

Master Agreement

Between

Hopkins Public Schools

And

**Hopkins Public Schools
Mechanics, Custodial, Maintenance and Secretarial Employees
Chapter of Local #2628
Affiliated With Michigan Council #25
American Federation of State, County
And Municipal Employees, AFL-CIO**

Effective: July 1, 2007

Termination: June 30, 2010

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AFSCME AFL-CIO

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AGREEMENT

This Agreement entered into on this ____ day of August 2007, between the Hopkins Public Schools (hereinafter referred to as the "EMPLOYER") and the Hopkins Public Schools Mechanics, Custodial, Maintenance and Secretarial Employees chapter of Local #2628, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as 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 and maintaining effective schools for 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.

RECOGNITION

- (a) 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, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

"All full-time and regular part-time Mechanics, Custodial, Maintenance, Bus Washer/Cleaner and Secretarial employees of Hopkins Public Schools, including any CETA employees that may be employed in these classifications, but excluding supervisors and all other employees, also excluding any seasonal employee hired for a period of ninety-five (95) days or less."

- (b) Seasonal Help. Seasonal or casual or temporary employees may be employed by the Employer.
- (c) Temporary Employees. The period of employment of these temporary employees may not exceed ninety-five (95) calendar days, except as needed to cover an approved absence, and in such event, the extension shall not occur until after a discussion of the need in Special Conference. It is understood and agreed that the provisions in this Agreement, entered into between the parties, do not apply to these temporary employees;

it being further agreed that these employees will not be used to displace regular employees. Temporary employees may be used during layoff, provided any employees on recall are given first opportunity to perform the temporary work. Temporary employees may also be used while bargaining unit members are working reduced hours, provided that unit employees who are working reduced hours, and who are available to work the temporary duties, are provided the first opportunity to perform the temporary work. In the event a temporary employee is promoted to a regular position, time worked as a temporary employee since the last date of hire shall count towards establishing their seniority date, provided the time worked was continuous or no more than 30 workdays occurred between the temporary and regular position.

It is understood that subsections (b) and (c) do not apply to secretarial employees.

ARTICLE 1. BOARD OF EDUCATION RIGHTS

Nothing in this Agreement constitutes a waiver of the Board's rights and responsibilities to create and maintain effective schools that reflects its educational policies and its public's wishes. Therefore, the Board retains unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law (including but not limited to the Michigan Revised School Code and PERA) and the Constitutions of the State of Michigan and the United States.

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment and the operations, and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days, but not in conflict with the specific provisions of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge, for cause employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees.
4. Determine the services, supplies, and equipment necessary for its operations and to determine the methods, schedules and standard of operation, the means, methods, and processes of carrying on the work or changes therein, the institution of new and/or improve methods or changes therein.

5. Adopt reasonable rules and regulations, and uniformly enforce same after said rules and regulations have been posted for ten working days and a copy provided to the Union President or Chapter Chairperson ten working days prior to posting;
6. Determine the qualifications of employees, including the essential functions of positions. Require medical examinations at Board expense by a licensed health care professional approved by the Board in accordance with applicable law.
7. Determine the number and location or relocation or its facilities, including the establishment or relocations or new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions building or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials, and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided in this Agreement.
11. Determine the policy, the selection, testing or training of employees, providing, that such selection shall be based upon lawful criteria.

The exercise of the foregoing rights, authority of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 2. PROSCRIBED ACTIVITY

- (a) The Employer will not 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.
- (b) The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slow down, strike, or engage in similar activity against the Employer. The Employer agrees that for the same period there will be no lockouts.

ARTICLE 3. UNION SECURITY AGENCY SHOP

(a) Employees covered by this Agreement shall not be required to become members of the Union. As a condition of employment, however, all employees in the collective bargaining unit covered by this Agreement shall either (a) become a member and pay to the Union the initiation fees and periodic dues that are the obligations of Union members or (b) pay to the Union the appropriate periodic service fees computed in accordance with AFSCME's Notice To All Non-Member Employees Paying Agency Fees and AFSCME's Hudson Procedures. The employee's obligation is effective on the thirty-first calendar day following the date of employment, the effective date of this Agreement, or the date on which this Agreement is signed, whichever is later.

