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between

**HURON VALLEY SCHOOLS  
BOARD OF EDUCATION**

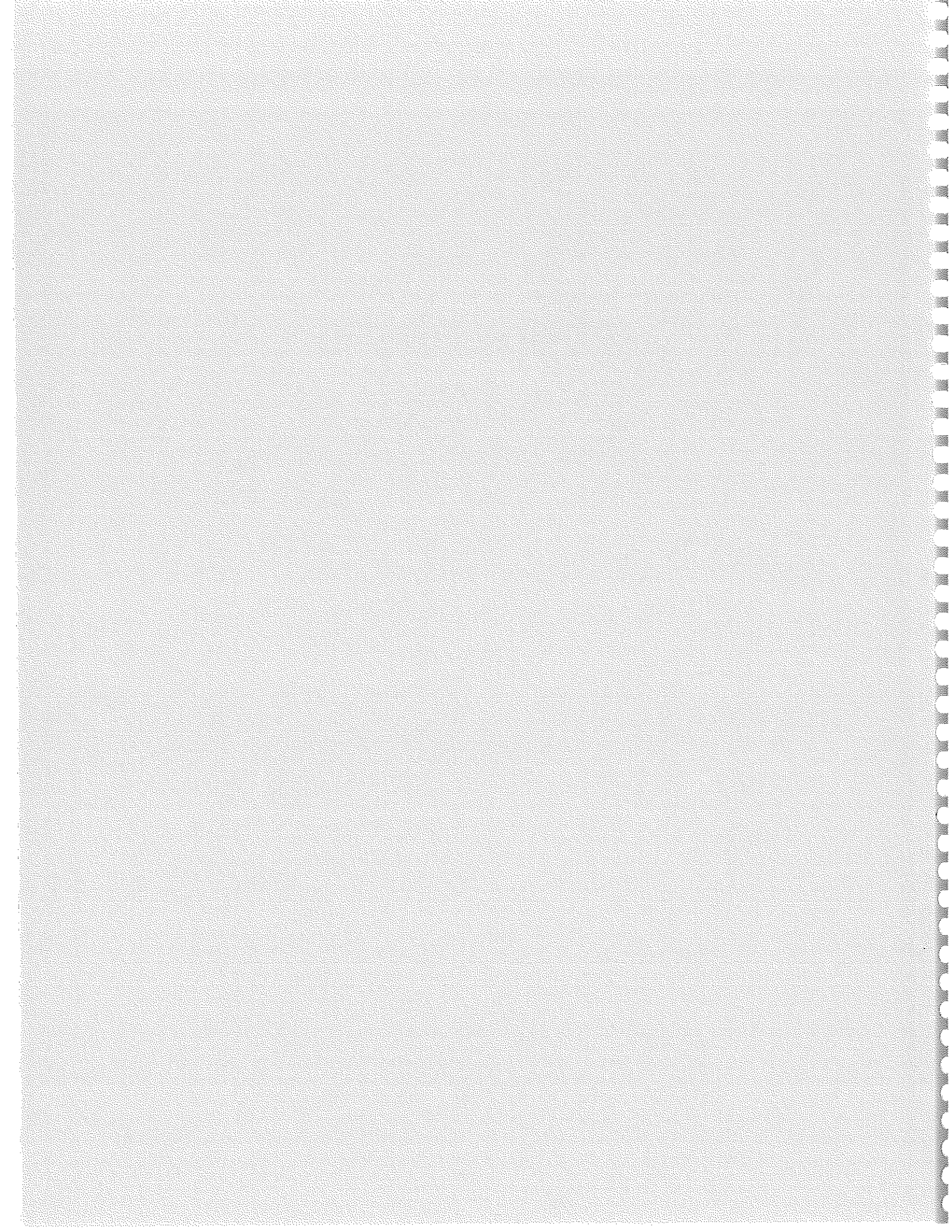
**And**

**HURON VALLEY SCHOOLS EMPLOYEE CHAPTER 08  
LOCAL UNION NO. 202**

**Custodial and Maintenance Employees**

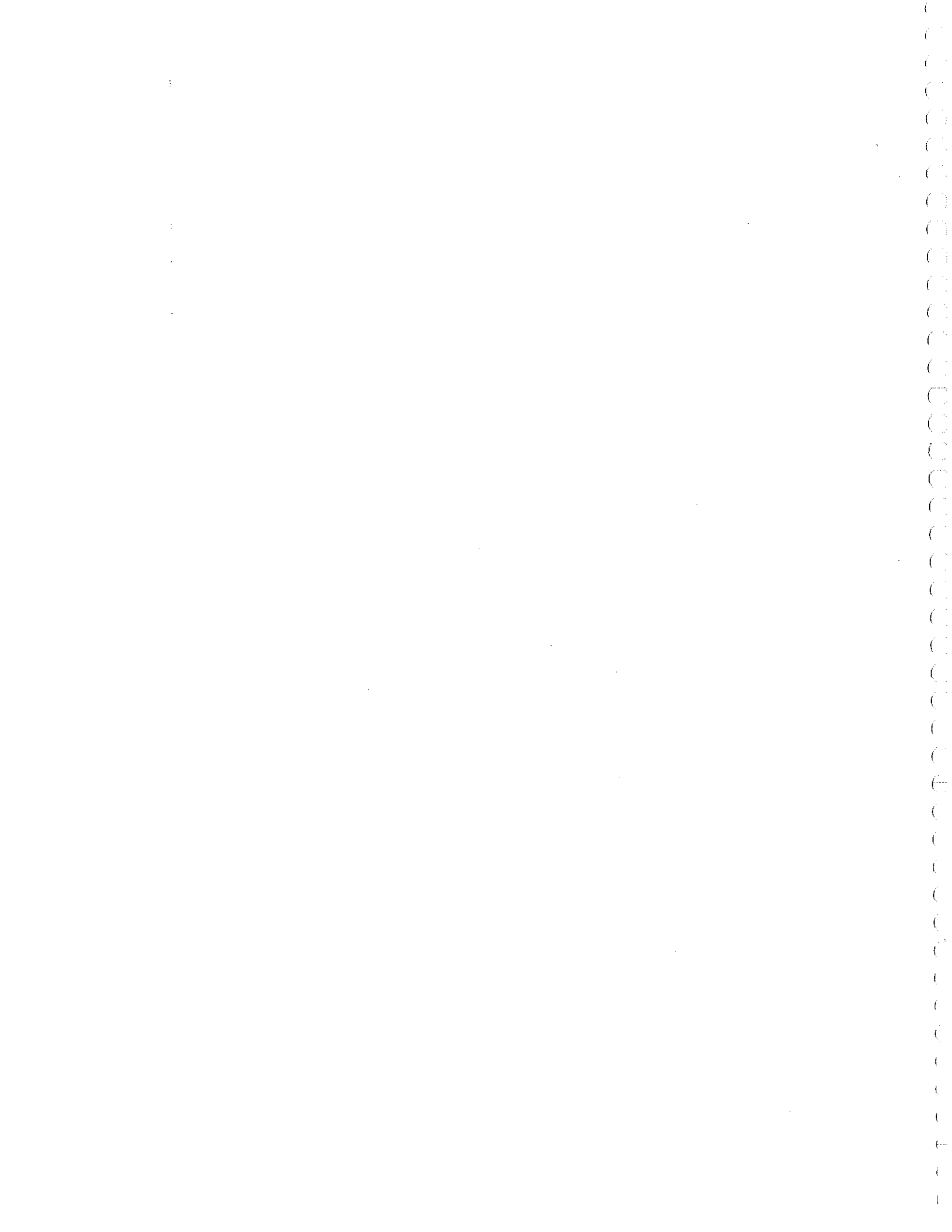
2008-2010





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## **AGREEMENT**

THIS AGREEMENT is entered into this 10th day of June 2008 between HURON VALLEY SCHOOL DISTRICT, hereinafter referred to as the Employer, and HURON VALLEY SCHOOLS EMPLOYEE CHAPTER 08 of LOCAL UNION NO. 202, affiliated with Michigan Council No. 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the Union. The term Employer shall also mean such agents and supervisory personnel as shall be directed by the Board of Education to act on its behalf.

*NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are primarily for reference.*

## **PURPOSE AND INTENT**

The purpose and intent of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the Employees covered by this Agreement. The parties recognize that the interest of the community and the job security of the Employees depend upon the Employers and the Employees success in establishing adequate and reliable service to the community.

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

**ARTICLE 1**  
**RECOGNITION - EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of Public Employees Relations Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and 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. The bargaining unit includes all custodial/maintenance employees including custodians I, custodians II, permanent substitute custodians, grounds, grounds working leader, custodial working leader, and utility employees, maintenance technicians and maintenance technician helper, mail person, warehouse person, painters, carpenter, carpenter helper, and utility truck driver, but excluding all foremen, supervisors of maintenance of operations, and all other supervisors as defined in Act 379. Further, the bargaining unit shall exclude all temporary employees. A temporary employee shall be defined as a substitute employee or an employee who replaces a permanent employee on a leave of absence.

