

Tentative Agreement
School District for the City of Hazel Park and
American Federation of State, County and Municipal Employees (AFSCME),
Local 271, AFL-CIO
April 17, 2018

The circumstances leading to this tentative agreement are as follows. The parties currently have a collective bargaining agreement in effect through June 30, 2018. The District continues to operate under a revised Deficit Elimination Plan (DEP) subject to approval by the Michigan Department of Treasury. The parties are agreeable to entering into a successor collective bargaining agreement on the following terms.

The parties hereby agree as follows:

1. The term of this agreement is for the period July 1, 2018, through June 30, 2019; however, notwithstanding anything to the contrary, it is understood that the compensation reductions reflected in this agreement and the previous Memoranda under the previous collective bargaining agreement shall remain in place unless reflected in such Memoranda, and that there will be no steps or other increases in compensation whatsoever after June 30, 2018, until the parties otherwise agree, with the further understanding that the District may hire new employees up to Step 4 of the salary schedule applicable to employees hired after January 17, 2011. It is understood and agreed that before the District proposes to amend its Deficit Elimination Plan (DEP) with the Michigan Department of Treasury, it shall meet upon request with the Union bargaining representatives with respect to the same.

2. In the event that the District's state per student foundation allowance, currently at \$7,834, is increased for the 2018-19 school year to \$8,034 or more, AND the District's number of elementary, middle school, high school, and alternative education students (i.e., excluding center program and vendor students) increases by 50 over the such student count for October 2017, then all actively employed bargaining unit members shall receive an off-scale bonus payment in an amount equal to two days' pay. Such payment shall be made in December 2018.

3. The parties agree to negotiate a reduction in health care costs to be effective January 1, 2019; in the event that such negotiated savings are not agreed to by such date, then it is agreed that the District's contribution for health insurance shall remain as follows:

Single \$6,560.52

2 Person \$13,720.07

Family \$17,892.36.

4. The following changes shall be made in Article 11, Working Days, Hours, Year, Overtime, Section 7, as follows (deletions struck out; new language in bold):

“Section 7 - Notice of Absence

(A) 1. When an employee is going to be absent he/she must call the absence phone line or the appropriate supervisor (if no absence phone line exists) at least 30 minutes before the employee's start time.

(D) Custodians must also notify the Head Custodian in the employee's building of the absence by telephone at least 30 minutes before the employee's start time.

(A) 2. The employer shall have the right to request a doctors note, if the employer suspects abuse. (example: Employee regularly calls in on inclement weather day or sets a pattern of taking a certain day off during the week.)

(A) 3. All vacation time must be authorized by the Director of General Services or the Transportation Supervisor at least ~~5~~ **three (3)** business days before the first scheduled day of vacation.”

5. The following changes shall be made in Article 11, Working Days, Hours, Year, Overtime, Section 9, as follows (new language in bold):

“Section 9 - Weekend Building Check

(D) The head engineer, or engineer, assigned to weekend building checks will spend a minimum of one hour per day on weekend building check with the general duties of:

1. Check doors and windows and make sure they are secure. Check for vandalism.
2. Check pool and pool filter.
3. In winter time, check boilers, pumps and heating units to insure that all sections of the building have sufficient heat to insure the safety of the building.
4. Respond to emergency calls when called by police, guard service or Director of General Services.

Engineers or their appointed substitutes will be paid two hours at one and one-half times their regular hourly rate for the services set forth above. In the event of required, approved extra service or time, such time also will be paid at the rate of time and one half. **It is understood that in the event the employee assigned to do the weekend building check is already working in the building on one or both of the weekend days, and is reasonably able to do the building check in the course of performing the other duties required for the day, then the employee would not receive in addition the minimum one hour pay (at time and one-half) for the weekend building check for that day.”**

6. Bus drivers shall receive pay for the Memorial Day holiday, which was eliminated in the 2015-16 school year.

All other terms in the expired collective bargaining agreement not addressed above will remain unchanged.

It is understood and agreed that this tentative agreement is contingent upon ratification by both parties.





