

6/30/97

AGREEMENT

between

Flat Rock Board of Education

and

Flat Rock Chapter of Local 571
Affiliated With Metropolitan Council No. 25

and

American Federation of State, County, and
Municipal Employees, AFL-CIO

June 1, 1995 - June 30, 1997

Flat Rock Community Schools

AGREEMENT

between the

FLAT ROCK BOARD OF EDUCATION

and

FLAT ROCK CHAPTER OF LOCAL 571
AFFILIATED WITH METROPOLITAN COUNCIL NO. 25

and

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

THIS AGREEMENT ENTERED INTO THIS FIRST DAY OF JULY, 1995 BY AND BETWEEN THE FLAT ROCK COMMUNITY SCHOOLS, WAYNE AND MONROE COUNTIES, MICHIGAN, BY ITS BOARD OF EDUCATION (HEREINAFTER REFERRED TO AS "SCHOOL DISTRICT"), AND LOCAL 571, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO (HEREINAFTER REFERRED TO AS THE "UNION").

WITNESSETH:

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, and Employees and the Union.

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

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

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ARTICLE I - RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below: All custodial/maintenance employees excluding substitutes, temporary employees, and the salaried custodial/maintenance supervisor.
- B. Employees who work less than eight (8) hours per day but at least four (4) hours per day will be entitled to all benefits such as sick leave, vacation time, etc., based upon the number of hours worked and paid on a pro rata basis.

ARTICLE II - AID TO OTHER UNIONS

- A. 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 III - UNION SECURITY

- A. Each employee hired on or after the execution of this Agreement, shall, as a condition of employment, become a member of the Union ninety (90) days after his hiring date or the effective date of this Agreement whichever is later, and maintain membership in the Union, or shall fulfill the requirements of Section B of this Article.
- B. Agency Shop Provision - Any present or future employee who is not a Union member and who does not make application for membership, shall, within ninety (90) calendar days, pay to the Union each month a service charge that does not exceed the maximum allowable under the law. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days of receipt of written notice from the Union to the Employer.

ARTICLE IV - UNION DUES

- A. Payment by Check-Off or Direct to Union - Employees may tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues Form, or may pay the same directly to the Union.

ARTICLE IV - UNION DUES (continued)

Check-Off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following "Authorization for Check-Off of Dues" form:

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
Last Name First Name Middle Name

To: _____
Name of Employer

Effective _____ I hereby request and authorize you to deduct from my earning the current initiation fee being charged by AFSCME Local Union No. _____ and effective the same date to deduct from my earnings each _____ a sufficient amount to provide
Payroll Period

for the regular payment of the current rate of monthly Union dues, as certified by the Union. The amount deducted shall be paid to the treasurer of _____ of the
Union Name and No.

American Federation State, County, and Municipal Employees. This authorization shall remain in effect unless terminated by me upon thirty (30) days written notice to the employer and the Union in advance or upon termination of my employment.

Employees' Signature

Street Address

City and State

Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deduction not in accordance with this provision.

ARTICLE IV - UNION DUES (continued)

- B. Delivery of Executed Authorization of Check-Off Form - A properly executed copy of such Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.
- C. When Deductions Begin - Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted equally from each pay.
- D. Delivery of Additional Check-Off Forms - The Union will provide to the Employer any additional Authorization for Check-Off of Dues forms under which Union membership dues are to be deducted.
- E. Refunds - In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.
- F. Remittance of Dues to Financial Officer - Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union as soon as possible after the tenth (10th) day of the following month.
- G. Disputes Concerning Check-Off - Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues form, shall be reviewed with the employee by a representative of the Local Union and the designated representative of the Employer.
- H. Limit of Employer's Liability - The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
- The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, costs, awards, suits or other forms of liability including but not limited to back pay, damages and court or administrative agency costs that may arise out or by reason of any action taken by the Employer for the purpose of complying with this Article.
- I. List of Members Paying Dues Directly - The Local Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement the names of all members paying dues directly to the Local Union. Thereafter the Union will furnish the Employer a monthly list of any changes.

ARTICLE IV - UNION DUES (continued)

- J. Disputes Concerning Membership - Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided through the Grievance Procedure. However, the Employee may be retained at work while the dispute is being resolved.

ARTICLE V - REPRESENTATION

- A. The School Board agrees to recognize a bargaining committee composed of members of the Local Union and/or Council 25 Representative.
- B. The bargaining unit shall be represented by a chief steward and a steward on each shift for a total of four (4) stewards.

