

AGREEMENT

between

HOWELL PUBLIC SCHOOLS

and

HOWELL PUBLIC SCHOOLS CUSTODIAL/MAINTENANCE MEA/NEA

June 24, 2013 - June 30, 2016

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PREAMBLE

This Agreement entered into on this 24th day of June, 2013, between the Howell Public School District and its Board of Education (hereinafter referred to as the "EMPLOYER") and Howell Public Schools Custodial Maintenance MEA/NEA (referred to as the "UNION").

ARTICLE 1

RECOGNITION - EMPLOYEES COVERED

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

Custodians, warehouse persons and maintenance employees.

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

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

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

ARTICLE 2

PAYROLL DEDUCTIONS

- (a) Any bargaining unit member who is a member of the Union or who has applied for membership, shall sign and deliver to the District an assignment authorizing deduction of dues, assessments and contributions into the Union as established by the Union. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA constitution, bylaws and administrative procedures. Pursuant to such authorization, the Employer shall deduct from the wages of such bargaining unit member one-twentieth (1/20) of annual dues or fees beginning with the first pay period of the month and each month thereafter for 20 consecutive pay periods from September to June. The Employer agrees to provide this service without charge to the Union.

Deductions for any calendar month shall be remitted to the designated officer of the Union with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

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

- (b) The parties acknowledge that there is an ongoing legal proceeding challenging the validity of public act 53 of 2012 and acknowledge that there is currently an injunction in place that prevents the law from having full force and effect.

The parties agree to immediately discontinue the practice of payroll deduction of union dues if and when the injunction on public act 53 is lifted and the law becomes effective.

The association will not claim that the district is grandfathered from having to comply with this law for the duration of this agreement as a result of entering into this agreement while the injunction is in place, unless the final decision of the court(s) legally permits payroll deductions.

- (c) The Union agrees to indemnify and save the district, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court administered agency costs which may arise out of or by reason of action by the district for the purpose of complying with this Article.

- (d) Payroll deductions: Provided all required documents be submitted and verified by the payroll office at least seven (7) calendar days prior to the subsequent payroll date, the Employer shall, with the written authorization of the bargaining unit member, deduct from the wages of that member and make appropriate remittance for MEA-sponsored tax-deferred annuity, insurance programs not fully employer-paid, credit union, contributions or any other plans or programs approved by the Employer.

ARTICLE 3

NEGOTIATION PROCEDURE

- (a) On or before the first week in May of the year in which this agreement is set to expire, the parties will begin negotiations on a successor agreement, to cover wages, hours, and terms and conditions of employment, provided, however, the parties may mutually agree on any other date for commencement of bargaining.
- (b) Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

ARTICLE 4

UNION REPRESENTATION

- (a) On a yearly basis, the Union shall provide the Employer with written notice of the names of the individuals who are the duly elected officers and stewards of the Union. In the event there is a change, the Union shall provide the Employer with written notice.
- (b) In the processing of a grievance or for representation in matters expected to result in discipline, if it becomes necessary for the steward to leave his/her work area or building, he/she shall first obtain permission from the supervisor of buildings and grounds or the assistant superintendent for labor relations and personnel. Such request shall not be unreasonably denied. If neither of these is available, the steward must submit notification of the starting and ending times of any conferencing through a memo to the supervisor of buildings and grounds.

- (c) If in the course of representation duties it becomes necessary for the steward to enter another building other than his/her own, the supervisor must be notified and permission received; permission may be granted provided that such representation not interfere with or interrupt or affect normal work or school operations or assigned duties. It is the responsibility of the steward to report to the main office before conferring with any employee. At no time shall a building be left unattended if the building is in use. The privilege of the steward's leaving his/her work station without loss of time and pay is solely for the purpose of dispute resolution. It is understood that such activities will be conducted expediently, with as little interruption to the work schedule as possible. If, in the opinion of the supervisor such union activity interferes with classroom activity or with assigned duties, then such union activities shall be discontinued immediately.
- (d) Except as set forth above, no steward or any other employee shall be granted time off for the purpose of handling union matters, affairs or grievances unless specific permission, in writing, has been granted by the supervisor.
- (e) Neither the Union nor any of the officers, stewards or other representative or employees shall advise or direct employees to disregard the instructions of supervisors.

ARTICLE 5

SPECIAL CONFERENCES

- (a) Special Conferences for important matters will be arranged between the Unit Chair and the Employer or its designated representative upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Union and not more than two (2) representatives of management. Arrangements for such special conferences shall be requested in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall normally be held between 9:00 a.m. and 4:00 p.m. or at any other mutually agreeable time. The members of the Union shall lose time and pay for time spent in such special conferences. This meeting may be attended by a representative of the Union. When such representative attends, the Employer may have another representative attend the meeting.
- (b) The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

ARTICLE 6

GRIEVANCE PROCEDURE

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

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

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

Step III. If the Union is not satisfied with the disposition of the grievance at Step II or if no disposition has been made within ten (10) working days of the meeting in Step II, the grievance shall be transmitted to the Superintendent or his/her designee. Within fifteen (15) working days after the grievance has been so submitted, the Superintendent or designee shall meet with the Union regarding the grievance. The superintendent or

designee shall within ten (10) working days after the conclusion of the meeting, render a written decision thereon with copies to the Union and the grievant(2).