(b) Employees, hired, rehired, reinstated or transferred into bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union required for membership the duration of this Agreement, commencing the thirty-first calendar day following the beginning of their employment in the unit.

(c) To the extent permitted by law, the Union agrees to defend, and save the Board harmless from any monetary damages which may be incurred as a result of the implementation of this Agreement, that any and all cost, including witness and attorney fees which may be incurred by the district as well as damages, shall be paid by the Union. Likewise, to the extent permitted by law, the Union agrees to defend, indemnify and save the Board harmless from any lawsuit or damages arising from the dismissal of an employee caused by the implementation of the agency shop clause.

ARTICLE 4. DUES CHECK OFF

(a) The Employer agrees to deduct from the wages of any employee all Union membership dues and service fees uniformly required, as provided in a written authorization in accordance with the standard form supplied by the Union to the Employer herein, provided that the said form shall be executed by the employee, and provided that the Union provides its notice to agency fee payers.. The written authorization for union dues or service fee deduction shall remain in full force and effect during the period of this contract. If an employee is not receiving wages, the Employer will notify the Chapter Chairperson and AFSCME Local 2628 Treasurer in writing. When the employee is not receiving wages, the Employer's obligation to withhold dues or service fee is suspended until the employee again receives wages.

(b) Dues and service fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certification by the Secretary/Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues.

(c) The Union, through their Secretary/Treasurer, shall notify the Business Office payroll clerk of dues and service fees to be deducted within five (5) days of ratification of this Agreement. Any changes in amounts to be deducted shall be conveyed in writing to the Business Office payroll clerk not later than seven (7) work days prior to a payday.

(d) Voluntary P.E.O.P.L.E. Checkoff

The Employer will deduct from the wages of any employee who is a Union member a PEOPLE deduction, provided the employee has voluntarily signed a card authorizing such deduction in a form acceptable to the Employer. The employee must be advised in writing by the Union that the deduction is entirely voluntary and that s/he may revoke the authorization at any time upon proper written notice to the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by such remittance.

(e) Objections Policy

Pursuant to *Chicago Teachers Union v. Hudson*, 106 S Ct 1066 (1986), the Union has established a Hudson Procedure. That Procedure and all related procedures (including the timetable for payment) pursuant thereto applies only to non-union bargaining unit members. Unless, and until, the procedures in that policy, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by any objecting bargaining unit member concerning the application and interpretation of this Article or Article 3 shall be subject to the grievance procedure set forth in this Agreement.

ARTICLE 5. REMITTANCE OF DUES AND FEES

(a) When Deductions Begin. Check-off deductions under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to such address designated, to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifteenth (15th) day of the month following the month in which they were deducted.

(c) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

ARTICLE 6. UNION REPRESENTATION

(a) Stewards, Alternate Stewards, and Unit Chairmen. The employees covered by this agreement will be represented by two (2) Stewards. One Steward shall represent all Mechanics, Custodial and Maintenance, and one Steward shall represent secretarial employees. The Unit Chairperson shall represent all unit employees. The employer shall receive a typed list of union officers, Stewards and alternates by July 15 of each year, and within ten (10) working days of any election.

1. The Stewards during their working hours, after first obtaining approval from their supervisor, without loss of time or pay, may investigate the present grievances to the employer during working hours.
2. The Unit Chairmen, after first obtaining approval from their supervisor, shall be allowed the necessary time off during working hours without loss of pay or time to investigate and present grievances to the Employer in accordance with the grievance procedure.

(b) Union Bargaining Committee. Employees covered by this Agreement will be represented in negotiations by five (5) representatives (Chapter Chairperson and two (2) representing Mechanical, Custodial and Maintenance, and two (2) representing Secretaries).

