

# **ALLEN PARK PUBLIC SCHOOLS**

*...an uncompromising commitment to excellence*



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## **AGREEMENT**

*Between the*

**ALLEN PARK  
BOARD OF EDUCATION**

*and the*

**AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

**AFSCME LOCAL 142**

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**2019-20 – 2022-23**

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## **AGREEMENT**

This agreement made and concluded in the City of Allen Park this 8th day of October, 2018, by and between the Allen Park Board of Education, Party of the first part, hereinafter called the "Employer" and Local #142, American Federation of State, County and Municipal Employees, AFL-CIO, Council #25, representing Allen Park Food Service/Maintenance/Transportation Employees, Party of the second part, hereinafter call the "Union".

### **PURPOSE AND INTENT**

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

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

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

### **GENERAL**

#### **Rights of the Employer**

- A. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights, which ordinarily vest in and have been exercised by the Employer shall continue to vest exclusively in and be exercised exclusively by the Employer. Such rights shall include, by way of illustration and not by way of limitation, the right to:
  - a. Manage and control its business, its equipment, and its operation.
  - b. Continue its rights, policies, and practices of assignment and direction of its personnel, and scheduling.
  - c. Direct the working forces, including the right to hire, promote, discipline, transfer and determine the size of the work force.
  - d. Determine the services, supplies, and equipment necessary to continue its operations.
  - e. Adopt reasonable rules and regulations.
  - f. Determine the qualifications of employees, including health conditions.
  - g. Determine the overall goals and objectives as well as the policies affecting the education programs.
  - h. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

**ARTICLE I**  
**Recognition**

Section 1. Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below.

For all classified employees as listed in Article 25 Job Classification of this Agreement, excluding all administrators, supervisors and dispatcher as defined by Public Act 379.

Section 2.

All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE II**  
**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 III**

#### **Agency Shop**

Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing the deduction of professional dues in the Union, the amount of which shall be established by the Union. Such authorization shall be renewed each year if required by law. Pursuant to such authorization the Board shall deduct such dues from the second pay of the month and each month thereafter. Such sums deducted as dues or as a Representation Benefit Fee, subject to Subparagraph B hereof, shall be remitted not less frequently than monthly to the Union, accompanied by a list of employees from whom the deductions have been made.

1. Any bargaining unit member who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Representation Benefit Fee to the Union. The Representation Benefit Fee shall not exceed the amount of the union dues collected from union members. The bargaining unit member may pay such fee directly to the Union or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Representation Benefit Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Union, deduct the Representation Benefit Fee from the bargaining unit member's wages and remit same to the Union.
2. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with the other required information may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
3. The Union shall hold the Board harmless for any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the agency shop agreement herein contained. The Parties agree that the hold harmless language set forth here would require in the event of litigation that the Union, at its expense, would defend any and all lawsuits challenging the continuation of the Agency Shop provisions of Article III. This includes but is not limited to securing and paying all expenses of litigation such as attorneys' fees, costs, and damages or penalties. The Union agrees to make the District whole for all lawsuits in connection with the Board's agreement to continue the provisions of Article III, Agency Shop. However, if the Employer, its officers, agents, or employees elect to select their own counsel in any such suit, then Michigan AFSCME Council 25 shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if Michigan AFSCME Council 25, through counsel it selects after consultation with the Employer, does represent the Employer, its officers, agents, or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit at their own expense.

It is understood that the Union shall have the right to compromise claims which may arise under this save harmless clause.

4. Should a court of competent jurisdiction rule that the mandatory deduction of the Representation Benefit Fee is contrary to law, the Board shall not be required to implement Section B. 1. above.
5. The Parties agree that the continuation of the language set forth in Article III above is in consideration for the economic concessions contained in this agreement, and for continued positive relations between the parties.

## **ARTICLE IV**

### **Check Off Union Dues, Service Charge and Initiation Fees**

#### Section 1.

Employee shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues Form.

Check-Off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed "Authorization for Check-Off of Dues" Form as provided by the Union.

#### Section 2.

Employees shall have their initiation fee and monthly membership dues or service fee deducted from their earnings by signing this "Authorization for Check-Off of Dues" form.

#### Section 3.

Deductions shall be made only in accordance with the provisions of said Authorizations for Check-Off of Dues, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deduction not in accordance with this provision.

#### Section 4.

A properly executed copy of such Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted, shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made hereafter only under Authorization for Check-Off of Dues forms, which have been properly executed and are in effect.

#### Section 5.

Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the second (2<sup>d</sup>) pay of the month and each month thereafter.

#### Section 6.

The Union will provide to the Employer any additional Authorization for Check-Off of Dues forms under which Union membership dues are to be deducted.

#### Section 7.

Deductions for all calendar months shall be remitted to the designated financial officer of the union Local as soon as possible after the tenth (10<sup>th</sup>) day of the following month. The Employer shall furnish the designated financial officer of the Union Local, monthly, a list of those for whom the Union Dues have been deducted and this list shall be kept current.

#### Section 8.

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. 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 Section 2 of this Agreement (Article 4). The Parties agree that the hold harmless language set forth here would require in the event of litigation that the Union, at its expense, would defend any and all lawsuits challenging the continuation of Article IV. This includes but is not limited to securing and paying all expenses of litigation such as attorneys' fees, costs, and damages or penalties. The Union agrees to make the District whole for all lawsuits in connection with the Board's agreement to continue the provisions of Article IV. However, if the Employer, its officers, agents, or employees elect to select their own counsel in any such suit, then Michigan AFSCME Council 25 shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if Michigan AFSCME Council 25, through counsel it selects after consultation with the Employer,

does represent the Employer, its officers, agents, or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit at their own expense . It is understood that the Union shall have the right to compromise claims which may arise under this save harmless clause.

#### Section 9.

The Parties agree that the continuation of the language set forth in Article IV above is in consideration for the economic concessions contained in this agreement, and for continued positive relations between the parties.



**ARTICLE V**  
**Representation**

Section 1.

The function of the Union President is to review and negotiate grievances in the Second Step, to prepare grievances not settled at his point for further review in grievance procedures, and to negotiate with Management on negotiable local problems. A President may also handle first Step grievances when called upon for help, and represent employees at hearings in disciplinary cases.

Section 2.

The employer recognizes the privilege of the President of the Union to be excused from regular work assignments to perform the duties of that office. The necessary time will be scheduled with the Administrator in charge. This time shall be allowed without loss of pay, or personal business days. The official must notify the Building Administrator or designee prior to leaving the building.

Section 3.

All board meeting agendas and meeting minutes are provided on the district website.

Section 4.

The President or delegate appointed by the membership shall be allowed to attend Council, State and National Conventions, Union and Legislative Conferences to a limit of five (5) work days per year and not suffer loss of leave days.

**ARTICLE VI**  
**Stewards and Other Representation**

Section 1.

The Union shall consist of the following representatives: President, Vice President, Secretary, Treasurer, and two (2) Trustees.

Section 2.

During scheduled working hours, Union Representatives, without loss of time or pay, may in accordance with the terms of this Agreement, investigate and present grievances to the Employer, upon having advised their Superintendent or designee of same. The Superintendent or designee will grant permission and provide sufficient time to the Union Representatives to leave their work for these purposes. The privilege of Union Representatives leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused.

Union Representatives will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be proper subject for a Special Conference.

Section 3.

In the absence of the President of the Union Local, the Union shall name a designee for the Union President. Written notification of this shall be sent to the Superintendent or designee.

**ARTICLE VII**  
**Special Conferences**

Special Conferences 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 (2) representatives of the Employer and at least two (2) 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 same time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda unless otherwise mutually agreed. The members of the Union shall not lose time or pay, for time spent in such special conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

## **ARTICLE VIII**

### **Grievance**

#### **Section 1. First Stage Grievance**

Oral Discussions with Administrator. A grievance shall be an alleged violation of the expressed terms of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

- a. The termination of services of or failure to reemploy any probationary employee.
- b. Any matter involving employee evaluation.

An employee, alleging grounds for a grievance, shall have a right to call for the Union President to discuss the alleged grievance. The employee may then discuss orally the grievance with the Administrator in charge.

Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion.

