

MASTER AGREEMENT

Between

SHELBY PUBLIC SCHOOLS BOARD OF EDUCATION

And

**SHELBY PUBLIC SCHOOLS EMPLOYEES CHAPTER OF
LOCAL 2389 (2389.04) MICHIGAN COUNCIL #25 AFSCME,
AFL-CIO**

Effective Date: July 1, 2013 – June 30, 2016

AGREEMENT

This Agreement entered into on this **first day of July, 2013** between the Shelby Board of Education (hereinafter referred to as the "Employer") and Shelby Public Schools Employees' Chapter of Local #2389.04, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT:

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the employer, the employees and the union.

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.

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:

- a) All custodial and maintenance employees, and all food service employees, but excluding bus mechanics, supervisors and all other employees.
- b) Substitutes. Substitutes shall be defined as employees who are called on an intermittent basis to fill in for employees who are absent due to illness, personal leave, bereavement, vacation, **or leave of absence as defined under Article 21 Leave of Absence.**
- c) **Temporary employees shall be defined as those employees who are used to assist the district with an immediate temporary short-term need.** Temporary employees shall not be used for a period in excess of ninety (90) working calendar days unless mutually agreed upon. Temporary and substitute employees shall not be covered by the terms of this agreement.

Temporary and substitute employees shall not be used to displace regular bargaining unit employees nor shall the Employer use a series of temporary hires to avoid filling a bargaining unit job.

ARTICLE 2. AID TO OTHER UNIONS

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

ARTICLE 3. MANAGEMENT RIGHTS

The Union shall recognize that the board of education, on its behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States.

Except as expressly abridged or modified by this Agreement or by the Act, the powers, rights, authorities, duties and responsibilities shall include the right to hire, promote, or demote; to transfer and discharge; to layoff; to retire employees, to determine schedule of hours of work and school term; to sub-contract work, which is not normally performed by the bargaining unit, and to make and enforce reasonable rules and regulations (the union will be notified in advance of any changes in rules/regulations) to promote safety, efficiency, discipline, order and protection of the employer's employees, operations, and property from injury, damage or other loss from any source. In return for wages and fringe benefits, the employees agree to perform a fair day's work.

ARTICLE 4. UNION PARTICIPATION

- a) Employees covered by this agreement at the time it becomes effective and who are members of the union at that time **may voluntarily** continue membership in the union or **voluntarily** pay a service fee to the union equal to dues and initiation fees uniformly charged for membership **or choose not to pay dues/fees.**
- b) Employees covered by this agreement who are not members of the union at the time it becomes effective **may voluntarily** become members of the union or **voluntarily** pay a service fee equal to dues and initiation after the effective date of this agreement **or choose not to pay dues/fees.**
- c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement **may voluntarily** become members of the union or **voluntarily** pay a service fee to the union equal to dues and initiation fees required for membership for the duration of this agreement, commencing the thirtieth (30th) consecutive calendar day following the beginning of their employment in the unit.
- d) **The employer shall notify the Local Chapter Chair or Local representative of the names and addresses of employees, who through a change in their employment status, are no longer employed with the school and shall provide an alphabetical list of all new hires since the date of submission of the previous list of new hires. The Chapter chair shall be provided a reasonable amount of time to meet with each new employee.**

- e) The provisions of this Article shall not apply to temporary or substitute employees who accrue no rights or benefits under this Agreement.
- f) Should an employee terminate his/her services, his/her position must be filled within thirty (30) working days. An exception would be if there would be cutbacks because of financial difficulties or a reduction in the custodial workload.
- g) **In the event PA 53 of 2012 and/or PA 349 of 2012 is either overturned with no further appeals, or repealed, and upon revision of Board of Education Policy Vol. 28, No 1 which was modified to comply with PA 53 of 2012, the language in Articles 4, 5, 6, and 7 shall revert back to the language in effect prior to the Act.**

ARTICLE 5. DUES DEDUCTIONS

- a) Voluntary dues deductions may be made to Michigan AFSCME Council 25. 1034 N. Washington Ave, Lansing, MI 48906. For additional information contact the Chapter Chair or call 1-800-237-2692.

ARTICLE 6. UNION REPRESENTATION

- a) Stewards. Alternate Stewards and Unit Chairperson. The employees covered by this agreement will be represented by two (2) stewards. The union shall have the exclusive right to assign said stewards, and shall assign only one (1) steward to each of the following locations or departments:
 - 1. custodians/**maintenance**
 - 2. food service personnel
- b) In the event that a problem or grievance should arise, the steward or alternate will investigate the problem or grievance during the last hour of the shift and without loss of time or pay under the following guidelines:
 - 1. Stewards and alternates shall function only within their respective department.
 - 2. The custodial steward or alternate may not investigate a complaint, or present, or handle a grievance until such time as arrangements have been made to have his/her assigned building covered by another custodial/maintenance employee.
 - 3. Before any steward may leave his/her work station to investigate a complaint or handle a grievance, he/she shall inform his/her immediate supervisor of such requirement and the estimated time involved. Subject to the requirements of the previous section, the request will be granted.
 - 4. In accordance with the grievance procedure, the unit chairperson will be allowed the necessary time off during working hours, without loss of time or pay, to present grievances to the employer.

c) Union Bargaining Committee

1. Employees covered by this agreement will be represented in negotiations by three (3) negotiating committee members. All bargaining by the parties shall commence at a mutually agreeable time.
2. Should the negotiations take place during a normal shift; the employee will not lose time or pay for time spent in negotiations.

