

MICHIGAN COUNCIL 25, AFSCME, AFL-CIO

**LOCAL 1677
GALESBURG-AUGUSTA SCHOOLS EMPLOYEES CHAPTER**

COLLECTIVE BARGAINING AGREEMENT

**2010-2011
2011-2012**

AGREEMENT

This Agreement entered into this date between the Galesburg-Augusta School District (hereinafter referred to as the "Employer") and the Galesburg-Augusta School District Custodial and Maintenance Employees Chapter of Local 1677, affiliated with Council #25, AFSCME, AFL-CIO (referred to as the "Union").

ARTICLE I **PURPOSE AND INTENT**

1. 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 Schools, the Employees and the Union.

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

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

ARTICLE II **RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Schools 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 for the following employees to wit: all full-time and part-time maintenance/custodians, head custodians, custodians and grounds keepers, excluding supervisors and all other employees.

ARTICLE III **AID TO OTHER UNIONS**

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

ARTICLE IV
MANAGEMENT RIGHTS

The Schools hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan and the United States and all rights and powers to manage the Schools and direct the employees of the Schools, except as otherwise expressly provided in this Agreement.

ARTICLE V
UNION SECURITY

1. Each Employee shall have the right to freely join or refrain from joining the Union and shall not be discriminated against by reason of his/her joining or refusing to join the Union or by reason of the institution of any grievance, complaint or proceeding under this Agreement against either party or another Employee.

2. Membership in the Union is separate and distinct from the assumption of an Employee of his/her equal obligation to compensate the Union for the benefits he/she receives from representation. The Union is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally without regard as to whether or not any Employee is a member of the Union. The terms of this Agreement have been equally made for all of the Employees in the bargaining unit and not solely for the benefit of the members of the Union. Accordingly, it is agreed that it is fair that each Employee in the bargaining unit pay equally for benefits received and that each assume his/her fair share of the cost of representation.

3. Each Employee as a condition of continued employment shall authorize the deduction of membership dues of the Union from his/her salary, or if he/she shall not be a member of the Union, shall authorize the deduction of an agency service fee. The service fee shall be determined by the Union and shall be equivalent to each member's proportionate share of the cost of negotiating and administering the Collective Bargaining Agreement, but in no event shall it be more than the regular monthly Union membership dues uniformly required of Employees of the Schools who are members. If during the terms of this Agreement it shall be determined by a Court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful.

4. Each Employee shall authorize in writing the deduction of Union dues, or the agency service fee, as the case may be, in accordance with the following schedule, namely:

- A. Regular Employees employed by the Schools on the date of the signing of this Agreement, within sixty (60) days of such signing.

- B. Probationary Employees or Employees employed after the signing of this Agreement, within ten (10) days after the completion of the probationary period.

An Employee who shall tender or authorize the deduction of membership dues (or the agency service fee) shall be deemed to meet the conditions of this Article so long as such Employee is not more than sixty (60) days in arrears of payment of such dues or fees. It shall be the responsibility of the Union to notify the Schools of any Employee who is delinquent.

5. Employee authorization for the deduction of Union dues or for the payment of the agency service fee shall identify the Employee, the amount of each deduction, the period for which deductions are to be made, and shall be signed by such Employees. The Schools shall deduct the authorized amount due from each Employee's pay and transmit the total deductions to the Financial Secretary of the Union within fifteen (15) days following such deduction together with a listing of each Employee for whom deductions were made. The Schools shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Union agrees to refund such monies as soon as possible.

6. The Schools shall not be required to discharge any Employee under the provisions hereof until the rights of such Employee shall have been determined, nor shall the Schools have the obligation to institute any litigation for the purpose of determining such rights. The Union assumes full responsibility for the validity and legality of the provisions herein set forth. The Union by the execution of this Agreement expressly agrees to indemnify and save the Schools harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions herein set forth or by reason of claims or demands made by Union that an Employee be discharged because of the provisions herein set forth.

ARTICLE VI **EMPLOYEE CONDUCT AND DISCIPLINE STANDARDS**

1. Employee Conduct. Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each Employee, it is recognized that they include the following:

- A. The performance of all duties with reasonable diligence and in a workmanlike manner.
- B. The prompt notification of the Schools of any physical or mental condition of the Employee, which may temporarily or permanently impair the ability of the Employee to adequately discharge his/her responsibilities.

- C. The prompt notification of the Schools of any defective condition in the physical facilities of the District which may cause injury or damage or which may be required in order to provide proper maintenance.
- D. The prompt notification of the Schools of any misuse, abuse or illegal use of any of the physical facilities of the District for which the Employee has responsibility.
- E. The avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence, and the prompt reporting of any such tardiness or absence to the Schools.
- F. The avoidance of outside employment or other competing activities, which may reasonably impair the ability of an Employee to adequately discharge his/her duties.
- G. The avoidance of any activity which:
 - (1) Is contrary to the best interest of the schools and its responsibility to the public for the education, safety and well being of students and other persons who may use its facilities and the proper preservation of public property; or,
 - (2) Is contrary to honesty or good morals.
- H. The compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement, including ruled and regulations which rules shall be conclusively deemed to be reasonable if no objection thereto has been filed in writing by the Union within ten (10) days after posting.