#### **Section 2. Formal Grievance**

##### **Step One**

In the event the matter is not resolved informally, or the aggrieved party has elected not to employ the informal procedure, the grievance shall be submitted in writing to the Administrator within ten (10) days from the time that the employee or the Union is aggrieved. The written grievance shall be signed by the aggrieved employee, if any.

Awareness shall not be construed to mean knowledge of the grievability of the incident and shall be limited to knowledge that the incident has actually occurred.

- A. The grievance may be lodged and thereafter discussed with the Administrator;
  - a. by the aggrieved employee in person on the employee's own behalf, or
  - b. by the aggrieved employee accompanied by the Union President, or
  - c. through the Union President if the aggrieved employee so requests, or
  - d. by the Union President in the name of the Union.
- B. Within ten (10) days after receiving the written grievance, the Administrator shall communicate management's decision, in writing, to the President of the Union, and to the aggrieved employee, if any.

##### **Step Two**

Within five (5) days after receiving the decision of the Administrator, an appeal of the decision may be made to the Superintendent by the employee, or by the Union. The appeal shall be made in writing and shall be accompanied by a copy of the decision of Step One.

- A. The Superintendent may confer on the grievance with a view to arriving at a mutually satisfactory adjustment. Participants at this step shall be given at least two (2) days written notice to the conference.
- B. Within ten (10) days after receiving the appeal, the Superintendent shall communicate the Employer's decision in writing together with supporting reasons, to the Administrator, to the President of the Union, and to the aggrieved employee, if any.

##### **Step Three**

Within ten (10) days after receipt of the Employer's decision at Step Two, the Union may appeal the decision to mediation through the Michigan Employment Relations Commission. The mediator for mediation will be mutually agreed to by the parties. It is understood that any mediator's proposal for settlement/resolution of the grievance shall not be final and

binding on either the Union and the Board unless agreed to in writing by the parties.

#### Step Four

The Union may appeal the decision to Arbitration through the American Arbitration Association. The fees and expenses of the Arbitrator and of the American Arbitration Association shall be shared equally by the Board and the Union. Any such appeal shall be filed within twenty (20) days of the last meeting in mediation or receipt of the Superintendent's decision.

- A. The decision of the Arbitrator shall be presented to the Union and the Board.
- B. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. The Arbitrator's authority shall be limited to deciding whether a specific Article and Section of this Agreement has been violated, and/or their interpretations as long as the decisions are not in violation of any State or Federal Law.
- C. The decision of the Arbitrator, if within the authority defined above, shall be final and binding upon both the Union and the Board.

#### General Provisions:

- 1. Failure at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the lodging of an appeal at the next step of this procedure.
- 2. If a grievance arises from the action of authority higher than the administrator of a school, it may be initiated at the appropriate step of this procedure.
- 3. The time limits specified in this procedure may be extended in any specific instance by mutual agreement.
- 4. Hearings and Conferences held under this procedure shall be conducted after the regular workday except when such will not afford a fair and reasonable opportunity for all persons.
- 5. The Union shall have the right within the time limits specified for appeal to the next step, to appeal the decision on a grievance in which it did not participate.
- 6. In the event an employee decides to file a grievance independently, the Union shall be afforded the opportunity to be present at all procedures under Steps One (1) and Two (2). Only the Union may use the appeal procedures of Step Three (3).
- 7. No decision or adjustment of a grievance shall be contrary to any provisions of this Contract.
- 8. The term "days" shall mean days on which the Central Office is open for business.

**ARTICLE IX**  
**Computation of Back Wages**

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

**ARTICLE X**  
**Discharge and Discipline**

Section 1. Following Notice of Discharge or Discipline

The Employer agrees upon the discharge or discipline of a non-probationary employee to promptly notify, in writing, the concerned employee and the President in the district of the discharge or discipline. The employer agrees that discipline and discharge shall be for just and stated cause.

Section 2. Discussion

The discharged or disciplined non-probationary employee will be allowed to discuss the discharge or discipline with the Steward of the district, and the Employer will make available an area where they may do so, before the discharged or disciplined non-probationary employee is required to leave the property of the Employer. Upon request, the Employer or designated representative will discuss the discharge with the non-probationary employee and the President.

Section 3. Appeal of Discharge and Discipline

Should the discharged or disciplined non-probationary employee or the President consider the discharge or discipline to be improper, a grievance shall be presented in writing through the President to the Employer at Step Two (2) of the grievance procedure within five (5) regularly scheduled working days of the discharge or discipline.

Section 4. Use of Past Record

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, nor impose discipline on an employee for unintentional mistakes on his employment application after a period of two (2) years from the date of hire.

Section 5. Employee Files

- A. No material relating to an employee's discipline, conduct, service, character, or personality, shall be placed permanently in any file unless the employee has had the opportunity to read the material.
- B. After reading the material, the employee shall sign a copy to be filed, with the understanding that such signature merely signifies that the employee has read the material to be filed, and does not necessarily indicate agreement with its contents. If the employee refuses to sign the material his/her Union representative will do so as verification that the employee has been presented with the material. Failure by the employee to provide a signed copy for inclusion in the file shall not prevent a copy from being filed therein.
- C. The employee shall have the right to place explanatory notes or letters in said employee's personnel file pertinent to any written or printed material, and this shall be attached to the file copy, provided, however, such explanation shall be limited to five (5) standard sheets of paper.
- D. The employee shall be permitted to examine said employee's personnel file upon reasonable request.
- E. The employee, with or without a union steward, shall have the right to copy materials from said employee's personnel file at a charge of ten cents (.10) per page.
- F. Material of a non-professional nature (i.e. letters from parents, newspaper clippings, records of phone calls, etc.) shall not be placed in any employee file without the employee's knowledge.
- G. All materials placed in the files must bear the date and have affixed the signature of the writer, or other proper identification as to source.
- H. All material that could be used against the employee's future employment, excluding annual evaluations, over two (2) years old, will be removed.
- I. No material may be removed or destroyed without the consent of the employee.
- J. All employees shall be advised of the nature, purpose and location of all files that exist in the school system that may contain material pertaining to the employee's employment.

- K. All employees shall be informed of their right regarding the filing of materials and of their right to inspect them with Employer present.
- L. For the purpose of compiling information pertinent to a grievance, a Union representative may copy material from an employee's file other than personal documents (i.e. medical records, etc.) with the employee's authorization.



## **ARTICLE XI**

### **Seniority Application**

#### **Section 1. Seniority Application**

- A. When an employee voluntarily moves from one classification to another classification, then said employee's classification seniority shall commence with the first day worked in the new group classification.
- B. An employee who is involuntarily moved from one classification to another classification shall retain all classification seniority which said employee had previously earned, but not classification seniority earned in a classification below their new assignment.
- C. Seniority for computation of vacations, retirement, holidays, or any other fringe benefits, shall be from date of permanent hire into the Allen Park School District.
- D. Consideration for approval of vacation requests will be made with preference given on District seniority basis for employees within the same building. For this purpose, any employee who is regularly assigned to more than one building shall elect by seniority which of these buildings shall be utilized for consideration of his/her vacation request. This election shall be made in writing by the employee.

#### **Section 2. Probationary Period**

- A. Newly hired employees into the unit as described in Article XXV will have a 6-month probationary period.
- B. Upon completion of their probationary period, the employees shall attain seniority status, and their names shall be entered on the seniority list with the seniority dating from the date of hire. New employees, while in their probationary period, may be terminated without recourse to the grievance procedure. They shall be represented by the Union for all purposes under this agreement during the probationary period, except that no protest may be entered against termination during said probationary period.

**ARTICLE XII**  
**Seniority Lists**

Section 1

The seniority of all employees on the list shall commence with the date of hire into a regular bargaining unit position by the Allen Park Public Schools. The Union shall be furnished with a list minimally semi-annually, setting forth, in the order of their seniority, each employee's name, seniority number, effective hiring date, and classification. When more than one employee is hired on the same date, seniority will be determined by alphabetical sequence according to surname at the date of hire. A seniority list by group classifications will similarly be provided. The Union will be provided with a list of new hires, terminations, and other changes as they occur. The Union will designate in writing to the employer by January 1st of each year, the person to whom the list of new hires, terminations, and other changes are to be sent. The employer agrees to submit these notices to the single designated officer of the Union for distribution to whomever the Union deems appropriate.

Section 2

Any employee shall have the right to protest the accuracy of the seniority list within thirty (30) days from the date of posting.