ARTICLE VI - STEWARDS

- A. Before commencing the investigation of any grievance, the steward shall get the permission of his supervisor.
- B. Stewards as a general practice will not investigate and process grievance during working hours, however, in the event the steward must use working hours to investigate, he shall do it as expeditiously and with as little interruption of work as possible. However, stewards on night may investigate grievances without permission where it is not possible to reach his supervisor. This privilege shall not be abused and shall generally be used only for discharges, suspensions or grievances of serious nature.

ARTICLE VII - SPECIAL CONFERENCES

- A. Special conferences for important matters will be held at times mutually convenient to the Local Chapter President and the Employer or its designated representatives of the Employer and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an Agenda of matters to be taken up at the meeting shall be presented at the time the conference is required. 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 time spent in such special conferences, if conference is held during the work time. This meeting may be attended by a representative of the Council or a representative of the International Union.

ARTICLE VIII - GRIEVANCE PROCEDURE

- A. A grievance is defined to be any difference or complaint based upon an event or condition which is claimed or considered to be a violation, misinterpretation or misapplication of this Agreement. This grievance procedure shall not be applicable to any situation where the employee has a remedy to a governmental agency where the Board is without legal authority to take the action sought, or to remedy a complaint where the matter complained of is not covered by this Agreement.
- B. Nothing contained herein will be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any supervisory or administrative personnel and having the grievance adjusted without intervention of the Union; provided the adjustment is not inconsistent with the terms of this Agreement, and the Union has been given the opportunity to be present at such adjustment. Likewise, nothing contained herein shall preclude the employer from utilizing the grievance and arbitration procedures set forth herein in connection with grievances as defined above.
- C. Grievances shall be settled in the following manner:
- STEP 1. An employee with an alleged violation as defined in this Contract shall within ten (10) working days of its alleged occurrence discuss it with his steward, building head, and custodial/maintenance supervisor with the objective of resolving the matter informally. It is understood that the time limit shall not commence if the grievant could not have reasonably discovered the existence of the grievance.
- STEP 2. If the grievance has not been settled, it shall be reduced to writing (signed by both employee and Union) and presented within three (3) working days to the supervisor, or his designated representative. The custodial/maintenance supervisor or his designated representative shall forthwith endeavor to meet and adjust the grievance with the employee and his steward. Within three (3) working days after such meeting, the custodial/maintenance supervisor or his designated representative shall give his answer, in writing to the employee and his steward.
- STEP 3. If the grievance remains unadjusted, it may be presented in writing by the steward or Union representative to the Superintendent within five (5) working days after the response of the custodial/maintenance supervisor or his designated representative. The Superintendent will set up a meeting to discuss the grievance within five (5) working days. Within three (3) working days after such meeting, the Superintendent shall give his answer in writing to the steward with a copy to the Union President.
- STEP 4. If a grievance is still unsettled, it may be submitted within ten (10) **working** days after the date of the Superintendent's answer, to the Board with a copy to the Superintendent. The Board will hear the grievance within fifteen (15) working days or no later than its next regularly scheduled meeting and will give its answer in writing after such meeting.

ARTICLE VIII - GRIEVANCE PROCEDURE (continued)

- STEP 5. If the Union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided above, the Union shall notify the Board within thirty (30) working days of its intent to file for arbitration and must then formally file a demand for arbitration within forty-five (45) working days. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, nor shall he entertain or make any award on any grievance relative to changes in salary schedules, Board rules, regulations and policies. Both parties agree to be bound by the award of the arbitrator.
- D. Should an employee fail to institute a grievance within the time limit specified or fail to appeal a grievance within the time limit as specified at each step, the grievance shall become null and void.
- E. The fees and expenses of the arbitrator shall be shared equally by the parties.
- F. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- G. If an individual employee has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure.

ARTICLE IX - COMPUTATION OF BACK WAGES

- A. No claim for back wages shall exceed the amount of wages the employee would have earned at the regular rate.

ARTICLE X - DISCHARGE AND DISCIPLINE

- A. The Employer agrees to use progressive discipline when reasons for suspensions or discharge are possibilities. No employee shall be disciplined, suspended or discharged without just cause. In imposing any discipline or discharge, the Employer will not take into account any prior infractions or disciplinary action taken which occurred more than **three (3)** years previously.