Step IV.

- (a) If the dispute(s) remain unsettled, and the Union wishes to carry the matter(s) further, the Union shall, within fifteen (15) working days of the Step III meeting, file a Demand for Arbitration in accordance with the American Arbitration Association's Rules and Procedures.
- (b) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association's Rules and Regulations.
- (c) Each such decision shall be final and binding on the Union, its members, the employee or employees involved and the Employer. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

Miscellaneous

- (a) In addition to the above methods of settlement of grievances, any other alternative methods may be used which are mutually agreed between the parties.
- (b) Failure by the grievant to file such a grievance within the time limit specified shall constitute waiver of such grievance, unless time limits are mutually extended by the parties.
- (c) Failure by the administration at any step of this procedure to communicate the decision of the grievance within the specific time limit shall permit the grievant to proceed to the next step. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
- (d) When a grievance is settled at any time after it has originally been reduced to writing, the parties shall have five (5) days to conclude a written settlement on the grievance form. One (1) copy will be given to the Executive Director of labor relations and personnel and two (2) copies will be given to the Union.

Limitations Upon Arbitrator's Authority

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

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

- (b) The arbitrator shall not allow the Board or the Union to assert in such arbitration proceeding any ground, or to rely on any evidence not previously disclosed to the other party.
- (c) The arbitrator shall have no power to interpret state or federal law unless it is necessary to do so in order to determine whether a grievance is arbitrable. An arbitrator does have authority to interpret provisions of this agreement which reiterate law.
- (d) It is agreed when a dispute involving timeliness exists as a threshold issue by the board or Union, the arbitrator shall first render a decision on the issue of timeliness. If it is found the grievance is timely, the arbitrator may then issue a decision, subject to the provisions in the Article, on the merits of the grievance. If the grievance is found to be in violation of timeliness the arbitrator shall not hear the grievance on its merits.
- (e) The arbitrator shall have no authority to consider more than one (1) grievance at the same time, except upon the expressed written mutual consent of the parties.
- (f) The arbitrator shall have no authority to decide a dispute which the employee or Union is also pursuing in an administrative agency. An employee or the Union shall not be entitled to proceed to arbitration if the employee or Union has elected to pursue relief through an administrative agency.
- (g) A grievance may be withdrawn and if so withdrawn, all financial liabilities shall be cancelled and the grievance shall not be reinstated. When several grievances involve a similar issue, all but one of those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

ARTICLE 7

CLAIMS FOR BACK PAY

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

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

- (b) No decision in any one case shall require a retroactive wage adjustment in any other case.

ARTICLE 8

EMPLOYER RIGHTS

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

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

ARTICLE 9

NOTICE OF DISCHARGE AND SUSPENSION

- (a) The Employer shall not discharge or suspend any seniority employee without just cause. The just cause standard shall also apply to any discipline of record that does not contain a sunset provision or understanding. The Employer agrees upon the discharge or suspension of an employee to notify, in writing, the employee and his/her union president of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension. It is understood that excessive absenteeism (absent extenuating circumstances justifying the absence) is cause for disciplinary action up to and including discharge, provided however that, in such instances, the Employer has an affirmative obligation to provide progressive discipline.
- (b) The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with the steward of the department and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the steward.
- (c) Should the Union consider the discharge or suspension to be improper, the Union's complaint shall be presented in writing to the superintendent or his/her designated representative within three (3) regularly scheduled working days after the discharge or suspension is received by the Union representative. In the event, MEA/NEA

wishes to carry the matter further, it shall, within fifteen (15) working days from the date of the Employer's answer at Step II, meet with the superintendent or his/her designated representative for the purpose of attempting to resolve the dispute(s). The superintendent or his/her designated representative shall give the answer to the Union within five (5) regularly scheduled working days after the Step III meeting. If said answer is not satisfactory to the Union, and MEA/NEA wishes to carry the matter further, it shall, within fifteen (15) working days, file a Demand for Arbitration in accordance with the American Arbitration Association's Rules and Procedures.

ARTICLE 10

SENIORITY

- (a) New employees hired, other than temporary employees and student help, shall be considered as probationary employees for the first six (6) calendar months of their employment. The probationary employees will, however, qualify for insurance benefits after the first sixty (60) working days of their employment. There shall be no seniority among probationary employees. When a permanent, probationary employee finishes the probationary period, the employee shall be entered on the seniority list and shall rank for seniority six (6) months prior to the day he/she completed the probationary period; the six (6) months may be extended for any absences during that period, by the amount of said absence.
- (b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Employer will have the right to discharge and take disciplinary action involving a probationary employee without a grievance being filed or processed.
- (c) Probationary employees shall be eligible for vacation benefits provided for in this Agreement only after the successful completion of their probationary period.
- (d) Seniority shall be on a unit-wide basis, in accordance with the employee's last date of hire.
- (e) The seniority lists on the date of this Agreement shall show the names and job titles of all employees in the unit entitled to seniority.
- (f) Seniority shall not be affected by race, sex or marital status.
- (g) When more than one employee is hired on the same day, seniority shall be determined alphabetically by the first letter or letters of their last names. If two (2)

or more employees have the same last name, the same procedures shall be followed in respect to their first names.

