

**AFSCME
LOCAL 142**

AGREEMENT

BETWEEN THE

ALLEN PARK BOARD OF EDUCATION

AND THE

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

2003-2007

**ALLEN PARK PUBLIC SCHOOLS
ALLEN PARK, MICHIGAN**

**ALLEN PARK PUBLIC SCHOOLS
AFSCME LOCAL 142
FOOD SERVICE/MAINTENANCE/TRANSPORTATION EMPLOYEES**

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AGREEMENT

This agreement made and concluded in the City of Allen Park this 8th day of December, 2003, 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, A.F.L.C.I.O., Council #25, representing Allen Park Food Service/Maintenance/Transportation Employees, Party of the second part, hereinafter called 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:
 - 1. Manage and control its business, its equipment, and its operation.
 - 2. Continue its rights, policies, and practices of assignment and direction of its personnel, and scheduling.
 - 3. Direct the working forces, including the right to hire, promote, discipline, transfer and determine the size of the work force.
 - 4. Determine the services, supplies, and equipment necessary to continue its operations.
 - 5. Adopt reasonable rules and regulations.
 - 6. Determine the qualifications of employees, including health conditions.
 - 7. Determine overall goals and objectives as well as the policies affecting the education programs.
 - 8. 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 2 - 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 3 – 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 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. 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.

ARTICLE 4 - 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 (2nd) 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 (10th) 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).

ARTICLE 5 - 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 this 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.

The President will be provided the complete minutes and agenda of all regular and special Board meetings at the same time as such minutes are distributed to others.

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 6 - STEWARDS AND ALTERNATE STEWARDS

Section 1.

One (1) Steward with Alternate at each individual location and shift where there are at least six (6) employees, except day shift where one (1) steward with alternate will represent this shift.

Cafeteria – one (1) steward with alternate
Bus driver – one (1) steward with alternate

Section 2.

The Stewards, during scheduled working hours, 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 of same. The Superintendent or the Superintendent's delegate authority will grant permission and provide sufficient time to the Stewards to leave their work for these purposes. The privilege of Stewards 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.

Stewards 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 a Steward, the President of the Union Local shall name an alternate Steward for the period of absence. A written notification shall be sent to the Superintendent or his designated assistant.

ARTICLE 7 - 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 8 - GRIEVANCE

Section 1. First Stage Grievance

- A. 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 Steward to discuss the alleged grievance. They 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;

- (1) by the aggrieved employee in person on the employee's own behalf, or
 - (2) by the aggrieved employee accompanied by the Union Steward, or
 - (3) through the Union Steward if the aggrieved employee so requests, or
 - (4) 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, the Union Steward, 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, the Union Steward, and to the aggrieved employee, if any.

Step Three

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 and/or receipt of the decision of the Arbitrator, and/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 9 - 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 10 - 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 Steward 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 Steward.

Section 3. Appeal Of Discharge And Discipline.

Should the discharged or disciplined non-probationary employee or the Steward consider the discharge or discipline to be improper, a grievance shall be presented in writing through the Steward 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 11 - SENIORITY APPLICATION

Section 1.

Seniority shall be applied as hereinafter provided, first within classification and finally, district-wide.

Seniority Application.

- A. When an employee moves from one classification to another classification, then said employee's seniority shall commence with the first day worked in the new group classification.
- B. An employee who has moved from one classification to another classification and subsequently moves back to the original classification, shall retain all seniority which said employee has accumulated in the School District.
- 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.

Section 2. Probationary Period.

- A. New employees hired into the unit from the outside shall be probationary employees for the first sixty-five (65) days worked.
- B. Upon completion of their probationary period, the employees shall attain seniority status, and their names shall be entered on the seniority list with their 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 12 - 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 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 on 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 13 - 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).
- (f) If the employee is on layoff for a period exceeding two (2) years or the duration of said employee's seniority at the time of the layoff, whichever is greater.

ARTICLE 14 - SHIFT PREFERENCE, TRANSFERS AND VACANCIES

- A. Employees should be given an opportunity to change shift when an opening arises, before any changes are made to fill such vacancy. Such shift openings shall be posted on bulletin boards for seven (7) consecutive calendar days, and written job bids in triplicate are required.

- B. If a decision is made to fill a vacancy, that position will be posted throughout the district, within seven days of becoming vacant, with written job bids in triplicate required for application. The Board will fill such position within fourteen (14) 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.
- C. All vacancies will be posted within seven working days after the position becomes vacant, due to resignation or termination, following the last day worked. 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.
 - D. Positions may be staffed on a temporary basis during the posting period.
 - E. In filling a vacancy, management agrees to fill such vacancy in accordance with the employee's seniority and his/her ability to perform the job. The decision for filling such vacancy rests with the Board of Education.

Transfer.