**ARTICLE XIII**  
**Loss of Seniority**

An employee shall lose seniority for the following reasons only:

- a. Employee quits.
- b. Employee is discharged, and the discharge is not reversed through the grievance procedure.
- c. Employee is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made by the Employer. After such absence, the Employer will send a written certified or registered letter to the employee at the last-known address, informing said employee of the loss of seniority and employment termination. If the disposition of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- d. If the employee does not return to work within five (5) working days when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made by the Employer.
- e. Return from sick leave and leaves of absence will be treated same as above, paragraph c.

## **ARTICLE XIV**

### **Shift Preference, Transfers and Vacancies**

- A. If a decision is made to fill a vacancy, that position will be posted throughout the district, within five (5) working days of becoming vacant via district wide email. It is the employee's responsibility to check district provided email as pertaining to job postings. The vacancy will be considered posted for a period of five (5) working days. The Board will fill such position within five (5) working days from the date that bidding is closed.

Posting will include the following information:

1. Title and Classification.
  2. Job Qualifications.
  3. Hours and length of position.
- B. Once a posting is made, it is to be considered to be factual, and should any information in the posting be required to change, a correction will be made immediately.
- C. Positions may be staffed on a temporary basis during the posting period.
- D. In filling a vacancy in classification, management agrees to fill such vacancy by classification seniority first from those in the classification that have expressed an interest and have met the classification qualifications. Remaining vacancies will be filled in accordance with the employee's bargaining unit seniority and his/her ability to perform the job. The decision for filling such vacancy rests with the Board of Education.
- E. The use of intelligence tests will not be used with members of the Union as a means to determine promotions or transfers within the Union.

### **Temporary Vacancies**

- A. After a period of fifteen (15) consecutive working days or upon the District's prior knowledge of an employee's extended leave of absence for a period of fifteen (15) consecutive working days or longer, the temporary vacancy will be posted for interested bargaining unit candidates to apply. The temporary vacancy will be posted for a period of five (5) working days.
- B. In filling a vacancy, management agrees to fill such vacancy in accordance with the employee's bargaining unit seniority and his/her ability to fully perform the job.
- C. No posting of a temporary vacancy will be required if there is a qualified internal candidate for the temporary vacancy who was either laid off or involuntarily demoted from the position and/or classification based on a reduction in the work force. If there is more than one (1) qualified internal candidate who has been laid off or involuntarily demoted from the position and/or classification, then the most senior candidate shall be awarded the temporary vacancy.
- D. The parties agree that the intent of filling temporary vacancies is to allow qualified bargaining unit candidates the ability to temporarily fill positions within a higher classification that are vacant as a result of an employee's extended leave of absence. Lateral transfers will only be allowed when a change in shift or an increase in hours will be the result.
- E. In the event of an absent head custodian, without prior knowledge of said absence, bargaining unit custodians will be offered the opportunity to sub in the head custodian position by building classification seniority. Custodians who sub for a head custodian under this provision shall receive their normal custodial pay and will not be required to do installations or repairs.
- F. Temporary transfers will not exceed the duration of sixty (60) work days unless the necessity of such extension is justified in Special Conference.

**ARTICLE XV**  
**Seniority of Stewards**

Notwithstanding their position on the seniority list, union officers shall, in the event of a layoff of any type, be continued work as long as there is a job in their shift which they can perform, and shall be recalled to work in the event of a layoff on the first open job in their shift which they can perform.

**ARTICLE XVI**  
**Seniority of Officers**

Notwithstanding the position on the seniority list, the President of the Union Local shall, in the event of a layoff only, be continued at work at all times when one (1) or more divisions or fractions thereof are at work, provided they can perform any of the work available.

**ARTICLE XVII**  
**Layoff Defined**

**Section 1. Reduction In Staff (Layoff)**

If it becomes necessary for layoff (layoff means a reduction in the work force), the following procedures will be mandatory in each classification:

1. Probationary employees, as defined by Article 11, Section 2A, will be laid off first.
2. Seniority employees will be laid off according to District seniority.
3. Employees to be laid off from their regularly scheduled duties for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The Union President shall receive a list from the employer of employees being laid off on the same date the notices are issued to the employees.
4. Reduction shall be by seniority with no cross bumping into a higher classification.

**Section 2. Recall Procedure**

Right to recall will be limited to time worked in the District up to two (2) years.

When the work force is increased after a layoff, employees will be recalled in an inverse order as that laid off.

Notice of recall shall be sent to the employee at his last known address by certified mail. If an employee fails to report to work within five (5) days from date of receipt of said notice of recall, he shall be considered as quit.

**Section 3. Laid Off Employees Used as Substitutes**

Employees on lay off will be offered substitute work opportunities before non-bargaining unit employees are used. The employee on lay off will receive the District's current substitute hourly rate of pay for work performed.

## **ARTICLE XVIII**

### **Promotions and Job Descriptions**

#### **Section 1**

Promotions shall be defined as increasing an employee's classification and/or compensation. The Employer supports promotions from within the Union. The use of intelligence tests will not be used with members of the Union as a means to determine promotions or transfers within the Union. However, Head Custodial and Skilled Maintenance/Mechanic applicants will be required to demonstrate sufficient skill and knowledge as determined by administration.

#### **Section 2**

Promotions will be determined on the criteria of previous training and-or schooling, skills, work experience, job qualifications, and the ability to perform in the classification. Employees meeting such criteria will be promoted on the basis of length of service within the district.

A promoted employee will be given a ninety (90) day trial period to demonstrate that the employee can satisfactorily perform the job. During such trial period, the employee shall have the opportunity to revert back to said employee's former job. If the employee's performance is unsatisfactory in the new position, such employee may be demoted to his/her former position. Notice of such demotion, stating the reason(s), shall be submitted to the Union in writing by the Employer with a copy to the employee.

A detailed map will be provided to the awarded union member of his/her new assignment along with a job description.

#### **Section 3**

Any employee who is promoted shall have total system service apply to vacations, leaves of absence rights and to any retirement pay pursuant to this Agreement. Any person hired, transferred or promoted into any classification in the maintenance category as defined in Article XXV will, at administration's discretion, be assigned a starting tier wage to commensurate with their skill level, experience, and qualifications not to exceed the top pay step. Administration has the right to skills and/or written test any applicant.

It is understood by both parties that administration has the right to have Skilled Maintenance/Mechanics service other Districts' equipment, busses, and/or support vehicles. As a condition of employment, Skilled Maintenance/Mechanics must either possess or be able to acquire a CDL with P/S and Airbrake endorsements, minimal Class B.

#### **Section 4**

The employer shall have the sole responsibility of promoting employees to positions outside the bargaining unit as defined in the Recognition Article of the Agreement. The selection and promotion to excluded levels shall not be subject to the provisions of the Agreement: providing, however, that all factors being equal, the Employer will give consideration to employees within the Union in promoting to excluded positions.

#### **Section 5**

Individuals transferred from the unit to an excluded position and later returned to a unit position, shall retain their total length of service rights. Return to the Bargaining Unit shall be restricted to placement in an available vacancy, based on seniority, qualifications, and ability to perform within the classification.

#### **Section 6**

Employees who are required to perform the duties of any other classification shall be paid at the higher rate for that classification, at the same year-of-hire step. Custodians who voluntarily sub for a head custodian under Article XIV, Temporary Vacancies, Subsection E, shall receive their normal custodial pay, and will not be required to do installations or repairs.

#### **Section 7**

Twenty five percent (25%) of the custodial/maintenance staff shall be required to have a Commercial Driver's License (CDL). If this requirement is not met, the least seniored bargaining unit members will be required to secure a CDL, health



permitting. All employees hired, transferred or promoted into the custodial/maintenance classification(s) after October 1, 1996, will be required to have a CDL, health permitting. Work will be offered as determined by management only after sub pool is exhausted.

CDL holding custodians who are called to drive a bus will receive either the rate of bus driver pay for their step or the custodial rate of pay for their step, whichever is greater. Custodians who return to their building after completing a bus run will have the opportunity to work overtime in their building equivalent to the time spent on the bus to complete their work.

1. Any person transferred, promoted or hired into any maintenance or custodial position will have one year from the start date in their maintenance/custodial classification to meet all necessary requirements needed for the possession of a CDL as set forth by the Board.
2. Should the employee be unable to obtain a CDL or meet the requirements during the one year probationary period, the promoted or transferred employee will return to their previous assignment, and the externally hired employee will cease employment with the school district without rights to the grievance procedure.

