

AGREEMENT  
BETWEEN THE  
ECORSE BOARD OF EDUCATION  
AND THE  
OPERATION AND MAINTENANCE  
AND  
OFFICE CLERICAL EMPLOYEES  
LOCAL 1496  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

**10/01/2011 – 9/30/2012**

**10/01/2012 – 9/30/2013**

**10/01/2013 – 9/30/2014**

## INDEX

<u>ARTICLE</u>		<u>PAGE</u>
AGREEMENT		1
ARTICLE I	RECOGNITION – EMPLOYEES COVERED	1
Section 1.	Recognition	1
Section 2.	Board of Education, Administration, Employee Defined	2
ARTICLE II	MANAGEMENT RIGHTS	2
ARTICLE III	MUTUAL RESPONSIBILITIES	3
ARTICLE IV	AID TO OTHER UNIONS	3
ARTICLE V	UNION SECURITY AND UNION DUES DEDUCTION	3
ARTICLE VI	SPECIAL CONFERENCE	5
ARTICLE VII	GRIEVANCE PROCEDURES	6
ARTICLE VIII	DISCHARGE – DISCIPLINE	8
ARTICLE IX	SENIORITY	9
Section 1.	Probationary Employees	9
Section 2.	Accumulation – Lists – Seniority	9
Section 3.	Loss of Seniority	9
Section 4.	Supervisory and Excluded Employees’ Seniority	10
ARTICLE X	BIDDING FOR JOBS	10
ARTICLE XI	HOURS	11
Section 1.	Work Day – Work Week	11
Section 2.	Shifts – Shift Premium	12
Section 3.	Lunch Hour	12
Section 4.	Higher Classification Work	12
Section 5.	Tardiness	12
Section 6.	Time Keeping Procedure	12
Section 7.	Bargaining Unit Work	13
Section 8.	Early Dismissal	13
Section 9.	Community Service	13
ARTICLE XII	OVERTIME	13
Section 1.	Definition	13
Section 2.	Overtime Hours – Crediting	14
Section 3.	Call Back	14
Section 4.	Tradesmen	14

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
ARTICLE XIII	LAYOFF – RECALL/POSITION ELIMINATION	14
Section 1.	Layoff/Position Elimination	14
Section 2.	Recall	15
ARTICLE XIV	EMPLOYMENT RESTRICTIONS	16
Section 1.	Employment	16
Section 2.	Restrictions	16
ARTICLE XV	LEAVES	17
Section 1.	Sick Leave	17
Section 2.	Paid Leave	18
Section 3.	Unpaid Leaves	20
ARTICLE XVI	VACATIONS	21
ARTICLE XVII	HOLIDAYS	22
ARTICLE XVIII	MEDICAL-HOSPITALIZATION	23
Section 1.	Medical-Hospitalization	23
Section 2.	Dental	24
Section 3.	Optical	24
Section 4.	Life Insurance	24
ARTICLE XIX	LONGEVITY PAY	24
ARTICLE XX	SEVERANCE PAY OR TERMINATION PAY	26
ARTICLE XXI	RETIREMENT	26
ARTICLE XXII	SALARY SCHEDULE/CREDIT UNION DEDUCTION	26
Section 1.	Michigan First Credit Union	26
ARTICLE XXIII	GENERAL PROVISIONS	27
Section 1.	Access to Premises	27
Section 2.	Union Bulletin Boards	27
Section 3.	Physical or Psychiatric Examination	27
Section 4.	Substance Abuse Testing—New Employees	28
Section 5.	Mileage	28
Section 6.	Equipment	28
Section 7.	Breakage of Equipment	28
ARTICLE XXIV	SAFETY AND HEALTH	28
ARTICLE XXIV(b)	A. ATTENDANCE POLICY	29
	B. CALL IN	30

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
ARTICLE XXV	DISCRIMINATION	31
ARTICLE XXVI	STRIKE PROHIBITION – NO LOCKOUT	31
ARTICLE XXVII	TERMINATION AND MODIFICATION	31
ARTICLE XXVIII	AGREEMENTS CONTRARY TO LAW	32
ARTICLE XXIX	APPROVED COLLEGE WORK	32
ARTICLE XXX	DRUGS & ALCOHOL POLICY	33
Section 1.	Purpose	33
Section 2.	Definitions	33
Section 3.	Statement of Policy	33
Section 4.	Medication/Prescription Reporting	34
Section 5.	Violation of Drug Policy	34
Section 6.	Laboratory Testing	34
Section 7.	Personal Searches	35
ARTICLE XXXI	EXECUTION	35
APPENDIX "A"	OPERATION & MAINTENANCE AND OFFICE CLERICAL PAY RATE SCHEDULES	
APPENDIX "B"	SCHEDULE OF CLERICAL POSITIONS AS OF JULY 1, 1998	
APPENDIX "C"	SUBCONTRACTORS	
APPENDIX "D"	SUMMER YOUTH WORKERS	
APPENDIX "E"	AUTHORIZATION FOR PAYROLL DEDUCTION – DUES/SERVICE FEE DEDUCTION	

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LOCAL 1496 AMERICAN FEDERATION OF STATE, COUNTY  
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**AGREEMENT**

This agreement entered into this 17<sup>th</sup> day of December, 2010 between the Ecorse Board of Education, hereinafter referred to as the Employer, and Public Employees Council 25, of the American Federation of State, County and Municipal Employees, AFL-CIO, Local 1496, hereinafter referred to as the Union on behalf of the Employees as hereinafter defined. It has as its purpose, the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rate of pay, hours of work, and other conditions of employment.

The parties recognize that the job security of employees and the interests of the community are best served by the parties' striving to provide a positive and productive learning environment for Ecorse students.

To this end, the Employer and the Union encourage, to the fullest extent, friendly and cooperative relations between the respective representatives at all levels and among all employees.

**ARTICLE I**

**RECOGNITION-EMPLOYEES COVERED**

Section 1. Pursuant to and in accordance with all applicable revisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

ALL HOURLY RATED PERMANENT FULL-TIME EMPLOYEES OF OPERATION AND MAINTENANCE AND OFFICE CLERICAL EXCLUDING SUPERVISION OF THE EMPLOYER AND THE SECRETARY TO THE SUPERINTENDENT TO THE SECRETARY ASSISTANT.

SUPERINTENDENT FOR INSTRUCTION AND PERSONNEL, AND CONSISTING OF THE FOLLOWING JOB CLASSIFICATIONS: Day Custodian, Custodian, General Maintenance, Unskilled Maintenance, Office Clerical positions.

Section 2. BOARD OF EDUCATION, ADMINISTRATION, EMPLOYEE DEFINED

- A. The Ecorse Board of Education hereinafter will be referred to as the "Board", and the delegated authority of the Ecorse Board of Education to the Superintendent and the Superintendent's staff will be referred to as the "Administration".
- B. The term "Employee" in this statement of policy refers to permanent, full-time Operation and Maintenance and Office Clerical employees only and not temporary or occasional employees. A permanent, full-time employee is defined as one who is employed on a regular schedule, regardless of the number of hours worked per day.

**ARTICLE II**

**MANAGEMENT RIGHTS**

The Board, on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the United States and the State of Michigan including, but without limiting the generality of the foregoing, the rights:

- A. To the exclusive management and administrative control of the school system, its properties and facilities, and the activities of the employees within the framework of this Agreement.
- B. To hire all employees and, subject to provisions of the law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote, assign and transfer all such employees within the framework on this Agreement.
- C. To control the materials, tools and equipment to be used.
- D. To establish work schedules.
- E. To discipline and discharge for cause.
- F. When the economy dictates the reduction of work force, to lay off employees, this to be accomplished by seniority and skill needed for the job(s) classification.
- G. To establish and maintain a drug free work environment.
- H. To provide for the security and welfare of students and school facilities.

### **ARTICLE III**

#### **MUTUAL RESPONSIBILITIES**

Section 1. Should a dispute arise in which the contested issue is not specifically covered by this Agreement, the parties shall negotiate on the basis of the cooperative spirit of this Agreement.

Section 2. The Board and the Union recognize the importance of continually improving the quality of education provided to Ecorse students. In this regard, the Union shall encourage employees to conduct their duties in a professional manner and in accord with established rules and policies.

Section 3. The Board shall make available to the Union, upon its reasonable written request, any and all official and/or public information, statistics and records relevant to negotiations or necessary for the proper enforcement of this Agreement.

### **ARTICLE IV**

#### **AID TO OTHER UNIONS**

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

### **ARTICLE V**

#### **UNION SECURITY AND UNION DUES DEDUCTION**

Section 1. The Employer and the Union, recognizing that the benefits of this Agreement accrue to all members of the bargaining unit regardless of whether or not such members belong to the Union, accept the following conditions of employment:

- A. All employees within the bargaining unit shall be free to either join or not to join the Union.
- B. All employees covered by the terms of this Agreement, shall be required, as a condition of continued employment, to either maintain their membership in the Union, or pay a service fee to the Union for the duration of this Agreement.
- C. All employees covered by the terms of this Agreement who are not members of the Union shall, as a condition of continued employment within thirty days from the date of execution of this Agreement, either join the Union or pay a service fee to the Union for the duration of this Agreement.