## **ARTICLE 2 AID TO OTHER UNIONS**

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

## **ARTICLE 3 UNION SECURITY**

To the extent that the laws of the State of Michigan permit, it is agreed that:

**A. Dues/Service Fee**

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of employment to continue membership in the Union or pay a service fee to be determined by the Union on a continuing basis. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement or pay a service fee to be established by the Union on or before the tenth (10th) day after the thirtieth (30th) day following such effective date. Employees who are hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement or pay a service fee to be established by the Union on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.

**B. Hold Harmless Agreement**

The Union shall indemnify and save the Employer harmless against any claims, demands, suits or other forms of liability that may arise by reason of the Employer's complying with the provisions of this Article.

## **ARTICLE 4 UNION DUES AND CHECK-OFF**

### **A. Dues Deduction**

The Employer agrees to make monthly collection of Union dues and membership initiation fees (not including fines or assessments) or service fee for any employee submitting a signed payroll deduction authorization to the Employer and to pay over to the Union the total amount thus deducted for all such employees. If for any reason services are withheld by a work stoppage or boycott, termination of collection will immediately take effect and remain in effect until services are restored.

### **B. When Deductions Begin**

Check-off deductions under all properly executed Authorization for Check-Off forms shall become effective at the time the application is tendered to the Employer and shall be deducted once each month, beginning with the next month.

### **C. Remittance to Financial Officer**

Deductions for any calendar month shall be remitted to the designated financial officer of the Union as soon as practicable after the tenth (10th) day of the following month. The Employer shall furnish the designated financial officer of the Union, monthly, with a list of those for whom the Union has submitted signed Authorization for Check-Off forms, but for whom no deductions have been made.

### **D. Termination of Check-Off**

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of a bargaining unit. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.



**E. Limit of Employer's Liability**

It is understood that the Union shall have the responsibility for contacting employees hired, rehired, reinstated or transferred into the bargaining unit for the purpose of complying with Section B, above. The Employer shall not be liable to the Union on account of any dues or service fees deducted and remitted to the Union or for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. Further, the Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

**F. Voluntary P.E.O.P.L.E. Deduction**

The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**G. New Employees**

The employer will furnish the Union a list of all new employees hired, rehired, reinstated or transferred into the bargaining unit and their effective date of such employment. New employees shall be provided a contract along with other pertinent employee information on date of hire by the Employer.

## **ARTICLE 5 UNION REPRESENTATION**

### **A. Stewards**

The custodians area shall have two stewards and two alternate stewards, the employees shall be represented by a Steward and an Alternate, who shall be regular seniority employees working in that area. In the absence of the Steward, the Alternate will represent the employees. There shall also be a Chief Steward and an Alternate Chief Steward who shall serve in the absence of the Chief Steward.

The Union shall notify the Employer, in writing, as to whom the designated Stewards and Alternate Stewards are as soon as possible after their election or temporary appointments.

### **B. Representative Release**

If, in the handling of a reported grievance, it becomes necessary for the Union Representative to leave his/her work, he/she shall first obtain permission from his/her supervisor and/or principal. Such permission shall not unreasonably be withheld. The privileges of a Union Representative leaving his/her work during working hours, without loss of time or pay, is subject to the understanding that such time shall be devoted to the proper handling, investigation and presentation of the grievance; will be done as expeditiously and with as little interruption of work as possible, and that this privilege will not be abused. Any alleged abuse by either party shall be a proper subject for a Special Conference.

If the Union Representative is required to go into another building other than his/her own in the handling of a grievance, the supervisors and/or principals at all buildings involved must be notified. The Union Representative shall return to his/her work as promptly as possible, and upon returning shall at once report to his/her supervisor and/or principal.

The Chapter Chairperson or Chief Steward shall be covered under Section C. above in cases where the Steward or Alternate Steward is absent or cannot attend or when specifically requested by the employee or the Employer. The Vice-Chairperson shall function in the absence of the Chairperson.

## **ARTICLE 6 SPECIAL CONFERENCES**

### **A. Purpose**

There shall be established under this Article a closed forum, hereinafter called "special conferences", for the purpose of improving Employer-Employee relationships. It is understood by the parties, however, that the special conferences are not to be construed or utilized as a grievance or "gripe" session. It is not to be considered as negotiations.

### **B. Scheduling**

Special conferences will be arranged between the Chapter Chairperson and the Employer or its designated representatives by mutual consent of the parties. Such conferences shall normally be between three or four representatives of the Employer and an equal number for the Union (a Council representative and/or a representative of the International Union may be included within these numbers). Arrangements for the conference shall be made in advance; and a written agenda of the matters to be taken up shall be presented at the time the conference is requested. The names of the persons to be present shall be submitted prior to the conference. Matters taken up at special conferences shall be confined to those included in the agenda. If the special conference takes place during an employee's working hours, he/she shall not lose time or pay for reasonable time spent in such special conference.

The Union representatives may meet at a place designated by the Employer on the Employer's premises for at least one-half hour (but not to exceed one hour) immediately preceding the special conference.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

A. A grievance is defined to be a complaint by an employee or the Union, based upon an event or condition which is claimed or considered to be a violation of this Agreement or Public Act 379.

B. Grievances shall be presented in the following manner:

Each grievance shall be initiated within five (5) working days of the date of the reported occurrence, or the employee's, and/or Union's knowledge of its occurrence. However, in no event will any claim for back pay be valid for a period of more than thirty (30) calendar days prior to the date the grievance was first filed.

### **1. STEP I**

- (a) If an employee feels that they have a grievance, they shall first attempt to present the grievance orally to the immediate supervisor, who shall attempt to adjust the matter consistent with the terms of this Agreement; provided that the Union has been given the opportunity to be present at such adjustment. The employee must state clearly that he/she is instituting Step I of the grievance procedure. However, failure to so inform the supervisor shall not be cause for denying the grievance.
- (b) The employee may then discuss the grievance with the Steward.
- (c) The Steward may also discuss the grievance orally with the employee's supervisor.

## **2. STEP II**

- (a) If the grievance is not settled at Step I, the grievance may be presented in written form to the employee's immediate supervisor; the written form shall be signed by the Employee. The grievance must be presented in writing to the employee's immediate supervisor within ten (10) working days after its verbal initiation in order to be a proper matter for consideration under Step II or any subsequent Steps of this grievance procedure.

During each Step where a grievance is reduced to writing, the Union and the grievant will endeavor to include the following in the written grievance.

- (1) The specific section of the Master Agreement allegedly violated.
- (2) When this alleged violation occurred.
- (3) In what way there has been a violation, misinterpretation, or misapplication of this Agreement.
- (4) The name or names of the aggrieved person or persons, the manner in which they have been injured, and the proposed remedy or remedies for resolution of the grievance.

However, failure to include items one (1) through four (4) above shall not be cause for denying the grievance or contesting its arbitrability. Reasons and/or missing information needed shall be communicated in writing by the Supervisor to the Steward within five (5) working days of receipt of the grievance. The Steward shall have five (5) working days after receiving the aforementioned request to furnish the missing information to the Supervisor. The parties shall return to the herein outlined procedures thereafter.

- (b) The employee's immediate supervisor shall within ten (10) working days, answer the grievance in writing to the employee with a copy to the Chairperson of the Local Union and the Steward.



### **3. STEP III**

- (a) If the grievance is not settled at Step II, the matter may be referred to the Chapter Chairperson who may, within ten (10) working days after the answer provided for in Step II (b) above, submit a written appeal to the Superintendent or a designee. The designated representative shall arrange for a meeting, to be held within ten (10) working days from the date the written appeal is received, between not more than four (4) representatives of the Local Union, and four (4) representatives of the Employer. The Local Union representatives and the Employer's representatives shall meet at the times and places designated and shall discuss the appealed grievance.
- (b) The Local Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding any meeting provided for in this Step of the Grievance Procedure.
- (c) The Employer's designated representative shall answer the grievance in writing and shall forward the said answer to the Local Union Chairperson within ten (10) working days after the meeting provided for in Step III (a) above.

### **4. STEP IV**

If the grievance remains unresolved at the conclusion of Step III, either the Union or the Board may request, in writing to the other, that the matter be submitted to non-binding mediation with the Michigan Employment Relations Commission or the Federal Mediation & Conciliation Service. Such request for mediation must be made no more than ten (10) working days after delivery of the Step 3 formal disposition. For mediation to occur, the mediation request must be agreed upon in writing by the other party not more than ten (10) working days following receipt of the request.

## 5. STEP V

If the grievance remains unresolved at the conclusion of Step IV, or if the grievance is not mediated, it may be submitted to arbitration by either party, provided written notice of the intent to proceed to arbitration is delivered to the Employer or the Union within ten (10) working days after either (a) the conclusion of the mediation hearing or (b) notification of the decision under Step III if the grievance is not mediated. Following the written notice of intent to proceed to arbitration the Union and a representative of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) working days after receipt of the notice of intent to proceed to arbitration, the American Arbitration Association or the Federal Mediation and Conciliation Service shall be requested to provide a panel of five (5) arbitrators. In the event the Union and the Employer are unable to agree on the arbitrator from the first list, two additional lists may be requested. In the event the Union and the Employer are unable to agree on an arbitrator from the second list, the following procedure shall be followed relative to the third list; both the Board and the Union, in that order, shall have the right to strike a name until only one remains, the one remaining to be the arbitrator. It shall be the function of the arbitrator who shall be empowered, except as the powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific Articles and Sections of the Agreement.