- A. A transfer is a lateral move within the same classification and at the same compensation. An employee will submit a written transfer request to another area, location and/or shift. Employees desiring to be transferred will present their requests to the Director of Personnel, or his/her designee, along with a copy to the Union President.
- B. Whenever a position becomes available in the requested area, location and/or shift, management agrees to select from among those employees who have requested a transfer in writing at least five (5) working days prior to the declared available position. Management will transfer such employee in accordance with seniority and the ability to perform within the classification, from those applying, per the above.
- C. Transfers normally will be on a voluntary basis. It is understood that the Employer has the right to assign its employees. If it is decided that management has to transfer an employee to a new assignment on a temporary basis, the Superintendent or his/her designee shall discuss the transfer with the employee.
The Union President will be party to such conference and will be given in writing immediately, the reasons why and the anticipated length of time of such transfer will be in effect. After which time, such employee will be returned to his/her former job title, classification, location and shift.

With the understanding in cases of leaves of absence because of illness, injury or educational, such employee may be transferred for the duration of such leave.

Other transfers will not exceed the duration of sixty (60) days unless the necessity of such extension is justified by management in a Special Conference with the Union.

ARTICLE 15 - SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, one (1) A.M., P.M., and Cafeteria Steward 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 16 - 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 17 - LAYOFF DEFINED

Section 1. Reduction In Staff (Layoff).

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

1. Probationary employees will be laid off first.
2. Seniority employees will be laid off according to 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.

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 for work within five (5) days from date of receipt of said notice of recall, he shall be considered as quit.

ARTICLE 18 - 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.

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 may 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.

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.

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 this 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. Employees on a tiered wage scale who are required to perform the duties of any other classification on a tiered wage scale shall be paid at the higher rate for that classification, at the same year-of-hire step.

Section 7.

Twenty five percent (25%) of the custodial/maintenance staff shall be required to have a Commercial Drivers License (CDL). If this requirement is not met, the least senior bargaining unit members will be required to secure a CDL, health permitting. All employees hired after October 1, 1996 will be required to have a CDL, health permitting.

ARTICLE 19 - 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 20 - LEAVE OF ABSENCE

Section 1. Personal Leave.

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 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 Leave.

- (a) All employees absent from duty due to sickness (personal or immediate family), injury or personal business shall be allowed full pay for a total of fifteen (15) days per school year.

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.

- (b) No employee shall be compensated for the workday or days preceding or succeeding a holiday, unless the employee reports to work. Exceptions to this clause will be limited to:
 1. Illness (personal or immediate family). The administration may request verification within three (3) days of such absence.
 2. Vacation days.
- (c) Sick leave days shall accumulate to two hundred (200) days, or to a maximum of sixteen hundred (1600) hours.
- (d)
 1. 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).
 2. 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.

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 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 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 by the employment of a substitute.
- 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 be replaced with a substitute and may return to the same job.
- D. If the employee is unable to return to work after the temporary leave, the unpaid leave will be automatically extended to one (1) year, effective from the first day of the temporary leave, and the employee shall return to work at the end of the leave of absence.

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 case of in-laws other than those specified in Section 5(A) above, and distant relatives. 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 21 - 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 may be shorter, and upon their return shall be re-employed at their previous assignment with accumulated seniority.

ARTICLE 22 - 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	\$250.00
16 years	\$310.00
17 years	\$370.00
18 years	\$430.00
19 years	\$490.00
20 years	\$550.00

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 23 - 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 classification.

Section 2.

The first shift is any shift that regularly starts on or after five (5) a.m. but 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 a 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 summer and 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.

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.

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 and the ability to perform the work required. Lists showing overtime distribution shall be compiled on July 1" of each year, and overtime accumulated prior to such date shall be considered to be equalized. For purposes of overtime distribution, an employee who refuses to work or fails to report to work overtime, shall be charged with such overtime as though worked. Bimonthly the Local Union President and the Stewards, along with the Director of Building & Grounds, will review the overtime records and insofar as it is possible, the management shall attempt to equalize any imbalance that may exist by the next quarter.

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 plow will receive time and one-half plus an additional fifty cents (.50) an hour. 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) hours 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. Employees who voluntarily work overtime on weekends and holidays will also automatically receive compensatory time in lieu of overtime pay.

Compensatory time may be banked but must be used by the end of the quarter, except that up to sixteen (16) hours may be carried over from quarter to quarter. Compensatory time earned during the last two weeks of a quarter can be carried over and used in the next quarter.

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. If the Employer does deny use of compensatory time and the employee is unable to use it during the

quarter, the employee will be allowed to carry it over into the next quarter. 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 shall 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 (1½) for all hours worked in excess of eight (8) in one day or forty (40) in one week. Drivers shall be paid at the overtime rate of time and one half (1½) for all Saturday work.
- 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 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 effect 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. The employee that reports for work shall be granted a compensatory day to be determined by management. Employees who report for work on act of God days for the purpose of snow removal will be paid at the rate of time and one-half for all hours actually worked. If the employees do not work the number of hours equal to their full regular shift they will be paid for hours constituting the difference at their regular rate of pay.