ARTICLE 7. SPECIAL CONFERENCES

- a) Special conferences for important matters will be arranged between the chapter chairperson and the employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the union and two (2) representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreed upon time. The members of the union shall not lose time or pay for time spent in such conferences when such conferences take place during the employees' normal shift. This meeting may be attended by representatives of the council and/or representatives of the International Union.
- b) The union representative may meet on the employer's property for at least one-half (1/2) hour preceding the conference.

ARTICLE 8. GRIEVANCE PROCEDURE

- a) The grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them and to prevent grievances and to settle any disputes as fairly and promptly as practical. Any grievance or problem not appealed by the union within the time limits shall be deemed settled on the basis of the employer's last answer. Likewise, failure of the employer to answer within the time limit shall move to the next step.
- b) A grievance is any dispute, controversy or difference between the union and employer with respect to the meaning, interpretation or application of any specific Article or Section of this agreement.
- c) Grievances will be presented to the employer during the hours of 8:30 a.m. and 4:30 p.m. on Monday through Friday. The employer will answer, in writing, any grievance presented to it, in writing, by the union.
- d) Any employee having a grievance will process it in the following manner and within the specified time limits.

Step 1:

- a) If an employee feels he/she has a grievance, he/she may discuss the grievance or problem with his/her steward
- b) An employee and/or his/her steward may discuss the problem or grievance with the immediate supervisor within ten (10) working days of the employee's knowledge of the occurrence. The purpose of this step is to resolve the matter informally.

Step 2:

- a) If the matter is thereby not disposed of, the steward shall submit the grievance, in writing, to the immediate supervisor on approved grievance forms within five (5) working days after the informal meeting. Upon receipt of the grievance, the supervisor shall sign and date the steward's copy of the grievance.
- b) The immediate supervisor shall give a written reply to the steward within **five (5)** working days. The written grievance shall contain the following:
 - 1. It should be signed by the grievant(s) or the union.
 - 2. It should contain the facts giving rise to the grievance.
 - 3. It should specify the section of the agreement alleged to have been violated.
 - 4. It should contain the date of the event giving rise to the grievance.
 - 5. It should specify the relief sought.

Step 3:

If the answer at Step 2 is not satisfactory to the union, the grievance shall be presented, in writing, by the chapter chairperson to the superintendent or his/her designated representative within five (5) working days following the immediate supervisor's reply. The superintendent or his/her designated representative shall sign and date the chapter chairperson's copy. The superintendent may then arrange a meeting to discuss the grievance. Non-employee representatives may be present at such meeting. The superintendent or his/her designated representative shall give a written reply to the chapter chairperson within ten (10) working days following such meeting.

Step 4:

- a) If the answer at Step 3 is not satisfactory and the union wishes to carry it further, the chapter chairperson shall refer the matter to Council #25.

- b) In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the employer's answer at Step 3, meet with the employer for the purpose of attempting one last effort to resolve the dispute(s). If the dispute(s) remain unsettled, and the council wishes to carry the matter further, Council #25 shall file a Demand for Arbitration in accordance with the American Arbitration Association's Voluntary Labor Arbitration Rules.
- c) If the parties are unable to agree upon an arbitrator, he/she shall be appointed by the American Arbitration Association.
- d) The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the close of the hearing. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.
- e) There shall be no appeal from any arbitrator's decision: Each such decision shall be final and binding on the union, its members, the employee(s) involved, and the employer. The arbitrator shall make a judgment based on the express terms of this agreement, and shall have no authority to add to or subtract from or disregard, alter or modify any of the terms of this agreement. The expenses of the arbitrator shall be shared equally between the employer and the union.

The arbitrator shall have no authority to rule on prohibited subjects of bargaining.

- f) Either party may request that the evidence and proceedings be stenographically reported and the cost of such shall be borne by the party requesting it, including their own witnesses. If either party should request stenographic reporting, they shall furnish the arbitrator and the other party copies of the evidence and copies of the transcript of the proceedings.
- g) No party other than the union or Shelby Public Schools may invoke the arbitration request or process.
- h) An employee may present a grievance to the employer and have the grievance resolved without intervention of the union or its representatives, provided the adjustment is not inconsistent with the terms of this agreement, and the union has been given the opportunity to have its representatives present.
- i) A grievance may be withdrawn without prejudice; and if so withdrawn, all financial liabilities shall be canceled. When one or more grievances involve a similar issue, 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.
- j) Hearings will be held at Shelby, Michigan, in accordance with the American Arbitration Association's Voluntary Labor Arbitration Rules.