ARTICLE 7. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the 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 Union and two (2) representatives of Management. Arrangements for such special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. This meeting may be attended by representatives of the Council and/or representatives of the International Union. The members of the Local Union shall not lose time or pay for time spent in such special conferences, provided the conference is agreed to by the Employer.

(b) The Union representative may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference, providing that it does not interfere with their normal working hours and provided the representative notifies the building administrator or Administrative Offices in advance of the meeting.

ARTICLE 8. GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the Grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. A grievance shall be an alleged violation of the expressed terms of this contract.

A written grievance should contain the following:

1. The signature of the grievant or grievants
2. The specifics including the facts giving rise to the alleged violation
3. The section or subsections of this contract allegedly violated
4. The date of the alleged violation
5. The relief requested

Any employee having a grievance shall present it to the Employer as follows:

Step 1. An employee with a grievance shall discuss the grievance, with or without a Steward, with the immediate supervisor within ten (10) regularly scheduled working days of the alleged occurrence. The immediate supervisor shall give a verbal answer, documented in writing, within five (5) working days of such discussion, both to the Grievant and the appropriate Steward.

Step 2. If the answer at Step 1 is not satisfactory, the grievance shall be presented, in writing, by the Steward within five (5) working days of the Step 1 answer. The immediate supervisor shall sign and date the Steward's copy of the grievance upon receipt. The immediate supervisor shall answer the grievance, in writing, within five (5) working days of receipt of the grievance. The supervisor shall accept, deny, refute, or add to any facts presented by the Union at either Step 1 or Step 2 Hearings in his answer. The Steward shall sign and date the immediate supervisor's copy of the grievance upon receipt.

Any written grievance not substantially in accordance with the requirements of this Article may be referred back to the Union to meet the requirements. Such a referral on the part of the Employer, however, would extend the time limit for five (5) working days after the date of the referral.

Step 3. If the answer at Step 2 is not satisfactory, the grievance shall be presented, in writing, by the Chapter Chairperson to the Superintendent or designee within five (5) working days after the Step 2 answer. The Superintendent or designee shall sign and date the Chapter Chairperson's copy upon receipt. The Superintendent, and/or his designated representative(s), shall meet with the Union, and a representative of Council 25, within five (5) working days after receipt of the grievance, for the purpose of attempting to resolve the dispute. However, except in extenuating circumstances, the unavailability of the Council representative will not normally delay the Step 3 meeting unless the parties otherwise agree. The Superintendent or designee shall answer the grievance, in writing within five (5) working days after such meeting, providing a copy to the Council 25 Representative. The Chapter Chairperson shall sign and date the Superintendent's or designee's copy of the grievance upon receipt.

Any grievance not answered within the time limits by the District may be processed to the next step of the grievance procedure, and any grievance not appealed by the Union within the time limits shall be deemed withdrawn by the Union. However, the parties may only agree in writing to suspend or extend the time limits at any step of the grievance procedure.

Step 4. If the answer at Step 3 is not satisfactory, the grievance shall be referred to Michigan Council #25, AFSCME, AFL-CIO. In the event Michigan Council #25, AFSCME, AFL-CIO should determine that the Step 3 answer should be appealed, it shall notify the Employer in writing within thirty calendar days of the Step 3 answer. The parties shall attempt to select an Arbitrator on an ad hoc basis. If the parties cannot agree on an Arbitrator, they will select one pursuant to MERC or AAA. The Arbitration Hearings shall be conducted in accordance with the rules of the American Arbitration Association.

The Arbitrator shall base his decision on the express terms of this Agreement. The Arbitrator's decision shall be final and binding on the Union, the Employer and the grievant(s)/employee(s). The expenses of the Arbitrator shall be paid by the losing party shared equally between the District and the Union, except that each party shall assume its own cost for representation including any expense of witnesses. However, no unit employee shall lose time or pay for participating in grievance meetings with the Employer or the arbitration procedure. However, all investigations will be processed at times which don't interfere with assigned duties, unless approved by Superintendent or designee.