- D. All employees hired, reinstated or transferred into the Bargaining Unit after the date of execution of this Agreement shall, within thirty days of commencement of their employment, either join the Union or pay a service fee to the Union for the duration of this Agreement.

## Section 2. Service Fee

The service fee shall not be more than the regular full-time monthly Union dues and will not include initiation fees or any special assessments.

## Section 3. Deduction of Dues

During the life of this Agreement or any extension thereof, and in accordance with the form or Authorization for Payroll Deduction hereinafter set forth, the Board agrees to deduct Union membership dues or service fee for each employee covered by the terms of this Agreement and who executes or has executed the following Authorization for Payroll Deduction Form.

## Section 4. When Deduction Begin

Check off deductions under all properly executed Authorization for Payroll Deduction Forms shall become effective at the time that the application is signed by the employee and shall be deducted from the 2<sup>nd</sup> pay of that month and each month thereafter.

## Section 5. Remittance of Dues to Financial Officer

Employees may tender monthly membership dues, or service or initiation fees by signing the Authorization for Payroll Deduction Form which is attached and made a part of this Agreement. Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list of employees' names for whom dues have been deducted on or before the 10<sup>th</sup> day of the next month.

## Section 6. Disputes Concerning Dues

The responsibility to refund monies to employees covered by the terms of this Agreement deducted from their salaries under such authorization lies solely with the Union. The Union agrees to reimburse to any employee covered by the terms of this Agreement the amount of any dues deducted in error by the Business Office and paid to the Union, and agrees to hold the Ecorse Board of Education harmless of any claim for excess deductions.

## Section 7. Termination of Check-Off

An employee shall cease to be subject to check-off deductions beginning with the month in which that employee terminates membership in the bargaining unit.

## Section 8. Disputes Concerning Membership



Any legal fees incurred relating to litigation concerning any or all of this article shall be borne totally by the Union.

Section 9. Failure to Pay Dues or Service Fees

- A. An employee covered by this Agreement who does not tender the authorization for payroll deduction of Union dues or authorization for deduction of service fee, as set forth above, or has not paid the same directly to the Union, or becomes sixty (60) days in arrears in payment of his membership or service fee shall not be retained in the bargaining unit and his employment with the Employer will be terminated. No employee shall be terminated under this article, however, unless: The Union first has notified him by registered letter addressed to his last known address concerning such delinquency and warning him that, unless such delinquency is corrected within seven (7) days, he will be reported to the Employer for termination from employment as provided herein.
- B. The Union has furnished the Employer with written proof that the foregoing procedure has been followed, but the employee has not complied, and on this basis, the Union has requested that he be discharged.
- C. The Union request for discharge shall be referred to the Board of Education at the next regular board meeting unless the Employer receives proof prior to that time that the employee has complied with this article.

Section 10. Any legal fees incurred related to litigation concerning any or all of this article shall be borne totally by the Union.

Section 11. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the Agreement.

**ARTICLE VI**

**SPECIAL CONFERENCE**

Special conference for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested, together with the names of the persons to attend. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay when called by the Employer, for the time spent in such special conferences. This meeting may be attended by a representative of the Council or a representative of the International.

Either party which desires to have minutes taken at conferences shall be responsible for making arrangements to do so, and shall bear the cost of distributing copies.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

#### **Section 1. Grievance Definition**

A grievance for the purpose of this Agreement is defined as a claim by the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

#### **Section 2. Representation**

In each building, employees in the building shall be represented by one Steward, except that all office clerical employees, regardless of building, shall be represented by one Steward. Alternates may from time to time substitute for the Steward.

#### **Section 3. Procedure**

**Step 1.** Should an employee feel that this rights and privileges under this Agreement have been violated, they shall consult with their immediate supervisor. If, after earnest and sincere effort, the issue remains unresolved, the aggrieved employee and the Union Steward shall, within seven (7) work days of the date the grievance occurred, present the facts, in writing, to the immediate supervisor.

The immediate supervisor shall submit their answer, in writing, to the Union Steward, and the aggrieved employee not later than seven (7) work days from the time the grievance is received.

**Step 2.** Should the Union decide that the reply of the immediate supervisor is unsatisfactory, the Chief Steward shall, within seven (7) work days, submit the facts of the grievance, in writing, to the Superintendent of Schools. The Superintendent of Schools shall, within seven (7) work days, reply to the Union Chief Steward in writing, giving the Superintendent's decision.

In the absence of the Superintendent of Schools, their designated representative shall act in their stead according to the provisions of this Agreement.

**Step 3.** Should the Union decide that the reply of the Superintendent of Schools is unsatisfactory, the Union President may, within seven (7) work days after the reply of the Superintendent of Schools is due, submit an appeal from the Superintendent's decision to the Board of Education. This appeal shall be in writing and shall be accompanied by a copy of the original grievance. The Board of Education shall respond, in writing, to the Union President within seven (7) work days after their next regularly scheduled Board meeting. The decision of the Board

of Education shall be binding during the processing of any appeal therefrom and until reversed or modified by higher authority.

Step 4. If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Board of Education or its designated representative of the Board of Education is due, by written notice to the other, request arbitration.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within thirty (30) days after notices have been given. If the parties fail to select an arbitrator, American Arbitration Association, which shall act as administrator of the proceedings, shall mail a prospective panel of arbitrators to each party.

Both the Employer and the Union shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The arbitrator so selected will hear the matter promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearing. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions on the issue submitted. The power of the arbitrator stems from this Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall they have any power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

The decision of the arbitrator shall be final and binding upon the Employer, the Union and the grievant. The costs for the arbitrator's services, including expenses, if any, shall be borne equally by the parties. Each party shall pay for its own expenses.

#### Section 4. Time Limits

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of this procedure. Failure to appeal a decision within the specified time limit shall be deemed an acceptance of the decision. Failure to file a grievance within the period specified in Section 1 shall bar the grievance.

#### Section 5. Review of Personnel File

Each employee shall have the right, upon reasonable request, to review the contents of this own personnel file maintained at the Central Office. The review shall be made in the

presence of the administrator responsible for the safekeeping of such files. The employee may make copies of any material contained in such files.

Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall, in the presence of the employee, remove such credentials and confidential reports from the file prior to a review of the file by the employee.

No material derogatory to an employee's conduct, service, character, or personality shall be placed in any file unless the employee has had an opportunity to read the materials. The employee shall acknowledge that he has read such material by affixing his signature and the date on the actual copy to be filed, with the understanding that such signature merely signifies that the material had been read by the employee, but does not in any way imply agreement with its contents. The employee shall have the right to answer any material filed and his answer shall be attached to the file copy.

## **ARTICLE VIII**

### **DISCHARGE – DISCIPLINE**

#### **Section 1. Discharge – Discipline**

- A. The Employer agrees to notify in writing the Building Steward, or if the Building Steward is unavailable, the Union President, or the Vice-President, as soon as possible, but no later than 24 hours, after any discharge or discipline of an employee. The Union Steward may attend any disciplinary meetings.
- B. The discharge or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the Building or Vice-President-Chief Steward, the President, and/or a Union Officer; and the Employer may make available an area where he may do so before he is required to leave the property of the employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the Steward or the officers as outlined above.

#### **Section 2. Appeal of Discipline**

Disciplined employees may appeal disciplinary action as follows:

- A. Immediately through the grievance procedure.
- B. Should the disciplined employee or the Steward consider the discipline to be improper, a complaint may be presented in writing through the Steward to the Board within three (3) working days of the discipline and the Board will give its answer within three (3) working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

#### **Section 3. Appeal of Discharge**

- A. Should the discharged employee or the Union Steward consider the discharge improper, a grievance shall be presented in writing, through the Steward to the Superintendent or his designee at the Superintendent's step in the grievance procedure within five (5) working days of the discharge.
- B. The Superintendent or their designee will give his answer within ten (10) working days after receiving the grievance.

## **ARTICLE IX**

### **SENIORITY**

#### Section 1. Probationary Employees

- A. Newly hired employees will be considered as probationary employees for the first one hundred twenty (120) calendar days of their employment. The one hundred twenty (120) calendar days probationary period shall be completed during the first one hundred twenty (120) calendar days following the date of hire. When an employee finishes the probationary period as specified above, he shall be entered on the seniority list of the school system and shall rank for seniority from the one hundred twenty (120) days prior to the date he completes the probationary period. In exceptional cases, the Board of Education may request of the Union an extended period of probation. There shall be no seniority among probationary employees. "Date of Hire" is defined as first day on payroll.
- B. The Union shall represent probationary employees for the purpose of Collective Bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

#### Section 2. Accumulation – Lists – Seniority

- A. All employee applications shall be time stamped, upon hire-in, to indicate the date and time of hire. Such time stamp will then govern the employee's place on the seniority list, earliest time first.
- B. Seniority shall consist of the accumulated period service of the employee with the School Board. An employee's seniority shall not be lost because of approved absence or layoff unless otherwise provided. The seniority list shall be reviewed and updated for accuracy once a year and a copy sent to each employee.