2. Disciplinary Action. Any Employee who shall fail to maintain proper standards of conduct or to discharge his/her responsibilities shall be subject to such disciplinary action as the Schools shall determine, including, but not confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion or discharge. Discipline (except as the seriousness of an offense in the opinion of the Schools shall otherwise require) shall be progressively applied. An Employee shall have the right to defend himself/herself in any disciplinary proceedings. The Union shall be notified in writing of any dismissal or suspension. All dismissals or suspensions shall be without pay.

ARTICLE VII
STRIKES AND LOCKOUTS

1. The Union agrees that, during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown or strike. The Employer agrees that during the same period, there will be no lockouts.

2. In the event individual Employees or groups of Employees instigate aid or engage in a work storage, slowdown or strike which is not authorized by the Union, the Employer shall have the right in its discretion, to discipline or discharge such Employees or group of Employees. However, it is understood and agreed that the question as to whether an Employee's conduct is such as is prescribed by this Section may be processed under the Grievance Procedure starting with the Third Step thereof.

ARTICLE VIII
UNION REPRESENTATION

1. The Employees covered by this Agreement will be represented by a Chapter Chairperson and one (1) to three (3) stewards elected by members of the unit.

2. The Employer will be notified of the names of the Stewards.

3. Employees covered by this Agreement will be represented in negotiations by three (3) negotiating committee members. They will be (1) Chapter Chairperson, (1) Steward and (1) member at large.

4. It being understood, however, that grievance conferences, special conferences and negotiating meetings will be normally held at times other than Employees' regular work hours unless otherwise agreed to; in which event, the Employer agrees that participants in the same shall suffer no loss of time or pay from regular work hours.

ARTICLE IX
SPECIAL CONFERENCES

1. 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) representative 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. Special conferences may be attended by representatives of the Council and/or representatives of the International Union.

2. The Union representatives may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference.

ARTICLE X **GRIEVANCE PROCEDURE**

1. It is the intent of the parties to this Agreement that the Grievance Procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the meaning, application, interpretation or alleged violation of this Agreement or other conditions of employment. In order to be a proper matter for the Grievance Procedure, the grievance must be presented within ten (10) working days of the Employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

STEP 1: Any Employee having a grievance shall present it to the Employer as follows:

- (a) Discuss the grievance with a Union Steward.
- (b) The Steward and the grievant will discuss the grievance with the immediate supervisor or his assistant.
- (c) If the matter is not disposed of, it will be submitted in written form to the immediate supervisor. Upon receipt, the immediate supervisor shall date and sign the Steward's copy.
- (d) The immediate supervisor shall give his/her written answer within five (5) working days of receipt of the grievance.

STEP 2: If the grievance is not resolved in **STEP 1.** THE GRIEVANCE MAY BE SUBMITTED BY THE Chapter Chairperson within five (5) working days of the immediate supervisor's written response to the Superintendent or his/her designee. Within five (5) working days after the grievance has been so presented, a meeting shall be held, between the Superintendent or his/her designee, the immediate supervisor and the Chapter Chairperson, Steward and aggrieved Employee. Within five (5) working days after this meeting the Superintendent or his/her designee shall give a written answer to the Chapter Chairperson and aggrieved Employee. This answer shall include a statement of the Employee's **STEP 2** position and judgment in the matter and the paragraphs of the contract relied upon in reaching such disposition.

STEP 3: If the grievance is not resolved in **STEP 2,** the Chapter Chairperson may submit the grievance to the Secretary of the Board of Education within five (5) working days after receipt of the Superintendent's **STEP 2** written answer. Within five (5) working days after the grievance has been so presented, a meeting shall be held between the Board or a sub-committee thereof, the Superintendent or his/her designee and the immediate supervisor and the Chapter Chairperson, Steward and aggrieved Employee. Within twenty (20) working days of this meeting, the Secretary of the Board shall give a written answer to the Chapter

Chairperson and aggrieved Employee. This answer shall include a statement of the Employer's **STEP 3** position and judgment in the matter and the paragraphs of the contract relied upon in reaching such disposition.

- (a) It is understood and agreed that the Union has the right to have a representative of Council 25 or the International Union present at such **STEP 2** and/or **STEP 3** meeting and that if such representative is to be present, the Employer shall have the right to have its Labor Relations Counsel present also.

STEP 4:

- (a) If a Step 3 is not satisfactory, the grievance shall be referred to Council #25 for review. If Council #25 determines that it wishes to carry the matter further, it shall notify the Employer within thirty (30) days of its intent to arbitrate. The arbitrator shall be selected from a permanent panel of arbitrators selected by agreement of the parties. In the event the parties cannot agree on an arbitrator, the case will be referred to the American Arbitration Association for an arbitrator assignment.
- (b) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association rules and regulations.
- (c) The arbitrator shall have no authority to add to, subtract from, change or modify the provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator in his own judgment, to sustain, reverse or modify any alleged unjust discipline that may reach this state of grievance procedure. The decision of an arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the District and the Union.