Section 8.

- A. Employees shall be entitled to the following holidays without loss of pay: New Year's Day, Good Friday, Monday after Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, December 24th, Christmas Day, and the day before New Years. Cafeteria employees and bus drivers shall be paid for Labor Day and/or July 4th if they report the day before or 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. When Memorial Day falls on a Saturday or Sunday, instead of added days for the holiday, compensatory time shall be granted for that day. When Christmas or New Years falls upon a Monday, the succeeding day shall be a general holiday, provided that the school calendar does not include these days as an attendance day. In such case, the above will not apply.
- 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 cents (.20) per hour shift premium while working such shift.

Section 11. Uniform Allowance.

The Board of Education will furnish all employees with three (3) uniforms and one (1) pair of safety shoes per year (if safety shoes are an OSHA requirement). Mechanic will receive five (5) uniforms per year. Each uniform will consist of a shirt and pants, to be selected annually by the Administration in consultation with the Union. An employee may opt to order different items of work clothing, subject to approval, not to exceed the total dollar amount of the uniform allowance for that year.

A \$50.00 allowance will be furnished for all employees for one (1) pair of safety shoes (if required) per year. Union members will assist management in selection of safety shoes.

Section 12. Winter Recess.

During 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.

Section 13. Food Service Certification.

Cafeteria workers who complete the Serv-Safe Sanitation Certification course and pass the associated certification tests will be paid an hourly premium of \$.20 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. Within the two weeks prior to the first student day of a new Allen Park school year, a round robin job bid will be held for all runs. A second round robin job bid will be held for all runs on the Friday of the week of the Michigan Department of Education SE-4159 Bus Log.
- 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.

ARTICLE 24 - VACATIONS

Section 1.

- A. New twelve (12) month employees shall earn one (1) day per month up to ten (10) working days for vacation for the first school fiscal year.
- B. Thereafter, the employee will earn 1/12 of vacation time per month worked.
 - 1. At the completion of one (1) year and through the completion of six (6) years - 10 days.

2. At the completion of seven (7) years and through the completion of thirteen (13) years - 15 days.
 3. At the completion of fourteen (14) years - 20 days.
 4. At the completion of fifteen (15) years and through the completion of each succeeding year - 22 days.
- C. 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 that summer. Any anniversary date falling after July 31st, the individual shall move to the next appropriate vacation schedule the following summer.
- D. 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 hired after January 1, 1970, and working twenty-two (22) hours or more per week, are eligible for vacation benefits. Employees hired after January 1, 1970 and working less than twenty-two (22) hours per week, are not eligible for any vacation benefits.
- E. 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.
- F. Any employee who leaves the 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.
- G. 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 periods shall be given to the Director of Buildings & Grounds by April 1st of each year. Seniority employees are to be given preference.
- 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.
- C. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the 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 25 - JOB CLASSIFICATION

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

MAINTENANCE:

1. Skilled Maintenance
Skilled Mechanic

2. Head Custodian
3. Utility/Groundsman
4. Custodian
5. Bus Driver

CAFETERIA:

1. Kitchen Manager
2. Cafeteria Workers and Cashier

Maintenance or Cafeteria work will not be performed by Supervision, except in emergency, but shall supervise and assist in training.

AFSCME shall provide management with the appropriate number of bus drivers to serve as substitutes in the absence of regular drivers. Seniority shall be a factor in determining who is required to drive.

All jobs shall be posted within seven (7) days of vacancy.

ARTICLE 26 - 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. On holidays which fall within three (3) days prior to a regular pay date, the checks will be predated and given on the last day before the holiday.
- D. All overtime pay must be authorized by an Administrator.
- E. Employees will be reimbursed for the use of their cars at a mileage rate of twenty-five cents (.25) per mile for all authorized school business with a minimum of thirty cents (.30). The Board shall provide liability insurance protection for employees when their personal automobiles are used for authorized school business.
- F. Necessary Chauffeur's licenses shall be paid for by the school district.
- G. Vacation checks are to be issued before vacation begins and all checks are to be predated.
- H. The Board shall pay for Boiler licenses and their renewal every year.
- I. 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.

Payroll Deductions.

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

1. Hospitalization Insurance - first pay of each month.
2. Savings Bonds - every pay. In months that have three (3) pay periods, only two (2) deductions will be made.