ARTICLE 9. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

ARTICLE 10. DISCHARGE AND SUSPENSION

- a) The employer will not discharge an employee or take other disciplinary action without just cause.
- b) Notice of discharge or suspension.
 - 1. The employer agrees, promptly upon discharge or suspension of an employee to notify his/her steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
 - 2. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward and the employer will make available a meeting room 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 steward.
- c) Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, a complaint shall be presented, in writing, to the superintendent within five (5) regularly scheduled working days of the discharge or suspension. The superintendent or his/her designated representative will review the discharge and give his/her answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the employee, the matter shall be referred to Step 4 of the grievance procedure.
- d) Use of Past Record. In imposing any discipline or discharge on a current charge, the employer will not take into account any prior infractions which occurred more than three (3) years previously.

ARTICLE 11. SENIORITY (Probationary Employees)

- a) New employees hired in the unit shall be considered as probationary employees for the first one hundred (100) working days (working days means days actually worked and does not include things like sick days, holidays and snow days). When an employee successfully completes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from his/her date of hire. There shall be no seniority among probationary employees. Probationary employees will receive no sick leave pay, vacation leave pay, funeral leave pay, or personal leave pay during the probationary period, and even though there will be no retroactive pay for any leave used during the probationary period, upon successful completion of the probationary period, these leaves will accrue from the date of hire.

Holidays that occur during the probationary period will be paid. *"Hired" is the date of the Shelby **Board of Education** meeting when the board approved the hiring.

- b) Probationary employees shall be subject to this agreement in respect to rates of pay, wages, hours of employment, and other conditions of employment. A probationary employee may be discharged, disciplined, transferred, laid off for any reason other than lawful union activity without recourse to the grievance procedure.
- c) For the purpose of applying wages and other economic benefits under this agreement, the Seniority shall be on an employer-wide basis in accordance with the employee's last date of hire. For the purpose of promotion, shift preference and for applying layoffs and recall, seniority will be on a department-wide basis. Departments to be as follows:
 - 1. custodial (includes building/grounds position)
 - 2. food service employees
 - 3. head cook
 - 4. maintenance

ARTICLE 12. SENIORITY LISTS

- a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- b) The seniority list will show the date of hire, names and job titles of all employees of the unit entitled to seniority. **For employees hired after 6/17/2010, the seniority list will be amended to reflect the following;** If two or more employees have the same hire date, the highest last four digits of their social security number will determine higher seniority.
- c) The employer will keep the seniority list up to date and will provide the chapter chairperson with the same, as requested.
- d) The anniversary date for fringe benefits will be July of each year (this includes but is not limited to vacation leave, sick leave, funeral leave, personal leave, tool allowance and uniform allowance.) Persons hired at a time other than July 1 will have these benefits prorated for the portion of the year they are working prior to the next July 1.

ARTICLE 13. LOSS OF SENIORITY

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

- a) He/she quits.
- b) He/she is discharged and the discharge is not reversed through the procedure set forth in this agreement.

- c) He/she is absent for one (1) working day without notifying the employer. In proper cases, exceptions shall be made. After such absence, the employer will send such written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her 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/she does not return to work when recalled from layoff as set forth in the recall procedure **or is not recalled within two (2) years of layoff**. In proper cases, exceptions shall be made.
- e) Return from sick leave and leaves of absence will be treated the same as c) above.
- f) He/she retires.

ARTICLE 14. SHIFT PREFERENCE

Employees covered by this agreement shall be allowed, once each year, to exercise shift preference within their classification on the basis of seniority, provided the employee has the ability to perform the job. Employees wishing to exercise a shift preference will have their written request into their union steward and to the superintendent **by October 1st**. Other employees impacted by the shift preference will have seven (7) days (after they are notified of the "bump") in which to provide a written request for their shift preference.

When all "bumping" is completed, everyone involved will be notified. **New shifts, based on preference will go into effect the first day of school in November.** A shift preference at a time other than the above stated time may be approved by the superintendent and AFSCME **chapter chair** when it is for good and proper reasons. **No part-time custodian will exercise shift preference to displace a full-time custodian, regardless of seniority.**

Classifications: Food service, head cook, custodian, grounds, maintenance

ARTICLE 15. LAYOFF DEFINED

- a) The word "layoff" means a reduction in the work force due to a decrease of work or decrease of funds.
- b) In the event it becomes necessary for layoff, the employer shall meet with the proper union representatives at least two (2) weeks prior to the effective date of layoff except in cases of impossibility because of emergency to do so. At such meeting the employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations.
- c) When a layoff takes place employees 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, i.e., the least senior employee on the seniority list being laid off first.
- d) Employees to be laid off will receive at least two (2) weeks advance notice of the layoff.