- (h) The Employer will provide the union president with a seniority list once each calendar year, on or about May 1.
- (i) An employee will lose his/her seniority and terminate his/her employment for the following reasons:
 - 1. Employee quits or retires.
 - 2. Employee is discharged and the discharge is not reversed.
 - 3. Employee is absent for three (3) consecutive working days without notifying Employer.
 - 4. If the employee falsified information on his/her application if found within two (2) years of employment, except that there is no limit on cases involving falsification of record involving moral turpitude.
- (j) Notwithstanding their position on the seniority list, stewards in the event of a layoff of any type, will continue at work as long as there is a job in their job Classification which they are qualified for and can perform and shall be recalled to work in the event of a layoff on the first open job in their job classification for which they are qualified and can perform. In the event of layoff, those officers retaining their position assignments by virtue of their positions in the union shall be frozen in seniority until such time as they would otherwise be recalled according to seniority.
- (k) Notwithstanding their position on the seniority list, the union president and union secretary shall, in the event of a layoff, be continued at all times, provided they are qualified for and can perform the work available. In the event of layoff, those officers retaining their position assignments by virtue of their positions in the union shall be frozen in seniority until such time as they would otherwise be recalled according to seniority.
- (l) Exceptions to the procedures set forth above may be made when the superintendent believes the best interests of the school district are served. (A disagreement over whether the circumstances justify such an exception may be subject to the final step of the grievance procedure.)
- (m) The number of substitutes will not exceed the daily rate of absenteeism, including those employees on sick leave and vacation.

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

ARTICLE 11

SHIFT PREFERENCE AND JOB ASSIGNMENT

- (a) Effective with the 2006-2007 school year, the employer may, at its discretion, create alternate work week positions (For example, Sunday through Thursday, Tuesday through Saturday and/or Wednesday through Sunday). When the annual bids or postings are prepared, management will insure that the number of alternate work week positions shall not exceed ten percent (10%) of maintenance positions. In the event that the posted alternate work week positions have not been filled through the bid process, and not all eligible employees have been placed, then the number of alternate work week positions will be changed to Monday through Friday positions, sufficient to enable all qualified employees to be awarded their bids. A second bid will thereby take place. Notwithstanding the terms of section (d) below, employees working alternate work week assignments will not be reassigned to a different location for the duration of the alternate work week assignment, except in cases of emergency. The employer reserves the right to reassign employees who are on alternate work week assignments to a regular Monday through Friday work schedule during the summer months and other such student break periods.

All employees hired into bargaining unit positions on or before July 12, 2004, shall be grandparented with respect to alternate work week positions for the duration of their employment in any bargaining unit position. This grandparenting clause shall entitle such employees to maintain or return to Monday through Friday work week assignments. In the event that a grandparented employee bids on an alternate work week assignment, he/she will, at the employees' option, have the ability to revert back to the standard Monday through Friday work schedule during the annual bid process.

- (b) Job assignments shall commence each school year on the first day of summer vacation for students.
- (c) The Employer reserves the right to change starting times, job assignment and/or to modify the size of the work force at any location within the district at any time subject to the provisions of this Agreement. Any employee whose basic starting time is changed will be entitled to three (3) days' advance notice, along with written reasons for the change. Any employee who is transferred from one building to another will be provided with written reasons for such transfer, with a copy to be

filed with the union president and the Executive Director of labor relations and personnel.

ARTICLE 12

LAYOFF AND RECALL

- (a) It is hereby specifically recognized that it is within the sole discretion of the Employer to lay off bargaining unit employees. If and when the Employer decides to lay off bargaining unit employees, it will discuss with the Union the necessity for and the effect of such reductions.
- (b) When a layoff takes place, members of the bargaining unit not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority within classification, i.e., the least senior employee in that classification on the seniority list shall be laid off first. In the event a lesser seniority employee remains employed in another classification while a greater seniority employee remains on layoff, the greater seniority employee may replace the least seniority employee, provided that he/she can perform the work available in the classification in question.
- (c) A maintenance employee whose position is reduced or eliminated shall not be required to accept a reassignment to a lesser paying position. The affected employee shall be permitted to accept a voluntary layoff, with recall rights subject to the terms of this Article. Should the maintenance employee accept a lesser paying position in lieu of layoff, he/she shall be considered to be a "reassigned employee." In such event, the reassigned employee shall have the first right of refusal to return to his/her original assignment, should that assignment become available within the two-year recall period.
- (d) Employees to be laid off will have at least fourteen (14) calendar days' notice of their intended layoff. The chapter chairperson of the unit shall receive a list of employees being laid off.
- (e) Laid off employees shall be recalled to vacancies in inverse order of their layoff, provided the employee meets the qualifications and has the necessary skills and experience and, provided further, that the recall occurs prior to expiration of the time limits set forth in Section (j) of this Article.
- (f) Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. Failure by an employee to report to work within fourteen (14) calendar days from the date of mailing of the recall notice will be irrevocably considered a voluntary resignation and shall constitute irrebuttable