Only one grievance may be processed to and heard by any one Arbitrator at any one time unless, it is otherwise agreed to in writing between the parties.

Powers of the Arbitrator

Powers of the arbitrator are subject to the following limitations:

1. S/he shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
2. S/he shall have no power to establish salary scales or interpret anything but this contract without the mutual consent of the parties.
3. In rendering decisions, the arbitrator shall give due regard to the responsibilities of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
4. S/he shall have no power to issue an award on any claim for which there is another forum established by law.
5. If either party disputes the procedural arbitrability of any grievance under terms of this Agreement, the arbitrator shall have no jurisdiction to decide the grievance until the

procedural arbitrability has first been determined by the arbitrator. Substantive arbitrability questions may be submitted by mutual agreement.

EXCLUSIONS

The following matters are not subject to the arbitration procedure:

1. The qualifications established by the Employer in the job description.
2. The discipline or termination of probationary employees.
3. Any grievance that is untimely.
4. The content of an evaluation.

Individual Adjustment

Nothing in this Agreement precludes an individual from presenting a concern or grievance and having the concern or grievance adjusted without the Union, provided the adjustment is not inconsistent with this Agreement, and the Union is given an opportunity to be present at any adjustment conference. The Union, and not the individual employee, has sole discretion over proceeding to arbitration.

ARTICLE 9. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned. Unemployment compensation shall be deducted from any back pay award.

ARTICLE 10. DISCHARGE AND SUSPENSION

- (a) Notice of Discharge or Suspension. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, by certified mail, return receipt requested, the employee and his Steward of the discharge or suspension. Said notice shall contain the specific reasons for the discharge or suspension.
- (b) The discharged or suspended employee will be allowed to discuss the discharge or suspension with his Steward and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the Steward.
- (c) Appealing a Discharge or Suspension. Should a discharged or suspended non-probationary employee and the Steward consider the discharge or suspension improper, it shall be submitted at Step 4 of the grievance procedure within five (5) working days of the action. Probationary employees do not have the right to grieve disciplinary action.

- (d) Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infraction which occurred more than two (2) years previously, except that the Employer may consider felonies and conduct subject to 1996 PA 189, the unprofessional conduct statute, regardless of the time interval.
- (e) The supervisor shall make every effort to discuss unsatisfactory work practices and the means of correction with an employee before recommending their discharge or suspension to the Superintendent. In the event the employee so requests, such discussions shall be in the presence of the employee's Steward.
- (f) A written evaluation shall be made by the immediate supervisor each year by June and on file with the Superintendent's Office by July 1, unless the supervisor and employee otherwise agree in writing to a different date. The evaluation shall be discussed with the employee and signed by the employee.

ARTICLE 11. SENIORITY. PROBATIONARY EMPLOYEES.

- (a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) calendar days prior to the day he completes the probationary period. There shall be no seniority among probationary employees. By mutual written agreement the above probationary period may be extended up to an additional ninety (90) calendar days. Employees hired between June 1 and July 31, must work at least 30 school days before the probationary period is completed. When such employees satisfactorily complete the probationary period, the seniority date shall be the first day of work. If the probationary period exceeds 90 calendar days pursuant to this paragraph, any wage increase will be retroactive to the 91st day.
- (b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Recognition of this Agreement, except the discharge and discipline of such employees for other than Union activity. Probationary employees may be disciplined up to and including termination without recourse to the grievance/arbitration procedure.
- (c) Seniority shall be the length of continuous service on an employer-wide basis in a full or part time bargaining unit position, in accordance with the employee's last date of hire, since which he has not quit, retired or been discharged for good reason. Effective July 1, 2002, employees must work at least 1200 hours per year to obtain a full year seniority; employees who work less than 1200 hours per year shall receive one half year seniority credit. Seniority shall be accrued by classification based on assignment: 1. Custodial/Maintenance; 2. Custodial; 3. Mechanic; 4. Secretarial. Employees simultaneously working in more than one classification shall receive seniority in that classification on a pro rata basis. Seniority earned in one classification shall be preserved. An employee who transfers to a different classification shall

retain the seniority earned in the original classification. There shall also be a seniority list for the bargaining unit. In the event of a tie, position on the seniority list will be determined by the last four (4) digits of each employee's Social Security Number with the lowest four digit number ranked first.