#### Section 3. Loss of Seniority

- A. He quits.
- B. He is discharged for just cause.

- C. Absent for two (2) consecutive days without notifying either his immediate supervisor, the Supervisor of Operation and Maintenance, the Assistant Superintendent, or the Superintendent of Schools without just cause.

Section 4. Supervisory and Excluded Employees' Seniority

Employees shall continue to accumulate seniority while occupying supervisory or excluded positions and, in the event of demotion from such positions, shall be reinstated to their former classification with full seniority from the first date of employment.

**ARTICLE X**

**BIDDING FOR JOBS**

Section 1. All job openings that involve a change in job classification shall go up for bid. All such jobs will be advertised in the following manner:

The Administration, in job postings for bid, will indicate the job classification, a job description, and a job schedule indicating the area involved in the job being posted. This bid will remain open for seven (7) calendar days. It is understood that the job description and/or the job schedule mentioned above is subject to change as the need arises. Prior to making such a change, the matter will be discussed with the Union.

For persons present in the work place, posting on the time cards shall constitute adequate notice of job opening for bidding jobs. For persons on vacation, layoff or any authorized leave, the notice of job opening shall be made by certified mail to the employee's last known address or forwarding address, if given. The responsibility for informing the Central Office of any change in address and/or telephone number rests with the employee and must be submitted in writing.

Section 2. Employees may bid for the job advertised with a seven (7) day period. Jobs will be awarded on the basis of seniority and qualifications.

Section 3. Bids for jobs are to be delivered to the Personnel Office and said bids to be opened after the seventh (7<sup>th</sup>) calendar day of the posted vacancy.

Section 4. A successful bidder will receive a sixty (60) calendar day trial period. An employee who fails to perform the duties of a new position properly will be returned to their previous job. A successful bidder will relinquish all rights to any former bids that they placed, except as otherwise provided for in Section 5 and 6 of this article.

Section 5. In the event an Employee bids for and is assigned to a job, and for any reason asks to be relieved, that employee must work as an extra unassigned employee until another permanent full-time job opening becomes available for the

employee to bid on. In order to prevent promiscuous bidding, in no event can any employee bid on a job he has vacated, for any reason, for a minimum of one year.

Section 6. Permanent full-time employees working less than forty (40) hours per week shall have the right to bid on all job postings.

Section 7. For the safety and protection of all concerned, any employee assigned to a new job may request a break-in period not to exceed thirty (30) calendar days, with personnel experienced in the requirements of the job.

Section 8. There shall be no withdrawal of bids following the deadline for receiving bids on a given posted job opening. Any employee who submits a bid on a posted job opening may withdraw his bid prior to the posted deadline for receiving bids, but not later. In the event that this employee is the successful bidder, he is required to accept the job, except as provided for in Section 5 above.

Section 9. The date for changing jobs pursuant to a job bid shall be stated on the bid sheet. The rate of pay for the new position will become effective on this date, unless the Administration finds it more convenient to make the job change at an earlier date than that specified. In such event, any pay rate change shall become effective as of the first day beginning work on the new job.

Section 10. Rates for New Jobs

When a new job is created and cannot be appropriately designated under an existing job classification, the Employer will establish a classification and rate structure for the new job. In the event the Union does not agree that the description and rate are proper, the Union shall have the right to submit the matter into the grievance procedure at the second step.

Section 11. Secretarial Substitutes, Vacation/Summer

Any vacancies in the O & M and secretaries classifications during Christmas week, Easter week, and the summer months shall be offered to 42- and 44-week employees on a rotating basis, if needed. The rate of pay shall be **\$11.50** per hour.

Section 12. Schedule Movement

If an employee moves from one schedule to another, the employee's rate shall not be reduced.

**ARTICLE XI**

**HOURS**

Section 1. The regular work week for employees shall consist of five consecutive days, eight hours per day, forty hours per week.

- A. The employee's 24-hour day shall start at the beginning of his specified assigned shift. The employee's regular work week, except for boiler room personnel, or any other personnel involved in continuous operation, will be included in the seven day period beginning at midnight on Sunday.
- B. The Administration shall determine the hourly schedule (day or night) each employee is to work within the recognized work week in accordance with this article. Each employee will be provided a copy of his regular work schedule.

Section 2. Shifts

- A. The day shift shall begin at 7:00 a.m., Local time; the afternoon shift at 3:00 p.m., Local time, provided, however, that the Superintendent of Schools, of his designee, may change the aforementioned starting times, up to four (4) hours earlier or up to (4) hours later than said starting time. The union will be given eight (8) hours notice prior to any general change of shift hours.

Section 3. Lunch Hour

Any Operation and Maintenance employee entitled to a lunch period is permitted up to thirty (30) minutes out of his regular work day to eat lunch on the building premises, which time shall not be charged against his regular work day. An employee must work five (5) or more hours per day in order to be entitled to a lunch period as specified above. The afternoon shift lunch period must only be taken between 7:00 p.m. and 9:00 p.m.

Office clerical employees shall receive a one (1) hour lunch period which thirty (30) minutes is paid by the Employer. Office clerical employees may leave the premises during the lunch hour.

Section 4. Higher Classification Work

An employee doing work in a classification which has a higher rate of pay than the employee's regular classification shall receive the higher rate of pay beginning on the first day of such work.

Section 5. Tardiness

An employee who is tardy will be docked for the next following tenth of an hour. For example, an employee tardy 1-6 minutes will be docked for 6 minutes (1/10 hour). An employee tardy 7-12 minutes will be docked for 12 minutes (2/10 hour), etc.

Due to the flexible nature of work for office clerical employees, deviations from this section may occur for these employees with the approval of their immediate supervisor.



## Section 6. Time Keeping Procedures

Under no circumstances may an employee punch or sign a time card for another person. In case of error in punching in or out, the employee shall call this to the attention of the education leader (if not available, call the foreman), who will assist in making any correction. Any employee punching or signing a time card for another employee, or otherwise falsifying a time card, will be subject to dismissal.

## Section 7. Bargaining Unit Work

No supervisors, teachers, nonbargaining unit employees or students shall perform any work which will deprive any employee of his regular work. Notwithstanding, if a student is apprehended for throwing trash, paper, marking graffiti, etc. on walls, doors, etc., the administration may require the offender(s) to clean up the damaged area(s). Athletic department, art department, music department and faculty and community volunteers may perform school improvement projects for special events.

## Section 8. Early Dismissal

When the Superintendent or her designee determines that bargaining unit employee's assigned building is to be closed, whether announced through public media or by telephone calls from foremen, the affected employee(s) will report to a pre-assigned alternative building. Only those employees who refused to go to the alternative building will be docked a day's pay.

When the whole school system is closed, all O & M employees will be dismissed for the day. Those employees required to work due to the nature of their jobs as determined by the Board or its designee will receive compensatory hours equal to those worked during the school closed.

## Section 9. Community Service

The Union recognizes that parents and other community groups may perform services to individual school facilities, while on school property.

**All O&M/Clerical volunteer 20 hours per year.**

## **ARTICLE XII**

### **OVERTIME**

#### Section 1. Definition

- A. All work done in excess of those hours provided for in Article XI in any one day, in any one week, shall be considered overtime and paid at the rate of time and one-half. Overtime can only be obtained through the prior approval of the Foreman and/or other District designee.

- B. There will be no pyramiding of premium hours. Any hours for which a premium has been paid shall be excluded from consideration as to any other premium payment.

Section 2. Overtime hours shall be credited as follows:

- A. All overtime hours will be credited to the employee earning them regardless of conditions under which they are worked.
- B. All overtime will be confined to permanent full-time employees. Overtime will be equalized among employees by classification within a building or unit; overtime shall be distributed on a rotation basis according to seniority within the occupational group.
- C. New employees shall not be eligible for overtime until their probationary period is completed. New employees, upon completion of their probationary period, shall be eligible for overtime equal to maximum hours available.
- D. An employee's refusal of available overtime will be credited as overtime worked for purposes of equalization.
- E. An overtime list shall be posted on the Union Bulletin Board and kept up to date by the Educational Leader's Office and Supervisor of O & M.
- F. Overtime for all outside activities will be paid at the rate of time and one-half according to Building Use Policy.

Section 3. Call Back

Employees called back after completing their work day shall be guaranteed a minimum of one (1) hour to be credited as overtime. This provision applies only to emergency call back for a specific job. It does not apply to a planned overtime.

Section 4. Tradesmen

When it is necessary for a tradesmen to enter the building for work of which the employer has prior knowledge, and it is determined by the employer that such a situation requires a bargaining unit employee to be present, the employer will schedule a member who works regularly in that particular building to open and close the building.

The superintendent and/or her designee may enter any building at any time to carry out the mission of the district and its citizens without interference from any employee group.