3. Credit Union - every pay. Authorization to be given by member on form provided by the Credit Union or the Business Office, for one (1) fiscal year.
4. Organization Dues. Authorization to be given by each member for deduction of organizational dues on a form provided by the organization.
5. United Way.
6. Public Employees Organized to Promote Legislative Equality (PEOPLE) Deductions. Authorization to be given by each member for deduction for PEOPLE 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. Drivers will be paid for an additional 25 minutes each time they fuel a bus. Drivers will turn in a receipt from the gas station each time they fuel a bus, and document that they have fueled a bus via their time sheet.
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. Compensation for athletic runs and field trips will be determined by trip sheets. Reporting and pick up times will be specified on these forms. At the end of the athletic run/field trip the driver will punch out directly on the trip sheet.

ARTICLE 27 - 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. Notices 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 28 - 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:
 - 1. By obtaining from the police and from the Administrator relevant information concerning the alleged offenders.
 - 2. By accompanying the employee in court appearances.
 - 3. 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 29 – HOSPITALIZATION / MEDICAL COVERAGE

Section 1.

The employer agrees to pay the full premium for hospital-medical coverage for the employee and the employee's family.

- A. Employees working twenty-five (25) hours or more per week shall receive benefits as listed above. Employees working less than twenty-five (25) hours per week shall not be eligible for the benefits listed above.
- B. The employee's hospital medical plan shall continue in effect for three (3) months after the date of layoff.
- C. Either party may reopen this article for the purpose of negotiating cost containment. Any changes to the coverage(s) must be mutually agreed to by the parties.
- D. For those employees electing not to enroll in the group health insurance plan offered by the Board of Education, the Board agrees to pay directly to the employee one hundred dollars (\$100.00) for each month the employee elects not to be enrolled in the plan. Re-enrollment in the group health insurance plan shall be subject to the requirements of the health insurance carrier.

ARTICLE 30 - OTHER INSURANCE COVERAGE

Section 1.

Those employees working twenty-five (25) 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:
 - 1. The weekly compensation shall be straight 70% of the individual's salary.
 - 2. 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 MEBS Vision Plan, or an equivalent plan.
- D. The board shall provide Full Family coverage in the MEBS Dental Plan, or an equivalent plan.

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. 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 expense incurred because of injuries suffered in line of duty to the extent such 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 31 - 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 rules that are not in conflict with the terms of this agreement provided the rules are uniformly applied and are 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 3.

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

Section 4.

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 5.

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 6.

All employees engaged in the summer maintenance programs, excluding building head custodians, will have the opportunity to submit requests for assignments. These requests will be considered on a seniority basis.

Section 7.

- 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:
 - 1. A serviceable tool belt.
 - 2. Protective head gear.
 - 3. Face mask.
 - 4. Operators of tractor equipment shall be supplied with hearing protection equipment.
- B. Safety apparel for cooks will be made available.

Section 8.

Head custodians will not be pulled from their regular shifts to cover bus runs.

ARTICLE 32 – 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 33 - 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 34 - 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 word "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 35- 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 36 - TERM OF AGREEMENT

Section 1.

This contract shall take effect as of July 1, 2003, and shall remain in force and effect until June 30, 2007. Sixty (60) days prior to the termination thereof as herein provided, either party may initiate negotiations for renewal and modification, or a new contract. The first year of this agreement will include a two percent (2%) wage increase. There will be wage re-openers for the 2004-05, 2005-06, and 2006-07 school years.

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 date may be extended at termination by mutual consent of the parties.

IN WITNESS WHEREOF the School Board has executed this Agreement by their duly authorized Representative for this period.

LOCAL 142, A.F.S.C.M.E COUNCIL 25

BOARD OF EDUCATION
ALLEN PARK PUBLIC SCHOOLS

President

President

Secretary

Secretary

Representative

FOOD SERVICE/MAINTENANCE/TRANSPORTATION
WAGE SCHEDULE

	2003-04
Skilled Maintenance/Mechanic	\$23.24
Head Custodian - Middle/High School	\$19.53
2000-01 Hire	\$18.53
2001-02 Hire	\$17.53
2002-03 Hire	\$16.53
2003-04 Hire	\$15.53
Head Custodian – Elementary	\$18.37
2000-01 Hire	\$17.37
2001-02 Hire	\$16.37
2002-03 Hire	\$15.37
2003-04 Hire	\$14.37
Utility/Groundsman	\$17.25
2000-01 Hire	\$16.25
2001-02 Hire	\$15.25
2002-03 Hire	\$14.25
2003-04 Hire	\$13.25
Custodian	\$16.95
2000-01 Hire	\$15.95
2001-02 Hire	\$14.95
2002-03 Hire	\$13.95
2003-04 Hire	\$12.95
Bus Driver	\$16.10
Cook	\$12.80
Cafeteria Worker	\$11.27

PERFECT ATTENDANCE STIPEND

12 month - \$200.00
9 1/2 month - \$100.00