- (a) The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- (b) The arbitrator shall have no power to establish salary structure.
- (c) There shall be no appeal from an arbitrator's decision if within the scope of the authority as set forth above. It shall be final and binding on the Union, its members, the employees or employee involved, and the Board. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator nor shall the Union or

its members by any other means attempt to bring about the settlement of any grievance.

- (d) The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
  - (e) Should the grievance be sustained:
    - 1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation (not to exceed their rate of pay) that they may have earned from any interim employment during their regular hours of employment.
    - 2. No decision in any case shall require a retroactive wage adjustment in any other case.
  - (f) Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Agreement.
  - (g) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall make a determination on the arbitrability of the grievance.
- C. The time limits specified heretofore for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Union fails to appeal a grievance within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Employer's last answer. In the event the Employer shall fail to supply the Union with its answer to the grievance at any Step within the specified time limits, the grievance shall be deemed to be abandoned and settled on the basis of the Union's written position.
- D. As used throughout this Article, the term supervisor shall mean the employee's immediate supervisor.

## **ARTICLE 8 DISCHARGE AND SUSPENSION**

### **A. Notice of Discharge, Suspension or Discipline**

The employer shall not discharge, suspend or discipline an employee without just cause. When a disciplinary action is placed in writing such disciplinary statement shall contain notice to the disciplined employee of his or her right to seek the advice and assistance of the appropriate Union Steward. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify in writing the employee's steward of the discharge or suspension with a copy to the Chapter Chairperson.

A discharged or suspended employee will be allowed to discuss the discharge or suspension with the appropriate steward and the Employer will make available an area where this may occur before requiring the employee to leave the Employer's premise. Upon request, the Employer or a designated representative will discuss the discharge or suspension with the employee and the steward. Nothing in this Article shall prevent the employer from taking immediate and disciplinary action should it be required by the circumstances.

### **B. Appeal of Discharge or Suspension**

Should the discharged, suspended or disciplined employee or the steward consider the action to be improper, a grievance shall be presented in writing through the steward to Step II of the Grievance Procedure, within five (5) regularly scheduled working days after receiving the discipline.

### **C. Use of Past Records**

In imposing any discipline on a current charge, the Employer will not take into account any prior job performance infractions which occurred more than twenty-four (24) months previously, with appropriate exception, nor impose discipline on an employee for inadvertent errors or mistakes on the employment application.

If the employee makes an intentionally false and material statement on his/her employment application or an application for leave of absence, he/she shall be subject to disciplinary action up to and including discharge within a period of three

(3) years. However, there shall be no time limitation for disciplinary action up to and including discharge for failure to report a felony conviction.

**D. Personnel File Review**

An employee shall have the right, upon written request, to make an appointment with the personnel administrator to review the contents of his/her personnel file.

**E. Progressive Discipline**

Except for offenses which include serious misbehavior or patterned behavior which interferes with an individual's employment or work assignment, the parties adopt the concept of progressive discipline designed to necessitate corrected behavior and agree with the concept that the severity of the infraction should determine the degree of discipline to be imposed.

The following steps shall constitute the progressive discipline plan:

- Verbal warning
- Written reprimand
- Short-term suspension without pay (5 working days or less)
- Long-term suspension without pay (more than 5 working days)
- Termination of employment



## **ARTICLE 9 SENIORITY**

### **A. Probationary Period**

The probationary period for all employees covered by this Agreement shall be ninety (90) calendar days. However, the ninety (90) day probationary period may be extended for the period of time an employee was absent during the probationary period. It is further understood that while assignments may vary, the probationary period begins when the employee begins the first day of permanent employment. Time spent as a substitute or temporary employee shall not constitute any part of the probationary period.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Employer will have the right to discharge or take disciplinary action other than for Union activities involving a probationary employee without a grievance filed or processed.

### **B. Seniority/Lists**

Seniority shall not be affected by race, color, creed, national origin, sex, marital status, or dependents of the employee.

Seniority shall be on a representational area basis (custodial/maintenance) in accordance with the employee's last date of hire.

When more than one employee is hired on the same day, seniority will be determined by use of a pseudo random number table.

In the event of layoff the employee shall continue to accrue seniority during that period.

The Employer will keep the seniority list up to date at all times and will provide the Local Union with an up-to-date copy on or before November 1 and again on or

before May 1 of each school year. Twenty (20) copies will be provided to the Chapter Chairperson. Four (4) copies of a list of monthly changes will also be provided to the Chapter Chairperson.

## **ARTICLE 10 SENIORITY OF STEWARDS**

Notwithstanding their position on the seniority list, stewards shall in the event of a lay-off of any type be continued at work as long as there is a job in their unit for which they are qualified and able to perform and shall be recalled to work in the event of a lay-off on the first open job in their unit which they are capable of performing.

## **ARTICLE 11 SENIORITY OF OFFICERS**

Notwithstanding their position on the seniority list, the Chairperson, or the Vice-Chairperson when functioning as Chairperson of the Chapter, shall in the event of a lay-off be continued at work at all times when one or more units or fractions thereof are at work, provided they can perform any of the work available.

## **ARTICLE 12 LOSS OF SENIORITY**

An employee shall lose seniority for the following reasons only:

1. The employee quits.
2. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
3. The employee is absent for three (3) consecutive working days without notifying the Employer, unless completely unable to notify the Employer. The employee does not return from sick leave or from a leave of absence within three (3) days after expiration of such, unless completely unable to notify the Employer and return to work. After such absence, the Employer will send written notification to the employee's last known address that the employee's seniority is lost and employment has been terminated. If the disposition made of any such case is not

satisfactory, the matter may be referred to the grievance procedure.

4. The employee does not return to work when recalled from lay-off as set forth in the recall procedure, unless completely unable to notify the Employer and return to work. In proper cases, exceptions may be made.
5. The employee retires.

### **ARTICLE 13 SUPPLEMENTAL AGREEMENTS**

Any supplemental agreement shall be subject to the approval of the Employer and the Local Union. Any such supplemental agreement shall be approved or rejected within a period of thirty (30) calendar days following the date of its final drafting.

## **ARTICLE 14 LAYOFF AND RECALL**

### **A. Layoff**

1. The word "Layoff" means a reduction in the working force due to a decrease of work or limitation or reduction in operating funds. The Board shall have the sole responsibility for determining the positions to be reduced and the extent of such reductions subject only to Section 6 below.
2. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a department-wide basis. Seniority employees will be laid off according to seniority. A laid off seniority employee shall be able to move into an equal or lower classification within his/her department where his/her seniority will allow and he/she can perform the job.

During a layoff a part-time employee will not be scheduled an increase in hours due to the layoff. Further, during a period of layoff within a given classification, temporary employees shall not be utilized for other than normal employee absences.

3. Employees who are to be laid off will have at least eighteen (18) calendar days notice of layoff. The Chapter Chairperson and the Chief Steward shall receive a list from the Employer of such employees being laid off on the same date the notices are issued to the employees.
4. In the event of a work stoppage implemented by another employee unit, the employees affected may be laid off on an emergency basis without regard to Section 3 above. However, if the full work year for the affected employees can still be scheduled, then such temporary layoff shall be considered an emergency work schedule change and shall not constitute a period of unemployment.
5. If there is temporary work within a unit during the summer months, which

cannot be assigned within that unit, employees from another unit who do not normally work during such time shall be considered on a seniority basis for transfer to that unit temporarily before persons are assigned from outside the bargaining unit; provided that employees transferring to such temporary assignments must be qualified in all respects to perform such work outside their normal representational area. Employees desiring temporary summer work outside their unit shall indicate their desire in writing to the Personnel Office not later than June 1 of each year. It is understood by the parties that no person can acquire more than one (1) year of seniority in any twelve (12) month period even if performing temporary summer work as described herein.

6. Prior to any proposed layoff, management shall meet with Union representatives and discuss the need for and plans for implementation of said layoff. At the employer's request, the Union shall assist management in any matter pertaining to layoff and recall.

#### **B. Recall**

When the unit working force is increased after a layoff, employees will be recalled according to seniority, if capable of performing the work available. Employees shall be maintained on a recall list for a period of equal to their seniority or twenty four (24) months, whichever is less. Notice of recall shall first be attempted by telephone; recall shall then be by written notice and sent to the employee at his or her last known address by registered or certified mail. Within seventy-two (72) hours after receipt of the recall notice, the employee shall notify the Employer in writing of his or her intention to return to work and within seven (7) days after receipt of the notice of recall, the employee shall return to work. In proper cases, exceptions may be made.



## ARTICLE 15

### TRANSFERS, PROMOTIONS AND VACANCIES

Current regular seniority employees meeting established qualifications shall be allowed to transfer or promote as provided in this Article to posted positions within the bargaining unit before any new employees are hired.

#### A. Transfers/Vacancies

In the filling of vacancies, transfers within classification shall be given priority over promotions.