**ARTICLE XIII**

**LAYOFF-RECALL/POSITION ELIMINATION**

Section 1. Layoff/Position Elimination

Should a reduction in the work force become necessary due to any school closing, shortage of funds or elimination of any existing job position, the following provisions shall apply:

- A. The Union shall be notified as far in advance as possible of any planned layoff or position elimination.
- B. All temporary and probationary employees will be laid off first.
- C. Permanent full-time employees shall be laid off, on a system-wide basis, in reverse order of their seniority, i.e., lowest seniority employees first.
  - (1) Employees may transfer to positions, due to a reduction of the work force, based on seniority and provided they are able to perform the job claimed. An employee may transfer to any position of a higher grade previously held by the employee provided the employee was not demoted from that position due to inability to perform the job.
- D. Employees being laid off shall be given at least ten (10) working days' written notice of such layoff. The Employer shall furnish a copy of this notice to the Union at the same time.
- E. Seniority preference will be granted to the Union president, operation and maintenance steward, and clerical chief steward when layoffs are considered. In the event of layoffs which cause stewards to be unavailable to represent members, Union officers designated above, i.e., President and Vice-President, will be granted released time for the purpose of representing Union members who may not have building representation.

This released time shall be no more than one hour per incident. Should the responsibility of these officers during this representation exceed the one hour limit, said officer will make up the time when he returns to this shift. It is further understood that the interim period for this released time will be no greater than is necessary to allow for the call back of the Union building representatives or within ninety (90) days.

## Section 2. Recall

- A. Employees on layoff shall be recalled in order of their seniority to their same jobs or to jobs of equal or lower grade provided they are able to perform the jobs and report for duty within two (2) weeks of notification.
- B. No new employees will be hired by the Board as long as there are employees laid off who have seniority, except to fill positions those on layoff are not qualified to fill. The Board will notify laid off employees of all appropriate job openings while employees are on layoff.

- C. When a laid-off operation and maintenance or clerical employee works as a substitute more than twenty (20) consecutive days in any position, that employee shall then be entitled to full pay and benefits beginning with that first day.

## **ARTICLE XIV**

### **EMPLOYMENT RESTRICTIONS**

#### Section 1. Employment

##### A. American Citizenship

Employees covered under this agreement shall be United States citizens or be eligible for employment in the United States. In addition to conditions for employment provided in this Agreement, employment of individuals who are not citizens of the United States are subject to laws and regulations of the United States.

##### B. Part-Time/Temporary

If there is sufficient proof that an employee shall be absent more than one (1) day, temporary help may be used beginning the first day. Part-time or temporary help may be used to replace employees immediately who are on vacation and sick leave planned 48-hours in advance beginning the first day.

##### C. Residence

Effective with the 1983 signing of this Agreement, all bargaining unit employees must reside within the corporate limits of the City of Ecorse for not less than ten (10) years after their hire-in date.

New employees shall establish residence with the City of Ecorse within six (6) months from the date of hire. Failure to comply with this requirement will result in termination of employment.

#### Section 2. Restrictions

- A. It shall be the general policy of the Ecorse Public Schools that no employee shall carry lighted tobacco in the presence of students.
- B. Any employee found in the possession of alcohol or any employee found under the influence of alcohol during his hours of employment shall be subject to dismissal.
- C. Any employee served with a garnishment will be notified of this by the Administration, and he shall have deducted from his salary any expense involved by the utilization of the school attorney.

- D. Leaving the Building. No employee is permitted to leave the building or premises during his or her regular hours, except for the lunch period shall be specifically 7:00 p.m. to 9:00 p.m. only at which time the employee will punch out when leaving the building and punch in when returning from lunch. If at any other time, (including periods when working overtime) an employee wishes to leave the building, the employee must first receive permission from their immediate supervisor. If so permitted the employee must punch out when he leaves and punch in upon return to the job. If, in the estimation of the supervisor, the reason for the employee's absence is acceptable, the time lost during regular hours will be charged to the employee's sick bank and the employee will suffer no loss of pay. If the reason for the absence is not acceptable, or if the absence occurs during overtime, the employee will not be paid for any time lost.

## **ARTICLE XV**

### **LEAVES**

#### **Section 1. Sick Leave**

- A. Employees shall be allowed for certain absences one and one-half (1 ½) days per month per fiscal year without loss of pay. All employees hired BEFORE July 1, 1993 may accumulate an unlimited number of sick days. All employees hired AFTER July 1, 1993 may only accumulate sick days to a total of 150.
- B. Employees shall have available for their use only earned sick leave days. For example, after a month's employment, employees shall have one and one-half days available. After two months, three days. If any employee is absent in excess of their earned accumulative sick leave, appropriate deductions shall be made from the employee's salary.
- C. The Ecorse Public Schools will provide Accident-Sickness benefits for employees at the rate of sixty-six and two-thirds percent (66 2/3%) of the salary with a maximum of three hundred twenty-five dollars (\$325.00) per week for a period not to exceed thirteen (13) weeks which will commence on the thirty-first (31<sup>st</sup>) day following documented accident and/or illness report. Employees will not accumulate sick days when accident and sickness benefits are in effect.
- D. If an employee is absent two (2) days or less in one school year, then two (2) additional days shall be added to that employee's sick bank.
- E. **Absence Reporting:** See XXIV (b) Call-In and Tardiness
- F. **Sick Leave Accumulation When Covered Under Worker's Compensation Benefits:**

Any employee covered under Worker's Compensation benefits for less than one (1) year shall accumulate sick leave days. Sick leave days shall not continue to accumulate after an employee has been covered by Worker's Compensation benefits for one (1) year. The one-year period under this section starts from the time the

employee's accident or injury occurs that results in the employee being eligible for Worker's Compensation benefits. Nothing in this item will deter an employee from utilizing accumulated sick leave credit to the extent of the difference between the Worker's Compensation received and the employee's regular base salary or wage as contained in this article, Section 2., Paid Leaves, C. Disability Leaves, 1.

## Section 2. Paid Leaves

### A. Personal Illness

### B. Other specified types:

#### 1. Death in Immediate family

(a) Immediate family includes: husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and any other relative or non-relative living or making his home in the household of the employee, or for whose funeral arrangements the employee is responsible. Proof of making arrangement must be in the form of a cancelled check, receipt made out to the said employee, notarized document, etc.

(b) For each death – not to exceed five (5) consecutive working days.

(c) All permanent employees may be granted a three (3) day leave for funerals not to be charged against the employee's sick leave bank upon presentation to the Administration a copy of an obituary, death certificate, etc. This funeral leave provision shall apply only to the following relatives: mother, father, husband, wife, children, brothers and sisters.

(d) For A, B, or C above, a copy of the obituary, death certificate or letter from the funeral home is required to be turned in to district by employee.

2. Emergency illness in immediate family. (When necessary care cannot be otherwise arranged) – not to exceed five (5) consecutive working days.

3. Attendance at funerals of close relatives and friends – not to exceed three (3) consecutive working days.

4. Attendance at wedding in immediate family – not to exceed three (3) consecutive working days.

5. Employee's own wedding – not to exceed five (5) consecutive working days.

6. Quarantines.

7. Required Court Appearance.

8. Transportation failure when no other means of transportation is available – not to exceed three (3) days in any one year.

9. Personal Leave Days

(a) Effective July, 1986, all operation and maintenance and clerical personnel may be granted four (4) days for personal use each year which are to be deducted from the individual's sick leave bank.

Personal Leave day may be taken in up to three (3) day increments only.

(b) No employee shall add the four (4) personal use days to the number of days established by the Board of Education in Section 8, items 1-8. Any employee desiring time off for personal use shall submit his written request 48 hours in advance. No reason need be given. In the case of an emergency not covered by Section B, items 1-8 of the Annual Leave Day Policy, the employee may call his immediate supervisor to confirm his absence verbally.

(c) No personal use days may be taken on the scheduled work day before or the scheduled work day after a holiday or use to extend a vacation.

(d) The number of employees who may be granted personal leave on any one day shall be on the basis of due consideration of the wishes of the employee and the efficient operation of the Ecorse Public Schools.

(e) Such Personal Leave Days shall be granted on a seniority basis.

C. Disability Leaves

1. In the case of incapacitating injury or illness for which the employee is, or may be, eligible for work disability benefit under Michigan Worker's Compensation Law, such employee may utilize sick leave credits to the extent of the difference between the Worker's Compensation received and the employee's regular base salary or wage.

2. In the case of work disabling injury to an employee caused by an assault upon said employee, while in the performance of his/her duties, by a person not an employee of the Ecorse Public Schools, the Board will pay the difference between the amount of any Worker's Compensation benefits received and the employee's regular salary, without charge to the employee's sick bank as long as the disability exists, or for a period of six calendar months, whichever is shorter. Each case will be reviewed by the Board of Education at the end of said period.