evidence of the employee's consent to resign. In the event the fourteen (14) calendar-day reporting requirement is insufficient to permit an employee to provide two (2) weeks' notice to his/her current employer, then upon the written request of the current employer, the fourteen (14) days will be extended by the number of days required to provide that employer with up to two (2) weeks' notice. Failure on the part of the employee to report to work at the conclusion of the two (2) weeks' notice will constitute the same intent to resign recited herein. A copy of the recall notice shall be sent to the chapter chairperson concurrently. This provision shall not preclude the filing of any grievance.

- (g) Each employee is responsible for keeping the Employer advised in writing of any change of address and will not be excused for failure to report for work on recall if he/she fails to receive recall notice because of his/her own failure to advise the Employer in writing of his/her change of address.
- (h) The Employer shall have no obligation to recall probationary employees who may be laid off.
- (i) During a layoff, there shall be no scheduled overtime nor shall there be temporary employees or students performing bargaining unit work unless the work is first offered to the laid-off employees who are qualified to perform the work. Such an offer shall not constitute a recall from layoff.
- (j) Employees laid off or reduced through the procedures stated in this Article shall be maintained on a recall list for a period of two (2) calendar years from the effective day of the layoff, and shall be recalled in reverse order of their layoff, provided the individual meets the qualifications and has the necessary skills and experience for the vacancy.

ARTICLE 13

JOB POSTING AND BIDDING PROCEDURE

- (a) A position assignment vacancy is a position created by an employee who resigns, is promoted, terminated or retires, or the creation of a new position. When such vacancy occurs, the vacancy will be posted district-wide for a period of five (5) working days. Such position vacancy shall be awarded on the basis of seniority.
- (b) A promotional vacancy is defined as a position in a higher classification which results in a higher base rate. Said vacancy shall be posted district-wide for a period of five (5) working days. The Employer will award the job on the basis of qualifications, skills, past performance, experience and seniority. If a senior

applicant is not selected, he/she will be notified in writing as to the reasons(s) for his/her non-selection. His/her non-selection is grievable.

ARTICLE 14

VETERANS - REINSTATEMENT OF

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

ARTICLE 15

LEAVES OF ABSENCE

1. Unpaid leaves.

(a) Unpaid leaves of absence, not to exceed one year, will be granted for:

1. Prolonged illness (physical or mental).
2. Maternity.
3. Prolonged illness in the immediate family.

(b) Employees on an unpaid leave of absence may retain their fringe benefit insurance programs at no cost to the Employer.

(c) Employees on an unpaid leave of absence will retain their seniority but will not accrue seniority while on leave.

(d) Employees returning from an unpaid leave will return to their previous positions or equivalent.

(e) Unpaid leaves may be extended if requested by the employee and at the employer's discretion.

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

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

2. Sick Leave (Paid Leave).

The Union and the Employer each recognize the importance of regular and punctual attendance. Employees are highly encouraged to bank their sick leave up to the contractual limitations to prevent the loss of income during periods of illness. As such, the Employer reserves the right to monitor sick leave usage and/or excessive tardiness, and to discipline employees who abuse the use of sick leave, or who are excessively tardy. Examples of abuse include, but are not limited to, patterns referred to by the parties as "earn and burn" and/or such other patterns of use as Mondays/Fridays/days extending holidays or vacation periods. As set forth in Article 12, excessive absenteeism is cause for disciplinary action. The Employer will review each instance on a case-by-case basis, with an affirmative obligation to provide progressive discipline.

(a) All seniority employees may be granted sick leave for personal illness, or illness in the immediate family. The immediate family is interpreted as husband, wife, son, daughter or parents. A maximum of two (2) sick leave days may be granted under provisions of this article for illness in the immediate family which will be charged against the employee's sick leave.

(b) On all requests for sick leave, a doctor's certificate may be required after the third (3rd) consecutive day, or at any time during a contract year when an employee has been in an unpaid status.

(c) All full-time, permanent, seniority employees will be allowed one (1) day of sick leave allowance for each month actually worked and each month the said employee received pay in their regular position.

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

(d) An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked specifically.

(e) On termination (other than discharge) the Employer will reimburse the employee for fifty percent (50%) of his/her accumulated sick leave at the employee's current wage rate.

(f) Sick days may be used in full, half or quarter day increments. No split shifts are allowed (i.e., an employee may not commence a shift, take time off and then return to work on the same day).