**ARTICLE XIX**  
**Veteran's Law**

Except as herein before provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

**ARTICLE XX**  
**Leave of Absence**

**Section 1. Personal Leave**

Upon written application by the employee to the Personnel Department, unpaid leaves of absence for reasonable periods not to exceed one (1) year may be granted without loss of seniority for good cause, and such leave may be extended for like cause with permission of the School Board. Seniority will cease to accrue during this leave. The employee will resume accrual of seniority upon his/her return to work.

**Section 2. Maternity and/or Adoption Leave**

Unpaid maternity and/or adoption leave may be granted to all employees requesting the same. Maternity and/or adoption leave shall be granted not to exceed one (1) year. The terms of the leave shall be as follows:

1. An employee on such leave shall receive the health insurance benefits provided for under this Agreement for a period of one (1) year.
2. At the end of the leave, the employee shall return to his/her previous position, shift, and location.

In the event of the loss of the child, the employee may return to work prior to the scheduled termination of the leave within two (2) weeks of notice given to the Superintendent.

**Section 3. Sick/Personal Business Leave**

- A. All employees absent from duty due to sickness (personal or immediate family), or injury shall be allowed full pay for a total of ten (10) days per school year. In addition, all employees shall be allowed full pay for a total of five (5) personal business days per school year.

Employees new to the bargaining unit on or after May 11, 2010 shall be allowed full pay for a total of ten (10) sick/personal leave days; five (5) sick days and five (5) personal business days.

Food Service employees new to the bargaining unit on or after March 12, 2013 shall be allowed full pay for a total of five (5) sick/personal days to be used for either purpose.

No pay shall be granted for employees using these days for vacation or recreational purposes.

Unused leave days up to a maximum of fifteen (15) days yearly shall be added to the employee's accumulated bank. Once the days become a part of the accumulated bank, they may be used for sick days only. The first fifteen (15) days in the accumulated bank may be used for family illness. The remaining days in the accumulated bank are for personal illness only. Employee will have the option of using accumulated sick days before current year days if it is medically known that an absence will last longer than 5 days and a physician's note is provided to the district.

- B. No employee shall be compensated for the **holiday unless they work the day before and the day after the holiday.** (see Article XXIII, Section 8) Exceptions to this clause will be limited to:
- a. Illness (personal or immediate family). The administration may request verification within three (3) days of such absence.
  - b. Vacation days.
- C. Sick leave days shall accumulate to two hundred (200) days, or to a maximum of sixteen hundred (1600) hours.
- D. At the termination of service and after ten (10) years in the system, the employee shall receive one-half of his accumulated sick leave days paid at the employee's current daily base rate of salary. For the purpose of severance, the maximum number of days applicable for accumulation will be one hundred forty-four (144).

Employees hired after January 1, 1987, will receive, at the termination of service and after twenty (20) years in the system, 25% of their base rate of pay if their accumulated sick leave is a minimum of 144 days. Employees whose accumulation falls between:

130-143 days will receive 90% of 25% of their base rate  
116-129 days will receive 80% of 25% of their base rate  
102-115 days will receive 70% of 25% of their base rate  
88-101 days will receive 60% of 25% of their base rate  
74-87 days will receive 50% of 25% of their base rate  
60-73 days will receive 40% of 25% of their base rate  
46-59 days will receive 30% of 25% of their base rate  
32-45 days will receive 20% of 25% of their base rate  
18-31 days will receive 10% of 25% of their base rate  
4-17 days will receive 0% of 25% of their base rate

For the purpose of severance, the maximum number of days applicable for accumulation will be one hundred forty-four (144).

- E. Upon the death of an employee, regardless of years of service, the beneficiary or estate shall be paid one-half the deceased's accumulated sick days at the deceased's current daily base rate.
- F. Records of absences are carefully recorded and are available for inspection by employees at any time during the regular office hours of the business office.
- G. Once bus drivers and food service personnel have a minimum of 100 days in their accumulated sick bank, current year sick/personal days may be used for unpaid days during the school year. Examples include, but not limited to, PD days, half days, etc. in accordance with the school calendar.
- H. Employees exceeding their allocated sick/personal business days will be considered AWOL and may be subject to progressive disciplinary action up to and including dismissal.

#### Section 4. Health Leave

- A. Upon written request, an employee may be granted up to a total of one (1) year unpaid leave of absence due to illness or injury certified by a competent physician without loss of seniority. This time may be in addition to sick leave, but shall include the one hundred fifty (150) day time periods mentioned below. The granting of an unpaid leave shall not preclude an employee from receiving benefits under disability plans, worker compensation, etc., upon meeting qualifications.
- B. An employee who has an extended illness or injury shall automatically be granted a one hundred fifty (150) day unpaid leave of absence, after the use of accumulated sick days, and the job will be held open.
- C. In cases of temporary leave, not to exceed a period of one hundred fifty (150) working days in addition to the accumulated sick days, the employee may return to the same job.
- D. If the employee is unable to return to work after exhausting all accumulated sick days and any applicable short-term disability, the unpaid leave will be automatically extended to two (2) years, effective from the first day of disability, and the employee shall return to work at the end of the leave of absence. If the employee does not return to work, his/her employment with the District will be discontinued.

#### Section 5. Funeral Leaves

- A. Death in the family shall be a separate item. At the time of death, three (3) days shall be allowed as follows: Father, Mother, Brother, Sister, Husband, Wife, Son, Daughter, Grandparents, Grandchildren, Father-in-law, Mother-in-law, Step-parents, Step-children, and other family members permanently living in the household. These days may be used at a later date only to attend the funeral or memorial service.
- B. One (1) day shall be allowed in the case of in-laws other than those specified in Section 5(A) above, and distant relatives.

- C. When unusual circumstances are involved, additional days may be added at the discretion of the Superintendent or designated representative. These absences are not deducted from sick leave.

#### Section 6. Jury Duty

After the Board has attempted to have non-teaching members excused from jury duty, the employee who is required to serve will receive the difference between jury pay and employee's daily wage, with no loss of leave days during the period of such service.

#### Section 7. Military Leave

Leaves for active military service or reserve training will be granted in accordance with applicable law.

#### Section 8. Family and Medical Leave

The Family and Medical Leave Act shall be governed pursuant to Board policy except that the Employer, or the Employee, shall have the option of first using accumulated paid sick leave and/or personal leave during the FMLA leave. The remainder of any FMLA leave time will be unpaid. If the Employer elects this option, they cannot require that the Employee utilize his/her last five (5) days of accumulated sick leave.

## **ARTICLE XXI**

### **Leave for Union Business**

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 Union, receive temporary unpaid leaves of absence for periods not to exceed one (1) year or the term of office, whichever is shorter, and upon their return shall be re-employed at their previous assignment with accumulated seniority.

**ARTICLE XXII**  
**Longevity Pay**

Section 1

Longevity pay will be paid to all full-time employees with the amounts each year, according to the following schedule.

15 years	\$275.00
16 years	\$335.00
17 years	\$395.00
18 years	\$455.00
19 years	\$515.00
20 years	\$575.00

Section 2

Longevity payments will be made in one lump sum at the end of the fiscal year. Employees who reach their eligible anniversary date of hire during the fiscal year will receive longevity payments on a pro rata basis, according to the number of weeks worked after the anniversary date.

Section 3

Less than full-time employees will receive longevity payments on a pro rata basis, according to the total number of hours worked in the year.

**ARTICLE XXIII**  
**Hours, Wages, Holiday Pay**

Section 1

The regular workweek for full time employees shall consist of eight (8) hours per day for five (5) consecutive days from Monday through Friday. There shall be no split shifts, with the exception of bus driver and cafeteria classifications.

Section 2

The first shift is any shift that regularly starts on or after five (5) a.m. but not before eleven (11) a.m. The second shift is any shift that regularly starts on or after eleven (11) a.m. but before seven (7) p.m. The third shift is any shift that regularly starts on or after seven (7) p.m. but before five (5) a.m.

Section 3

All employees are expected to be at their regularly assigned school at their scheduled starting time.