2. The time limits at any Step of the Grievance Procedure may be extended by mutual agreement. In the event the Union does not appeal the grievance from one step to another within the time limits specified or as extended, the grievance shall be considered as having been withdrawn without prejudice. In the event the Employer fails to reply to a grievance at any step in the Grievance Procedure within the specified time limit or as extended, the grievance shall automatically be advanced to the next step of the Grievance Procedure, except that nothing contained herein shall be construed to automatically advance a grievance to the Arbitration Step.

ARTICLE XI
DISCIPLINE AND DISCHARGE

1. The Employer agrees that an Employee shall not be preemptorily discharged from and after the date of this Agreement, but that, in all instances in which the Employer may conclude that an Employee's conduct may justify discharge, such Employee shall first be suspended.

- A. In case of such suspension where the Employee is at work at the time of suspension, the Employee shall be advised of his/her right to have a Union representative present. The Chapter Chairperson or, in his/her absence, the Steward, shall be called, if the Employee so requests, and the reasons for suspension shall be explained in the Employee's presence.
- B. In cases of suspension where the Employee is not at work at the time of suspension, a notice of such suspension shall be mailed to the affected Employee at his/her address as recorded in the Personnel Department. A copy of such notice shall be sent to the Chapter Chairperson of the Union and the Employee's Steward.
- C. The initial suspension referred to in A and B above shall not be for more than seven (7) calendar days and, if the suspension is converted into a discharge, shall not be made effective until the end of said seven (7) calendar day period. A written statement of the reasons for a discharge shall be given to the affected Employee and to the Union's Chapter Chairperson.
- D. If, during the period of such seven (7) day suspension, the affected Employee, the Union or the Employer requests a meeting to review the facts of the case, such meeting shall be held within said seven (7) day period. Such meeting shall be attended by the affected Employee if he/she requests it and is available, the Steward or Chapter Chairperson and two (2) management representatives (one of whom shall be the management representative who issued the suspension.) the supervisor who initiated the action shall also attend this meeting if the Union so requests.
- E. The Employer shall decide, during the aforementioned seven (7) calendar day period, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended or reduced, should be converted into a discharge or that no discipline should have been given and shall immediately upon the conclusion of such seven (7) calendar day period notify the Chapter Chairperson of the Union and the Steward in writing regarding such action.

2. Non-Discharge Suspension. When an Employee is to be suspended without pay, the Employer shall hold a meeting with the Employee and a Union representative, unless the Employee requests that the Union representative not be present, prior to the commencement of the suspension. The Union representative shall be the Employee's Steward in his/her absence, the Union Chapter Chairperson. The reason for the suspension shall be explained to the Employee and Union representative. The Employee and/or Union representative will be afforded an opportunity to supply any information or defense as to why the suspension should not occur. If the suspension is to be issued, a notice setting forth the charges and the length of suspension shall be given to the Employee and a copy thereof sent to the Union representative within two (2) regularly scheduled working days after the aforementioned meeting prior to the start of the suspension.

3. Any grievance protesting the Employer's decision under this Article to be processed through the Grievance Procedure within seven (7) calendar days after the date of discharge of notice of final action.

4. In the event it should be decided by the Employer or under the Grievance Procedure that the Employee was unjustly discharged or excessively disciplined, the Employer shall reinstate such Employee and pay full compensation, partial or no compensation as may be decided under the Grievance Procedure, which compensation, if any, shall be at the Employee's regular rate of pay as of the start of the suspension.

5. In imposing any progressive discipline, the Employer will not take into account any prior infractions, which occurred more than two (2) years previously.

ARTICLE XII **SENIORITY**

1. Probationary Employees. New Employees hired in the unit shall be considered probationary Employees for the first ninety (90) calendar days of employment. Upon completion of their probationary period, the Employee's name shall be added to the seniority list as of his/her last hiring date. There shall be no seniority among probationary Employees.

2. Seniority List. Seniority shall be determined from the Employee's last date of hire. The seniority list, on the date of this Agreement will show the names, job titles and hiring date of all Employees who have completed their probationary period. Seniority shall be on a bargaining unit wide basis and by classification. Seniority shall be accrued equally by part-time and full-time bargaining unit employees.

The employer will keep the seniority list up to date at all times and will provide the Chairperson of the Union with up to date copies annually or upon request. It is further agreed that the Chapter Chairperson shall be notified of all new hires and transfers as they occur.

Seniority shall not be affected by race, sex, marital status, color, religious creed, age, ancestry, or dependents of the Employee.

3. 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 three (3) consecutive work days without notifying the Schools. In such event, the Schools may terminate his/her employment by sending written notice of such termination to the Employee, provided, however, that the Employer shall not be required to terminate such Employee's employment if the Employee shall establish reasonable cause for his/her failure to notify the Schools of his/her absence.
- D. If he/she does not return to work when recalled from lay off as set forth in the recall procedures, provided, however, that the Schools may extend the period for return to work for good cause.
- E. Return from sick leave and leaves of absence will be treated as "C" above.

ARTICLE XIII **TRANSFERS AND PROMOTIONS**

1. Notice. Notice of all job vacancies will be posted in the various school buildings and notification will be sent to the Union President. Vacancies will be posted for seven (7) calendar days. The notice shall state position to be filled, shift, compensation and minimum requirements.