All seniority employees shall be eligible annually for sick leave retention incentive, according to the following:

- (a) An employee who uses no sick leave from the period commencing July 1 and ending June 30 of each year of this contract shall be eligible for a three hundred dollar (\$300) cash bonus.
- (b) An employee who experiences only one (1) occurrence of sick leave during the period commencing July 1 and ending June 30 of each year of this contract shall be eligible for a one hundred dollar (\$100) cash bonus.
- (c) For purposes of this section, an occurrence of sick leave is defined as any legitimate use of a partial day, full day or more than one (1) day, consecutively, as a result of personal or family illness.
- (d) In order to qualify for the bonus, the employee must be a seniority employee for the entire one- (1) year period.
- (e) An employee who is eligible to earn twelve (12) sick leave days in a given fiscal year, and who uses not more than four (4) of those days, shall be eligible to convert up to three (3) of her/his remaining days to paid incentive leave. The employee, who qualifies for and opts to take part or all of his /her incentive leave, must schedule such leave, with supervisor approval, on any non-student day following qualification for the incentive. There shall be no carry-over of incentive leave days.

3. Immediate Family Death Leave

Up to five (5) days leave in the event of a death in the "immediate family" shall be allowed. "Immediate family" shall be deemed to include parent, spouse, child, brothers and sisters, grandparent or grandchild. Up to five (5) days leave in the event of a death of in-laws of the above. Immediate family death leave shall consist of consecutive dates except in the case where estate obligations or other circumstances pre-approved by the employer exist and are documented.

4. Act of God Days

On those days that school is closed due to inclement weather or other emergency, then bargaining unit members will not be required to come to work and will be in a paid status. In the event that management calls an employee to work on such day for snow removal or other district-determined needs for work, then the employee shall receive one compensatory day for each day so worked, to be used during the

school year in which it is earned, subject to prior approval by management. On such days, time worked in excess of eight (8) hours will be credited as one and one-half hours' compensatory time.

If the school district experiences a partial shutdown due to unforeseen conditions affecting only part of the school district's operations, then employees in affected areas will be reassigned by management. It is understood that all such reassignments shall be to work that is customarily done by the employee (i.e., maintenance employees will perform maintenance duties only). Employees scheduled for reassignment as a result of a partial shutdown will be allowed, at their discretion, to utilize accrued personal business or vacation time in lieu of the reassignment. Said vacation usage will not be charged as emergency vacation time.

ARTICLE 16

UNION BULLETIN BOARDS

- (a) The Employer will provide one bulletin board in each school building and maintenance building which may be used by the Union for posting notices pertaining to Union business.
- (b) Union notices will be dated and signed by a Union officer and will be removed from the bulletin board by a Union officer after being posted for fifteen (15) working days.

ARTICLE 17

RATES FOR NEW JOBS

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

ARTICLE 18

TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc. will be granted to the senior employee who

meets the minimum requirements for such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE 19

JURY DUTY

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

ARTICLE 20

HOURS OF WORK

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

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

Employees interested in a 4-day 10-hour schedule for the summer period beginning on the Monday following the last day for students through the last full week preceding the return of students shall notify the Director of Operations. The Director and the employee shall mutually agree upon the specific workday schedule. The shift hours shall be 6:00AM - 4:30PM. The parties agree that the 4th of July holiday shall be paid 8 hours.

- (b) The lunch period shall be established by the immediate supervisor in accordance with the organizational pattern best suited to the particular building and/or department. Such lunch period will not be considered as part of the regularly assigned work day. Attempts will be made to set the assigned lunch periods as a duty-free, uninterrupted period of not less than one-half hour.
- (c) Employees will be provided fifteen (15) minutes of relief time during each four (4) consecutive hours worked as will be assigned by the immediate supervisor. The relief periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit as determined by the immediate supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early

departure, nor shall it be regarded as accumulative if not taken. Failure to take a relief period shall not result in a shortening of the eight (8) hour working day unless specifically arranged with the immediate supervisor to cover unusual occasions.

- (1) An employee reporting for emergency call-in duty that is not continuous with his/her regularly assigned shift shall be paid at the rate specified in Article 25 with a two-hour minimum.
- (2) Should an employee resolve an emergency through the district's web-based software without physically reporting to the district, then one (1) hour of compensation will be paid.
- (3) An employee reporting for emergency call-in duty that is continuous with his/her regularly assigned shift shall be afforded the opportunity of working his/her regular shift in addition to his/her call-in time and shall be paid at the rate of time and one-half for all hours worked in excess of eight (8). In no event shall an employee be sent home after eight (8) consecutive hours to circumvent paying overtime.