Section 4

- A. The working day for day shift employees shall consist of eight (8) hours per day with one-half (1/2) hour uninterrupted lunch period over the eight (8) hours, and the employee may leave the building for the lunch period. The lunch period shall be agreed to by the administrator and the employee.
- B. Afternoon and Midnight employees shall work eight (8) hours with one-half (1/2) hour lunch period included in the eight (8) hours.
- C. Personnel shall receive the following relief periods:

1 Hour	0 Minutes
2 Hours	5 Minutes
3 Hours	10 Minutes
4-5-6-7 Hours	15 Minutes
8 Hours	15 Minutes for each one-half (1/2) shift
- D. During school break periods maintenance employees will work an eight (8) hour shift with a one-half (1/2) hour paid lunch period included in the eight (8) hours. Summer work will be 4 consecutive ten hour days and day shift.

*High School/Summer Work:* High school staff custodians will work Monday through Thursday, from 6:00 a.m. until 4:00 p.m. until the Tuesday after Labor Day. Once football practices resume in August, the two lowest district seniority high school staff custodians, or by volunteer, will adjust their work shift and working days. Working days will consist of one of the above custodians working Monday through Thursday and the other Tuesday through Friday, with the higher district seniority custodian choosing their preferred working days. The start date and shift start/finish times of the above will be made in agreement with the Athletic Director and the Director of Operations. Once the high school office staff return, a third high school staff custodian by either the next in district seniority or volunteer will adjust their schedule to Tuesday through Friday, 6:00 a.m. until 4:00 p.m.

*Elementary/APMS Summer Work:* Per the district calendar, as soon as office staff return to the buildings in August, custodial coverage will be provided 5 days per week, Monday-Friday, from 6:00 a.m. until 4:00 p.m. Staffing for the August return is to be determined by means of either a) at least one volunteer or b) lowest seniority 8 hour custodian to work a Tuesday through Friday shift from 6:00 a.m. until 4:00 p.m. until the Tuesday after Labor Day. Remaining custodial staff will work Monday through Thursday 6:00 a.m. until 4:00 p.m. until the Tuesday after Labor Day.

*Riley/Central Office Summer Work:* Riley custodial staff will split building coverage with one Riley head custodian working Monday through Thursday, 6:00 a.m. until 4:00 p.m., and the other head custodian working Tuesday through Friday, 6:00 a.m. until 4:00 p.m., by means of either lowest district seniority or volunteer to work the Tuesday through Friday shift.



- E. Personnel shall receive the following lunch period, in addition to the relief break:
 

6 Hours	20 Minutes
7 Hours	25 Minutes
8 Hours	30 Minutes
- F. Personnel shall arrange their relief and lunch periods with their supervisor, and a place should be arranged to take their lunch and relief periods.
- G. Midnight shift assignments, hours, and schedules are to be agreed upon by the Union and the Employer.
- H. Employee shifts, at the discretion of administration, shall be adjusted within reason to reduce overtime expense.

Section 5

Employees will be given necessary time prior to lunch and quitting time to clean up.

Section 6

- A. Overtime work shall be equally distributed as nearly as possible by policy of rotation, ability to perform the work required, and expressed interest in working overtime.

Custodians interested in working event overtime must respond to an email sent by the operation's administrative assistant, or its designated representative. The administrative assistant will acknowledge its receipt for the purposes of record.

When staff either does not respond to calls for, or turn down, an opportunity for overtime, with more than twenty-four (24) hours advance notice, for purpose of rotation, the overtime will be charged as worked.

Custodians will be afforded the opportunity to sign up for event overtime prior to the first home football game of the new school year and again prior to the start of the second semester. Those interested parties will be called to work overtime by district seniority.

- B. Overtime work should be voluntary, except in an emergency or grave necessity. There shall be no discrimination against any employee who declines to work overtime.
- C. Employees who are required to work overtime on snow and ice removal will receive time and one half. This overtime will not be charged against employee time.
- D. Custodial/Maintenance Compensatory Time - Compensatory time off may be taken in lieu of overtime at the request of the employee. Compensatory time off will be at the same rate as overtime (e.g., two (2) hours of overtime equals three (3) hour of compensatory time off, except for Sundays and holidays on which two hours of overtime equals four (4) hours of compensatory time off).

The employee must designate whether the overtime will be paid or if compensatory time will be taken at the time overtime is assigned or it will automatically be designated as compensatory time.

An unlimited amount of compensatory time may be banked; however, a payout of bank compensatory time shall be required when an employee transfers to a higher classification and/or on the last paycheck in June.

Use of compensatory time must be prearranged with the immediate supervisor at least two (2) working days in advance and may be denied by the supervisor based on the needs of the district. Compensatory time must be used in at least two (2) hour blocks.

In the event of the death of an employee, the beneficiary or estate will be paid the equivalent rate of overtime pay for any accumulation of compensatory time.

Section 7

- A. All employees shall be paid at the overtime rate of time and one half (1.5 %) for all hours worked in excess of

eight (8) in one day or forty (40) in one week.

- B. A person called in for other than regularly scheduled work not immediately contiguous with either the beginning or end of the regular shift will be given a minimum of two (2) hours call-in pay. A driver scheduled in advance, defined as by 3:30 p.m. the night before, to cover a bus run of less than two (2) hours shall be paid the regular rate for the hour(s) worked. Attempts to contact the drivers will be made in the following order, as possible: 1. in person; 2. by two-way radio; or 3. by phone. This shall not affect Saturday split runs and/or cancellations after the employee has reported for the assignment.
- C. Employees who are asked to work on holidays shall be paid double time in addition to Section 8(A) which follows.
- D. Employees who work on Sunday (if it does not constitute a part of their regular workweek) shall be paid double time.
- E. In the event an employee is unable to report for work due to an act of God, the employee will not be charged with a sick day or a leave day, and shall receive the regular wage for that day.
- F. All day shift head custodians, midnights, mechanic and grounds will be contacted as to a report time or starting time for snow removal to ready the district for the start of the school day.
- G. Act of God Day: All day shift head custodians, mechanic, and grounds will report at their regular start time and will be expected to work their entire 8 hours at regular pay with a paid 30 minute lunch. If snow removal takes longer than 8 hours, pay will be time and one half. If snow removal takes less than 8 hours, above employees will work their remainder of their 8 hours shift in their building on projects/cleaning with a paid 30 minute lunch. A comp day of 8 hours will be given to all above employees who are required to report for an Act of God day.
- I. Any employees called in for an Act of God day are subject to the same criteria as listed above. Snow removal will only be performed by maintenance except under of grave emergency necessity.

#### Section 8

- A. Employees shall be entitled to the following holidays without loss of pay: New Year's Day, Mid-Winter break day as determined by the district calendar, Good Friday, Monday after Easter Sunday (if school is not in session) Monday of Spring Break (when not coinciding with Easter), Memorial Day, July 4th, Labor Day, Day Before Thanksgiving, Thanksgiving Day, Friday after Thanksgiving, December 24th, Christmas Day, and New Year's Eve. Cafeteria employees and bus drivers shall be paid for Labor Day and/or July 4th if they report the day before or the following day for work.
- B. Whenever one of the above holidays falls on a Saturday, the Friday immediately preceding it shall be a general holiday. Whenever any of the above days falls on a Sunday, the Monday immediately following it shall be a general holiday.
- C. Dates for holiday pay for Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day shall be mutually agreed upon annually by the Director of Operations and union leadership, and provided during the two weeks winter break time period.
- D. All employees shall receive, as paid, mid-winter recess days, as scheduled in the school teacher calendar.
- E. Employees required, as mandatory, to attend meetings before or after their regular scheduled working day shall be paid their prevailing rate of pay for these hours.
- F. Food service employees will be given the opportunity to work on in-service days at their regularly scheduled hours and pay.

#### Section 9

Employees shall be compensated in accordance with the wage schedule attached to this agreement. The attached wage schedule shall be considered a part of this agreement.

## Section 10

Employees who work the third shift shall receive twenty-five cents (.25) per hour shift premium while working such shift.

## Section 11

The Board of Education will furnish all custodial and bus employees with a uniform allowance equivalent to \$105 provided by a mutually agreed upon vendor, and a \$50 reimbursement for one (1) pair of safety shoes per year. Skilled Maintenance/Mechanic will receive five (5) uniforms per year. Each mechanic/skilled maintenance uniform will consist of a shirt and pants. Employees must submit a receipt of safety shoes.