(d) In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and his/her rights and responsibilities thereunder, the Employer will allow the Local Union President, Chapter Chairperson, or area Steward an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Local union's jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the worksite and at a time agreeable to management and for no more than thirty (30) minutes.

ARTICLE 12. SENIORITY LISTS.

(a) Seniority shall not be affected by the age, race, sex, marital status or dependents of the employee. Whenever the male pronoun is used herein it shall also be deemed to include females.

(b) The Board will send a copy of the seniority list to the Chapter Chairperson on or before November 1 of each year. The list will be posted five (5) working days after November 1. Within ten (10) working days after posting, objections to the list shall be filed. If no objections are filed, the list shall be considered accurate and no untimely objections shall be considered. The list will show the date of hire, names, addresses, and job titles of all employees of the unit entitled to seniority.

(c) The employer with input from the bargaining unit will prepare a seniority list, and will provide the chapter chairperson and Michigan Council #25, AFSCME, AFL-CIO with an up-to-date copy of July 1 of each year, and notification as changes occur.

ARTICLE 13. LOSS OF SENIORITY.

An employee shall lose his seniority for the following reason only:

- (a) He quits or retires.
- (b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) He is absent for three (3) consecutive working days without notifying the Employer.
- (d) If he does not return to work when recalled from layoff as set forth in the recall procedure.

- (e) If an employee fails to return from an approved leave of absence on the scheduled date of return, and the employee has failed to obtain approval of an extension of the leave before the scheduled date of return.
- (f) Subject to Article 47, transfer to a non-bargaining unit position or promotion to a supervisory position. In proper cases the Employer may make exceptions.

ARTICLE 14. VACANCIES AND PROMOTIONS.

Custodial, Maintenance, Mechanics

If a Custodial, Maintenance, or Mechanic employee is advanced to another position and the wages are higher than the previous position, the higher rate becomes effective immediately. If the employee transfers back to the original position, the rate shall revert to the previous wage scale.

All vacancies or newly created positions shall be filled on the basis of seniority and qualifications. Job criteria (qualifications) shall be determined by the District. Newly created positions shall be subject to Article 17, "Rates for New Jobs and/or Classifications."

Such employees will be permitted satisfactory try-out periods in a new position. (Minimum try-out: five (5) working days; maximum try-out: thirty (30) working days). After thirty (30) working days, employee has the appointment.

- (a) During the trial period, employees will receive the rate of the job they are performing.
- (b) Employees required to work in a higher classification shall be paid the rate of the higher classification.
- (c) When the Board determines vacancies exist, said vacancies for existing or new jobs shall be posted in each building for five (5) working days before being permanently filled.
- (d) Internal positions posted and bid, shall be awarded within ten (10) calendar days of the bid closing.

Secretarial Employees

Vacancies shall be filled on the basis of experience, competency, qualifications, length of service in the District and other attributes identified by the Board. Internal candidates will be interviewed before external candidates. New hires shall be determined in the sole judgment of the Board and administration who shall have the final say on who is hired for the position. Secretarial employees will be permitted a satisfactory tryout period in a new position. Secretarial vacancies that occur after the end of the first semester shall be posted, but if filled by

an internal candidate, the assignment will not begin until the next school year. The tryout for Secretarial employees will be 30 consecutive student days or working days as applies. Subsections (a), (b) and (c) of Article 14 shall apply to tryouts.

For vacancies that occur during the first semester, internal candidates awarded the bid shall be advised within ten (10) calendar days, but will be assigned no later than the beginning of the next semester, at the District's discretion.

ARTICLE 15. ATTENDANCE.