ARTICLE 16. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to the inverse order of being laid off **within two (2) years of layoff**. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within five (5) working days from the date of mailing of notice of recall, he/she shall be considered a quit. In proper cases, exceptions may be made.

ARTICLE 17. TRANSFERS

Transfers of Employees. If an employee transfers to a position under the employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a **vacant** position within the bargaining unit, he/she shall have accumulated seniority while working in 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 18. JOB POSTING AND BIDDING PROCEDURES

- a) All vacancies and/or newly created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of seven (7) working days setting forth the hours, shift, location and minimum requirement for the position in a conspicuous place on union bulletin boards in each building. Employees interested shall sign the posting within seven (7) working days' posting period. The senior employee signing for the position who meets the necessary minimum requirements as specified by the employer shall be granted a four-week trial period to determine:
 1. His/her desire to remain on the job
 2. His/her ability to perform the job
- b) The job shall be awarded or denied within **fourteen (14)** working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given, in writing, to the employee and his/her steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The employer shall furnish the chapter chairperson with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period, the employer shall furnish the chapter chairperson with a copy of the list of names of those employees who applied for the job and thereafter notify the union's chapter chairperson as to who was awarded the job.
- c) During the four-week trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employer determines that the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his/her steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

- d) During the trial period, employees will receive the rate of pay of the job they are performing.
- e) Employees required to work in a higher classification shall be paid the rate of the higher classification.

ARTICLE 19. VETERANS (Reinstatement)

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

ARTICLE 20. LEAVE OF ABSENCE FOR VETERANS

- a) Employees who are in a branch of the Armed Forces Reserve or National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted (A maximum of two (2) weeks per year is the limit, except in cases of emergency as defined by mutual agreement of the employer and the union.)

ARTICLE 21. LEAVE OF ABSENCE

- a) Leaves of absence for periods not to exceed the below specified time **will** be granted, in writing, without loss of seniority for:
 - 1. Serving in any elected or appointed position, public or union (one year, unpaid, with no accumulation of seniority).
 - 2. Child-care leave (one year, unpaid).
 - 3. Illness leave -physical or mental (six months, unpaid).
 - 4. Long-term illness in immediate family (six months, unpaid).

Such leaves may be extended for like cause by mutual agreement of the employer and the employee.

- b) Employees shall accrue seniority while on any leave of absence (a. 1 above) granted by the provisions of this agreement, and shall be returned to the position they held at the time the leave of absence was granted or to a position to which his/her seniority entitles him/her.
- c) Members of the union selected to attend a function of the union, i.e., the International Union Convention, the Michigan Council #25 Convention, coordinating committees, council executive board meetings, shall be allowed time off without loss of time or pay to attend. Such leaves shall be limited to two (2) personal days per year **bargaining-unit wide**.

- d) Bargaining unit employees who choose to participate in a job-related in-service training program will be allowed time off without loss of time or pay to attend. Such leave will be limited to two (2) personal days per year* In the case that such training is required as a part of an employee's certification for the job they are performing, the employer will pay the cost of tuition and registration.
- e) Employees on an unpaid leave of absence will not be paid for any holidays that occur during the leave.

*Time can be extended, if necessary, for certification.

ARTICLE 22. UNION BULLETIN BOARDS

The employer will provide bulletin boards in each building which may be used only by the union for posting notices pertaining to union business. The employer also agrees to allow the use of a school building for meetings of the Shelby Public Schools Chapter of Local 2389.

ARTICLE 23. 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.

ARTICLE 24. TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees, who are on vacation, absent because of illness, etc., may 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. This temporary assignment must be approved by the superintendent, **chapter chair** and the individual taking the temporary assignment.

ARTICLE 25. JURY DUTY/.JUDICIAL & ADMINISTRATIVE SUBPOENAS

An employee who serves on jury duty shall be paid his or her full compensation for jury duty. A copy of the jury summons shall be provided to the Employer. Any employee who is subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his or her full compensation for such time unless testifying against the District in any case brought by the employee or the Union against the Employer. If the employee is released from the proceedings before the end of their work hours, the employee shall contact their supervisor to determine whether to report to work. An employee subpoenaed to testify in a judicial or administrative matter against the District in any case brought by the employee or the Union against the Employer, shall be granted such time as personal time or vacation time with the option to take such time without pay if the employee has no personal or vacation time remaining.