Maintenance staff and bus drivers are required wear a uniform shirt (or if working in a building, school provided shirt) provided by the district during work hours or events. This does not apply to periods when school is not in session.

All footwear will be closed, full cover shoe with a flat heel. No open toes, sandals, or heels of any kind at any time.

Food service employees will receive 4 "daily" t shirts and 3 seasonal/special event t shirts per year, a \$50 allowance for non-slip safety shoes per year, and \$50 allowance towards the purchase of appropriate black or kaki bottoms per year. Employees must submit receipt for reimbursement of appropriate foot wear and bottoms. All food service employees must wear shirts provided by food service only as to result in uniformity. Should a building administrator provide a special event shirt, e.g. Spirit Week, that particular shirt may only be worn the event day(s). No exceptions.

## Section 12. Mid-Winter Recess

During mid-winter recess, employees who are required to work shall be paid for the day and time and one-half for all hours which they are required to report, in addition to holiday pay.

## Section 13. Food Service Certification

Cafeteria workers who complete the Serv-Safe Sanitation Certification course and pass and maintain the associated certification tests will be paid on hourly premium of fifty cents (.50) per hour. This premium does not apply to cooks due to the fact that their hourly wage has been calculated taking this requirement into account. The District will pay for the course and mileage associated with going to and from the course, after successful completion of the course.

## Section 14

### A. Bus Driver Bid and Loss of Time

- a. Bus drivers will have one bid yearly.
- b. All drivers will return to their previous year's run. Drivers will be paid the current year's hours or previous year's hours, whichever is greater.
- c. A singular bid will take place during Student Count Week, as determined by the Michigan Department of Education.
- d. If a bus run should lose more than 60 minutes due to dropped students, closed buildings, etc., the driver will have the opportunity to ask the Director of Operations for a rebid from their seniority down.
- e. Change in a run time will be agreed upon by the Director of Operations and the driver.
- f. The provisions listed above pertain to bus drivers only, and does not include changes that may occur at the end of the school year when school programs may end earlier than other programs.

B. Regular summer bus runs, excluding field trips, will be divided into two (2) week blocks, rotated by seniority to allow multiple drivers the opportunity to drive during the summer months on a voluntary basis. Summer field trips will be rotated by seniority on a voluntary basis.

C. During winter break and spring recess, field trips and athletic runs will be rotated by seniority on a volunteer basis.

## Section 15. Special Union Substitute Custodial

- A. Special union substitute custodian opportunities will be made available to bus drivers and food service workers during the time slots that they are not scheduled to work, including summer work hours. Work will be offered as determined by management only after sub pool is exhausted.
- B. Special union substitute custodian hourly wage will be the rate of pay as current under the first step of the custodian classification.
- C. Management maintains the rights to direct the work force, determine the size of the work force, and determine qualifications and abilities of the work force. Management retains the right to offer assignments based on employee's experience and availability.
- D. Special union substitute custodian opportunities will not have an impact with regard to seniority, earned vacation time, personal leave time, or any other benefits.
- E. Combined work hours must not exceed 40 hours per week.

## ARTICLE XXIV

### Vacations

#### Section 1

- A. Vacation time will be preloaded on July 1 of each year.
- B. Any vacation time that is unused during the fiscal year will be forfeited. Should an employee cease employment with the district for any reason other than death, any used vacation time not earned will be returned to the district through a payroll deduction out of their last paycheck.
- C. Vacation time will be preloaded as follows:
  - a. Upon hire (prorated according to hire date) and through the completion of six (6) years - 10 days.
  - b. At the completion of seven (7) years and through the completion of thirteen (13) years - 15 days.
  - c. At the completion of fourteen (14) years - 20 days.
  - d. At the completion of fifteen (15) years and through the completion of each succeeding year - 22 days.
- D. The term "completion of the year" shall mean the individual's anniversary date of hiring. If an individual's anniversary date falls on or before July 31st, he will then be placed in the appropriate vacation schedule for that summer. Any anniversary date falling after July 31st, the individual shall move to the next appropriate vacation schedule for the following summer.
- E. Employees working less than twelve (12) months shall earn vacation time per Section 1-A and 1-B at 80% of A, B, and C schedule of twelve (12) month employees. Employees must work 22 hours per week to be eligible for vacation. Employees hired after January 1, 2008 and working less than twenty-five (25) hours per week are not eligible for any vacation benefits. Employees hired on or after May 11, 2010 must work forty (40) hours per week to be eligible for vacation benefits.
- F. When one of the above holidays (Article 23, Section 8), falls within an eligible employee's approved vacation period and the employee is absent from work during a regularly scheduled work week because of such vacation, the employee shall be granted an extra day of vacation.
- G. Any employee who leaves employment because of voluntary resignation, death, layoff, or discharge, will be entitled to payment of vacation pay, prorated on service performed in the working fiscal year. In case of death, payment of vacation days will be made to the named beneficiary or estate.
- H. Any employee who wishes to work any part of a scheduled vacation, may request to work during vacation by submitting a request to the Superintendent or his designee for acceptance. Such employee will receive vacation pay, plus wages for time worked.

#### Section 2

- A. Requests for vacation, including those during the summer work period and for the weeks including the Christmas, New Years, Good Friday, Easter and Thanksgiving holidays, shall be given to the Director of Maintenance & Transportation by June 1st of each year. Seniority employees are to be given preference by building.

Employees must submit all other requests for vacation during periods not specified in the preceding paragraph to the Director of Maintenance & Transportation in writing with a minimum of two (2) working days' notice. In the event of multiple vacation requests for the same period, consideration for approval of these requests by the District will be made in order in which the requests were received.

- B. No vacations will be granted the last fifteen (15) working days during the month of August to allow a full complement of employees to be available to ready the schools for opening day. Vacation during this time period may be granted if the Director of Operations and building administrators find the building will be in prepared condition for the start of school. District seniority will apply should more requests be received from a specific building than are practical during the last fifteen (15) working days during the month of August.

- C. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the district's operation.
- D. If an employee becomes ill and is under the care of a duly licensed physician during a scheduled vacation, the employee's vacation will be rescheduled. In the event the incapacity continues through the year, the employee will be awarded payment in lieu of a vacation.
- E. Bus Drivers may use vacation time to be paid for unpaid days during the school year.

## **ARTICLE XXV**

### **Job Classification**

The job classifications below are listed in sequence, from the highest to the lowest, in each category.

#### **MAINTENANCE:**

- Skilled Maintenance/Mechanic
- Head Custodian
- Lead Groundsman
- Utility/Groundsman
- Custodian
- Bus Driver

#### **CAFETERIA:**

- Kitchen Cook
- Cafeteria Workers and Cashiers

No work covered by this contract will be performed by administration, except in emergency, but shall supervise and assist in training. Day head custodians will not be pulled from their buildings unless all other driver sources have been exhausted.

All jobs shall be posted via district wide email within seven (7) days of vacancy. Vacancy shall be described as an employee no longer receiving compensation in any form from the district or its subsidies.

## ARTICLE XXVI

### Payroll

- A. If an employee is laid off or retires, said employee will receive any unused vacation credit including that accrued in the current fiscal year. A recalled employee who received credit at the time of layoff for the current year, will have such vacation credit deducted from the employee's next vacation schedule. (See Article 24 – Vacation, Section B, for proration formula).
- B. Rate during vacation: Employees will be paid their current rate while on vacation and will receive credit for any benefits provided for in this Agreement.
- C. All overtime pay must be authorized by an Administrator.
- D. Employees will be reimbursed for the use of their cars at a mileage rate of the current IRS deductible rate. The Board shall provide liability insurance protection for employees when their personal automobiles are used for authorized school business. Necessary Chauffeur's licenses shall be paid for by the school district.
- E. The Board shall pay for Boiler licenses and their renewal every year.
- F. The Board shall reimburse tuition to any employee who is registered to pursue educational classes in connection with school employment. Such educational classes shall have prior approval of the Administration. Reimbursement will be granted after documentation of the successful completion of said classes has been provided to Personnel.
- G. All employees will be required to use direct deposit for payroll purposes. Additionally, paper vouchers will no longer be issued for direct deposits. Employees will be able to access payroll information through Wayne RESA's eEMPLOYEE ACCESS system.