(a) Absences. The Board of Education expects employees to be able to perform the essential functions of the assigned positions; to be on the job without numerous absences and/or erratic or suspicious attendance patterns is an essential function. Employees failing to establish acceptable attendance patterns shall be subject to the following disciplinary action:

1st Warning - Verbal

2nd Warning - Written Reprimand

3rd Warning - One (1) day disciplinary suspension without pay.

4th Warning - Three (3) days disciplinary suspension without pay.

5th Warning - Dismissal of employee or suspension of employee, whichever is deemed appropriate by Supervisor and Superintendent.

Employees who consistently use or exceed all allotted sick leave days may be subject to discipline for excessive absenteeism, as well as employees who misuse such days.

(b) Tardy. The Board of Education will establish reasonable hours of work. Employees failing to follow these regulations shall be subject to the following disciplinary action:

1st Warning - Verbal

2nd Warning - Written Reprimand

3rd Warning - One (1) day disciplinary suspension without pay.

4th Warning - Three (3) days disciplinary suspension without pay.

5th Warning - Dismissal of employee or suspension of employee, whichever is deemed appropriate by Supervisor or Superintendent.

(c) Notwithstanding anything else in this Agreement, the District may take appropriate action, including termination of an employee with unacceptable overall attendance, regardless of the reason for absences. Paid sick leave is solely for the purpose of providing employee protection against financial loss.

ARTICLE 16. VETERANS. REINSTATEMENT OF.

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE 17. RATES FOR NEW JOBS AND/OR CLASSIFICATIONS

When a new job or job classification is created, or several job descriptions consolidated into one, the Employer will notify the Chapter Chairperson in writing of the description and rate range it has assigned to the position prior to its becoming effective. If the Union disagrees with the rate range assigned, during the first thirty (30) calendar days after notice, the Union may initiate negotiations about the rate range. If the Union does not initiate negotiations, the rate assigned shall become permanent.

ARTICLE 18. JURY DUTY.

An employee who serves on jury duty will suffer no loss of pay from being off work and will be paid the difference between his pay for jury duty and his regular pay, provided the employee gives management sufficient advance notice and the employee promptly returns to work upon his release by the Court each day.

ARTICLE 19. SAFETY COMMITTEE.

A Safety Committee of employees and Employer representatives is hereby established. This committee shall consist of the Stewards, Unit Chairperson and representatives of the Employer. The committee shall meet on a regular basis as established by mutual agreement for the purpose of making recommendations to the Employer. The Employer and employee agrees to comply with all Michigan Occupational Safety and Health Act Regulations that may apply to bargaining unit work or environment.

ARTICLE 20. WORKERS' COMPENSATION. ON-THE-JOB INJURY.

Each employee will be covered by the applicable Workers' Compensation laws. Prior to returning to work, after a Workers' Compensation related injury, the employee must furnish the employer a notice from his/her doctor that his return to work will not affect him in an adverse manner.

Employees may use any sick leave, vacation leave, or personal days for Workers' Compensation leave by turning over to the employer Workers' Compensation pay. The employee shall sign the

Workers' Compensation check over to the Hopkins School District and deliver the check to the business office.

ARTICLE 21. WORK PERFORMED BY SUPERVISORS.

Supervisory employees are employees of the Board; and as such, may be assigned to work duty as needed. Need is determined by the Employer or his designee. However, supervisory employees shall not be regularly assigned to perform work that is normally performed by bargaining unit employees.

ARTICLE 22. UNION BULLETIN BOARDS.

The Employer will provide one (1) bulletin board in each building which may be used only by the Union for posting notices pertaining to Union business.

ARTICLE 23. TEMPORARY ASSIGNMENTS.

(a) Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the minimum requirements for such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy, provided, however, regardless of the number of hours worked, the employee will receive the higher rate for at least the balance of the shift.

The above language is not applicable to Secretarial employees. If a secretary is temporarily assigned by the District to a higher rated position to cover an absence due to vacation, illness, etc., the higher rate will be paid for hours worked in the temporary vacancy.