1. A transfer is a lateral change within a salary classification in each representational area where there is an opening and there is no additional compensation; for example, a movement to another building, to another shift, (when applicable), or to another job within the same salary classification falls within the definition of a transfer.
2. Whenever a vacancy in a position occurs which is not considered a promotion; the vacancy shall be posted for five (5) working days. The seniority applicant meeting the minimum qualifications shall have a personal interview with the building or department supervisor. Except as provided below, the qualified seniority employee requesting the transfer shall be granted the position. In the event the qualified seniority employee is denied the transfer, notice and reasons in writing shall be given to the employee with a copy to the Steward. An employee transferred in accordance with this Article will receive a twenty (20) working day trial period to determine his/her ability to perform in the new area or shift. It is understood that the twenty (20) working day trial period is the maximum timeline, while there is no intended minimum time for such trial period. However, the trial period shall be of such duration as to afford the employee a reasonable opportunity to demonstrate his/her competency and ability to perform in the new area or shift. In the event the trial period proves unsatisfactory the employee shall revert back to the same or similar position as was held prior to the transfer. Bargaining unit employees will be limited to one transfer per twelve (12) months. During the trial period, the employee will

receive the compensation rate of the job the employee is performing. Unsatisfactory attendance and/or discipline records may be grounds for not granting an employee a transfer.

3. The Employer may reassign an employee who is not within the bargaining unit into the bargaining unit, providing there is an open job within the bargaining unit which has been posted and not been filled, providing such employee shall start earning seniority from the date of reassignment into the unit. (Seniority not related to Salary Schedule steps.)
4. If an employee is transferred to a position not in the bargaining unit and is thereafter transferred back again by either the Employer or by his/her own volition, the employee shall not lose seniority accumulated prior to the promotion.

It is further understood that should a bargaining unit employee be promoted or transferred outside the bargaining unit and thereafter return to the bargaining unit, the time spent in the non-bargaining unit assignment shall not be considered for seniority accrual within the bargaining unit for the purposes of advantages granted under the Master Agreement including transfers, promotions, lay off and recall.

5. If and when operations or division or fractions thereof are transferred for more than ten (10) days from one location to another, employees affected will be given the opportunity to transfer on the basis of seniority, preference and classification. Location exchange will be considered in such cases.
6. It is recognized by both parties that unrequested transfers may be necessary. The Employer agrees to avoid unnecessary unrequested transfers. In the event of such a transfer the employee shall have at least one (1) week notice whenever reasonably possible. Also the Executive Director of Human Resources or a designee along with the Chapter Chairperson or a designee shall meet with the employee to explain the need for the transfer. It shall be up to the Executive Director of Human Resources or a designee as to whether the unrequested transfer is necessary.

7. A temporary position within the District shall be defined as a position based on the needs of the students or District, which is limited to a duration of thirty (30) working days. After thirty (30) working days, the temporary position shall be posted as a regular bargaining unit position. This section shall not apply to summer work.
8. During summer months when school is normally not in session, work crews will be allowed for team cleaning of school buildings. It shall be understood, however, that in no case will the concept and utilization of work crews during this time period cause the layoff of full-time regular custodial help during said time.

**B. Promotions/Vacancies**

1. A promotion is an upward change in an open job classification which results in additional rate compensation during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime, shift differential or premium pay.
2. Whenever a vacancy in a position occurs, which position shall be considered to be a promotion within the meaning of Section A, or whenever a new job is created, the Employer shall publicize the same by giving written notice of such vacancy by posting the job classification and its duties.

No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for five (5) working days.

3. Any employee may apply for a vacancy as defined in Sections A and B above. Promotions within the bargaining unit shall be made on the basis of seniority, qualifications and testing.

Interested bargaining unit members will be given the opportunity to take a pre-qualifying written exam for working leader, utility worker, high school maintenance, grounds and maintenance technician. (All tests will be determined by management and will be subject to change.) A three (3) month

waiting period is required before a retest will be allowed. (The skills of the working leader shall be determined by management and will be subject to change.) Upon appeal, the Chapter Chairperson or Chief Steward, may review a bargaining unit members test scores.

To be eligible for promotion to a working leader position the employee must have a good attendance record and no disciplinary record for the past two years.

The employee must have successfully completed a hands on test to be considered qualified. If the employee is not given a position / promotion within two years, they must re-qualify.

Seniority applicants meeting the established minimum testing standards and qualifications shall have a personal interview with the building or department supervisor. The senior qualified applicant shall be given first consideration for a promotion in every case where the Employer has determined such senior applicant to have the minimum qualifications, ability and experience for the specific position. Unsatisfactory attendance and/or discipline records may be grounds for not granting an employee a promotion.

4. The trial period for promotion shall be thirty (30) working days. During the trial period, the employee will receive the compensation rate of the job the employee is performing.

It is understood that the thirty (30) working day trial period is the maximum time line, while there is no intended minimum time for such trial period.

However, the trial period shall be of such duration as to afford the employee a reasonable opportunity to demonstrate competency to perform satisfactorily on the job. During the thirty (30) working day trial period the employee shall have the opportunity to revert back to the former classification and a letter of explanation shall be submitted to the Employer. Likewise, if the employee is unsatisfactory in the new position, the employee will be returned to the former or similar position, and notice and reasons shall be submitted to the employee in writing by the Employer. The matter then may become a proper subject for

the 2nd step of the grievance procedure. The employee's salary shall revert to the classification from which the employee was promoted. This salary shall not be affected.

5. Any employee assigned to work above classification for two (2) days or more within a pay period shall receive the higher pay for all time worked in such higher job classification. If an employee temporarily works below job classification, the employee shall still receive the regular classification pay. Seasonal adjustments may alter an employee's job classification with the appropriate pay rate change under the wage scale hereinafter set forth.
6. An employee who is promoted during the probationary period shall be considered to have satisfactorily completed the probationary period in the classification from which promoted.
7. Working Leaders shall work well and cooperate with other staff members. Working leaders have responsibilities which include the performance of duties above and beyond those stipulated in the job description for building custodians. Specifically, working leaders, where assigned, will direct work in consultation with the supervisor and/or building administrators. Working Leaders are to relay the supervisor's directions to other custodians and report back to supervision on the progress of all assigned custodial work within their building, but shall not be interpreted as to furnishing the Employer with employee evaluation reports. Working leaders will not discipline or evaluate.

## **ARTICLE 16 LEAVES OF ABSENCE**

Leaves of Absence under this Article shall include leaves for illness, maternity, illness of an immediate family member, military leave, union business leave and educational leave. Regulations for specific types of leaves are outlined below.

### **A. Protracted Illness or Disability**

All employees with three-hundred sixty-five (365) days length of service with the Employer will be granted a leave of absence in cases of protracted illness or disability provided that the employee shall be required to provide certification from a competent physician verifying the need for such leave of absence. Upon mutual agreement between the Employer and the Union, exceptions may be made to permit an employee with less than three-hundred sixty-five (365) days seniority such leave of absence. The Board shall maintain the right to have any employee examined by a Board-designated physician at its expense at any time such examination is deemed necessary. In the event a difference of opinion persists between the employee's physician and the Board-designated physician, the matter shall be referred to an appropriate specialist in the area of controversy at the Ford Hospital, or the University of Michigan Hospital at Ann Arbor for final determination in the matter which shall be binding on all parties.

The employees must notify the Employer and the Union within the first three (3) days of absence, whenever possible. Such leave shall be granted for up to one year; provided, however, that such leave may be extended for up to one year. During the time employees are on leave of absence, they will not lose their seniority. When the employees return to work they will be placed in a position comparable to the type of work and wages of the classification which they left. The Employer shall not be required to re-employ any person who is not capable of performing the duties applicable to the position. Such employees shall be given the opportunity to work another job classification if capable of performing such job.

An employee who is granted a leave of absence under this Section shall have the Board paid Employee's Health Benefit Plan, if applicable, continued at Board expense for up to the first three (3) months of such unpaid leave. Further, in the case of a serious injury, illness or disease, the Superintendent may, at his/her discretion, grant a longer extension of the Board paid health plan above. In any such case the decision of the Superintendent shall be final.

The Family Medical Leave Act shall be governed pursuant to the Board policy. The employee must first use accumulated paid sick leave. The remainder of any FMLA leave time will be unpaid.

**B. Military Leave**

Any employee serving in the United States Armed Forces shall upon termination of such services, be offered re-employment in the previous position, as set forth in the applicable laws and regulations, provided the employee has received an honorable discharge, seeks re-employment within ninety (90) days from the date of discharge, and is still qualified and competent to perform work and duties required on a job. Those employees who are members of the National Guard or Reserve units shall be granted a leave of absence or their vacation period for the necessary period during the year for such training or duty.

**C. Maternity Leave - Sick Leave**

1. As a result of and in compliance with P.A. 153 of 1978, which requires a sick leave system to be eligible to a pregnant employee on the same terms and conditions as are applicable to other health conditions and temporary disabilities, the following provision shall be effective.

a. An employee shall be granted a maternity leave of absence upon submission of a medical statement confirming the employee's incapacity to work, and such leave shall extend through the period of documented disability. If there is doubt of the disability, the Employer may require (at its expense) a medical examination confirming the disability.