ARTICLE 21

EQUALIZATION OF OVERTIME HOURS

- (a) Overtime will be administered by the guidelines as set forth; however, the Employer reserves the right, whenever in its opinion an emergency exists to initiate the appropriate action to resolve said emergency, including but not limited to, assigning an employee to overtime duty. In the absence of a volunteer, the employer may assign overtime work in order of least seniority until the required number of workers needed to perform the work is met. In cases where an employee repeatedly refuses overtime, the employer will deal with such issues on a case-by-case basis.
- (b) Employees who change classifications or buildings will be placed on the overtime rotation list in their new classification or building in order of seniority.
- (c) Probationary employees will be placed on the overtime rotation list in their assigned building in order of seniority.
- (d) Maintenance overtime will be assigned on the basis of a combination of expertise and a rotation list, making every attempt to equalize the opportunities. Expertise for the purpose of this article is understood to mean completion of work started, building assignments or types of work assigned during normal work hours.

(1) For Snow Removal:

Overtime shall first be offered to Grounds employees as their area of expertise, beginning with the most senior.

It shall next be offered to other employees on a rotational basis in order of seniority. Only those employees who wish to be called for snow removal shall be placed on the rotation list annually.

On each subsequent snow removal event, overtime shall first be offered to Grounds employees, then to employees on the rotation list, beginning at the point on the list where the caller left off for the last event.

If the employee declines the overtime, does not respond to a contact, or is on vacation or absent from work on a day he is called in the rotation, he will not be called again until the next rotation.

Although employees may be regularly assigned to particular buildings, circumstances may require assignment to other buildings.

The most senior Grounds employee shall make the calls, at the direction of the Director of Operations.

(2) For Football Games and Athletic Events:

Overtime shall first be offered to Grounds employees as their area of expertise. Once it is determined how many Grounds employees wish to accept the overtime assignment, it is management's responsibility to offer the remaining overtime to other employees as follows:

Overtime shall next be offered to other employees on a rotational basis in order of seniority. Only those employees who wish to be called for such overtime shall be placed on the rotation list annually.

For each subsequent event, overtime shall first be offered to Grounds employees, then to employees on the rotation list, beginning at the point on the list where the opportunity ended for the last event.

If the employee declines the overtime, does not respond to a contact, or is on vacation or absent from work on a day he is called in the rotation, he will not be called again until the next rotation.

(3) For Boiler Checks:

Overtime shall be offered to Maintenance and Skilled Trades employees as their area of expertise on a rotational basis and scheduled in advance, except that grounds employees shall not be included on the rotation list. The rotation list shall be in the order of seniority. Only Maintenance and Skilled Trades employees who wish shall be placed on the list.

- (4) In an emergency situation, language in (a) above applies.
 - (5) All other overtime must be authorized and directed by the Director of Operations or designee.
- (e) If management determines that security is needed for such events as graduation, Halloween and the like, then the additional work opportunity will be posted through the applicable building's overtime rotation list. Where district-wide security, requiring the use of a school vehicle, is required, the extra work opportunity will be provided to maintenance personnel in the usual manner of rotation.

ARTICLE 22

TIME AND ONE-HALF AND DOUBLE TIME

- (a) Time and one-half will be paid as follows:
 - 1. For all hours worked over eight (8) in one day.
 - 2. For all hours worked in excess of forty (40) in the regular work week.
- (b) Double time will be paid as follows:
 - 1. Double time will be paid for all hours worked on Sunday (for employees scheduled to work Monday through Friday).
 - 2. In cases of employees who work alternate work week schedules, double time will be paid for all hours worked on the second consecutive day off. (For those working Tuesday through Saturday, the double time day will be Monday; for those working Wednesday through Sunday, the double time day will be Tuesday.)
- (c) Triple time will be paid for all hours worked on holidays as defined in this Agreement. This includes the holiday pay.

(d) Double time will be paid for Sunday routine building checks (for those who volunteer and perform the work).

ARTICLE 23

HOLIDAYS

(a) The paid holidays for 52-week employees are designated as:

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

Forty-four week employees will be entitled to all current paid holidays, except Independence Day.

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

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

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

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

The process identified in subsection (b) above shall be applied in like manner to those working either of the alternate work week schedules.

ARTICLE 24

VACATIONS

(a) Eligibility.

A 52-week employee will earn credits towards vacation with pay in accordance with the following schedule:

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

A 44-week employee will be entitled to vacation according to the following schedule:

- 2 vacation days after two years of service
- 3 vacation days after four years of service
- 4 vacation days after five years of service
- 5 vacation days after seven years of service
- 6 vacation days after nine years of service
- 7 vacation days after ten years of service

(b) Vacation periods.

1. Vacations will be granted at such times during the year as requested by the employee and approved by the Employer.
2. When a holiday is observed by the Employer during a scheduled vacation, the holiday will not be charged to vacation time.
3. Unless mutually agreeable, a vacation may not be waived by an employee and extra pay received for work during that period.
4. If an employee becomes ill and is under the care of a duly-licensed physician during his/her vacation, those days charged to sick leave will not be charged to vacation leave. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of earned vacation.

(c) Personal business days.