ARTICLE 26. SAFE WORKING ENVIRONMENT

The employer agrees to attempt to provide a safe working environment for all bargaining unit employees. **Employees shall report any safety problems to their supervisor. In the event the problem is not resolved satisfactorily the union and employer shall meet in Special Conference as allowed under Article 7 as soon as practicable.**

ARTICLE 27. WORKER'S COMPENSATION (on the job injury)

Each employee will be covered by the applicable worker's compensation laws. **The employer further agrees that an employee eligible for worker's compensation will receive in addition to his worker's compensation, an amount to be paid by the employer sufficient to make up the difference between worker's compensation and his/her regular weekly net income. This shall not exceed a period of up to six (6) months, deducted first from the employee's sick leave, and second, if requested by the employee, from annual leave.**

ARTICLE 28. WORKING HOURS (shift premium and hours)

- a) Employees who work more than fifty percent of their shift after 3:00 p.m. shall receive an additional fifteen cents (\$0.15) per hour shift premium added to their base rate of pay for all hours worked after 3:00 p.m. The shift premium will be paid for sick, funeral and personal leaves during the school year, vacation time during the school year, school year holidays and for unscheduled school year days such as snow days (in other words for such time when the employee would normally be working the premium shift). It will not be paid for holidays or vacations during the summer, Christmas Break, Spring Break or other days when the employee would usually work during a non-premium shift.
- b) **Shift Hours.** New shifts will be posted annually by September 15 and awarded by seniority. Shift hours shall be designated by the employer. Any shift changes after September 15th will be per mutual agreement between employer and union.
- c) The regular work day for **full-time** custodial/maintenance employees will be eight (8) hours per day for a total of forty (40) hours per week, **with one (1) full-time custodian per operating school building and one full time maintenance and one full-time building and ground employee per district.** Food service employees will be considered part-time employees. **The regular work day for part-time custodial/maintenance employees will be less than eight (8) hours per day for less than a total of forty (40) hours per week.**
- d) Employees will be allowed thirty (30) minutes for lunch, not included in their regular work day, **provided the employee works at least five (5) hours per day.**
- e) Employees may take a fifteen (15) minute work break in the a.m. and also a fifteen (15) minute work break in the p.m. or the first half and second half of their regular shift, whichever may apply. Part-time employees working 3 to 6 continuous hours per day may take one fifteen (15) minute break and those working 6 to 8 continuous hours may take two fifteen (15) minute breaks per day. Supervisor and employee shall establish the timing of breaks.

- f) Every attempt will be made to post overtime requests at least five (5) days prior to the event. The posting will end forty-eight (48) hours prior to the event. Overtime will be available **and awarded** on a rotating basis, starting with the most senior employee. Employees offered overtime (whether accepted or refused) will then drop to the bottom of the list.
- g) Shift hours will be assigned with regards to utmost efficiency.
- h) Time and one-half shall be paid:
 1. for all hours worked in excess of 8 hours in a day
 2. for all hours worked in excess of 40 hours in a week
 3. **for all hours worked on a Saturday.**
- i). Double time will be paid as follows:
 1. for all hours worked on Sunday
 2. for all hours worked on holidays that are defined in this agreement in addition to holiday pay
- j) When food service **or custodial services are needed** to work the extra or additional events after regular working hours, the food service personnel and custodians will be asked to work during that time. **Work will be awarded on a rotational basis, starting with the most senior employee as outlined in Article 28, Section f.**
- k) Classes offered by the Michigan Department of Education Child Nutrition Program to meet Level I through Level V certification will be paid for by the employer. Mileage to and from these classes will be paid by the district at the established district per mile rate. Meals will be covered at the established district rate, with pre-approval and appropriate documentation, when the class requires the employee to be away during the meal time.

The employer will pay two hundred dollars (\$200) per year per employee for conferences offered by ASFSA. Attending employees must provide a proper receipt of payment in order to be reimbursed for monies spent. Mileage will not be paid for attending these conferences but the school van may be **used if it is available and if more than four (4) employees are traveling to the conference together.** Public Health in-services and meetings of the West Shore and Golden Shore Associations will not be reimbursed in any fashion.

Food service employees who receive certification will be paid \$.25 per hour in addition to their regular rate while working their regular job at their respective building(s),

ARTICLE 29. EMERGENCY CLOSING

- a) Day Custodians will report on Emergency Closing Days. Second shift custodians, those who start work after 12:00 noon, will report at times determined by the Superintendent once athletic events are determined.
- b) Call-in **emergencies and building checks** will be on a rotation basis starting at the top of the seniority list. **Minimum pay will be for (two) 2** hours at time and one-half.

c) School Year Employees (food service)

Food service employees will not work on emergency closing days. Food service employees will receive two (2) emergency closing compensation days for the first 2 days of school closure. Additional Emergency closing days not scheduled for make-up will be unpaid. On days of delayed starts due to weather, food service employees will be paid their normal shift hours and rate.

ARTICLE 30. SICK LEAVE

All **year round** employees covered by this agreement will receive fifteen (15) sick leave days per year accumulative to one hundred (100).

All **school-year** employees will be given ten (10) sick days accumulative to one hundred (100).

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.

An employee may use up to six (6) days, to be deducted from sick leave, in case of short-term illness of an immediate family member. Additional days may be granted by superintendent based on situation, medical verification, etc.