ARTICLE X - DISCHARGE AND DISCIPLINE (continued)

In use of progressive discipline, the employer agrees to use the following:

1. Oral warning (**in writing**).
2. Written warnings.
3. Suspensions.
4. Discharge.

All steps of the progressive procedure shall allow a steward to be present. In the event of a serious charge, the above procedure may be waived.

The Employer shall provide the employee and Union a written notice and reasons for disciplinary actions taken.

- B. If an employee has been suspended for cause, it shall be without pay. When reinstated, he shall receive his usual pay rate from time of reinstatement. Payment shall not be retroactive to date of suspension unless suspension was reversed through the grievance procedure.
- C. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the shift and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Except that in cases of theft, intoxication or gross employee misconduct on the job said employee shall leave the property immediately.

Upon request, the Employer or his designated representative, will discuss the discharge or discipline with the employee and the steward.

- D. Appeal Of Discharge Or Discipline - 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 two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and 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 3rd step of the grievance procedure.

ARTICLE XI - SENIORITY

- A. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) days of their employment. The ninety (90) day probationary period shall be accumulated within not more than 120 calendar days. When an employee finished the probationary period, by accumulating ninety (90) days of employment within not more than 120 calendar days, he shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) days prior to the day he completed the probationary period. There shall be no seniority among probationary employees.

ARTICLE XI - SENIORITY (continued)

- 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 Section (1) of the Agreement, except discharged and disciplined employees for other than Union activity.

ARTICLE XII - SENIORITY LISTS

- A. Seniority shall be on a School District-Wide basis, in accordance with the employee's last date of hire.
- B. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.
- C. The seniority list on the date of this Agreement will show the name and job titles of all employees of the unit entitled to seniority.
- D. The Employer will keep the seniority list up to date at all times and will provide the stewards with up-to-date copies at least semi-annually.

ARTICLE XIII - LOSS OF SENIORITY

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

- A. He quits, resigns, or retires.
- B. He is discharged and the discharge is not reversed through the grievance procedure.
- C. He is absent for two (2) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made by the Employer. 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 lay-off as set forth in the recall procedure. In proper cases, exceptions shall be made by the Employer.
- E. Return from sick leave and leaves of absence will be treated the same as (C) above.

ARTICLE XIV - SUPPLEMENTAL AGREEMENTS

- A. All supplemental agreements shall be subject to the approval of the Employer and the Council and/or International Union. They shall be approved or rejected within a period of thirty (30) days following the date they are filed by the Local Union.

ARTICLE XV - LAYOFF PROCEDURE

- A. The word "layoff" means a reduction in the work force.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a School District-Wide basis. Seniority employees will be laid off according to low seniority (District-Wide).
- C. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. The Local Union secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- D. Seniority shall not continue to accrue for an employee on layoff.
- E. All laid-off employees shall have recall rights for twenty-four (24) months or the length of their seniority, whichever is lesser. If not recalled the employee shall be considered terminated.
- F. It is the responsibility of the laid-off employee to notify the employer of current address, telephone number and any changes in qualifications.

ARTICLE XVI - RECALL PROCEDURE

- A. When working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section XII-C. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered quit. Extension will be granted by the employer in proper cases.

ARTICLE XVII - TRANSFERS

- A. If an employee is temporarily transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position with the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position with 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 this Agreement.

- B. The Employer shall have the right to transfer employees from one building to another whenever it is in the best interest of the operation, except that employees will not be demoted or lose seniority rights as a result of such transfer. Any employee so transferred, shall be advised of reasons prior to any such transfer. Should the affected employees object to said transfer, he shall do so through the grievance procedure. Such transfer shall not be for arbitrary or capricious reason. Further, seniority shall be considered in the transfer process.

- C. When there is a vacancy within the bargaining unit, employees with seniority may request a transfer laterally within classification based on seniority prior to outside hiring or promotional postings.

ARTICLE XVIII - PROMOTIONS

- A. Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days in a conspicuous place in each school. Applicants shall apply within the seven (7) days posting period. When qualifications are equal, the senior employee, if any, shall be awarded the position. An employee awarded a promotion shall be granted a thirty (30) day trial period to determine:
 - 1. Employee's desire to remain on the job.
 - 2. Employee's ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for the denial shall be given to such employee in writing upon request.

- B.
 - 1. During the thirty (30) day trial period, the employee shall have the right to revert back to their former job.
 - 2. If the employee proves unsatisfactory during the trial period, notice and reasons shall be submitted in writing to the Union and the employees. If the reasons are not satisfactory to the Union, the matter may be subject to the grievance procedure.