- b. A pregnant employee shall have the option of using her accumulated sick leave in accordance with Article 17 or taking a leave without pay for the exclusive period of the temporary disability. An employee may not change from an unpaid leave to a paid leave after an unpaid maternity leave has been granted.
  - c. Upon termination of the pregnancy and in conjunction with the post-natal examination, which confirms the conclusion of the disability, the employee shall be required to return to work. Failure to return to work upon conclusion of the leave of absence shall be treated in accordance with ARTICLE 12, Section 3.
  - d. If the employee opts for sick leave, which is insufficient to cover the duration of the pregnancy disability, such employee will be on a temporary unpaid sick leave that ends upon conclusion of the disabling period of time (as set forth in subsection b. above). The employee shall then be required to return to work per subsection c. above. Determination of the disabling effects of pregnancy shall be based upon the medical evidence and/or the employee's inability to perform all the necessary and regular duties and functions of the position.
2. An extension of a leave which is not a result of continuing disability may be granted at the discretion of the Board in accordance with Section E. of this Article.

**D. Union Business**

Members of the Union selected by the Union to participate in Union business, conferences, seminars or conventions, shall be granted a leave of absence without pay at the request of the Union provided at least two (2) weeks' notice is given and the replacement of such employee does not require an additional expense to the Employer. A leave of absence for such Union activity shall not exceed two (2) weeks; nor shall more than three (3) employees be eligible for such leave during a calendar year. The employee has the option to take vacation



with pay in lieu of the leave of absence. Meetings called by the Employer shall not result in any loss of pay to any Union member in the bargaining unit. Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the employee receive unpaid leaves of absence for up to one (1) year or the term of office, whichever may be shorter. Upon termination of such leave they shall be re-employed with like seniority, status, and pay. Such leave may be extended for up to one (1) year.

**E. All Other Types**

All other types of leaves of absence may be granted for a reasonable period of time, up to one (1) year, for good cause. The request for the leave of absence shall be presented in written form to the Employer for evaluation and consent, considering the merits of the request and the efficient operations of the school on a first come first served basis. Special consideration will be given to leave requests pertaining to the illness of an immediate family member and for educational leaves. The employee may request an extension of such leave.

**F. Return from Leave**

All employees granted a leave of absence for one (1) month or more shall notify the Employer of his or her intent to return to work within seven (7) days of the expiration date of the leave of absence (except for military leave and maternity leave as set forth above). Upon termination of such leave they shall be reinstated with like seniority, status, and pay. However, the Employer shall not be required to reinstate any person who is not capable of performing the duties applicable to the position.

**G. Seniority While on Leave**

Employees receiving a leave of absence without pay shall continue to maintain their seniority. Employees receiving a leave of absence without pay exceeding one (1) year shall not have such time in excess of one (1) year counted in the computing of total school district seniority, nor will other employment benefits be considered to accrue.

## **ARTICLE 17 PAID LEAVE**

### **A. Sick Leave**

1. All employees with twelve (12) months seniority in the bargaining unit shall accumulate and be credited with a maximum of eight (8) sick leave days (for 12-month employees). At the beginning of each fiscal year (for 12-month employees) the Employee's "bank" of accumulated sick leave shall be credited with days earned the previous year. If the employee leaves the Employer during the service year, proper adjustments will be made for sick leave payments.
2. All regular employees shall be credited with a service accumulation for sick leave purpose at the end of each fiscal year equal to the number of unused days in the current allowance for that year. This service accumulation process may continue during the service of the employee up to a maximum of one-hundred fifty eight (158) days.
3. All sick leave accumulated prior to the execution of this Agreement shall be credited and carried forward. Approved absence from duty shall be charged to service accumulations. No deductions in pay will result from absence from duty as approved unless the total absence exceeds the combined service accumulations or if the claim for sick leave is false. A doctor's statement may be required by the Employer at any time it believes there is abuse.
4. An employee on sick leave under the provisions of this Article will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.

### **B. Compassionate Leave**

All employees with sick leave benefits may be permitted to use a maximum of five (5) days of such leave per year in the event of serious illness (requiring a doctor's consultation) in the immediate family. The immediate family shall be defined as parents, parents-in-law, spouse, children, grandchildren, brother,

sister, grandparents, brother-in-law, sister-in-law, and grandparents-in-law. To use this time off without loss of pay, the employee must certify in writing to the Superintendent the details of the request. The Superintendent may, at her/his discretion, grant compassion leave for situations other than those mentioned above, and the decision of the Superintendent relevant to those situations shall be final.

**C. Funeral Leave**

In the event of death in the immediate family, as defined in Section B. of this Article, an employee may be granted up to five (5) leave days. To use this time off without loss of pay or sick leave, the employee must certify in writing to the Superintendent the details of the request. The Superintendent may, at her/his discretion, grant funeral leave for situations other than those mentioned above, and the decision of the Superintendent relevant to those situations shall be final.

**D. Personal Business Leave**

Each member of the bargaining unit shall be allowed up to two (2) unpaid days of employment per school year to take care of matters of a personal nature which cannot be taken care of at a time other than school time. Request for a business leave day shall be as far in advance as possible, but not less than forty-eight (48) hours except for stated emergencies, and shall be submitted in writing to the immediate supervisor stating the reason for such leave.

In order to qualify for the perfect attendance award, personal business leave requests must also be approved by either the Maintenance or Operations Supervisor, as appropriate. Requests for personal business leave which do not comply with the above criteria may be denied in which case reasons will be given.

**E. Reporting Absence**

When an employee is unable to report to work on any given day, they shall contact the appropriate supervisor as early as possible, but in no event later than one (1) hour prior to the time they are scheduled to report to work. An employee who does not follow the reporting procedure without adequate reason may lose pay for the day and may be subject to discipline.

## **ARTICLE 18 SEVERANCE**

### **Severance Pay**

If an employee resigns, retires or is disabled within the meaning of the Michigan Public School Employees' Retirement Act, s/he shall be eligible for a Severance Pay.

An employee who has an unused sick leave bank of more than fifty (50), but less than one-hundred (100) days, shall be eligible for three percent (3%) of his/her last year's regular salary (exclusive of all premium pay) upon his/her resignation, retirement, or disability.

Further, an employee who has an unused sick leave bank of one-hundred (100) days or more shall be eligible for five percent (5%) of his/her last year's regular salary (exclusive of all premium pay) upon his/her resignation, retirement, or disability.

## **ARTICLE 19 INSURANCE COVERAGE**

### **Insurance Eligibility**

#### **Eligibility for Employees Hired before August 12, 2007**

Employees who work four (4) hours or more per day or twenty (20) hours per week shall be covered by Article 19, Insurance Coverage. For employees who work thirty (30) or more hours per week, all benefits contained in Article 19 shall be provided without cost to the employee or as stipulated in the coverage plan. For employees working at least twenty (20) hours but less than thirty (30) hours per week, the Board of Education's contribution to the cost of insurance benefits called for in this Section shall be the same ratio as the employee's hours per week are to thirty (30) hours per week, with the employee paying the remainder of the cost.

#### **Eligibility for Employees Hired after August 12, 2007**

Employees who work seven (7) hours or more per day or thirty five (35) hours per week shall be covered by Article 19, Insurance Coverage. For employees who work forty (40) or more hours per week, all benefits contained in Article 19 shall be provided without cost to the employee or as stipulated in the coverage plan. For employees working at least thirty five (35) hours but less than forty (40) hours per week, the Board of Education's contribution to the cost of insurance benefits called for in this Section shall be the same ratio as the employee's hours per week are to forty (40) hours per week, with the employee paying the remainder of the cost.

Eligibility for all insurance coverage through the district shall begin following completion of ninety (90) days of employment with the district.

An employee who provides false eligibility information on their enrollment form for certification of insurance coverage shall immediately be removed from the Board's insurance program(s) and shall not be eligible to re-enroll for the benefit plan until the next open enrollment period.

**A. Health Insurance**

The Board of Education shall pay for the individual health and prescription coverage as described below, which is recognized and accepted by hospitals, physicians, and drug providers for each eligible employee who desires such insurance, except that the Board shall not pay for any health insurance if the employee or other family member elects to be covered under another health insurance plan from another source. The Board further agrees to support the cost of health care premium to full family coverage including coverage for eligible dependent children through the end of the calendar year in which they turn nineteen (19) and for family continuation coverage as outlined by the provider. Employees hired after August 12, 2007 may elect family continuation coverage, at the employee's expense, for eligible dependent children following the year in which they turn nineteen (19) years of age.

The following health care plan may be elected by eligible employees and dependents:

Blue Care Network – Healthy Blue Living Option 1 (HMO).

Healthy Blue Living offers two levels of medical and prescription coverage—enhanced and standard.

Healthy Blue Living members are automatically enrolled in the enhanced plan for the first 90 days of coverage. To stay in the enhanced plan, the subscriber and spouse need to complete a health risk appraisal and qualifications form during the first 90 days and follow their primary care physician's recommendations for a healthy lifestyle.