D. Jury Duty

Time for jury duty shall be granted without loss of salary. Time devoted for jury duty shall not be deducted from the employee's sick leave bank. The salary for any employee serving on jury duty shall be the difference between the employee's regular daily salary rate and the per diem compensation paid by the court, either municipal, county, state, or Federal. Monies paid by the court to the employee for transportation and/or for meals shall not be deducted from the employee's regular rate of pay.

### Section 3. Unpaid Leaves

#### A. Request

Request for leave of absence shall be submitted, in writing, to the Superintendent of Schools prior to the effective leave date. The Superintendent of Schools shall submit such request to the Board of Education at the next regular meeting for the following reasons:

##### 1. Illness Leave

An employee may request illness leave under the following conditions:

- (a) The employee's sick leave bank and disability coverage are exhausted. The employee, still being unable to report for duty, shall be considered an active employee without pay for a period of ninety (90) calendar days by the Business Office. During these ninety (90) calendar days, the Business Office will credit the employee one and one-half (1 ½) days of accumulative sick leave for each month and pay Insurance, Life Insurance, Dental Insurance, and Optical Coverage premiums.
- (b) Fifteen (15) calendar days prior to the expiration of the ninety (90) calendar days, if the employee, at that time, feels that they will be unable to return to active duty at the conclusion of the ninety (90) day period, they may file a written request with the Superintendent of Schools to be placed on an illness leave at the conclusion of the ninety (90) day period.
- (c) Failure to specifically request an illness leave will automatically terminate the employee's employment with the Ecorse Public Schools, unless the employee can establish by certified doctor's statement that they were, at the expiration of the ninety (90) day period, unable to make such request on their own behalf.

##### 2. Maternity Leave (Shall be treated as an Illness Leave.)

##### 3. Military Leave



Persons granted such leave, upon return to the system, shall start at the salary they would have attained and received had they continued employment uninterrupted.

#### 4. Selective Service

Any employee returning from selective service in the Armed Forces of our country, within ninety (90) calendar days of discharge date, shall be granted the privilege of exercising their seniority, including accumulated service seniority. All employees shall be subject to the provisions of "Soldiers and Sailors Relief Act" and "Veterans Preference Act, as Amended."

#### B. Time Limits – Pay

1. All leaves shall be without pay. All leaves, except military, shall be without salary increment and without sick leave accumulation.
2. Time limit on leaves of absence.
  - (a) Leaves of absence are not to exceed one year from the effective date of the leave with the exception of military service. The Superintendent of Schools may extend a medical leave based upon a physician's report on the patient.
  - (b) Employees, after termination of leave, shall be returned to employment as soon as possible but not later than one year after the effective date of leave. Employees must present themselves for service at termination of leave; otherwise, employment by the School District will be terminated.

### **ARTICLE XVI**

#### **VACATION**

Section 1. Permanent 52-week employees who have worked one year will have earned two weeks of vacation at the current rate of pay. Permanent 52-week employees who have worked nine years will have earned three weeks of vacation at the current rate of pay. Permanent 52-week employees who have worked fifteen years will have earned four weeks of vacation at the current rate of pay. Permanent 52-week employees who have worked twenty years will have earned five weeks of vacation at the current rate of pay.

Section 2. All vacations will be scheduled by the Personnel Office according to seniority and will be granted at such time during the school year as they are suitable considering both the request of the employee and the efficient operation of the Ecorse Public Schools.

Section 3. Vacations will be scheduled during the twelve month period following the anniversary date of employment, in accordance with Article IX, Section 1 and 2

(Seniority) of this Agreement. All vacations shall be scheduled for a period of at least one (1) whole day. All employees are urged to take their vacations in blocks of at least five (5) days and when schools are not in session.

Section 4. When any of the holidays set forth in this contract are observed during an employee's regular scheduled vacation, the employee shall be granted an additional day to be added to the end of their regularly scheduled vacation period.

Section 5. All permanent 52-week employees working less than 40 hours per week shall be entitled to vacation pay in proportion to their scheduled work week. Vacation improvement applies to all employees covered by this section.

Section 6. Vacation time shall not be cumulative. If opportunity to use earned vacation time is not made available by the Administration during the vacation period, the employee shall have the option of receiving pay or vacation leave as approved by the Superintendent.

Section 7. Pay Advance – Vacations

- A. If a regular pay day falls during an employee's vacation, the employee may receive that check in advance before going on vacation, if so requested of the Assistant Superintendent for Personnel, in writing, at least ten (10) working days in advance of the pay date. Should an employee change their scheduled vacation period, they must make a request, in writing, for their check, ten (10) working days before leaving, if they desire to receive it in advance. The Assistant Superintendent for Personnel shall be responsible for notifying Payroll for the preparation of advanced paychecks. The provisions of this section apply only to employees who will be on vacation at least five (5) working days.
- B. If an employee is laid off or retires, he will receive any unused vacation credit. In the event of an employee's death, the unused portion of his earned vacation shall revert to his estate or his beneficiaries.

Section 8. Vacation Accumulation When Covered Under Worker's Compensation

Any employee covered under Worker's Compensation benefits for less than one (1) year shall accumulate vacation days. Vacation days shall not continue to accumulate for employees who have been covered by Worker's Compensation benefits for one (1) year. The one-year period under this section starts from the time the employee is eligible for Worker's Compensation benefits.

## **ARTICLE XVII**

### **HOLIDAYS**

Section 1. Time off with pay shall be given to all 52-week employees for the following holidays:

New Year's Day	Good Friday	Thanksgiving Day
Memorial Day	Christmas Day	Friday after Thanksgiving Day
Independence Day	Dr. M. L. King Jr.'s Birthday (observed)	
Labor Day	Monday following Easter Sunday	

If Memorial Day or the Fourth of July falls on a Tuesday or Thursday, all employees are to be granted the day off, with pay, on the Monday preceding or the Friday following Memorial Day or the Fourth of July. In addition to the above holidays, time off with pay, shall be given to permanent 52-week employees for the following days:

- A. The Christmas-New Year's holiday period will be from Christmas Eve through New Year's Day inclusive unless school is in session during this period due to unforeseen circumstances. Any employee who is not regularly scheduled to work during this period will be grandly a straight hourly rate for every hour the employee is required to work.

Section 2. Employees working the above holidays shall be granted 250% of the regular hourly rate for the hours worked (straight time pay for the holiday and time and one-half for the hours worked on the holiday).

Example: If a holiday falls on Sunday and employees are required to work the following Monday, they shall be paid two and one-half times the regular hourly rate. If an employee's regular pay is \$16.00, they would be paid \$16.00 for the holiday, although they do not work. If the employee does work the Monday following a Sunday holiday, they would receive another \$24.00 which would total \$40.00 or 2 ½ times their regular rate. Further, if the employee is required to work both Sunday (the holiday) and Monday, they will be paid \$16.00 (straight time) for the Sunday and \$40.00 for the Monday.

Section 3. All permanent full-time employees will be paid for the above holidays provided they work on the scheduled work day previous to and following the holiday, unless a just cause can be established for not reporting on schedule. Sick and vacation time will be considered as time worked.

Section 4. When any of the holidays set forth are observed during an employee's regularly scheduled vacation, they shall be granted an additional day to be added to the end of their regularly scheduled vacation period.

Section 5. Employees working less than fifty-two (52) weeks will receive payment for only those holidays that fall during their work schedule.

**ARTICLE XVIII**

**MEDICAL-HOSPITALIZATION**

## Section 1. Medical-Hospitalization

The Ecorse Board of Education, in order to supplement the present Sick Leave Policy, will provide that health and hospitalization insurance premiums be paid in full for a level of benefit coverage identical to the benefits provided in the Agreement for 2005-2006.

The prescription Drug Rider will be \$15.00 for generic drugs and \$30.00 for brand name drugs.

Specifically excluded from payment by the Board is coverage for sponsored dependent and family continuation plans. Nothing in this article shall deter an employee from adding any rider providing for sponsored dependents or family continuation to his/her policy for payment by the employee on payroll deduction.

Employees desiring the above coverage must contact the Business Office during the registration period in September. The registration period is the only time changes may be made in service. The exception to this is that a change in insurance should be made if there is a change in family status as a result of marriage, birth, adoption, divorce, or death. This change must be made within thirty (30) days after the change occurs. Newly employed employees must enroll within thirty (30) days of the date of their employment. Employees leaving employment with the Board or on leave of absence are not eligible to receive benefits beyond their last date of employment or date of leaving. Employees in these instances are responsible for the full cost of their insurance.

All new employees effective July 1, 2004 and on will receive a single medical benefit.

All employees will contribute 15% of the top illustrated health care rate.

All employees will contribute 17% of the top illustrated health care rate.

All employees will contribute 20% of the top illustrated health care rate.

## Section 2. Dental

The Board of Education shall provide dental insurance for the duration of this contract, Class I and II basic benefits, maximum coverage per person per school year, \$700 with 50-50 co-pay, and Class III benefits, \$500 maximum with 50-50 co-pay.

All new employees effective July 1, 2004 and on will receive a single dental benefit.

## Section 3. Optical

The Board shall provide Optical Insurance coverage for Operation & Maintenance and Office Clerical employees and their families.