ARTICLE XVIII - PROMOTIONS (continued)

- C. 1. Employees who fail to pass the trial period shall be returned to their former jobs at their former rate of pay.
- 2. An employee who is promoted during his probationary period shall be considered to have satisfactorily completed his probationary period in the classification from which he had been promoted.
- D. 1. Temporary transfers under promotions shall be limited to thirty (30) days.
- 2. During the trial period, employees shall receive the rate of the job they are performing.

ARTICLE XIX - FILLING TEMPORARY VACANCIES

- A. Employees qualified and required to work in a higher classification shall be paid the rate of the higher classification for any and all hours worked in the higher classification.

ARTICLE XX - LEAVE OF ABSENCE

- A. Leaves of Absence for periods not to exceed one year may be granted by the employer without loss of seniority for good cause, and such leave may be extended for like cause. (Requests for such leave shall be in writing, if possible, and shall state the specific dates of requested leave.)
- B. A leave of absence may be granted for the following reasons:
 - 1. Illness after sick leave expires.
 - 2. Maternity.
 - 3. Military Service.
 - 4. Appointment or election to a position with the Council and/or the International Union.
- C. All Leaves of Absence shall be without pay except sick leave.
- D. An employee desiring to return to work from leave of absence shall provide a five (5) day written notice to the office of the Superintendent.
- E. Probationary employees shall not qualify for Leaves of Absence.
- F. **Leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement.**

ARTICLE XXI - FUNERAL LEAVE

- A. If a death occurs among members of an employee's immediate family or household, the employee may be granted up to three (3) days leave with pay. An additional two (2) days leave with pay may be granted in special cases subject to approval of Superintendent of Schools, however, additional leave shall be charged to sick leave.
- B. Definition of Immediate Family: The immediate family is defined as husband, wife, son, daughter, brother, sister, son-in-law, daughter-in-law, **aunt, uncle**, or the father or mother of either employee or spouse.
- C. If a death occurs among the relatives of an employee, the employee may be granted one day's leave with pay to attend the funeral.
- D. Definition of Relatives: The relatives are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, and sister-in-law.
- E. Employees who wish to attend the funeral of a fellow employee or former employee may do so but without pay. Employees who serve as pallbearers at a funeral of a fellow employee will be paid during the time they must be off the job, such absence not to exceed one (1) day.

ARTICLE XXII - LEAVE FOR UNION BUSINESS

- A. Members of the Union elected to a local Union office or selected by the Union to attend classes which take them from their employment may upon approval of the employer be granted a temporary leave of absence not to exceed ten (10) working days per year.
- B. Requests for such leave shall be made by the Union in writing and it is understood that any leave granted shall be without pay.
- C. It is also understood that no more than one (1) local Union member shall be granted leave of absence for Union business at any one time.

ARTICLE XXIII - PAY ADVANCE

- A. If a regular payday falls during the employee's vacation, he may request that his check be mailed to the address left with the payroll clerk. Such request must be made at least one month in

advance of the beginning of the vacation period. An employee changing his/her vacation request must again submit a one-month notice to receive the check in the above stated fashion.

- B. If an employee is laid off or retires, 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 of regular work day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE XXIV - UNION BULLETIN BOARDS

- A. The employer will provide bulletin boards in each building which may be used by the Union for posting notices, etc. Bulletin boards will be located in either the incinerator or boiler room.

ARTICLE XXV - USE OF SCHOOL FACILITIES

- A. Upon written request of the day steward, the Union and its members shall have the right to use school building facilities at all reasonable hours, not to include regular working hours, for Union meetings provided prior approval is secured from building Principals and the custodial/maintenance supervisor.

ARTICLE XXVI - WORKING HOURS

- A. Regular Hours: The normal work week for regular full time employees shall consist of eight (8) consecutive hours of work, five (5) consecutive days, Monday through Friday for a total of forty (40) hours per week.

B. Shifts

1. The first shift shall be from 7:00 a.m. to 3:30 p.m. with a half (1/2) hour off for lunch and a ten (10) minute coffee break in the a.m.
2. The second shift shall be from 3:30 p.m. to 11:30 p.m. with a half (1/2) hour paid lunch and ten (10) minute coffee break.
3. The third shift, if necessary, shall begin at 11:30 p.m. and end at 7:30 a.m. with a half (1/2) hour paid lunch and a ten (10) minute coffee break.