The Board shall provide a cash option to eligible employees in lieu of medical health insurance. The cash amount shall be one hundred dollars (\$100) per month. The parties agree that the initial implementation of the cash in lieu of medical health insurance provision as defined in this Article shall require a minimum of ten participants enrolled by the last day of the annual open

enrollment period with an effective date of the first pay in January to coincide with the effective date of medical benefits offered during open enrollment. In the event ten employees do not participate, implementation shall begin on the first pay in January following the open enrollment of the year in which the minimum participation of ten employees is reached. It is understood that this implementation requirement is for the initial implementation only and once implemented, the cash in lieu program will continue from year to year.

**B. Dental Plan**

The Board shall select the insurance carrier and support the cost of a Dentistry Plan for all full-time employees covered by this Master Agreement. To receive this dental care plan an employee must be eligible as defined in this Article.

The following provisions shall apply to the Dentistry Plan:

1. The Dentistry Plan shall include the following:
  - No annual deductible for basic and major services
  - Individual annual maximum \$1,250;
  - Class 1 Preventive Services - 100%
  - Class 2 Basic Services – 80%
  - Class 3 Major Services – 50%
  - Orthodontia Services (child and adult) – lifetime maximum \$2,500 at 50%
2. Any employee covered by another group dental plan shall not be eligible for the plans outlined in 1 above, but shall receive the same benefits as set forth in 1 above in the following manner: - 50% Class I benefits, 50% Class II benefits and 50% Class III benefits.
3. Where applicable, the dental programs described above shall provide for both internal and external coordination of benefits.

**C. Vision Plan**

The Board shall provide, without cost to eligible employees and their eligible dependents, the following vision care plan including coordination of benefits. To receive this vision care plan, an employee must be eligible as defined in this Article.

An examination and frames and one pair of corrective lenses (including prescription sunglasses, photo-ray lenses or contact lenses) will be provided once in a two year plan period of twenty four months for each eligible member of the family.

(1) Examination	\$60.00
(2) Single vision lenses	\$35.00 per lens
(3) Bifocal lenses	\$50.00 per lens
(4) Trifocal lenses	\$55.00 per lens
(5) Lenticular lenses	\$65.00 per lens
(6) Frames	\$70.00
(7) Contact lenses	\$80.00 per lens

**D. Term Life Insurance**

Employees covered by this Agreement shall be covered by a \$20,000 group term life insurance provided by the Board, to become effective in accordance with Section E. below. Further, in the event of the accidental death of an employee covered under this policy, the effective amount of such coverage shall be doubled (coverage to specify AD&D). To receive life insurance, an employee must be eligible as defined in this Article. It shall be the employee's responsibility to submit the necessary forms to obtain such insurance.

**E. Coverage Implementation**

The above sections shall become applicable on the first day of the month following ratification unless otherwise specified, or when the insurance carrier's requirements are met. Employees are responsible for furnishing properly signed forms to the Human Resources Department to be covered if they are not



presently a member of the Huron Valley Group.

**F. Disability Purchase Option**

Employees may elect to purchase short and long term disability insurance through the district program, provided they are eligible for same under the rules and regulations of the carrier. Payments for elected coverage shall be through payroll deduction.

## **ARTICLE 20 ATTENDANCE POLICY**

### **A. Perfect Attendance**

As an incentive for A.F.S.C.M.E. employees in an attempt to encourage and support exemplary attendance, the school district will also initiate a Perfect Attendance Incentive Plan. Under the Perfect Attendance Incentive Plan, all A.F.S.C.M.E. employees will be eligible for a payment (separate check) in the amount of two hundred dollars (\$200) for perfect attendance. To be eligible for the Perfect Attendance Incentive, an A.F.S.C.M.E. employee must have been employed for the entire fiscal year or school year as applicable to his or her position. Further, the employee shall not have missed any work time whatsoever; this includes time off for illness, disability, tardiness, leaving early, illness in the family, and business leave, on an unpaid basis. The only exceptions, which will not count against the Perfect Attendance Incentive, are vacation days, holidays, jury duty, funeral leave and paid personal business leave approved in accordance with the Master Agreement. For multiple years of perfect attendance, an employee will receive an additional fifty dollars (\$50) per year to a maximum of five hundred dollars (\$500).

On any day when school sessions are scheduled but that student attendance is canceled by the Superintendent due to natural causes or acts of God, employees are expected to report for duty. Unless so notified by the Employer, all employees will be required to work in order to receive pay. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days.

It is further understood that employees required to work in order to receive pay, who are unable to report after making an earnest effort to do so, may request and be granted a personal business or vacation day if entitled to same under the provisions of Article 17.

## **B. Attendance Control**

When an employee is unable to report to work on any given day, s/he shall contact the appropriate supervisor as early as possible, but in no event later than one (1) hour prior to the time s/he is scheduled to report to work. S/he shall follow the district procedures. An employee who does not follow the reporting procedure without adequate reason may be subject to discipline.

A Supervisor may request a doctor's statement whenever s/he suspects abuse regarding an employee's absence. Abuse may include excessive or patterned usage. The request for a doctor's statement will not be made without cause.

A Supervisor will immediately counsel any employee when his/her attendance becomes a concern. This counseling will not be considered as discipline.

The progressive disciplinary procedure outlined in Article 8 Section E of this Agreement will be utilized should counseling not be effective.

Falsification of sick leave or any other leave may result in discipline up to and including discharge.

## **ARTICLE 21**

### **HOURS, OVERTIME AND PREMIUM PAY**

#### **A. Work Week**

The regular work week shall consist of five (5) consecutive work days, within a seven (7) consecutive day period. The regular work assignment shall consist of four (4) to eight (8) hours per day. An eight (8) hour shift shall be exclusive of a one-half (½) hour lunch period. The entitlement to lunch periods shall be governed by Article 21 Section E.

The regular work week for alternative-work-week positions may be defined as Monday through Friday, Tuesday through Saturday, or Wednesday through Sunday. There are two consecutive days off in any seven day period.

(Note: The alternative work-week positions were established to accommodate the seven day operation of the Pool, Field House Fitness Center.)

Alternative work-week employees may have overtime assignments that occur during their regular shift extending that shift to complete both the regular and overtime assignments.

1. The district may hire up to four (4) permanent substitute custodians. These custodians will be guaranteed eight (8) hours work per day with benefits as outlined in Appendix D of this Master Agreement. Each of these custodians must serve a probationary period of ninety (90) workdays. The rate of pay during the probationary period and after the probationary period shall be consistent with the Wage Schedule in the Master Agreement.
2. These custodians will report at 3:00 p.m., unless notified by the Maintenance and Operations Department in advance of a time change. These custodians could be used in any custodial capacity or building. They shall not be permanently assigned to any position and/or building and will only be used to fill in for an absent regular employee or to supplement the workforce.

**B. Work Schedule**

All employees shall have a regular work shift and each work shift shall have regular starting time, quitting time, breaks and lunch periods. Work schedules showing the employee's shift, starting time, quitting time, breaks and lunch periods shall be posted in each building. Such work schedules shall not be changed except for good cause. If requested the Employer will specify the reasons to substantiate a change in work schedule during a special conference. Following such Special Conference the schedule change may be instituted upon five (5) working days notice to affected employees. If the decision is unacceptable to the employees, the matter may be subject to the grievance procedure beginning at Step 3.

**C. Shift Hours**

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. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days; anything less shall be considered temporary.

**D. Shift Premium**

Employees who work on the second or third shift shall receive in addition to their regular pay twenty five cents (.25) and forty cents (.40) respectively, additional compensation. In addition to the shift premiums defined above, an alternative-work-week premium of twenty five cents (.25) per hour shall be paid to employees in high school alternate-work-week positions with an alternative-work-week schedule.

Notwithstanding their scheduled starting time, custodians II will not be eligible for premium pay for the second shift unless fifty percent (50%) or more of the hours regularly worked are after 5:00 p.m. Custodians II will not be eligible for premium pay for the third shift unless fifty percent (50%) or more of the hours regularly worked are after 8:30 p.m.

**E. Lunch and Breaks**

Employees working at least eight (8) hours per day may take a thirty (30) minute unpaid lunch. Employees working at least eight (8) hours per day may take a fifteen (15) minute "break" in approximately the middle of the first half of their shift and another fifteen minute "break" in approximately the middle of the second half of their shift. Employees on shifts who work six (6) but less than eight (8) hours shall be entitled to one (1) fifteen (15) minute "break" approximately in the middle of the first half of their shift.

**F. Overtime and Premium Pay**

1. Overtime is all time over forty (40) hours worked per week. All overtime is to be paid at a rate of time and one-half per hour at the employee's regular hourly rate.
2. Overtime shall be distributed equally and impartially as far as practicable. Employees who are to work overtime shall be notified at least twenty-four (24) hours in advance, when possible. Exceptions to the above may be made for any employee working in more than one classification.
3. A sick day shall not constitute a day worked in computing overtime.
4. Any employee called in to work shall be guaranteed two (2) hours work or pay unless the employee leaves work voluntarily or for personal reasons.
5. An overtime equalization chart shall be maintained by the person in charge of each building where three or more persons in any given classifications are assigned on overtime to make sure that the overtime is rotated. For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work shall be charged the number of overtime hours available. Employees will not be charged on the Overtime/Equalization Chart for alarm calls.