All new employees effective July 1, 2004 and on will receive a single optical benefit.

Section 4. Life Insurance

The Board of Education will provide term life insurance in the amount of forty-five thousand (\$45,000) for the 2005-2006 school years for all permanent employees working twenty (20) or more hours per week.

**ARTICLE XIX**

**LONGEVITY PAY**

Section 1. Effective July 1, 1991, longevity pay is authorized by the Ecorse Board of Education for those employees having completed ten (10) or more years of accrued service to the Ecorse Public Schools. Years of service shall be computed from one anniversary date to the next.

A. The schedule of Longevity Pay is as follows:

1. Beginning the 11<sup>th</sup> year of employment and continuing through the 15<sup>th</sup> year of employment, \$100.00 will be added to the base salary.
2. Beginning the 16<sup>th</sup> year of employment, \$350.00 will be added to the base salary.
3. Beginning the 17<sup>th</sup> year, \$380.00 will be added to the base salary.
4. Beginning the 18<sup>th</sup> year and each year of employment, longevity will be paid according to the longevity payment schedule in item E.

B. Although the Administration offices will make every effort to place employees on a list indicating their eligibility for longevity pay, it shall be the responsibility of the individual employees to notify the Business Office when they have completed their tenth year of service in the Ecorse Public Schools.

C. Longevity pay due any employee will be paid in a lump sum payment the pay period following the anniversary date of the employee.

D. In the case of the retirement, resignation or death of an employee while in the employ of the Ecorse Public Schools, longevity payments will be made to the employee, their beneficiary, or their estate, on a prorated basis.

E. Longevity Payment Schedule:

<u>Years</u> <u>Service</u>	<u>Amount</u>	<u>Years</u> <u>Service</u>	<u>Amount</u>	<u>Years</u> <u>Service</u>	<u>Amount</u>	<u>Years</u> <u>Service</u>	<u>Amount</u>
1-	\$0.00	11-	\$100.00	21-	\$525.00	31-	\$ 825.00
2-	\$0.00	12-	\$100.00	22-	\$555.00	32-	\$ 855.00
3-	\$0.00	13-	\$100.00	23-	\$585.00	33-	\$ 885.00

4-	\$0.00	14-	\$100.00	24-	\$615.00	34-	\$ 915.00
5-	\$0.00	15-	\$100.00	25-	\$645.00	35-	\$ 945.00
6-	\$0.00	16-	\$350.00	26-	\$675.00	36-	\$ 975.00
7-	\$0.00	17-	\$380.00	27-	\$705.00	37-	\$1005.00
8-	\$0.00	18-	\$435.00	28-	\$735.00	38-	\$1035.00
9-	\$0.00	19-	\$465.00	29-	\$765.00	39-	\$1065.00
10-	\$0.00	20-	\$495.00	30-	\$795.00	40-	\$1095.00

**ARTICLE XX**

**SEVERANCE PAY OR TERMINATION PAY**

Section 1. Permanent full time employees of the Ecorse Public Schools shall receive one and one half (1 ½) days per month sick leave accumulative without limit. Any permanent full-time employee shall, upon severance due to retirement or death, receive pay for one-half of the days accumulated in his sick leave bank. Any permanent full-time employee shall, upon severance for any reason other than retirement or death, receive pay for one-fourth of the days accumulated in his sick leave bank.

Any permanent full-time employee employed after July 1, 2009 may accumulate 100 sick leave days.

- A. The rate of pay shall be computed at the daily rate of the fiscal year in which the employee was last employed. Payment in the case of a deceased employee will be made to the beneficiary or to the estate of the deceased.
- B. Retirement is defined as leaving the service of the Ecorse Public Schools under such circumstances as to be immediately eligible to receive retirement annuity under State Public School Employees Retirement Act.

**ARTICLE XXI**

**RETIREMENT**

Retirement of employees will be governed by the Michigan Public Schools Employees Retirement Fund Law, Act 136 of the Public Acts of 1945, as amended.

**ARTICLE XXII**

**SALARY SCHEDULE/CREDIT UNION DEDUCTION**

Section 1. Salary Schedule

The salary schedule for employees in the Ecorse Public Schools shall be set forth in Appendix "A". No employee shall be hired into the Ecorse Public Schools except in accordance with the provisions of this salary schedule. Employees will be paid bi-weekly on the basis of the

salary schedule set forth in Appendix "A" and in accordance with the pay date schedule established by the Business Office except in the instance of unforeseen emergencies.

Section 2. Michigan First Credit Union Deduction

A. Mailing Paychecks to Michigan First Credit Union:

Employees may authorize the Payroll Department to sent their paychecks to the Michigan First Credit Union. Checks will be mailed on the pay date established by the Business Office for any fiscal school year.

B. Payroll Deduction for Michigan First Credit Union:

The Employer shall provide for payroll deduction with the Michigan First Credit Union for the benefit of all employees. The Employer will make such deductions only upon signed authorization by the employee.

**ARTICLE XXIII**

**GENERAL PROVISIONS**

Section 1. Access to Premises

A. The Union Staff Representative for Council 25 and/or a representative of the International Union shall be permitted to enter into discussion with the President of Local 1496, during working hours only pursuant to authorization from the Superintendent's Office.

B. The Union shall be permitted the use of the building after school hours for:

(1) Regular monthly meeting to be held on a Saturday which will be mutually agreed upon by the Union and the Board of Education.

(2) Special business meetings of the Union and Committee meetings on Union business, provided that such use is requested and approved through the Superintendent's Office, and can be arranged in advance without disrupting other commitments for the use of the premises and without incurring additional cost to the School District. Employees may attend such meetings only on their own time.

Section 2. Union Bulletin Boards

The Union shall be provided adequate bulletin board space in a place readily accessible to employees in each school building for the posting of notices and other materials relating to Union activities. The Union Building Representative shall have the responsibility for posting materials on the bulletin board. No material concerned with partisan politics shall be posted.

Any posted material shall be signed by a designated Union official and an additional signed copy shall be delivered to the Building Educational Leader before posting.

### Section 3. Physical or Psychiatric Examination

Employees may be required to submit to a physical and/or psychiatric examination after assuming their duties upon hire-in. All such examinations shall be made by practitioners approved by the Board of Education, and the cost of same for permanent full-time employees to be borne by the Board of Education. When a disabled employee has received a discharge from their physician clearing them to return to work, they may request, in writing, a return to employment. Such a request may be accompanied by a statement from a physician approved by the Superintendent of Schools.

If the request is approved by the Superintendent of Schools, the employee shall be returned to employment no later than a month after such request. Any employee who shows evidence of inability to discharge the duties and responsibilities of their position because of physical illness or other incapacity, shall appeal to the Superintendent of Schools for consideration as to their future status, as provided in Article XIII, Section 6.

### Section 4. Substance Abuse Testing--New Employees

All new employees will be tested for substance abuse at the employer's expense.

### Section 5. Mileage

When a full time employee uses their car for approved school business, mileage allowance of twenty-two cents (\$.22) per mile shall be paid.

### Section 6. Equipment

All equipment will be checked out by the employee with the designated supervisor (building educational leader, supervisor of Operation and Maintenance, or other designated person) with the condition so noted on a check-out sheet. The employee shall be responsible for the equipment and materials while in their possession. It is expected that any problems incurred with the equipment during its operation and/or use will be reported to the designated supervisor immediately. A written explanation will be given for any change of condition of equipment returned.

### Section 7. Breakage of Equipment

Breaking of equipment that will result in repair because of negligence will result in staff paying for cost of repairs.

## **ARTICLE XXIV**

## **SAFETY AND HEALTH**



Section 1. A Health and Safety Committee shall be established. This committee shall consist of the Administrator for Personnel, the Supervisor of Operation and Maintenance, and the Educational Leader involved, together with two person designated by the Union to investigate complaints and make recommendations to the Superintendent of Schools, (or their delegated representative) for corrective measures. The Superintendent of Schools shall process such recommendations as expediently as possible.

Section 2. Should an employee complain that their work is unsafe or unhealthy, the matter shall be investigated immediately by representatives of the school and union. If the matter is not adjusted satisfactorily, a grievance may be processed according to Article VII of this Agreement.

Section 3. Maintaining a safe and injury free workplace is of primary concern to both the Board and the Union. To this end, it is vital that employees follow all workplace regulations established by the Board, and adhere to safety practices which reduce the chances of workplace injury, including:

- Wearing apparel appropriate for the work site; for example, no wearing of open toed shoes in construction or maintenance areas.
- Utilizing a back brace when working in any job classification which requires lifting.
- Wearing of safety goggles when required.
- Wearing hard hats and other protective gear in construction areas or whenever working with overhead fixtures or objects.

Employees shall at all times follow established safety procedures. Failure to follow safety practices may subject an employee to discipline, including loss of time.

## **ARTICLE XXIV (b)**

### **A. ATTENDANCE POLICY**

#### **1. Absenteeism**

It is agreed by the Union and the Board of Education that in the interests of efficient operation, high morale, and safety, for the good of the students transported by the district, as well as for the good of the district and its employees, that regular attendance is both desirable and necessary.