C. Assignments

1. All employees may be assigned to any of the above shifts, however, in the event it becomes necessary for shift changes to be made, the lowest seniority employee shall be assigned, provided the seniority employee has no desire to volunteer for the shift change. Where vacancies exist employees may bid and be assigned to their shift preference within classification based on seniority.

D. Shift Changes

1. During periods when school is in session, the shifts (B-1,2 and 3 above) may be altered by no more than one (1) hour dependent on the starting time of the school day. Any change of a shift of more than one (1) hour shall be negotiated with the Union. However, on a voluntary basis an individual employee's shift may be altered by no more than one (1) hour, it being understood that employees will not be unduly harassed if failing to volunteer.
2. The Union agrees that one (1) custodial/maintenance employee may work the 9:00 a.m. - 5:30 p.m. shift, on a voluntary basis only.
3. During periods when school is not in session, the shifts shall be 7:00 a.m. to 3:00 p.m. However, during the summer months when school is not in session, there may be a need for a shift other than 7:00 a.m. to 3:00 p.m. In this case, only those employees needed (limited to four (4) employees District-Wide) will be assigned based on district seniority.

When school is not in session but evening activities are scheduled, one second shift custodian per building may be required to maintain their second shift status. This shall be assigned to the least senior second shift employees within the building.

The Employer shall endeavor to avoid scheduling evening activities when school is closed for vacation periods and other student days off.

- E.
1. Utility and skilled/maintenance employees, not to exceed four (4), may be hired on a week-end swing shift basis, however, employees in existing bargaining unit shall be permitted to volunteer for swing shift assignments. Utility employees, not to exceed four (4), may be re-assigned to other shifts when not required on week-end shifts.
 2. Utility shift hours shall be determined by program requirements but shall not exceed eight (8) hours per day, forty (40) hours per week, and shall be scheduled for five (5) consecutive work

days per week.

3. The Board agrees to notify the utility worker of his work schedule on the Friday prior to his off weekend as to his succeeding week's work schedules.

ARTICLE XXVI - WORKING HOURS (continued)

- F. The skilled maintenance shift and hours shall remain as currently established.
- G. Leaving Building: Employee shall not leave the building during work hours, unless prior approval is received from the custodial/maintenance supervisor or the building head. However, employees may leave the building during lunch periods provided there is another employee in the building.
- H. A minimum of four (4) hours will be given as "call in" pay.

ARTICLE XXVII - OVER-TIME

- A. Over-time will be paid at the rate of time and one-half for over eight (8) hours in any day or forty (40) hours in any week. Double-time will be paid for any work on the 7th day of the work week or on Sunday or holidays.
- B. Custodial overtime will be offered first to custodians within the building by seniority, and then to other qualified custodians within the bargaining unit by seniority. An overtime list shall be posted and kept up to date.
- C. **Overtime shall be paid to employees within the pay period such hours were worked.**

ARTICLE XXVIII - TEMPORARY AND STUDENT EMPLOYEES

- A. With respect to the hiring of student employees, their employment will be considered as an emergency need and in most cases for the summer only. However, in no case will the period of employment exceed ninety (90) consecutive days.
- B. When temporary employment is available, every effort shall be made to offer, less than full time employees, the additional temporary hours. These additional hours can total up to eight (8) hours per day, in jobs that the employee(s) can perform. The added hours of work will be awarded on a seniority basis before temporary employees are hired.
- C. The Board shall notify the Union when requested of all temporary employees hired and their date of hire.

ARTICLE XXIX - CLASSES

- A. Personnel who are required by the school to attend classes during the time other than their regular working hours shall be paid their regular rate.

ARTICLE XXX - MATERNITY LEAVE

- A. A childbirth/childcare leave without pay shall be given up to a year to employees who have completed their probationary period.

To be eligible for leaves, the employee must submit:

1. A physician's statement verifying estimated date of confinement.
 2. Such employee will not be required to go on maternity leave as long as her physician certifies her physically able to perform her duties.
 3. Upon the termination of her leave, an employee shall be restored to a position within classification without loss of seniority.
 4. An employee desiring to return from leave shall so notify the District in writing two (2) weeks prior to return and provide a physician's statement approving her return to work. She shall return to her original classification.
- B. Employees may use their accumulated sick leave for a period not included in the employee's requested leave of absence provided need is certified by their physician. Employees shall return to a position within their former classification.

ARTICLE XXXI - HOSPITALIZATION AND LIFE INSURANCE

- A. The Board shall provide hospitalization insurance, MEA Supercare I, fully paid by the Board with full family coverage. The Board reserves the right to select the insurance carrier or carriers.