2. Bidding. Any Employee in the general classification in which the vacancy exists may bid by signing the bid during the position period.

- A. When it becomes necessary to fill a vacancy from outside the classification where the vacancy originally occurred, the Employee with the most bargaining unit seniority, who signed the bid shall be awarded the position as per Section 3 of this Article
- B. If there are no Employees who signed the bid, or if, among those signing the bid, there are none who meet the requirements as per Section 3 of this Article, the Employer shall be entitled to hire new Employees.

3. Selection. Transfers and promotions within the bargaining unit shall be made on the basis of seniority and ability. The position shall be awarded to the most senior Employee who:

- A. Has performed satisfactorily the duties of his/her present position; and,
- B. Has the qualifications and skills to meet the minimum requirements necessary to perform the duties of the vacant position.

4. The selected Employee will be put on the job within three (3) days after he/she has been so selected. In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such Employee and the Chapter Chairperson. The matter may then become a proper matter for the Grievance Procedure at Second Step.

5. The selected Employee applying for the promotion shall be granted a ninety (90) calendar day trial period to determine:

- A. His/Her desire to remain on the job.
- B. His/Her ability to perform the job.

6. If an Employee who has been awarded a job through this procedure, at any time during his/her break-in or training periods, returns to the job from which he/she bid because he/she had demonstrated he/she would not be able to perform the job requirements, or at his/her own request, the next senior Employee who met the minimum qualifications who signed the initial posting shall be awarded the job subject to the same conditions.

7. During the ninety (90) calendar day trial period, the Employee shall have the opportunity to revert back to his/her former job and wage. If the Employee is not satisfactory in the new position, notice and reasons shall be submitted in writing to the Employee and the Chapter Chairperson. The matter may then become a proper subject for the Grievance Procedure, at the Second Step. If after due process, it is found the Employee should be returned to his/her previous position, the Employee shall be allowed to do so.

8. Bidding Limitation. An Employee shall not be eligible as a matter of right to more than one (1) transfer or new assignment within any six (6) month period.

9. The Employee shall be entitled to receive during the trial period the rate of pay designated for the new position provided that if the rate of pay for the new position is greater than the rate of pay for the former position, payment for the difference in pay for the first thirty (30) work days of the trial period shall be suspended until the Employee shall have satisfactorily completed the entire trial period. Upon such completion, the Employee shall be entitled to receive the suspended portion of the Employee's compensation.

10. The Employer agrees that in any movement of Employees not covered above, there will first be a special conference with affected Employees to discuss such instances. It shall be the Employee's responsibility to arrange such conference.

11. In situations where an Employee is required to work in a higher classification for the purpose of covering for an Employee who is on long-term illness, accident, leave of absence or vacation, such Employee shall be paid at the higher rate starting on the fourth (4th) consecutive day of such temporary assignment.

12. Jobs and Classifications. The Employer may establish modify or eliminate existing classifications or positions and such new or revised job descriptions, specifications, classifications, and rates of pay as may be appropriate provided that the action shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an Employee within the District shall not constitute the modification or establishment of a new or revised job classification or position. The Schools shall meet with the Union within thirty (30) days after the establishment of any or changed job for the purpose of discussing the rate and classification.

13. Productivity and Contracting. The parties recognize the obligation of the Schools to the public to maintain and preserve at a reasonable cost the physical facilities of the District. Accordingly, nothing in this Agreement shall limit the right of the Schools to use such equipment, techniques and procedures or to contract or subcontract work as the Schools may determine to be in the best interest of the public, provided, however, that the Schools shall not exercise such rights for the purpose of undermining the Union nor discriminating against any of its members.

14. Jurisdiction. In addition to rights of the Schools set forth in other provisions of this Agreement, the Schools shall have the right to employ or otherwise engage the services of persons not covered by this Agreement for the purpose of instructional training, job evaluation and experimentation, emergencies, or seasonal help, provided however, in such latter event no Employee or the Union shall be displaced thereby.

ARTICLE XIV
LAYOFFS AND RECALLS
(Amended)

1. Determination. If the number of Employees shall be in excess of the current requirements of the Schools, the Schools shall have the right to reduce the number of Employees.

2. General Procedure. When a layoff occurs, Employees not entered on the seniority list, who are performing bargaining unit work, shall be laid off first. Thereafter, the Employee with the least bargaining unit seniority shall be laid off first, provided that there shall be qualified Employees remaining to meet the requirements of the Schools, and provided further that the Steward, Unit Chairperson and Secretary-Treasurer shall not be laid off so long as there is work in their classification which they can perform.

If a bargaining unit member is displaced from their position, as a result of job elimination, then they shall have the ability to bump the next senior bargaining unit member in a position and shift of which they are qualified.

3. Notice of Layoff. Employees to be displaced or laid off will receive at least ten (10) calendar days Notice of Layoff; the Chapter Chairperson shall receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the Employees.

4. Notice of Recall. Displaced or laid off Employees shall have preference to fill all vacancies which occur during a layoff period. Employees will be recalled according to bargaining unit seniority with the most senior Employee on layoff being recalled first. Employees who are displaced, on layoff status or who, due to bumping or recall, occupy a job classification other than the one from which they were originally laid off must return to the job classification from which they were originally laid off. When an opening occurs therein to which their job classification seniority entitles them, 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 ten (10) calendar days from receipt of the Notice of Recall, he/she shall be considered a quit. In proper cases, extensions may be granted by the Employer.