The following discipline sequence shall be followed for absenteeism:

Usage of three (3) Board paid sick days: (1 <sup>st</sup> through 3 <sup>rd</sup> day)	Verbal Warning
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One additional day off within two (2) months or less:	Written Warning
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(4<sup>th</sup> day)

Two additional days off within three (3) months or less:  
(6<sup>th</sup> day) Reprimand and One Day Off Without Pay

Three additional days off within four (4) months or less:  
(9<sup>th</sup> day) Reprimand & Three Days Off Without Pay

Three additional days off within five (5) months or less:  
(12<sup>th</sup> day) Reprimand & Two Weeks Off Without Pay

Three additional days off within six (6) months or less:  
(15<sup>th</sup> day) Discharge

\*The fiscal year for the above sequence is July 1<sup>st</sup> through June 30<sup>th</sup>.

2. No employee shall be disciplined for time missed due to injury on the job, hospitalization outpatient surgery, Board paid sick days, approved vacation, approved parental leave, jury duty, approved educational leave, illness in the family, bereavement leave or personal business days. The Employer shall give consideration to authenticated emergencies. However, doctor's letters shall not constitute a defense for sporadic absenteeism.
3. A doctor's letter shall be required, however, for disability purposes.
4. In the event an employee has not been disciplined for one (1) calendar year or more. The last penalty shall be duplicated (meaning repeated) in lieu of progressing to the next. An employee who has not used in excess of six (6) Board paid sick days each year for two (2) consecutive years shall be started back at verbal warning again.

#### B. CALL IN

1. Employee shall call in to the O & M Office to report a tardiness or absence from work for any reason, at least one (1) hour prior to starting time.
2. An employee who fails to report in a timely fashion shall not be granted sick days, sick leave, personal business, or vacation for the day.
3. An employee who fails to report in a timely fashion shall be subject to progressive discipline on the charge of "failure to call in". This is a separate charge from absenteeism or tardiness.
4. To avoid miscommunications, an employee shall make the call personally. No other person shall make the call for the employee unless the employee is physically unable.

5. The Employer shall make available to receive the call at the O & M Office, a recording device or an O & M supervisor. If the recording device is not functioning during non-business hours, a call shall be made to a designated supervisor.
6. Employees who fail to call off at least one (1) hour prior to their starting time may be excused by the supervisor. In cases where the employer does not accept an excuse or where there is no excuse, discipline may be invoked.

## **ARTICLE XXV**

### **DISCRIMINATION**

In continuance of the policy established and maintained since the inception of their collective bargaining relationship, the Ecorse Board of Education and Local 1496, AFSCME, AFL-CIO, agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination; and in carrying out their respective obligations under this Agreement, neither will discriminate against any employee on account of race, color, national origin, age, sex, creed, height, weight, religion, marital status or disability.

The Ecorse School District does not discriminate on the basis of race, color, national origin, age, sex, creed, height, weight, religion, marital status or disability in its hiring programs or activities.

## **ARTICLE XXVI**

### **STRIKE PROHIBITION – NO LOCKOUT**

Pursuant to an in accordance with all provisions of Act 336 of the Public Acts of 1947 as amended:

- A. No lockout of employees shall be instituted by the Ecorse Board of Education during the life of this Agreement.
- B. The Union agrees that no strike of any kind shall be caused or sanctioned by the Union during the life of this Agreement.
- C. A strike is defined in accordance with the Public Act 379 of 1965.

## **ARTICLE XXVII**

### **TERMINATION AND MODIFICATION**

It is hereby agreed between the Ecorse Public Schools and AFSCME Local 1496 that the parties' present collective bargaining agreement shall be entered into effective September 7, 2011 through September 30, 2014.

This Agreement shall continue in full force and effect until 11:59 p.m., September 30, 2014.

- A. If either party desires to terminate this Agreement upon its scheduled termination, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving notice of termination withdraws the same, prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to the notice of termination by either party of sixty (60) days' written notice prior to the termination of this Agreement or any extension thereof.
- B. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, given written notice of amendment, in which event the notice of amendment shall support the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- C. Notice of Termination or Modification

Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, and if to the Employer, addressed to such address as the Union or the Employer may make available to each other.

## **ARTICLE XXVIII**

### **AGREEMENTS CONTRARY TO LAW**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of last resort or by a court of competent jurisdiction from whose final judgment no appeal has been taken within the time provided for doing so, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect. Those affected provisions shall be subject to negotiations for resolution.

## **ARTICLE XXIX**

### **APPROVED COLLEGE WORK**

Each employee who has completed thirty (30) semester or forty-five (45) term hours of approved college work or its equivalent shall be paid an additional twenty cents (\$.20) an hour.

Each employee who has completed an additional ten (10) semester or fifteen (15) term hours of approved college work or its equivalent beginning July 1, 1998 shall be paid an additional twenty cents (\$.20) an hour.

An employee desiring to receive the additional increment shall file an official transcript with the Superintendent which indicates the employee has completed thirty (30) semester or

forty-five (45) term hours of approved college work or its equivalent. For Office Clerical employees, any college courses completed prior to January 1, 1974, may not be used in the computation of the required course work. For all other bargaining unit employees, course work completed prior to December 19, 1983, may not be use.

These approved courses shall be related to the work performed by the employee. Prior to enrollment for eligible course work, a plan of study must be approved by the Administration. An employee submitting an official transcript, from an accredited institution, for placement on an advanced salary step shall be paid beginning the first day the transcript is received.

## **ARTICLE XXX**

### **DRUG & ALCOHOL POLICY**

#### **Section 1. Purpose**

The Ecorse Public School System is designated as a Drug-Free School Zone, pursuant to the Safe and Drug Free Schools and Communities Act of 1994, 20 USCS 7107 et seq. The Board and the Union recognized the disparaging impact that drug and alcohol abuse can have on schools and in the workplace, and also recognize the importance of providing Ecorse students with a learning environment that is free from the negative effects of such activity. Both the Board and the Union are committed to maintaining a school system for our students and a working environment for our employees that is free from the illegal use of drugs, alcohol and tobacco.

#### **Section 2. Definitions**

“School activity” means any business, activity, function, event, or gathering organized, promulgated by, under the direction of, or otherwise in association with the Ecorse Public School District.

“School premises” means any vehicles, building, structures, facilities, grounds or other real estate owned, leased, rented, controlled, furnished, or otherwise utilized by the Ecorse Public School District.

“Controlled substance” means any substance including alcohol, which is or has the effect on the human body of being a depressant, narcotic, stimulant, hallucinogen or cannabinoid, including any and all derivatives thereof, and including those substances scheduled as controlled substances by the Federal Controlled Substances Act.

“Tobacco product” means any tobacco-containing preparation to be inhaled, chewed or placed in an individual’s mouth.

#### **Section 3. Statement of Policy**

The unlawful use, manufacture, possession, consumption, sale, or distribution of any controlled substance, including alcohol, by any employee while on school premises or while

present at any school activity, whether or not such employee is working, is prohibited. The use, consumption, sale or distribution of tobacco or a tobacco product by any employee while on school premises or while present at a school activity, whether or not such employee is working, is prohibited. Any employee who is on school premises or present at a school activity with any controlled substance in his or her body (except for medications administered to that employee and properly taken pursuant to a physician's direction), including alcohol, whether or not such employee is working, shall be in violation of this policy.

#### Section 4. Medication/Prescription Reporting

It shall be the responsibility of an employee to notify his or her immediate supervisor in writing prior to reporting for work if that employee is taking or will be taking any prescription or non-prescription medication which may impair the normal function of his or her mental faculties or physical performance.

#### Section 5. Violation of Drug Policy

Any employee found to be in violation of the terms of this Article will be subject to discipline, up to and including termination. In cases involving possible criminal activity, such employees may also be referred for prosecution. An employee is required to notify the Board of Education promptly upon conviction of that employee for a drug or alcohol related criminal offense, and will be subject to discipline for failure to do so.

Discipline for violations of this Article will be administrated as follows:

##### **First Offense:**

Written reprimand issued to employee to become permanent record in the employee's personnel file. Employee is required to attend and complete a drug and/or alcohol counseling program at a facility approved by the Board. Employee must present to the Superintendent of Schools documentation showing attendance and/or completion of this program. Failure to complete counseling program may subject the employee to further discipline, up to an including termination.

##### **Second Offense:**

Employee is suspended without pay for a period of thirty (30) calendar days. Written reprimand issued to employee to become permanent record in employee's personnel file. Employee is required to attend and complete a drug and/or alcohol counseling program at a facility approved by the Board. Employee must present to the Superintendent of Schools documentation showing attendance and/or completion of this program. Failure to complete counseling program may subject the employee to further discipline, up to and including termination.

##### **Third Offense:**

Termination of Employment

Notwithstanding the above, discipline for violations of this Article may, at the discretion of the Board, be applied at any of the above steps, including termination; when in the estimation of the Board the violation at issue is of a particularly egregious nature.