It is understood between the parties that the \$100 deductible shall be paid by the employer relative to Supercare I.

In the event that a new carrier is selected, the Union must be informed and guaranteed that the new coverage is equal or better than the current coverage (including employee paid coverages).

The Board shall not be obligated to provide duplicate insurance to employees who have a spouse also employed by the Board. Where two such employees of the Board are both eligible for Board paid health insurance, both employees will be covered under one policy. A bargaining unit

ARTICLE XXXI - HOSPITALIZATION AND LIFE INSURANCE (continued)

member who is covered under their spouse's health insurance plan will be eligible for a fifty dollar (\$50) per month tax sheltered annuity in lieu of health insurance.

- B. All custodial personnel shall be covered by the following amount of life insurance paid by the Board:

Life Insurance: \$35,000 Life - \$35,000 Accidental Death

ARTICLE XXXII - VACATIONS

- A. Full time employees shall be granted paid vacation as follows:

One (1) year continuous service	-	One (1) week
Two (2) years continuous service	-	Two (2) weeks
Five (5) years continuous service	-	Three (3) weeks
Ten (10) years continuous service	-	Four (4) weeks

- B. Vacations may be granted anytime during the school year considering the wishes of the employee and the efficient operation of the department concerned.
- C. Vacations shall be taken in a period of consecutive days. Vacation may be split into one (1) or two (2) weeks, providing such scheduling does not interfere with the operation.
- D. When a holiday observed by the school district falls on a day other than Saturday or Sunday during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- E. A vacation may not be postponed from one (1) year to another and made accumulative, but will be forfeited unless completed during the calendar year.
- F. No later than June 15 of each year, employees shall indicate to the Assistant Custodial/Maintenance Supervisor their choice of vacation dates based on seniority within each building. Those employees failing to comply shall lose their vacation seniority rights and will choose from the then available dates. **The Employer shall make every effort to approve vacation requests by June 30th of each year.**
- G. A vacation may not be waived by an employee and extra pay received for work during that period.

ARTICLE XXXII - VACATIONS (continued)

- H. If an employee becomes seriously ill or injured while on vacation, requiring medical attention that incapacitates them for three (3) or more days, he may use sick leave for such illness or injury upon presentation of bonafide proof thereof, to the Superintendent, provided further that the employee or a member of the family shall notify the school district of such illness or injury. It is further provided that such employees shall have their vacation rescheduled if the sickness or injury is more than five (5) days.

ARTICLE XXXIII - SICK LEAVE

- A. Employees shall accumulate and be credited with sick leave with pay to be credited at the rate of one (1) day for each month of employment. Accumulation shall be unlimited.
- B. Sick leave shall be available for use by custodial/maintenance employees for the following purposes:
1. Acute personal illness or incapacity over which the employee has no reasonable control.
 2. Absence from work as a result of contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
 3. Medical and dental extractions or treatment to the extent of time required to complete such appointments, providing such appointments cannot be made during non-working hours.
 4. The following special provisions shall apply to absence because of illness in the immediate family. The immediate family shall be defined as: wife, husband, children, father, mother, brother, sister, father-in-law, mother-in-law, grandfather, grandmother of custodial/maintenance employee. The Superintendent may extend this definition upon special application for such extension in unusual cases:
 - a) Absence shall be considered as necessary only when no other arrangements for care are possible.
 - b) The "necessary care" must be such as would be prescribed by a physician or required by incompetency of the relative requiring care.
 - c) In all cases "other arrangements" are considered possible after the emergency.
- C. All employees shall accumulate sick leave from the date they are hired. Probationary employees can accumulate sick leave, but cannot receive sick leave pay, funeral leave pay, or injury leave pay.

ARTICLE XXXIII - SICK LEAVE (continued)

- D. Employees who are laid off shall have credited to their sick leave any unused sick leave previously earned, effective at the time they are recalled.
- E. Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon re-employment by the school district, have available any unused sick leave previously earned, provided that such re-employment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.
- F. Any employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.
- G. Employees on leave of absence without pay shall not earn sick days during that period.
- H. Employees may be requested to submit a statement of verification from the attending physician for sick leave absence of five (5) days or more.
- I. Bargaining unit employees who retire from the District, shall be paid one-half (1/2) of their accumulated sick days up to a maximum **sixty-five (65)** days. These days will be paid at the rate of the employee at the time of retirement. Upon death of the employee, the spouse or beneficiary so stated on school life insurance policy will be paid for all accumulated sick leave of deceased employee.
- J. Employees who have an accumulation of at least 90 days of sick leave shall be credited with one-half (1/2) vacation day each quarter, on the basis that no time was taken off that quarter for reasons of illness.