An employee who is laid off pursuant to the provisions of this agreement shall have his/her accumulated sick leave reinstated in whole upon recall to employment within this bargaining unit.

In the event of death of an employee who has accumulated fifteen (15) service years with the district, **forty-five percent (45%)** of unused sick leave days will be paid at the prevailing rate to the employee's beneficiary.

Any employee who has **accumulated** fifteen (15) **service** years, upon retirement, shall receive **payment for forty-five percent (45%) of his/her unused sick leave days made as an employer contribution in the employee's 403(b) or 457 plan opened prior to the employee's separation. The employer shall supply a list of providers.**

A sick bank shall be set up in which the days over maximum will be deposited and can be drawn **by a food service employee** with the approval of the superintendent and the food service steward. A maximum of **twelve (12)** days may be utilized from the sick bank by an employee. The **twelve (12)** days that may be used are for duration of employment under an AFSCME contract with Shelby Public Schools as a **food service employee**. Days from the sick bank may be withdrawn for extraordinary circumstances only (i.e. surgery, cancer, heart attack), not for occasional sick or family sick days **and may only be granted after employee has exhausted all accumulated leave days. Days borrowed must be paid back at a minimum of three (3) days per year (or more if the employee wishes) until all sick bank days are paid back.**

If it is evident an employee is abusing the use of sick days, a supervisor or superintendent shall investigate the incident. The findings of this investigation shall be presented to the employee and the union steward. The superintendent shall take the following action:

First offense: a written reprimand placed in the employee's file

Second offense: suspension (with pay) for one day

Third offense: suspension (without pay) for one day

Fourth offense: dismissal

ARTICLE 31. FUNERAL LEAVE

Leave up to **three (3) days**, when required, will be granted in the case of death of an employee's spouse, father, mother, father-in-law, mother-in-law, step-parents, children, step-children, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or grandchildren. **Additional days may be granted by the Superintendent.** The amount of **additional days** which are approved will depend upon travel and circumstances involved **and will be charged to the employee's sick leave.**

One day leave each year may be granted for a funeral of someone other than that of the immediate family to be deducted from sick leave. An employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral day with pay to be deducted from sick leave. A chapter chairperson or his/her representative shall be allowed one (1) funeral leave day to be deducted from sick leave in the event of the death of a member of the union who is a member of the bargaining unit for the exclusive purpose of attending the funeral. The above funeral leave benefits shall apply to **all employees.**

ARTICLE 32. HOLIDAY PROVISIONS

The paid holidays are designated as follows:

a) Full-time & year-round Employees

New Year's Day
Memorial Day
Independence Day
Friday Before Labor Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
Day Before New Year's Day

b) School year Employees Food Service

New Year's Day
Memorial Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day

Employees will be paid their current rate based on their regular work day for said holidays.

- c) Should a holiday fall on a Sunday, Monday shall be considered as the holiday unless school is in session, in which case Friday will be considered the holiday. Should a holiday fall on a Saturday, Friday shall be considered the holiday unless school is in session, in which case Monday will be considered the holiday.

This is contingent upon school not being in session.

- d) Variation in holidays will be allowable when mutually agreed, in writing, by both the employer and the union.
- e) All employees will receive their regular hourly rate for all hours that they otherwise would have been scheduled to work on a day when school is closed due to mechanical failure and the employee is asked not to report.
- f) **In the event food is to be prepared by Shelby Schools on in-service days, cooks will be offered the work.**

ARTICLE 33. VACATION ELILGIBILITY (full-time employees only)

An employee will earn credit towards vacation with pay in accordance with the following schedule:

- after one year, employee will be allowed 5 days vacation per year
- after two years, employee will be allowed 10 days vacation par year
- after five years, employee will be allowed 15 days vacation per year
- after ten years, employee will be allowed 20 days vacation per year.

ARTICLE 34. VACATION PERIOD (full-time employees only)

- a) Vacations will be granted at such time as requested by the employee. Exceptions will be two weeks before the last day of the student/teacher school year and one week before and one week after the first day of the student/teacher school year. No more than one employee will normally be allowed a vacation during the same period if school is in session. If more employees request time off than the needs of the service will allow a determination will be made by seniority.
- b) When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- c) A vacation may not be waived by an employee and extra pay received for work during that period.

- d) If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation. A physician's statement shall be required before a vacation is rescheduled, or payment in lieu of vacation is awarded.

ARTICLE 35. VACATION PAY (full-time employees only)

- a) If an employee is laid off or retired, or severs his/her employment, effective June 30th, he/she 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/her vacation the following year. **Persons leaving the service of Shelby Public Schools at a time other than June 30th will have these benefits prorated for the actual part of the year they worked.**
- b) Rate During Vacation. Employees will be paid their current rate based upon their regular scheduled day while on vacation and will receive credit for benefits provided for in this agreement.