ARTICLE XV **AUTHORIZED ABSENCE**

Provision for authorized absence has been made to meet the humanitarian and legitimate needs of the Employees and not to provide additional vacation. The absences or tardiness of an Employee decreases cost effectiveness and imposes increased responsibility and inconvenience on other Employees. It is therefore, the responsibility of an Employee to avoid any unnecessary absence or tardiness.

1. Sick Leave. Upon the completion of the initial probationary period, each regular, full-time Employee shall be credited with nine (9) days per year of employment with a limit of one hundred (100) days. The sick leave allowance of part-time Employees who are employed on a regular basis shall be reduced proportionately. Effective July 1 each year, members will be credited with nine (9) days of sick leave. The sick leave for new hires will be granted on a pro-rated basis. Sick leave shall be administered in accordance with the following guidelines, namely:

- A. Sick leave may be used for:
 - 1. Any physical or mental condition which disables an Employee from performing his/her assigned duties, excluding any condition compensable by Worker's Compensation or regulating from maternity to the extent permitted by law.
 - 2. Any communicable disease which would be hazardous to the health of students or other Employees.
 - 3. Physical examinations or medical treatment which cannot reasonably be scheduled outside of the regular work day or on a non-work day.

4. Funeral leaves, to the extent hereinafter provided.
5. Serious illness of member of immediate family (spouse, child in household, or parent.) Employer may require doctor's note.

Sick leave shall be allocated in one-half (½) day increments, shall be charged against work days only and shall cease to accumulate during such period as an Employee is on a leave of absence, laid off receiving Worker's Compensation or disability insurance benefits, or is otherwise not regularly providing services to the Schools.

2. Funeral Leave. An Employee shall be allowed three (3) work days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Up to two (2) additional days, deducted from sick leave, shall be allowed as may be appropriate. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, grandparents or a member of the Employee's household. An employee shall be allowed one (1) work day as funeral leave, day's not to be deducted from sick leave for a death of the employees' aunts, uncles, nephews, nieces, brothers and sisters-in-law. Any Employee selected to be a pall bearer for a deceased Employee will be allowed one (1) funeral day with pay, not to be deducted from sick leave.

3. Personal Business Leave. All Employees covered by this Agreement shall be allowed up to two (2) personal business leave days per year, with pay, not deducted from sick leave. More days may be allowed at the discretion of the Schools.

Employees can accumulate unused personal leave up to one (1) per year (beginning in 1991-92). Unused sick leave will be added to unused personal leave. Up to one hundred ten (110) days may be accumulated.

Personal business absences shall be governed by the following:

- A. A written request shall be made to the Schools at least two (2) days in advance of the anticipated absence, and the Schools may approve or disapprove the request.
- B. Personal business leave shall be used for legitimate business or family obligations which cannot reasonably be scheduled outside the regular work day or on a non-work day. It shall not be used for other employment or the seeking of other employment, or for social, recreational, vacation, or other similar purposes.
- C. In case of emergency, a verbal request shall be considered but must be reduced in writing at a later date agreed upon between the parties.
- D. The number of Employees who may be absent on business leave at any one time is within the discretion of the Schools.

4. Union Leave. The Schools shall grant a leave of absence to Union members upon the request of the Union and in accordance with the following guidelines, namely:

- A. The absence of an Employee shall not materially interfere with the discharge of the Employee's duties.
- B. Except for good cause, a request for a leave day shall be made to the Schools not less than five (5) work days prior to the leave.
- C. The Schools shall not be required to grant a leave for the conduct of Union business to more than one (1) custodial-maintenance Employee.
- D. Leave shall be without pay and the Schools shall be reimbursed by the Union for any costs incurred by it as a consequence of such leave of absence.

5. Jury Leave. An Employee who is required to appear for jury service shall be entitled to receive his/her regular compensation less any fees paid. The Employee shall return to his/her duties whenever his/her attendance in court is not actually required.

6. Administrative Leave. The Employer may grant an Employee a leave for reasons of general health, family emergencies, military service, education, or other reasons deemed meritorious by the Schools on such terms as the Schools and other Employees shall mutually agree.

7. Inclement Weather Leave. Employees who are not able to report for work due to inclement weather may use personal leave or vacation days to receive compensation for same.

8. Medical Leave. For purposes of Sections 8 and 9 of this policy, the following definitions apply:

Eligible employee – one who has regular status, has been employed minimally for twelve (12) months and worked 1,000 hours during the twelve (12) month period immediately preceding the leave. An eligible employee who takes a leave under this policy is guaranteed to return to the job that he/she left if the leave time does not exceed twelve (12) weeks in any twelve (12) month period, measured backward from the date the leave began.

Family member – a spouse, child or parent of the employee.

Serious health condition – an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical facility; or continuing treatment by a health care provider.