ARTICLE XXXIV - PERSONAL BUSINESS LEAVE

- A. Three (3) days per year may be used for personal business that cannot be conducted outside working hours and if not used may be transferred to sick leave accumulation. Personal business leave days are not to be used on days immediately preceding or following legal school holidays.

The employee shall notify the employer at least twenty-four (24) hours before use of personal business leave. (Emergency situations excepted.)

ARTICLE XXXV - WORKERS' COMPENSATION

- A. Absence, caused by a personal injury arising out of and in the course of employment with the Flat Rock School District which entitles the injured employee to compensation under the provisions of the Workers' Compensation act and the regular salary of the employee shall be paid by the Board for a period not to exceed twelve (12) months. Any accumulated sick leave may be used after this period.

ARTICLE XXXVI - JURY DUTY

- A. The School District shall pay any employee who is called for jury duty, the difference between the amount paid by the jury and the regular amount paid the employee if either the employee or the Superintendent is unable to get the employee excused from this duty.

ARTICLE XXXVII - PHYSICAL EXAMINATIONS

- A. Upon request of the employer for cause, the employee shall undergo a physical, psychological and/or psychiatric examination to determine the employee's physical, mental and emotional competencies. The employer may designate a licensed physical, psychologist and/or psychiatrist for these examinations and the expense of such examinations shall be borne by the School District.
- B. All employees shall be required every three (3) years to submit a negative TB report. This report shall be submitted to Central Office no later than September 15th, otherwise, the employee's pay shall be withheld until the report is received.

Use of County Health Services and TB skin tests by local physician is permissible. Employees shall not lose time or pay for such an examination. The expense of the x-ray, when taken through the County Health Department, and/or skin test given locally, shall be paid for by the Board of Education. **The Employer shall pay the costs for the Hepatitis series of inoculation and follow up for all employees.**

ARTICLE XXXVIII - OPTICAL INSURANCE

The Employer will provide for the employee the VSP-2 Vision Care plan.

ARTICLE XXXIX - SCHOOL DISTRICT'S RIGHTS

- A. The School District retains the sole right and shall have the right to manage and conduct its obligations in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitute an express violation of this Agreement. Without limiting to any extent the generality of the foregoing, the School District shall have the right to promulgate at any time and to enforce any rules, policies and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the School District so long as they are not inconsistent herewith.
- B. The Union recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law, by way of illustration, the right to:
1. Manage and control the school business and equipment and operation;
 2. Determine the services, supplies and equipment necessary to continue its operation and to determine the methods and standard of operation;
 3. Adopt reasonable rules, regulations and policies;
 4. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 5. Determine the financial policies, including all accounting procedures,
 6. Determine the size of management organization, its functions, authority, amount of supervision and table of organization.

ARTICLE XL - HOLIDAYS

- A. Paid holidays are designated as follows:
1. One (1) day before New Year's Day.
 2. New Year's Day.
 3. Good Friday.
 4. Spring Break (1 or more days, in accordance with the Master School Calendar).
 5. Memorial Day.
 6. Fourth of July.
 7. Friday prior to Labor Day
 - * 8. Labor Day.
 9. Thanksgiving Day.
 10. Day after Thanksgiving.
 11. One (1) day before Christmas Day.
 12. Christmas Day.

* In the event this day is a school day the employer and Union shall meet to mutually agree on a substitute day.

ARTICLE XL - HOLIDAYS (continued)

Employees will be paid their current rate for said holidays.

- B. When any of the holidays listed in Paragraph A, this Section, occur on a non-scheduled work day (weekend), each employee shall be granted a compensatory day. The compensatory day shall not interfere with the normal operation of the education program in the School District. The Superintendent of Schools shall determine when compensatory days shall be taken. Ample notice of this determination shall be given all employees.
- C. To qualify for holiday pay the employee must work the scheduled work day before and after the holiday.

ARTICLE XLI - GENERAL PROVISIONS

- A. In the event of inclement weather where school is called off or officially closed, employees shall be paid for the day. Employees who are required to work under these conditions shall have an additional compensatory day awarded, to be used at a later mutually agreed date.
- B. School District shall furnish each employee three (3) sets of uniforms annually.