### Payroll Deductions

The following deductions may be made by authorization of the employee:

- 1. Hospitalization insurance - first pay of each month.
- 2. Organization Dues. Authorization to be given by each member for deduction of organizational dues on a form provided by the organization.

### Bus Driver Pay

- 1. Drivers will be paid per their established daily run times. The exception will be when an entire run (morning, mid-day or afternoon) is canceled in full, in which case a driver will not be paid for the canceled run. If only part of the run is temporarily canceled (no longer than two weeks) the driver will be paid per the full established run time. When part of a run is fundamentally changed during the course of a school year (i.e., a student no longer needs to be transported), to be determined by the Director of Maintenance and Transportation, the driver will be paid only for that portion of the run that remains. This includes the end of a semester or school year, when a part or parts of a run may end earlier than others do.
- 2. If a driver believes that his/her daily run time is greater than that established, s/he may formally request a review of the time by using the form provided for this purpose by the District. Within 10 work days of receipt of this form the Director of Maintenance and Transportation or his/her designee will observe the run to determine whether the time needs to be adjusted, and will follow up by meeting with the driver to report on his/her findings. If time is to be added to the run it will be retroactive to the date that the form was submitted.
- 3. Bus fueling:
  - A. Bus Drivers shall be paid for time worked for fueling off-site.
  - B. Exclusion from Fueling Time - Bus drivers who have an opportunity to fuel their busses during their bidded run time will not be paid for fueling. The bus drivers regularly assigned to these bus runs, or the equivalent, shall also be responsible for fueling spare busses during the time between bus runs.



4. Drivers will be paid for an additional 60 minutes each time they wash a bus. Each bus may be washed no more than once per week, and busses may not be washed during overtime. Drivers will turn in a receipt from the bus wash each time they wash the exterior of the bus, and document that they have washed a bus via their time sheet.
5. Since it is understood that bus driving overtime belongs first to the bus drivers, bus drivers will have the priority with extra bus runs (including but not limited to athletic runs, field trips, etc.) by seniority. If there remains the need to cover more extra bus runs than drivers have taken, then a sub driver can be assigned by administration. Should a sub driver be unavailable, or refuse the extra run, CDL custodians can sign up for the remaining runs.
  - A. In an emergency defined as 90 minutes or less notice, the district may assign a bus run to the first available CDL holder.
  - B. For the safety and security purposes of students and student athletes, drivers will immediately go to the pick-up site upon completion of their regular bided run.
  - C. When a driver takes a bus run outside of their regular bid run, the driver shall be guaranteed compensation equivalent to that which they would have received on their bid run, or actual hours worked on the extra bus run, whichever is greater.
  - D. In an effort to provide fairness and appreciation to those working bus run overtime, administration retains the right to remove any driver from taking overtime bus runs if a pattern of taking a run, then refusing to drive said run occurs.
  - E. Extra and overtime bus runs will be documented on the appropriate form provide by and returned to the Director of Operations or the Operations Assistant.

**ARTICLE XXVII**  
**Union Bulletin Boards**

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

1. Notice of recreational and social events
2. Notices of elections.
3. Notices results of elections.
4. Notices of meetings.
5. Notices of educational matters and school dates.

A copy of all notices and postings concerning the maintenance and cafeteria departments will be sent to the Union President.

Copies of employee letters of the job awards or denials will be sent to the Union President.

**ARTICLE XXVIII**

**Assistance in Assault Case**

- A. It shall be the responsibility of the Administrator to report all cases of assault, however rare, suffered by employees in connection with their employment to the Superintendent who, in turn, will notify the Board attorney.
- B. The Board attorney shall inform the employee of rights under the law and shall provide such information in a written document.
- C. The services of the Board attorney shall be made available to assist the employee whether said employee is acting as the plaintiff or defendant, as follows:
  - a. By obtaining from the police and from the Administrator relevant information concerning the alleged offenders.
  - b. By accompanying the employee in court appearances.
  - c. By acting in other appropriate ways as liaison between the employee, the police, and the courts.
- D. This assistance is intended to apply only to the criminal aspect of any case arising from such assault.
- E. Absences resulting from school-related assaults are not to be charged against sick leave and shall be paid for in full. Where, in the judgment of the Administration, verification of absence is necessary, such must be forthcoming.

**ARTICLE XXIX**

**Hospitalization/Medical Coverage**

1. Incompliance with the Patient Protection and Affordable Care Act, all members of AFSCME Local 142 working 30 to 39.99 hours per week are eligible for Health/Hospitalization Coverage for the individual employee. Employees will have the option of adding spousal and children at the full cost difference.
2. All employees working 40 hours per week will have the option to elect individual, two person or full family coverage.
3. As pertaining to #2 above, the Board agrees to pay the hard cap limit or 80% of the premium cost, as determined yearly by the board.
4. Dental and Vision Coverage will align with health coverage choice as in individual, two person or family at no cost to the employee.

The Union and the Board agree that the Board shall have the unilateral right, without negotiation, to annually change its health care contribution for its employees under this section from or to an 80% health care contribution, and from or to the hard cap limit contribution, provided for under Michigan Public Act 152 of 2011. The Board shall provide written notification to affected employees at least 90 calendar days prior to any such change.

Due to the size of the group the plan must be mutually agreed upon by the Board and the Union and equivalent to current Messa plans.

- A. The employee's hospital medical plan shall continue in effect for three (3) months after the date of layoff.
- B. Either party may reopen this article for the purpose of negotiating cost containment. Changes other than the Board's annual, unilateral election from or to 80% contribution, and from or to hard cap limits, as provided in Sections A and B above, must be mutually agreed to by the parties.
- C. Each employee who elects not to enroll in the group health insurance plan offered by the Board will receive monthly in-lieu of payments based upon the schedule below:

Number of Employees Participating in <u>In-Lieu Of</u>	Monthly In-Lieu of <u>Payment</u>	Annual Payment <u>Per Employee</u>
1-4	\$80	\$960
5	\$160	\$1,920
6	\$200	\$2,400
7+	\$240	\$2,880

Re-enrollment in the group health insurance plan shall be subject to the requirements of the health insurance carrier.

## **ARTICLE XXX**

### **Other Insurance Coverage**

#### **Section 1**

Those employees working thirty-two (32) hours or more per week shall receive the benefits as outlined in this section.

- A. The employer agrees to pay the full premium for term life insurance coverage, which is thirty-five thousand dollars (\$35,000). This coverage shall include a double indemnity clause if death occurs due to accidental cause.
- B. The Board agrees to pay the total premium cost for a group accident and sickness insurance with the following provision:
  - a. The weekly compensation shall be straight 70% of the individual's salary.
  - b. The above compensation shall be available to the individual for a period not to exceed sixty-three (63) weeks and shall not commence until after the individual's sick days have been used up.
- C. The Board shall provide Full Family coverage in the NVA Vision Plan, or an equivalent plan.
- D. The Board shall provide Full Family coverage in the AON Dental Plan, or an equivalent plan.
- E. Employees new to the bargaining unit on or after May 11, 2010 must work 40 hours per week to be eligible for the above benefits.

#### **Section 2**

Upon application for Workers' Compensation for an on-the-job injury, the Board agrees to pay the difference, if one exists, between the workers' compensation amount and the net weekly salary amounts for the period of twelve (12) months. Between months twelve (12) and twenty-four, the Board shall cease to pay the difference, if one exists, between the workers' compensation amount and the net weekly salary amounts. Any time required for recovery shall not be charged against the employee's sick leave. The Board's liability shall be terminated after twenty-four (24) months of benefits.

#### **Section 3**

Employees shall be reimbursed by the Board of Education for medical expenses incurred because of injuries suffered in line of duty to the extent injuries are not covered by insurance and not to exceed five hundred dollars (\$500.00).

#### **Section 4**

The Board agrees that employees should be reimbursed for theft, damage, and personal loss to the extent of not less than ten dollars (\$10) nor more than five hundred dollars (\$500), provided such loss is not covered by any other insurance and/or that negligence has not been involved, while in school or on official school business. Such loss must be verified to the employer in some satisfactory manner by the employee.

#### **Section 5**

The Board will offer a Flexible Spending Plan to cover out-of-pocket medical and child care expenses on a pre-tax basis.