The Family and Medical Leave Act of 1993 provides reasonable leave for employees with a serious health condition. Any request for medical leave of absence must include a supporting physician's statement, which includes the employee's inability to perform his/her job functions. A verification from the physician as to the severity of the illness or condition, when it

commenced, its probable duration and the medical facts surrounding the illness or condition is required. A second opinion may be required at the District's expense. If a conflicting opinion is received, a third opinion may be obtained from a physician selected jointly by the District and the employee, at the District's expense.

While on Medical Leave of Absence, the employee must periodically report his/her status and intention to return to work.

All requests for Medical Leave of Absence must be approved by the Superintendent. Upon approval of the Superintendent, the District may fill the vacancy created by the Medical Leave of Absence. The employee granted a Medical Leave of Absence is guaranteed reinstatement to the same or equivalent position which he/she held prior to the leave, if the leave does not exceed twelve (12) weeks. An employee, before returning to his/her duties from an illness of over five (5) consecutive working days, shall submit a statement from his/her physician certifying his/her ability to return to work. Such statement shall be submitted to the Superintendent. An Employee returning from a Medical Leave of Absence should contact the Superintendent thirty (30) days prior to the expiration of such leave regarding his/her return. For those employees whose leave exceeds twelve (12) weeks, every effort will be made to place the employee in a comparable position. If the employee has not been reinstated twelve (12) months after the commencement of the leave, regular status will be terminated.

9. Family Leave. For definitions of eligible employee, family member and serious health condition, see Section 8.

The Family and Medical Leave Act of 1993 provides that up to twelve (12) weeks leave without pay (with pay if accrued vacation or personal time available) may be taken by an eligible employee for the birth, adoption or foster care of a child, of the serious health condition of a family member.

During the twelve (12) weeks, the District will continue to pay for its share of benefits as long as the employee pays for his/her share. An employee may use any accumulated vacation or personal leave time to cover his/her absence, however, the paid time off must be contiguous to the last day worked.

If both spouses are employed the District and eligible for the same leave, the two employees may share the family leave up to a total of twelve (12) weeks in a twelve (12) month period.

Employees are required to give a minimum of thirty (30) days notice if they intend to take leave under this policy. If thirty (30) days is impossible, given the nature of the situation, as much notice as practicable is required. If the leave is to care for a family member, the health care provider must provide written verification that the employee's assistance is needed.

Leave may be intermittent or reduced hours when such can be arranged between the employee and the Superintendent.

If an employee fails to return following an approved leave under this policy, then the employee must pay back to the district the cost of health premiums incurred by the District during the leave, except when the employee's failure to return is due to the continuation, reoccurrence, or

onset of a serious health condition which would entitle the employee to medical for family leave or other circumstances beyond the employee's control.

In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations.

ARTICLE XVI **COMPENSATION AND BENEFITS**

1. Basic Compensation. The basic compensation of each Employee shall be as set forth on Exhibit "A".

2. Fringe Benefits. The fringe benefits for each Employee, including holidays, vacation, medical and hospital insurance, shall be as set forth on Exhibit "A".

3. Premium Pay.

A. Overtime Compensation. An Employee shall be entitled to receive overtime compensation at the rate of one and one-half (1-1/2) times his/her regular rate of pay for hours worked:

(1) When the Employees are working ten (10) hour days during the summer months, overtime shall be paid after 10 consecutive hours.

(2) In excess of forty (40) hours during a work week.

4. Computation.

A. In determining eligibility for overtime compensation, paid sick days shall be included.

B. Overtime shall not be paid on overtime unless expressly required by applicable laws or regulations.

5. Overtime Scheduling. Overtime work shall be scheduled by the Schools and, except in the case of an emergency, must be authorized by the Schools in advance. Overtime shall be divided and rotated as equally as practicable in accordance with the following guidelines, namely:

A. The Employee originally assigned to perform the work shall have preference over Employees having other job assignments.

B. If the work is performed during the work week, it shall be rotated among those Employees in the same building, to the extent that qualified applicants are available.

- C. If the overtime is to be performed on a weekend, or if other Employers are needed to perform overtime during the work week, such overtime shall be divided and rotated as equally as practicable amongst all Employees qualified to perform the available overtime. The Employer shall establish a Master Overtime List which shall rotate overtime amongst all available and qualified Employees. (Such list shall not include that overtime as set forth in subparagraphs A and B.) If an Employee turns down available overtime, he/she shall be charged for the time offered as though the Employee worked such offered overtime. If all employees turn down the opportunity to work available overtime, the Employer may designate and assign such work to the least senior Employees who are qualified to perform such work. The parties have agreed that it is the School District's decision of when Employees are required for overtime assignments.

ARTICLE XVII
WORKING HOURS

- 1. Custodial-Maintenance Employees.
 - A. The first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m., but before 7:00 p.m. A shift shall be considered a regular shift if it is a duration of at least seven (7) calendar days.
 - B. The regular full working day shall consist of eight and one-half (8 ½) hours per day, which shall include an unpaid thirty (30) minute lunch period.
 - C. Employees may take a ten (10) minute break in the a.m., and also a ten (10) minute break in the p.m. or the first half and second half of their regular shift, whichever may apply.
 - D. An Employee reporting for overtime duty shall be guaranteed at least two (2) hours regular shift, whichever may apply.
 - E. During the term of this Agreement, the parties have agreed to establish a trial period of six (6) weeks each summer during which Employees will have the opportunity to work "4/10s" during one-half (½) of such six (6) week period. The trial period shall be from July 1 through August 16.
- 2. Alteration of Shift Schedules. The Schools may alter the shift schedule times by reason of changes in the School Calendar, or days, time changes required by law, or changes in its requirements for scheduling the work day provided that it shall notify the Union in writing prior to any such change.