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

ARTICLE 25

FRINGE BENEFITS

1. All employees electing health insurance will move from the current MiEhip plan to:

PAK A

- MESSA Choices II, \$500/\$1,000 deductible, \$20 Office visit, Saver RX
- Delta Dental 75/75/75/\$1000, 2 cleanings
- VSP 2 Silver
- Life Insurance - \$10,000 AD&D - \$10,000
- LTD 66 2/3%, Max \$3,000; 90 CDMF; 2yr limitation on alcohol/drug and mental/nervous

or

PAK B (for those not electing PAK A)

- Delta Dental 75/75/75/\$1000, 2 cleanings
- VSP 2 Silver
- Life Insurance - \$10,000 AD&D - \$10,000
- LTD 66 2/3%, Max \$3,000; 90 CDMF; 2yr limitation on alcohol/drug and mental/nervous

2. The Employer shall comply with the hard cap provision set forth in Public Act 152 of 2011.

The Employer shall pay for the medical benefit premium expenditures of each eligible employee, not to exceed the hard cap limits in PA 152 for: single subscribers, individual plus spouse, and full family coverage.

Employees who are insured through this program shall contribute the amount that exceeds the hard cap limit. These contributions shall be payroll-deducted through the Employer's Section 125 plan.

All coverage in this section is to be effective on the date the carrier accepts the employee for coverage. The district shall not be responsible for insurance coverage for any time the employee is not enrolled by the carrier, nor shall the district be responsible in the event a dispute arises concerning whether the applicable insurance provides a particular benefit.

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

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

Members of the bargaining unit with an approved unpaid medical leave of absence may have their health, dental and/or life insurance premiums paid according to the following:

Over one year seniority	District pays one month.
Over two years seniority	District pays two months.
Over three years seniority	District pays three months.

At whatever time the employee is no longer eligible for the above insurance, it will be employee's responsibility for converting his/her insurance policy with the district to his/her own individual health insurance policy.

403 B ANNUITY

The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in the availability of sound investment alternatives to assist them in achieving their retirement savings goals. The parties agree that MEA Financial Services shall be named as one of the vendors under the District's 403(b) plan as appropriate under IRS regulations and subject to the same terms and conditions applicable to other approved investment providers under the District's 403(b) plan.

The Board agrees that, to the extent that it chooses to contract with a third party to perform support services in administering the District's 403(b) plan, bargaining unit members will not be assessed any fee for such services. Bargaining unit members will, however, be responsible for any costs or fees assessed by an investment provider and/or investment sales agent in connection with an investment selected by the bargaining unit member under the 403(b) plan.

All bargaining unit members shall be eligible to participate in the District's 403(b) plan. The District shall adopt and maintain any 403(b) plan applicable to bargaining unit members in compliance with all applicable Internal Revenue Code requirements.

ARTICLE 26

UNEMPLOYMENT COMPENSATION

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

ARTICLE 27

WORKER'S COMPENSATION

Employees absent due to injury or illness covered by Worker's Compensation will be paid the difference between Worker's Compensation benefits and their regular daily wage and this shall continue for the duration of their accumulated sick leave days. Each day's use of sick leave shall be counted as the use of one-half (1/2) day of accumulated sick leave regardless of the exact amount contributed by the Employer. During the first two (2) work days of the injury or illness, the employee has the irrevocable choice of the above or not receiving pay from the Employer and not being charged one-half (1/2) days for sick leave.

ARTICLE 28

WORK PERFORMED BY SUPERVISORS

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

ARTICLE 29

COMPENSATION

(a) Shift Premium.

1. Employees whose regular work day starts during the second shift will receive, in addition to their regular pay for the periods, thirteen cents (\$.13) per hour shift premium.
2. Employees whose regular work day starts during the third shift will receive in addition to their regular pay for the period, eighteen cents (\$.18) per hour shift premium.
3. Alternate work week employees working first shift assignments will receive, in addition to their pay for the period or periods, fifty cents (\$.50) per hour premium.

4. Alternate work week employees working second shift assignments will receive, in addition to their pay for the period or periods, sixty-three cents (\$.63) per hour premium.

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

(c) Wages: 2013-14 = 0%, 2014-15 = wage re-opener (see terms below), 2015-16 = wage re-opener (see terms below)

DEPARTMENT	2013 - 2014 = (0%)	
Maintenance II	Year 1	10.56
	Year 2	11.70
	Year 3	12.82
	Year 4	13.99
	Year 5	15.11
Maintenance III	Year 1	14.38
	Year 2	15.94
	Year 3	17.48
	Year 4	19.03
	Year 5	20.57
*Skilled Trades	22.81	

For the school years 2014-15 and 2015-16 the following shall apply:

- o The parties agree to economic reopeners for the 2014-15 and 2015-16 school years to enable renegotiation of wages.
- o At the request of either party, the parties agree to begin meeting in May of each year in order to negotiate wages for the upcoming school year.
- o Both parties retain all rights to negotiate these provisions that they would otherwise have under the Public Employment Relations Act (PERA) or other applicable laws, for the negotiation of these matters.
- o Matters not subject to negotiation will remain in effect and shall not be changed without mutual agreement between the parties.