**ARTICLE XXXI**  
**Work Rules**

Section 1. Work Rules

Establishing The Employer agrees to negotiate changes in existing work rules or the establishment of new work rules with the Union.

When existing rules are changed or new rules are established the Union shall be notified at least thirty (30) days in advance of posting. If the Union disagrees with the changed or new work rule, they shall request a meeting with the employer to attempt to reach mutual agreement on the rule. Any changed or new rules shall also be posted prominently on all bulletin boards for a period of ten (10) consecutive workdays before becoming effective.

Informing Employees The Employer further agrees to furnish each employee in the Bargaining Unit, with a copy of all existing work rules no more than thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

Enforcing Employees shall comply with all existing reasonable work rules that are not in conflict with the terms of this agreement provided the rules are uniformly applied and uniformly enforced.

Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules, shall be resolved through the grievance procedure beginning at step two.

Section 2

If Public Act 112 of 1994 is repealed or amended as it pertains to the subcontracting of non-instructional work, the parties shall meet to negotiate the change.

An emergency manager appointed under The Local Government and School District Fiscal Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided in The Local Government and School District Fiscal Accountability Act.

Section 3

In the event work schedules are changed due to the opening of previously closed classrooms, work adjustments will be mutually reviewed by the Union and Employer and modified where deemed necessary. Closed rooms will not be scheduled for cleaning.

Section 4

In the event a closed building is leased, every effort will be made to retain maintenance and custodial functions to protect employee job rights and seniority.

Section 5

- A. A Union representative shall report to the Director of Maintenance and Transportation for the purpose of correcting safety complaints.
- B. To promote safe practices, each building shall be equipped with the following for maintenance personnel:
  - a. A serviceable toolbelt.
  - b. Protective head gear.
  - c. Face mask.
  - d. Operators of tractor and grounds equipment shall be supplied with hearing protection equipment.
- C. Safety apparel for cooks will be made available.

**ARTICLE XXXII**  
**Job Descriptions/Rates for New Jobs**

Section 1

Job descriptions for all personnel covered by this Agreement shall be a part of this contract.

Section 2

When a new job is placed in a unit and cannot be properly placed in an existing classification, the employer will establish a classification and rate structure to apply. 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.

**ARTICLE XXXIII**  
**Reservation of Rights**

Section 1

The Union agrees that all rights and privileges vested solely in the Board of Education by the laws of the State of Michigan, with the exception of those rights, privileges and conditions of employment expressly, by implication or reference, incorporated into this Agreement, shall be reserved exclusively to the Board of Education.

Section 2

This Agreement has been negotiated and executed and shall be controlled by all applicable Federal and State Laws, including any amendments that may hereafter be made during the life of the Contract and wherever the terms of this Contract are found to be in conflict with the provisions of the Law, such portions shall be void. The parties hereto, agree to proceed to renegotiate such conflicting provision, or provisions. All remaining provisions of this Agreement will remain intact.



**ARTICLE XXXIV**  
**No Strike Clause**

Strikes

There shall be no strikes of any kind by the Union, its officers, representatives, and members, during the term of this Agreement. At no time, however, shall employees be required to act as strikebreakers or to go through picket lines.

Definition

The work "strike" shall be defined as a concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment.

**ARTICLE XXXV**

**Ratification**

The Union agrees to submit this Agreement to the employees of the Bargaining Unit covered by this Agreement for ratification by them. The Council No. 25 Representative and its Local 142 Union Officers will recommend to the employee that it be ratified.

**ARTICLE XXXVI**  
**Term of Agreement**

Section 1

This contract shall take effect as of October 11, 2021, and shall remain in force and effect until August 31, 2023. Sixty (60) days prior to the termination thereof as herein provided, either party may initiate negotiations for renewal and modification, or a new contract.

Section 2

Upon receipt of notice to negotiate, both parties shall enter into collective bargaining for the purpose of arriving at a just settlement. Notice must be by registered mail with return receipt requested.

Section 3

The expiration day may be extended by mutual consent of the parties.

IN WITNESS WHEREOF, the Allen Park Board of Education and AFSCME Local 142 have executed this Agreement by their duly authorized representatives for this period.

LOCAL 142, AFSCME COUNCIL 25

THE BOARD OF EDUCATION  
ALLEN PARK PUBLIC SCHOOLS

Robin Partrich  
Robin Partrich, President  
Date: October 11, 2021

Gordon Miller  
Gordon A. Miller, President  
Date: October 11, 2021

Serena Pippin  
Serena Pippin, Secretary  
Date: October 11, 2021

Sarah C. Filipiak  
Sarah C. Filipiak, Secretary  
Date: October 11, 2021

AFSCME Local  
142 -142B Pay Scale

3% ON SCALE - 21/22																
Steps	Skilled Mnt/Skilled Mechanic	Head Custodian	Lead Groundsman	Utility Groundsman	Custodian	Bus Driver		Steps	ParaPro	Skilled Para		Steps	Food Svs	Food Svs ServSafe	Kitchen Manager	Food Svs Driver
1	\$21.63	\$17.51	\$15.71	\$15.45	\$13.39	\$16.48		1	\$12.05	\$13.65		1	\$11.85	\$12.36	\$13.91	\$12.88
2	\$22.15	\$18.03	\$16.22	\$15.97	\$13.91	\$16.85		2	\$12.98	\$14.68		2	\$12.36	\$12.88	\$14.42	\$13.39
3	\$22.66	\$18.54	\$16.74	\$16.48	\$14.42	\$17.22		3	\$13.65	\$15.71		3	\$12.88	\$13.39	\$14.94	\$13.91
4	\$23.18	\$19.06	\$17.25	\$17.00	\$14.94	\$17.59		4	\$14.68	\$16.74						
5	\$23.69	\$19.57	\$17.77	\$17.51	\$15.45	\$17.96		5	\$15.71	\$17.51						
6	\$24.21	\$20.09	\$18.28	\$18.03	\$15.97	\$18.33										
7	\$24.72	\$20.60	\$18.80	\$18.54	\$16.48	\$18.70										
8	\$25.24	\$21.12	\$19.31	\$19.06	\$17.00	\$19.08										
9	\$25.75	\$21.63	\$19.83	\$19.57	\$17.51	\$19.45										
10	\$26.27	\$22.15	\$20.34	\$20.09	\$18.03	\$19.82										
11	\$26.78	\$22.66	\$20.86	\$20.60	\$18.54	\$20.19										
12	\$27.30	\$23.18	\$21.37	\$21.12	\$19.06	\$20.60										
3% ON SCALE - 22/23																
Steps	Skilled Mnt/Skilled Mechanic	Head Custodian	Lead Groundsman	Utility Groundsman	Custodian	Bus Driver		Steps	ParaPro	Skilled Para		Steps	Food Svs	Food Svs ServSafe	Kitchen Manager	Food Svs Driver
1	\$22.28	\$18.04	\$16.18	\$15.91	\$13.79	\$16.97		1	\$12.41	\$14.06		1	\$12.20	\$12.73	\$14.32	\$13.26
2	\$22.81	\$18.57	\$16.71	\$16.44	\$14.32	\$17.36		2	\$13.37	\$15.12		2	\$12.73	\$13.26	\$14.85	\$13.79
3	\$23.34	\$19.10	\$17.24	\$16.97	\$14.85	\$17.74		3	\$14.06	\$16.18		3	\$13.26	\$13.79	\$15.38	\$14.32
4	\$23.87	\$19.63	\$17.77	\$17.50	\$15.38	\$18.12		4	\$15.12	\$17.24						
5	\$24.40	\$20.16	\$18.30	\$18.04	\$15.91	\$18.50		5	\$16.18	\$18.04						
6	\$24.93	\$20.69	\$18.83	\$18.57	\$16.44	\$18.88										
7	\$25.46	\$21.22	\$19.36	\$19.10	\$16.97	\$19.27										
8	\$25.99	\$21.75	\$19.89	\$19.63	\$17.50	\$19.65										
9	\$26.52	\$22.28	\$20.42	\$20.16	\$18.04	\$20.03										
10	\$27.05	\$22.81	\$20.95	\$20.69	\$18.57	\$20.41										
11	\$27.58	\$23.34	\$21.48	\$21.22	\$19.10	\$20.79										
12	\$28.11	\$23.87	\$22.01	\$21.75	\$19.63	\$21.22										