3. Bargaining unit Employees who work second or third shift shall be allowed the option of working the first shift on summer break, Christmas break, mid-winter break, and Spring break (as determined by the Employer). When an employee will be absent (sick, personal, funeral, vacation leave, etc.), the second shift employee may have the option, at the discretion of the District, of beginning work at 11:00 A.M.

4. Substitutes. No provision of this contract shall limit the Employer's right to hire substitutes of maintenance and operations personnel in their absence. When a vacancy is of a three (3) week duration or less, the Employer must ask another individual assigned to the same building if he/she desires to move to the vacant shift. For leaves of absence in excess of three (3) consecutive weeks, the Employer shall first ask those assigned to the building if they desire a move to another shift and then will ask other bargaining unit employees of their desire for a change in shift. For all those individuals outside of the building, preference shall be given on the basis of seniority.

ARTICLE XVIII **CONTRACT ADMINISTRATION**

1. Medical Examinations. The Employer may require an Employee to take a physical and/or mental examination at its expense.

- A. Upon initial employment.
- B. Upon returning from a leave of absence.
- D. To determine the existence of any condition which might impair the ability of the Employee to properly discharge his/her duties or to determine the existence of any condition which might be detrimental to the health of other Employees.

2. Interpretation. The Schools has the final responsibility for the direction and control of all aspects of the affairs of the School District, and this Agreement shall be so applied and interpreted. Neither party shall do anything which is directly or indirectly contrary to the terms of this Agreement. Whenever possible, each provision shall be interpreted in such manner as to be effective and valid under applicable state or federal law but if any provision shall be prohibited by, or be deemed invalid, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

3. Definitions. For the purpose of this Agreement, the word "day" shall mean any calendar day, except Saturday, Sunday or a scheduled holiday, except as the context otherwise requires.

4. Bulletin Board. The Schools will provide bulletin boards in each unit which may be used by the Union for posting notices of the following types:

- A. Notices of recreational and social events.
- B. Notices of elections.
- C. Notices of meetings.

5. Distribution. The Schools agrees to make available to each Employee a copy of this Agreement and to provide a copy of this Agreement to all new Employees entering the employment of the Schools.

6. Notices. Any written notices given pursuant to this Agreement, unless personally served, shall be deemed to have been received three (3) days following its deposit in the United States mail, postage prepaid, when addressed as follows:

- A. Employer's Address: Office of the Superintendent
Galesburg-Augusta Schools
1076 North 37th Street
Galesburg Michigan 49053
- B. Union's Address: Council 25 – A.F.S.C.M.E.
AFL-CIO
3625 Douglas Avenue
Kalamazoo Michigan 49004-3403
- C. Employee: As set forth in the records of the Schools

7. Scope, Waiver and Alternation. This Agreement is intended to set forth the entire understanding between the parties and each party waives the right to enter into negotiations on any subject during the term of this Agreement, unless the Agreement makes express provision therefore. No alteration or modification of this Agreement shall be effective unless executed in writing by the parties. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of the Agreement.

8. Effective Date and Termination. This Agreement shall be effective as of July 1, 2010 and shall remain in full force and effect until June 30, 2012 or until a new Agreement is executed by the parties. The negotiation of a new Agreement shall begin upon the written request of either party made not more than sixty (60) days prior to the expiration of the Agreement.

ARTICLE XIX
ORIENTATION OF NEW EMPLOYEES

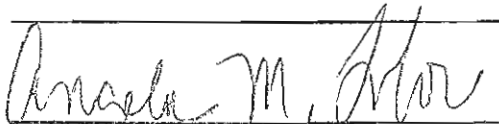
In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and his/her rights and responsibilities thereunder, the Employer will allow the Local Union President or, if designated, the area steward an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Local Union's

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of December 20, 2010.

FOR THE UNION

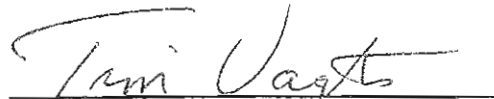
GALESBURG-AUGUSTA SCHOOL
DISTRICT EMPLOYEES
AFSCME LOCAL 1677
AFL-CIO, COUNCIL 25


Chapter Chairperson


Council 25 Representative

FOR THE EMPLOYER

GALESBURG-AUGUSTA SCHOOL
DISTRICT
GALESBURG, MICHIGAN


Superintendent

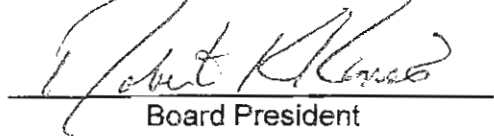

Board President

EXHIBIT "A"
COMPENSATION AND BENEFITS

Section 1: Basic Hourly Compensation. Effective July 1, 2010, the salary schedule below, will remain the same as the wages for 2009. (0% wage increase for 2010). There will be a wage and benefits reopener for 2011 and 2012.