A Committee composed of a representative from each building shall meet in June to select the style and color of uniforms and shall forward their recommendation to the Superintendent for approval. Employees on all shifts shall wear these uniforms.
- C. Custodial/maintenance employees shall not be responsible for direct supervision of any student or adult group during or after school or evening activities except where said employee is hired for a specific supervisory job. Such employees may make certain suggestions to these groups but will not be held responsible if the group disregards said suggestions.
- D. In all buildings, a leader classification for the night shift shall be **designated**.

Employees required to use their personal vehicles shall receive 26 cents per mile with prior approval.
- E. An employee hired as a substitute shall be employed only as a replacement for regular employees absent because of day-to-day illness or leaves of absence. Regular vacancies shall be filled by the hiring of permanent employees only. Subject to provision of this Agreement.

SALARY SCHEDULE After 1 Year of Service			
Classification	Start 7/01/95	3 Months	After 1 Year
Custodian II	11.55	12.10	13.51
Maint. Custodian	12.24	12.77	14.30
Utility Custodian	13.26	13.78	15.66
Elem. Custodian	13.26	13.78	15.66
Jr. High Custodian	13.58	14.14	16.00
Sr. High Custodian	13.78	14.35	16.25
Skilled	14.11	14.68	16.58

- .10 per hour additional - Night Leader
- .10 per hour additional - Second Shift (Summer Only)
- .15 per hour additional - Third Shift

Alarm Call-in

Two bargaining unit persons shall be selected for alarm call-in provision in accordance with Article XVIII Promotions of this Agreement.

The employee called shall receive a minimum of 1 hour pay, and in the event the employee works more than 1 hour, the pay will be rounded up to the next successive hour.

Example

- If the employee works 1 hour + 5 minutes = 2 hours pay
- If the employee works 2 hours + 5 minutes = 3 hours pay
- If the employee works 3 hours + 5 minutes = 4 hours pay

The employer will make reasonable efforts to rotate the alarm call-ins fairly between the 2 employees.

In the event neither of the employees are available to perform the work on a given event, the employer themselves may perform the work.

Effective July 1, 1995 employee shall receive a 1% across the board wage increase. However, should any other bargaining unit receive more than the above percentage, the additional percentage increase shall be applied to the wage scale.

Effective July 1, 1996, the Agreement shall open for wages and three issues to be submitted by each party.

ARTICLE XLIII - DENTAL INSURANCE

- A. All employees covered by this Agreement shall be entitled to Dental Insurance (Class I, II, III, 75%/50%/50%). The Board reserves the right to select the insurance carrier provided the benefits are equal to or better than the present policy. Dental insurance will include the orthodontic coverage (50% Plan).

ARTICLE XLIV - DURATION AND TERMINATION OF AGREEMENT

This Agreement shall be in effect until midnight June 30, 1997. However, the parties may agree to extend the Contract on a year to year basis provided both parties agree in writing thirty (30) days prior to the termination date of this Agreement.

The Employer and the Union may request in writing that specific Articles be reopened for negotiation during the life of the Contract. The request to negotiate does not obligate either party.

IN WITNESS WHEREOF the parties have caused this instrument to be executed on the date referred to above.

FLAT ROCK COMMUNITY SCHOOLS

METROPOLITAN COUNCIL NO. 25,
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES,
NO. 571

Sharon J. Hause
President

By Marcia L. Hause

Robert B. Olmeyer
Secretary

By Larry M. Long

By _____

FLAT ROCK COMMUNITY SCHOOL DISTRICT
Flat Rock, Michigan

AFSCME
LOCAL _____
STEP _____

OFFICIAL GRIEVANCE FORM

STATEMENT OF GRIEVANCE

Name of Employee _____ Department _____
Classification _____ Date Grievance Occurred _____
Work Location _____ Immediate Supervisor _____
Article & Section of Contract Violated _____

STATEMENT OF GRIEVANCE:

(List applicable violation) _____

Adjustment Required: _____

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance.

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

Date _____ Signature _____ Title _____

- Copy: White - Superintendent
Green - C/M Supervisor
Pink - Employee
Blue - Union

LETTER OF UNDERSTANDING

Federal Family Leave Act

Leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. Employees may take unpaid leave in accordance with the Act for birth, adoptions, placement of a child in their foster care, or for serious medical conditions affecting themselves or their immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement.

For the Employer

For the Union

Date: _____

Date: _____