- o During those reopener negotiations the parties agree that each shall have the right to utilize impasse resolution procedures (mediation and fact finding) with respect to those mandatory subjects of bargaining within the scope of the reopener.

*Skilled Trade wages apply only to those holding state-required licenses, and who are performing work which is contemplated and covered by those licenses. These include journeyman/master electricians, journeyman/master plumbers, journeyman and professionally certified HVAC personnel and the lead maintenance person at the high school, responsible for boiler, HVAC and locksmith duties.

For compensation purposes, employees who are moved from one to another category shall be placed according to the year which reflects their seniority.

ARTICLE 30

ENTIRE AGREEMENT CLAUSE

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

ARTICLE 31

WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 32

NO STRIKE CLAUSE

- (a) The Union agrees that during the term of this Agreement neither it nor the employees shall authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act 336, as amended by Public Act 379. Strike shall also be defined to include slowdowns, stoppages, sit-ins, picketing, boycotts, work stoppage of any kind, the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the district.
- (b) Any employees violating this article may be subject to disciplinary action with recourse to the grievance procedure.
- (c) The Union agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or administrative personnel or board members of the district regarding the administration of this contract or any grievance filed thereunder.
- (d) In the event of any such violation of this article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by:
 - 1. The Union will take prompt, affirmative action to prevent strikes and picketing or any other action as described above by notifying the employees and public that the Union disavows their actions.
 - 2. Deliver immediately to the district a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and
 - 3. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.
- (e) No lockout of employees shall be instituted by the Employer during the terms of this Agreement.

ARTICLE 33

TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 P.M. June 30, 2016.

- (a) 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.

ARTICLE 34

TRANSFERS

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

ARTICLE 35

SEVERABILITY CLAUSE

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


ARTICLE 36

EFFECTIVE DATE


This Agreement shall be effective as of June 24th, 2013.


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

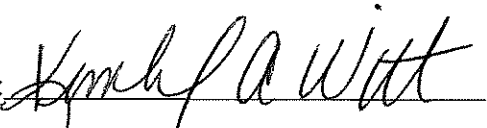
FOR THE UNION

By: 
President,
Howell Custodial/Maintenance MEA

FOR THE EMPLOYER

By: 
President, Board of Education

By: 
Treasurer,
Howell Custodial/Maintenance MEA

By: 
Secretary, Board of Education

MEMORANDUM OF UNDERSTANDING
BETWEEN
HOWELL PUBLIC SCHOOLS
AND
HOWELL CUSTODIAL/MAINTENANCE

The undersigned agree to modify Article 27 in the following respects only:

1. When an employee is off of work they may request, and be granted, their earned vacation and/or sick time.
2. The employee will not be considered to be in a paid status. A paid day of vacation and/or sick time will not extend or reinstate fringe benefits.

For the District

For the Union

MEMORANDUM OF UNDERSTANDING
between
HOWELL PUBLIC SCHOOLS
and
HOWELL CUSTODIAL/MAINTENANCE

WHEREAS the 1992-1993 collective bargaining agreement between the above-named parties provides in part that employee assignments consist of "eight (8) consecutive hours" (Article 23, Section A.); and

WHEREAS the Americans with Disabilities Act (ADA) of 1992 mandates that employers make reasonable accommodations, absent undue hardship, to enable handicapped employees to perform those jobs whose essential functions they are able to perform with or without modification,

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. That a bargaining unit employee who is handicapped but otherwise able to perform the job on a part-time basis shall be permitted to perform bargaining unit work to the extent authorized by the physician during any partial disability; and
2. that such accommodation shall not be deemed to erode the language, spirit or intent of Article 23, Section A.; and
3. that this Agreement shall not constitute a precedent except to the extent set forth in item #1 above.

By: _____
for the Union

By: _____
for the District

MEMORANDUM OF UNDERSTANDING
between
HOWELL PUBLIC SCHOOLS
and
AFSCME COUNCIL 25

WHEREAS MESSA short-term disability insurance, previously available to members of the bargaining unit through payroll deduction, was terminated as of November 1, 1990, by action of the carrier; and

WHEREAS the parties have been engaged in collective bargaining over the issue from that date to the present,

THE UNION and the SCHOOL DISTRICT have settled the matter as follows:

1. Members of the bargaining unit may, at their option and through payroll deduction, enroll in the following programs provided by the Michigan State AFL-CIO Public Employee Trust to take effect April 1, 1991:
 - a. the twenty-nine (29) day short-term disability program and/or
 - b. long-term disability.
2. An open enrollment period limited to this purpose and to these programs shall commence on March 11, 1991, and end on March 22, 1991.
3. It is understood that all benefit coverage under these programs will be subject to carrier approval and that employees enrolled in these program(s) will be responsible for the entire cost of the program(s) through payroll deduction.
4. The grievance pending over this issue is hereby withdrawn.

By: _____
for the Union

By: _____
for the District

Date: _____