6. For Sundays and holidays the rate will equal two (2) times the regular hourly rate. The provision applies to employees in each representational area.
7. Extra work is work which is available and can be performed by regular employees working less than eight (8) hours per day. Employees working less than eight (8) hours per day, during their regular scheduled work shift, shall be included on an extra equalization work chart for extra additional hours, based on a rotation system as is described in Section F.5. above, for overtime. Such work shall be equalized among and performed by employees within a classification. Same shall be in addition to their regular hours at straight rates of pay up to eight (8) hours per day and forty (40) hours per week.
8. Overtime equalization and/or extra equalization work charts shall be posted in a conspicuous place at each work site as required

## **ARTICLE 22 SAFETY**

### **A. Responsibilities**

The Employer and employees shall maintain reasonable safety precautions at all times. Under no circumstances will an employee be required or assigned to work involving dangerous equipment, or in violation of an applicable statute, court order, or governmental regulation relating to safety of person or equipment.

Employees shall immediately, or at the end of their shift, report in writing on memo form any items that may be defects of equipment. The Employer shall not require an employee to use equipment that has been reported as being in an unsafe operating condition until it has been repaired, reviewed, or approved as being safe.

### **B. Equipment Safety**

When there is a question as to whether the equipment is or is not in a safe operating condition, the Local Chapter Chairperson and the Supervisor of the unit (in which the equipment is involved) shall forthwith review the equipment, situation and condition in a meaningful attempt to rectify the alleged unsafe condition.

If no consideration is received by the local Chapter Chairperson, the Chairperson shall forthwith take the matter up with the Superintendent of Schools, or his designee. During such time, the employee shall not be required to operate such equipment if in his/her opinion it presents a danger to his/her health or safety. However, if it is found that the employee's allegation is not justified, such employee shall be subject to disciplinary action. Likewise, if an employee fails to report a defect he/she is aware of, the employee may be subject to disciplinary action.



## **ARTICLE 23 JURY DUTY**

Any employee who is summoned for jury duty examination and investigation must notify the Human Resources Office within seventy-two (72) hours of receipt of such notice. If an employee, who has completed the probationary period, is summoned and reports for jury duty, the employee shall be paid the difference between the amount received as juror and the normal week's pay, not to exceed four (4) weeks; provided the employee is available for work within the regular work schedule when not occupied with jury duty. It is understood by the foregoing provision that: If the employee is dismissed from jury duty within three (3) hours from the beginning of the shift, the employee shall be required to work for the balance of the shift.

To be eligible for jury duty pay differential, the employee must furnish the Employer with a written statement from the appropriate public official, listing the dates the employee received pay for jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential.

In some cases, particularly regarding employees on the second and third shifts, it may not be a reasonable expectation to have the employee report for a full shift after completing a day of jury duty.

In the event an employee assigned to a second or third shift is appointed to a jury, the employee should request a meeting with his/her supervisor to discuss and agree upon a reasonable accommodation with reference to the rule set forth in the first paragraph. The appropriate Union steward/officer may attend such a meeting.

## **ARTICLE 24 UNION BULLETIN BOARDS**

The Employer will provide bulletin board space in each building which may be used by the Union for posting official notices of the following types:

1. Notices of recreational and social events.
2. Notices of Union elections.
3. Notices of results of Union elections.
4. Notices of Union meetings.

It is the responsibility of the Union to maintain such bulletin boards in a clean and presentable manner.

## **ARTICLE 25 RATES FOR NEW JOBS**

When a new job is created within the bargaining unit which cannot be properly placed in an existing classification, the parties will discuss a proper classification and rate structure to apply. If the job is assigned to a member of the bargaining unit prior to establishment of the rate, the rate shall apply retroactively to such member of the bargaining unit.

## ARTICLE 26

### MICHIGAN WORKERS' COMPENSATION

Each employee will be covered by the applicable Michigan Workers' Compensation Laws and the Employer further agrees that an employee being eligible for Michigan Workers' Compensation will receive, in addition to his/her Workers' Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and his/her regular net pay based on his/her regular weekly shift; such amount shall be deducted proportionately from the employee's sick leave bank; provided however, that the employee may opt not to utilize his/her sick bank and not receive this additional amount.

#### A. Return To Work

When an employee is released to return to work after having been absent on a Workers' Compensation disability, the employee will be reinstated to the classification and location held prior to his or her injury provided:

1. The treating physician has released the employee to return to his/her regular position.
2. The employee returns to work within one (1) year of the date of disability from the Workers' Compensation injury.

The Board shall continue the payment of health, dental and life insurance up to a maximum of one (1) year for an employee unable to work and receiving Workers' Compensation if such payments were being made for the employee at the time of the work related injury. However, during such non-work time due to a work related injury, vacation days shall not continue to accrue.

Should an employee be unable to return to work within the one (1) year period, the employee may avail himself/herself of a leave of absence for protracted illness beginning a new one (1) year period under that provision. Then, upon the release of the employee's physician to return to work as noted above, he/she shall be placed in the first open position for which he/she is qualified and which is commensurate with that which would be held had the leave not intervened. In case an employee who suffered an on-the-job injury is released to return to work but is not able to assume his/her former position, the Employer shall endeavor to place the employee in an assignment in the Bargaining Unit for which he/she is qualified contingent upon the employee's limitation.

**B. Disputes**

Any medical divergence of opinion shall be resolved in accordance with the provisions of Article 16, A.

**ARTICLE 27  
SEVERABILITY CLAUSE**

If any Article or Section of this Agreement, or any Supplemental thereto, should be held invalid by operation of Law or by any Tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such Tribunal, the remainder of this Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## **ARTICLE 28 ZIPPER CLAUSE**

The parties acknowledge that, during negotiations which resulted in this Agreement, each party had the right and opportunity to make demands and proposals relative to any subject not removed by law and that the understandings and agreements arrived at by the parties after the exercise of that right are contained herein and that this contract cancels and supersedes all previous contracts between the Employer and the Union.

The parties recognize that this Agreement may be altered by addition, modification or deletion only through the voluntary, mutual consent of the Employer and the Union by Memorandum of Agreement which has been ratified and signed by both parties, thereby becoming an amendment to this Agreement which is then final and binding on all employees covered by this Agreement and on the Employer.

## **ARTICLE 29 STRIKES AND STOPPAGES**

During the life of this Agreement, the Union will not cause its members to cause, nor will any member of the Union or other employees represented by the Union take part in any strike against the Employer as defined in Act 379, P.A. 1965 as amended. Notwithstanding the foregoing, in the event any members of the Union or employees represented by the Union violate this Agreement, the Union will use its immediate, best and continuing efforts to cause full and prompt resumption of work and operations.

## **ARTICLE 30 MANAGEMENT'S RIGHTS**

The Board shall continue to exercise its rights of executive management and administrative control of the school system, its properties, facilities, and activities, as vested by law in the Board, which include, among other requirements, the necessity to consider, adopt, and administer policies, practices and procedures for effective management and administration, except those which are clearly and expressly relinquished herein by the Board.

## **ARTICLE 31 HOLIDAYS**

- A. Twelve (12) month employees in the bargaining unit with seniority shall receive the following paid holidays:
- New Year's Day*
  - Memorial Day*
  - Fourth of July*
  - Labor Day*
  - Thanksgiving Day*
  - Day after Thanksgiving*
  - All Day Christmas Eve*
  - Christmas Day*
  - Full Day before New Year's Day*
- B. To qualify for holiday pay (8 hours or less pay at straight time rate), the employee must work the scheduled day before and after the holiday unless off work due to proven illness or with permission from their immediate supervisor.
- C. When any holiday falls on a Saturday or a Sunday, the holiday will be scheduled on a work day adjacent to the holiday in order to provide the employee with the maximum number of consecutive days off.
- D. If a holiday is observed during an employee's vacation period, the employee shall receive an additional day off with pay in lieu of the holiday pay.
- E. If an employee is required to work on a holiday, the employee shall receive pay at two (2) times their regular rate, in addition to the holiday pay.
- F. Alternative-Work-Week employees holidays will be celebrated on the calendar date. If an employee is scheduled to work on the holiday and the facility is open, then the alternative-work-week employee will be compensated at three times their regular pay or two times their regular pay plus a rescheduled day off. This choice will be at the board's discretion. A Scheduling Committee will meet to determine rescheduled holidays for the current school year.
- G. By July 1 of each year a calendar will be posted designating the holiday schedule.

## **ARTICLE 32 VACATIONS**

### **A. Eligibility**

To be eligible for vacation pay an employee must have completed a minimum of twelve (12) months of employment immediately prior to July 1<sup>st</sup> of any fiscal year.