ARTICLE 36. HOSPITALIZATION/MEDICAL COVERAGE (Full-time employees only)

- a) **EFFECTIVE JANUARY 1, 2014. - The employer agrees to pay the premium based on statutory cap monthly rates, currently \$488.13 single, \$976.26 two person, \$1331.26 family for hospitalization/medical coverage for the employee and his/her family, the plan to be the current school offered insurance. Any cost greater than the employer's contribution shall be subject to payroll deduction.**

Starting January 1, 2014 the Plan will be MESSA. Employees may elect either MESSA Choices II or MESSA ABC Plan 1 with a fully funded H.S.A. , along with Delta Dental and VSP 2 Silver Vision through MESSA Pak plans.

The employer reserves the right to determine and/or change insurance carriers and/or underwriters at any time provided thirty (30) days advance notice of any such determination or change shall be given to the Union.

- b) The employer agrees to pay the premium stated above for hospitalization/medical coverage for the employee and his/her family, during an employee's absence as a result of any injury, illness or maternity leave, within the realm of allowable paid sick leave and/or FMLA.
- c) A long-term disability insurance shall be provided to full-time employees.
- d) **Employees not electing the Employer offered medical insurance shall receive a cash payment of \$3,600.00 per year distributed equally over the pay periods. The Employee will continue to receive Employer paid dental (80/20), vision (80/20), and disability insurance (100%).**

- e) **During each insurance open enrollment period, employees who make payroll deduction for health premium differences or other insurance costs may elect to make deductions under the District's 125 plan.**
- f) The employer will continue to provide 80/20 dental coverage to food service employees who elect it, provided the employee pays 50% of the premium.

ARTICLE 37. PENSIONS

The Michigan State Public School Employees Retirement System program in effect at the time of this agreement shall be continued during the life of this agreement as to all employees. **Shelby Public Schools will follow the contribution guidelines, regulations and deadlines for the Michigan Public Schools Employees retirement System set forth by the Michigan Office of Retirement Services (ORS).**

ARTICLE 38. PERSONAL LEAVE DAYS

Each full-time and each part-time employee shall receive two (2) personal leave days each year, not to be deducted from sick leave. One (1) unused personal leave day shall be credited to the following year, resulting in a maximum of three (3) leave days.

ARTICLE 39. CLOTHING ALLOWANCE

All employees shall be allowed a **clothing** allowance as follows:

- Food service personnel **\$225.00** annually
- Custodians/maintenance -**\$200.00** annually

It is agreed that the **\$225.00** clothing allowance for food service employees can be utilized to purchase the following:

1. **Closed toe non-slip shoes**
2. **Work pants or capris, (no shorts)**
3. **Shirts, including designated food service shirts**
4. **Hats & Hair Restraints**
5. **Support hose and socks**

It is agreed that the **\$200 clothing** allowance for custodial/maintenance staff can be utilized to purchase the following: work shirts including, work pants, shoes, and when appropriate coats, jackets, **work gloves**, and coveralls. Underwear and socks will not be covered unless they are the insulated type specifically required for outdoor work.

Uniform allowances run from July 1 until June 30. Reimbursements will require an appropriate receipt. All requests for reimbursements must be turned in prior to June 1 of each fiscal year and nothing purchased between June 1 and July 1 will be reimbursable.

An item submitted for reimbursement that is questionable will be discussed with the employee, and when appropriate with the union, prior to payment or non-payment.

ARTICLE 40. COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this agreement.

ARTICLE 41. UNEMPLOYMENT INSURANCE

The employer agrees to provide, as a **reimbursing provider, unemployment benefits through the Michigan Unemployment Insurance Agency**, for all employees under this agreement.

ARTICLE 42. CONSOLIDATION OR ELIMINATION OF JOBS

The employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference.

ARTICLE 43. SUCCESSOR CLAUSE

This agreement shall be binding upon the employer's successors, assignees, purchaser, leasee or transferees, whether such succession, assignment, or transfer be effected voluntarily or by the operation of law; and in the event of the employer's merger or consolidation with another employer, this agreement shall be binding upon the merged or consolidated employer.

ARTICLE 44. WORK PERFORMED BY SUPERVISORS

Supervisory employees, will not perform bargaining unit work **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 45. NO STRIKE CLAUSE

a) During the life of this agreement, the union, its officers, and its members, individually or collectively, agree that neither it nor they will cause, permit, or take part in any sit-down, stay-in, or slow-down, or any curtailment of work, or restriction of service, or interference with education of the students. The union, its officers, and its members will not cause, or permit its members to cause, nor will any member of the union take part in any strike or stoppage of any of the employer's operations.

b) The employer agrees that during the life of the agreement there will be no lock-out.

ARTICLE 46. TERMINATION AND MODIFICATION

This agreement shall become effective as of July 1, 2013 and shall remain in full force and effect until 11:59 p.m. on June 30, 2016

The rates of pay shown in Appendix A, shall be effective July 1, 2013.