Section 6. Laboratory Testing

The administration will utilize laboratory testing through a certified agency approved by the Board, for the purpose of detecting or confirming violations of this Article. Testing may be undertaken when the Administration has a reasonable belief that an employee may be in violation of this Article. Laboratory testing includes, but is not limited to, urinalysis, breath analysis and blood analysis.

Section 7. Personal Searches

When the Administration forms a reasonable belief that an employee is in violation of the Article, the Administration may, with the presence of a representative from the Union, for purposes of detection, conduct an unannounced search of that employee's personal effects and work area, including but not limited to lockers, desks, containers, purses, and bags.

**ARTICLE XXXI**

**EXECUTION**

This Agreement will be executed when it has been:

\*A. Ratified by the Union voting at a meeting duly called for such purpose,

and

\*\*B. Approved by the Ecorse Board of Education by resolution duly adopted.

Any notices required hereunder shall be sufficient if mailed:

To the Board  
c/o Superintendent of Schools  
Ecorse Public Schools  
4024 W. Jefferson  
Ecorse, MI 48229

To the Union  
c/o the President  
Local 1496  
AFSCME, AFL-CIO  
at residence.

Or personally served upon either party.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

Board of Education  
&  
The Ecorse Public Schools

American Federation of State, County  
Municipal Employees, Local 1496

For the Board:

For the Union:


Not as a part of the contract, but a letter of understanding, Local 1496 has agreed to participate in an annual evaluation of jobs and personnel needs. Such an annual evaluation is necessitated by our constantly declining enrollment and building use.

Such a study would be conducted by representatives of the Board of Education and member of the Union in each building. The study procedure would be agreed upon in principle by both the Board of Education and Local 1496 prior to the finalization of this Agreement.

\*Ratified by the Union:           September 7, 2011  
\*\*Approved by the Board:       September 12, 2011



ECORSE PUBLIC SCHOOLS  
ECORSE, MICHIGAN

APPENDIX "A"  
Page 1

OPERATION & MAINTENANCE AND OFFICE CLERICAL  
PAY RATE SCHEDULE  
HIRED BEFORE JULY 1, 2004

OPERATION & MAINTENANCE JOB CLASSIFICATION

	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-14</u>
DAY CUSTODIAN	\$19.30	\$19.55	\$19.80
GENERAL MAINTENANCE	\$18.91	\$19.16	\$19.41
CUSTODIAN	\$18.49	\$18.74	\$18.99

SCHEDULE OF CLERICAL POSITIONS – PER HOUR PAY SCHEDULE

<u>SCHEDULE A</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-14</u>
Step 1	\$15.60	\$15.85	\$16.10
Step 2	\$17.04	\$17.29	\$17.79
Step 3	\$18.46	\$18.71	\$18.96

<u>SCHEDULE B</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-14</u>
Step 1	\$16.81	\$17.06	\$17.31
Step 2	\$18.67	\$18.92	\$19.17
Step 3	\$19.80	\$20.05	\$20.30

<u>SCHEDULE C</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-14</u>
Step 1	\$17.86	\$18.11	\$18.36
Step 2	\$19.39	\$19.64	\$19.89
Step 3	\$20.89	\$21.14	\$21.39

ECORSE PUBLIC SCHOOLS  
ECORSE, MICHIGAN

APPENDIX "A"  
Page 2

OPERATION & MAINTENANCE AND OFFICE CLERICAL  
PAY RATE SCHEDULE

All new hired employees will be given step incumbents effective July 1, 2004.

OPERATION & MAINTENANCE JOB CLASSIFICATION

	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-14</u>
DAY CUSTODIAN	\$18.05	\$18.30	\$18.55
GENERAL MAINTENANCE	\$16.95	\$17.20	\$17.45
CUSTODIAN	\$16.89	\$17.14	\$17.39
UNSKILLED MAINTENANCE	\$16.89	\$17.14	\$17.39
GROUNDSKEEPER	\$10.97	\$11.22	\$11.47

1. General Maintenance will remain the same after July 1, 2004 until after the bidding process is completed. If no present employee bids, the new hires after July 1, 2004 classification will become unskilled maintenance.

SCHEDULE OF CLERICAL POSITIONS – PER HOUR PAY SCHEDULE

<u>SCHEDULE A</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-14</u>
Step 1	\$16.89	\$17.14	\$17.39
<u>SCHEDULE B</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-14</u>
Step 1	\$18.04	\$18.29	\$18.54
<u>SCHEDULE C</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-14</u>
Step 1	\$19.05	\$19.30	\$19.55

ECORSE PUBLIC SCHOOLS  
ECORSE, MICHIGAN 48229

EMPLOYEES HIRED BEGINNING OCTOBER 1, 2009

	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-14</u>
Custodian	\$14.25	\$14.50	\$14.75
Day Custodian	\$15.25	\$15.50	\$15.75
Unskilled Maintenance	\$16.25	\$16.50	\$16.75
Schedule A Secretary	\$14.25	\$14.50	\$14.75
Schedule B Secretary	\$15.25	\$15.50	\$15.75
Schedule C Secretary	\$17.25	\$17.50	\$17.75

## APPENDIX "A"

All new employees shall receive, during the one hundred twenty (120) days' probationary period, a salary 10% less than the salary classification in which the new employee is assigned.

In addition to the above salary schedule, an additional \$.15 per hour is to be paid those employees on the afternoon shift starting on or after 3:00 p.m.

Beginning July 1, 2004, all new afternoon employees will not receive an additional \$.15 (fifteen cents) per hour. They will receive the straight hourly rate.

Office clerical employees who are scheduled for either forty-two (42) or forty-four (44) weeks shall have their pay spread as has been done in accordance with payroll procedures and practice.

Fringe benefits related to the accretion process became effective December 19, 1983.

**Spread the pay.**

SCHEDULE OF CLERICAL POSITIONS  
AS OF JULY 1, 1998

SCHEDULE "A"

- (42-Week) Secretary to Educational Leader, K-7
- (52-Week) Secretary to Supervisor of Special Education and Child Accounting  
(4 Hours per day)
- (42-Week) Secretary for High School Attendance/Media Center Aide

SCHEDULE "B"

- (52-Week) Accounts Payable Bookkeeper/Business Office Secretary
- (48-Week) Secretary for High School Educational Leader
- (48-Week) Secretary for Guidance Department  
The month of July will be eliminated.

SCHEDULE "C"

- (52-Week) Payroll-Bookkeeper

**LETTER OF UNDERSTANDING  
BETWEEN THE  
ECORSE BOARD OF EDUCATION AND  
OPERATION & MAINTENANCE AND  
OFFICE CLERICAL EMPLOYEES  
LOCAL 1496, AFSCME, AFL-CIO**

The above noted parties hereby agree that subcontractors will not be used by the Ecorse School District to do work which is normally performed by bargaining unit employees unless it is clearly demonstrated that employees of the bargaining unit do not possess the necessary skills and/or ability to perform the work needed.

The Employer further agrees to abide by the following procedure prior to using non-bargaining unit employees or contractors.

1. The work will first be offered to the proper bargaining unit employees with the affected building.
2. If needed, the work will then be offered, by seniority, to other bargaining unit employees who have the skilled ability to do the work required and finally,
3. If there are no bargaining unit employees who can do the work, then the Employer may use non-bargaining unit people.

With the signing of the Letter of Understanding, grievance number A6733-1496-88 will be considered as settled and therefore will be withdrawn without prejudice by the Union.

(Based upon Arbitrator's Ruling, September 26, 1989.)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
ECORSE BOARD OF EDUCATION AND  
AFSCME LOCAL 1496**

November, 1993

It is understood between the Ecorse Board of Education and the Operation & Maintenance and Office Employees Local 1496 that during the summer of 1994, personnel from the Neighborhood Youth Corps and Summer Youth Employment Program or similarly named programs sponsored by the state and federal governments, will be allowed to work with members of Local 1496 who volunteer to provide supervision and responsibility.

It is further agreed that summer youth workers will not be assigned to work in any areas assigned to 42-week custodial personnel or in 42-44 week secretarial positions during the summer of 1994.

It is also understood that this agreement does not effect any other activity or issue between the Ecorse Board of Education and Operation & Maintenance and Office Clerical Employees and its membership.

**UNION DUES/SERVICE FEE DEDUCTION FORM**

To:

EMPLOYER

I hereby request and authorize you to deduct from my earnings, one of the following:

{ } An amount established by the Union as monthly dues.

{ } An amount equivalent to monthly dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO on behalf of  
 Local \_\_\_\_\_ Date started union position

Chapter:

**(PLEASE PRINT)**

By:

FIRST NAME

INITIAL

LAST NAME

STREET NUMBER

STREET NAME AND DIRECTION

CITY

ZIP CODE

AREA CODE

TELEPHONE

SOCIAL SECURITY NUMBER

SIGNATURE

DATE

EMPLOYER'S COPY