All regular employees with seniority working twelve (12) months per year in the bargaining unit, who were hired before August 12, 2007, shall earn and receive vacation with pay as follows:

Following employment for:	1 year	-	10 days
	2 years	-	10 days
	3 years	-	10 days
	4 years	-	11 days
	5 years	-	12 days
	6 years	-	13 days
	7 years	-	14 days
	8 years	-	15 days
	9 years	-	15 days
	10 years	-	15 days
	11 years	-	16 days
	12 years	-	17 days
	13 years	-	18 days
	14 years	-	19 days
	15 years	-	20 days

All regular employees with seniority working twelve (12) months per year in the bargaining unit who were hired after August 12, 2007, shall earn and receive vacation with pay as follows:

Following employment for:	1 year	-	5 days
	2 years	-	5 days
	3 years	-	5 days
	4 years	-	8 days
	5 years	-	10 days
	6 years	-	10 days
	7 years	-	10 days
	8 years	-	10 days
	9 years	-	10 days
	10 years	-	10 days
	11 years	-	11 days
	12 years	-	12 days
	13 years	-	13 days
	14 years	-	14 days
	15 years	-	15 days

**B. Use**

Use of vacation time can only be scheduled with the Supervisor's approval who will consider both the wishes of the employees as well as efficient operation of the department concerned. Employees shall inform their supervisors in writing by June 1 of each year of their desire for vacation. In the event there is conflict in scheduling vacations, seniority shall prevail. Employees who fail to give the supervisor proper notice by June 1 of each year shall forfeit the seniority preference. The vacation schedule shall be confirmed in writing no later than July 1 of each year. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation. Vacation may not be waived by an employee and extra pay received for work during that period.



**C. Computation**

Full years of service are to be computed for vacation allotments as of July 1 of each year. Such earned vacations are to be taken during the succeeding fiscal year. It is also agreed upon that employees holding split positions in requesting vacation days will be required to get the signature of their home school supervisor, (school where they receive their paycheck) prior to submitting their request to the Operations supervisor. It is also the responsibility of the employee to notify the supervisor at the non-home school of their request.

**D. Carry Over**

An employee may opt to carry over to the next fiscal year up to five (5) vacation days, and, with mutual consent, an employee may carry over up to ten (10) additional vacation days.

**ARTICLE 33  
PHYSICAL EXAMS/DRUG TESTING**

**A. Physical Exams**

1. The Employer will pay the cost of physical examinations required for initial employment and for subsequent examinations deemed necessary by management. The Employer reserves the right to deduct the fee for physical examinations outlined above for any employee who terminates prior to six (6) months service.

**B. Drug Testing**

Drug testing will be done at the expense of the Employer. Any hours the employee is required to spend in drug testing will be paid for at the regular rate of pay.

**ARTICLE 34  
ADDITIONAL COMPENSATION AND CERTIFICATIONS**

**A. Uniforms**

The Employer agrees to furnish four (4) uniform shirts or smocks per employee, and replace worn out uniform shirts or smocks in excess of this number, during the year. The Employer shall select the uniform shirts or smocks and the vendor; provided however, that Union representatives shall be requested to be present during the final selection to facilitate the mutual intent for selection of uniform shirts or smocks appropriate to the work group. It shall be the responsibility of each employee to properly maintain the apparel and to see that they are always neat and presentable.

It is understood that uniform shirts, smocks and other district provided apparel are to be used on the job only and the frequency of reimbursement for the purchase of this district provided apparel shall be at the discretion of the Office of Operations and Maintenance.

The employer further agrees to reimburse grounds employees, utility workers, warehouse employees, and Maintenance Tech. up to sixty dollars (\$60.00) per year for the required safety shoes. This reimbursement limit shall also apply to needed replacements and repairs of such required safety shoes.

**B. Certifications for Trades**

1. Building Maintenance employees (Maintenance Technicians, Carpenter, High School Maintenance Worker) meeting the appropriate requirements shall receive a maximum of an additional ninety cents (\$.90) per hour on their base wage.

- a. Journeyman's card or higher certification in an appropriate skilled trade (e.g. electrician, plumber, carpenter, refrigeration or air conditioning).
- b. Successful completion of the appropriate test at Michigan Occupational Competency Assessment Center at Ferris State College.
- c. Temporary assignment to duties that require a Contractor's license in a skilled area (e.g. mechanical or residential builder's license).

For example, should a grounds employee who holds a valid builders license be assigned to a construction or renovation project, the contractors license certification rate would be added to that individual's hourly rate during the period of that assignment.

**2. Other Certifications**

- a. Low Pressure Boilers License - \$.15 per hour
- b. Those employees who monitor and maintain pools as part of their job assignment shall be eligible for a two hundred dollar (\$200) annual payment for achieving a current Certified Pool Operator's license. Payment will be made upon the employee submitting verification of certification to his/her immediate supervisor. The supervisor will then

forward this documentation to the Executive Director of Human Resources for his approval.

3. Maintenance Technicians will receive an additional .75 per hour above scale.
4. The Employer will reimburse regular employees for license renewals, with the exception of normal driver's license renewals, provided such license is required on the job.

**ARTICLE 35**  
**COMPENSATION**

**A. Pay Periods/Direct Deposit**

Pay periods shall be twice each month with a 12 month schedule of 24 pays. If pay day is a bank holiday or weekend, pay day will be on the previous business day. Pay will be deposited electronically into the bank, credit union or financial institution of the employee's choice. Those employees who do not have such accounts will have their pay electronically sent to the district identified financial institution where they will receive their total pay. Any fee or financial cost associated with the initial deposit to the financial institution or first withdrawal from the financial institution will be paid by the district. Payroll statements will be electronically sent to the employee's identified email address.

Wages will be paid in twenty-four (24) installments on the 10<sup>th</sup> and 25<sup>th</sup> of each month beginning August 25, 2004. The schedule of pay dates for the year shall be published to employees by October 1 of each school year. Pay days that would occur on a bank holiday or weekend will be paid on the business day immediately proceeding the scheduled pay day.

## WAGE SCALE 2008-2010

### WAGE SCALE FOR EMPLOYEES HIRED PRIOR TO AUGUST 11, 2007

	Start Prob. Period	After Prob. Period	After 1 Year	After 2 Years	After 3 Years
<b>A. CUSTODIAL/MAINTENANCE</b>					
Custodian I, Custodian II, Mail Person	13.12	13.62	15.13	15.44	16.02
P.M. Utility Worker	14.09	14.59	16.09	16.39	16.99
A.M. Utility Worker	14.39	14.92	16.65	16.99	17.57
Working Leader	14.54	15.07	16.65	16.99	17.57
Groundsmen	13.43	14.38	16.08	16.39	17.56
Grounds Working Leader	14.95	15.86	17.54	17.88	18.51
High School Maintenance Worker	14.95	15.86	17.54	17.88	18.51
Carpenter	16.70	17.18	18.37	18.73	19.45
Carpenter Helper	13.93	14.43	16.08	16.39	17.04
Painter	14.53	15.11	16.36	16.71	17.33
Maintenance Technician	17.41	17.91	19.30	19.67	20.44
Maintenance Technician Helper	14.06	14.55	16.21	16.52	17.15
Warehouse Person	14.43	15.11	16.27	16.60	17.56
Truck Driver	13.12	13.62	15.13	15.44	16.54

### WAGE SCALE FOR EMPLOYEES HIRED ON OR AFTER AUGUST 12, 2007

	Start Prob. Period	After Prob. Period	After 1 Year	After 2 Years	After 3 Years
<b>A. CUSTODIAL/MAINTENANCE</b>					
Custodian I, Custodian II, Mail Person	11.17	11.58	12.67	13.08	13.62
A.M. & P.M. Utility Worker	11.96	12.40	13.57	14.01	14.59
Working Leader	12.36	12.81	14.02	14.47	15.07
Groundsmen	11.79	12.22	13.37	13.80	14.38
Grounds Working Leader	13.01	13.48	14.75	15.23	15.86
High School Maintenance Worker	13.01	13.48	14.75	15.23	15.86
Painter	12.39	12.84	14.05	14.51	15.11
Maintenance Technician	16.76	17.37	19.01	19.62	20.44
Truck Driver	11.96	12.40	13.57	14.01	14.59

All AFSCME employees, as of the contract ratification date, will receive a one percent (1%) retroactive off-schedule payment based on and added to the actual 2007-08 earnings.

**ARTICLE 36  
TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until the thirtieth (30th) day of June, 2010. In the event either party wishes to terminate this Agreement, or modify or amend any Article or clause hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the terminal date of this contract. If no notice of termination or modification is given by either party as provided for herein, then this Agreement shall automatically continue in full force and effect from year to year.

If notification is given as provided herein, either party may, upon ten (10) days written notice to the other party, after the termination date terminate this Agreement.

This Agreement shall become effective as of July 1, 2008.

**AMERICAN FEDERATION of STATE,  
COUNTY, and MUNICIPAL EMPLOYEES  
AFFILIATED WITH AFL-CIO**

**HURON VALLEY SCHOOLS  
BOARD OF EDUCATION  
OAKLAND and LIVINGSTON COUNTIES,  
HIGHLAND, MICHIGAN**

**FOR THE UNION:**

**FOR THE BOARD:**

**NEGOTIATING TEAM:**

Mary Bruser  
Jim Gosh  
Mark Hall  
William Driwood  
Gary B. Shinner for AFSCME #25

Jim Branstetter  
Debbie Squires  
Jack G. G. G.

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\*This index is for reference only and is not part of the master agreement.

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