- a) If either party desires to amend and/or terminate this agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- b) If neither party shall give such notice, this agreement shall continue in effect from year-to-year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.
- c) If notice of amendment of this agreement has been given in accordance with the above paragraphs, this agreement may be terminated by either party on ten (10) days written notice of termination.
- d) Any amendments that may be agreed upon shall become and be a part of this agreement without modifying or changing any of the other terms of this agreement.
- e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, address, if to the union, to Michigan Council #25,1034 N. Washington Avenue, Lansing MI 48906; and if to the employer, addressed to Shelby Public Schools, 525 N. State Street, Shelby MI 49455; or to any such address as the union or the employer may make available to each other.
- f) **If an emergency financial manager is appointed by the state under PA 4 of 2011, the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA). In the event the law is no longer in effect, this section (f) shall become void.**

ARTICLE 47. TOOL ALLOWANCE

Maintenance Tool Allowance: The employer agrees to pay an annual tool allowance fee of five hundred dollars (\$500) to the employee(s) in the maintenance classification. This fee will be paid to maintenance employees, throughout the fiscal year, at monthly board meetings, whenever signed receipts for tools have been turned into the business office for payment. In June of each fiscal year, the total amount paid out in tool allowance receipts from July 1 to June 1 will be subtracted from the \$500 and the balance will be paid to the maintenance employee(s) in taxable cash in the last payroll check of the month of June. If the employee does not complete the entire year -July 1 through June 30 -the tool allowance will be prorated. New hires will receive a prorated allowance to be paid in the same manner as stated above.

Custodial Tool Allowance: Custodial staff will receive an annual amount of two hundred forty dollars (\$240) paid in taxable cash, in lieu of the tool allowance, in their first paycheck in July of each year. If the employee does not complete the entire year -July 1 through June 30 -the tool allowance will be prorated and the portion of the allowance not earned by completing the year will be deducted from the employee's final pay. New hires will receive a prorated amount paid in taxable cash in their first paycheck after they have successfully completed their time of probation.

It is understood that as a condition of receiving this tool allowance, all custodians will have a minimum of the following tools available at their work-site(s):

- pliers
- adjustable wrench
- screwdrivers
- set of Allen wrenches
- hammer


ARTICLE 48. DISTRIBUTION OF AGREEMENT

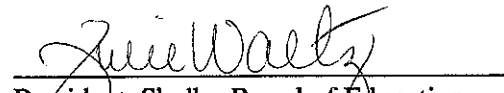
The employer agrees to print and distribute copies of this agreement to members of the bargaining unit and to provide a copy to all new employees hired into the bargaining unit.

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

SHELBY PUBLIC SCHOOLS EMPLOYEES
CHAPTER, LOCAL 2389.04, MICHIGAN
COUNCIL #25, AFSCME, AFL-CIO

SHELBY PUBLIC SCHOOLS BOARD OF
EDUCATION/SUPERINTENDENT


Council #25, AFSCME, AFL-CIO


President, Shelby Board of Education


Council #25, AFSCME, AFL-CIO


Superintendent, Shelby Public Schools


Council #25, AFSCME, AFL-CIO

Council #25, AFSCME, AFL-CIO


Council #25, AFSCME, AFL-CIO

Appendix A Classification and Rates

	2013-2016	2013-2016
FOOD SERVICE	****	WITH \$.25 CERT
Starting	11.52	11.77
Satisfactory Completion of Probation	11.86	12.11
After 1st Year	12.23	12.48
After 2nd Year	12.88	13.13
After 3rd Year	13.52	13.77
After 10th Year	13.92	14.17
After 15th Year	14.33	14.58
 HEAD COOK		
Starting	12.11	12.36
Satisfactory Completion of Probation	12.45	12.70
After 1st Year	12.83	13.08
After 2nd Year	13.48	13.73
After 3rd Year	14.09	14.34
After 10th Year	14.49	14.74
After 15th Year	14.92	15.17
 CUSTODIANS + GROUNDS		WITH \$.15 NIGHTS
Starting	13.79	13.95
Satisfactory Completion of Probation	14.05	14.20
After 1st Year	14.39	14.54
After 2nd Year	15.01	15.16
After 3rd Year	15.58	15.73
After 10th Year	16.05	16.20
After 15th Year	16.54	16.70
 MAINTENANCE		
Starting	17.41	
Satisfactory Completion of Probation	17.74	
After 1st Year	18.00	
After 2nd Year	18.63	
After 3rd Year	19.16	
After 10th Year	19.74	
After 15th Year	20.33	

For 2013-2014, AFSCME employees employed on November 18, 2013 that worked in the 2012-2013 school year shall receive a one-time 1% off schedule payroll stipend. The one-time stipend shall be based on 1% of the employee's hourly wages earned in the 2012-13 school year. The one-time stipend shall be added to employee's November 29, 2013 payroll payment.