	<u>1-YEAR/2-YEAR</u>	<u>3-YEAR +</u>
Maintenance 1	\$17.76	\$17.76
Maintenance 2 (new)	\$16.90	\$16.90
Head Custodian	\$14.38	\$15.47
Custodian	\$14.08	\$15.12
Grounds**	\$10.07	\$11.08
Mail	\$ 9.51	\$ 9.61

*The Schools will pay the state required pension contribution in addition to the hourly wages.

Section 2: Medical and Hospital Insurance.

A. Insurance Options. Each Employee shall have the right to select one (1) of the following plans, namely:

B.

PLAN A:

The Schools agrees to provide for each Employee and his/her eligible dependents fully paid medical insurance benefit. This insurance plan shall be MESSA Choices II with a \$10/\$20 prescription drug rider (2X for maintenance Drugs) and current Set – Seg dental with The Employee agrees to pay \$200.00 annual deductible for a single and \$400.00 for a 2 person or full-family. Further, effective February 1, 2011, covered employees; agree to pay health care premium sharing at one hundred (\$100.00) dollars per month for the duration of this agreement effective upon ratification by both parties.

Office visit co-pays will increase from \$5.00 to \$20.00. Hospital emergency room co-payments will increase from \$25.00 to \$50.00 (subject to terms of plan.) Urgent care co-pays will increase from \$10.00 to \$25.00 co-payment.

All other benefit levels are outlined on the plan description.

PLAN B:

The Schools will contribute for each eligible Employee not electing Plan "A" the sum of Six Hundred (\$600.00) Dollars for the purchase of one or more of the following MESSA (or equivalent) insurance benefits:

- (1) Short term disability insurance.
- (2) Hospital confinement indemnity insurance.
- (3) Long term disability income insurance.
- (4) Additional term life insurance.
- (5) Survivor income insurance.
- (6) Tax Sheltered annuity.

B. General Provisions.

1. The insurance coverage is not intended to provide benefits for adult dependents who are employed and for whom there is coverage through another employer.
2. The contribution of the Employee shall be proportionately reduced for an Employee who works less than the contract year and/or less than full-time, provided that no contributions shall be made for an Employee whose hours of employment are less than those required by the insurance carrier for membership in a group. The insurance contribution shall terminate at the end of the calendar month in which the obligation of the Employer to pay wages or sick leave ends.

Section 3: Holidays.

- A. All bargaining unit Employees' paid holidays are designated as: New Year's Day, Fourth of July, Thanksgiving Day, the Friday following Thanksgiving Day, the day before Christmas, Christmas Day, and the day before New Year's Day, if school is not in session.

Good Friday is considered a normal scheduled workday. A vacation day may be substituted for Memorial Day or Labor Day at the employee's choice.

Employees will be paid their current rate based on their shift per day for paid holidays. In the event that the day before Christmas falls as a holiday during the time that school is scheduled in session, the parties agree to meet and mutually agree upon a day in lieu of, to be taken during summer vacation, while school is not in session (latter part of June through August.) A "Scheduled Holiday" shall be provided by the Employer between January 1 and Memorial Day on such day as the Employer shall determine and may be scheduled in the Employer's discretion on different days for different Employees, provided, however,

that each Employee shall receive at least fourteen (14) days prior notice of such "Scheduled Holiday."

- B. Should a holiday fall on Saturday, Friday shall be considered the holiday. Should the holiday fall on Sunday, Monday shall be considered the holiday. To receive holiday pay, the Employee must have worked the last regular scheduled work day prior to the holiday, and first regular scheduled work day following the holiday, unless on approved absences. If the Employee works the Friday or Monday which is considered a holiday by reason of this Paragraph B, notwithstanding the overtime provisions in this Agreement, the Schools shall pay straight time for the hours worked plus one day's holiday pay for such Monday or Friday.

Section 4: Vacation.

- A. A bargaining unit Employee will earn credits towards vacation with pay in accordance with the following schedule:

10 work days after 1 year
15 work days after 8 years
20 work days after 15 years

All part-time bargaining unit Employees shall be awarded vacation based on the schedule above with vacation days prorated based on contract hours. Part-time Employees substituting for more than sixty (60) work days shall be accredited such extended hours in determining vacation pay.

Subject to the following exception, all vacation time must be taken during the scheduled spring break and/or the scheduled summer break and/or Christmas break.

Between September 15 and Sept 30 of each year, bargaining unit members may request up to one (1) week of vacation which could be taken during either deer hunting season (11-15 through 11-30) or the scheduled Christmas break. On or before October 15 of each year, the School District shall notify up to two (2) people for deer hunting season and up to two (2) people for Christmas break of approval of their vacation requests.

An employee may request utilization of vacation time at other times during the regular school year. It is understood that it is totally within the discretion of the Superintendent of Schools of whether or not such vacation request will be approved or denied.

Either an employee or the District may initiate a request that an employee receive pay in lieu of actually taking time off for vacation. Any

such request will be handled on a case-by-case basis and can only be submitted for consideration by the Superintendent upon the mutual agreement of both the employee and his/her supervisor. The final approval or denial will be made solely at the discretion of the Superintendent of Schools.