ARTICLE 24. WORKING HOURS. SHIFT PREMIUM AND HOURS

Custodial, Maintenance and Mechanic

(a) Employees who work on the second shift receive, in addition to their regular pay for the pay period, thirty (30 cents) per hour shift premium. Each year thereafter during the term of this Agreement, the premium shall increase by five cents, to a maximum of forty-five cents.

Employees regularly scheduled on the third shift receive in addition to their regular pay for the pay period thirty five-cents per hour shift premium. Each year thereafter during the term of this Agreement, the premium shall be increased by five cents, to a maximum of fifty cents per hour.

(b) Shifts

If filled by the Board, the shifts for the 2007-2008 school year shall be as follows:

Hopkins Elementary Shifts

Maintenance 7:00 AM to 3:30 PM
Day Custodial 7:00 AM to 3:30 PM
Evening Cust 3:30 PM to 12:00 midnight

Sycamore Elementary Shifts

7:00 AM to 3:30 PM
7:00 AM to 3:30 PM
3:30 PM to 9:00 PM

Middle School and High School Shifts

Maintenance 6:30 AM to 3:00 PM HS & MS; and/or 5:00 AM to 1:30 PM MS
Day Custodial 7:00 AM to 3:30 PM and/or 11 AM to 7:30 PM MS only; will also apply to HS if new hire occurs
Evening Cust 3:00 PM to 11:30 PM

Mechanics 6:00 a.m. - 2:30 p.m. (on scheduled school days)
7:00 a.m. - 3:30 p.m. (on scheduled non-school days)
Bus Washer 8:15 a.m. - 12:15 p.m. (with 15 minute break)

For snow removal in winter months, a rotating 6:00 AM to 2:30 PM shift will be used for the Hopkins Elementary, Middle School and High School maintenance workers.

There is no guarantee that these shifts will continue during the life of this Agreement. By mutual agreement between the employee and the Employer, schedule changes of up to 30 minutes at the beginning and at the end of the above schedules may occur. The Board also agrees that changes in or other elimination of shift schedules will not occur until the parties have met at least twice in Special Conferences, for not less than one hour per Special Conference, to discuss the need for the change. The two Special Conferences will be held not less than 7 days and no more than 14 days apart. New shift schedules will not be effective until 30 days after the second Special Conference and must be posted during the 30 day period. In addition, the Superintendent or designee will provide individual notice to each employee about the new schedules and their effective date.

(c) Hours

The normal hours of operation shall be Monday through Friday, inclusive, which shall not be changed without prior notice to the Union and discussion during Special Conference.

Reduction of Hours

The Board may reduce the hours of any employee in any classification by up to 2 hours per week, but not to exceed a total of 80 hours per Employee throughout the life of this Agreement. Such reductions shall occur only after at least two Special Conferences of at least one hour each, held not less than 7 and not more than 14 days apart.

(d) Employees will be allowed a thirty (30) minute unpaid lunch period in addition to their eight (8) hour work day.

(e) Employees may take a fifteen (15) minute break the first half of the shift, and a ten (10) minute coffee break the second half of their regular shift. However, breaks shall not be taken in the gym during athletic contests, cafeteria during plays, or while viewing student activities.

(f) An employee reporting for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half.

(g) The District will exert its best efforts to post significant after-hours events in a reasonable location on a regular basis.

Summer Shifts

A four (4) day forty (40) hour week will be instituted in the summer, with starting and ending dates, hours, work days and job assignments determined by the District. Only hours actually worked over 40 will be considered overtime. Overtime will not be paid for the extra 2 hours worked each day on the 4 day schedule; during the 4 day schedule, individual sick and vacation days shall be counted as hours away from work, as days (8 hours constitutes one day). For a one year trial period, non-custodial staff who establish a medical hardship (to the Employer's satisfaction) for themselves or a minor child living in the employee's household, may work a 5 day, 8 hour schedule during the summer. Not later than January 31, 2008, the Employer will determine in its sole discretion if such hardship exception will continue.

Secretarial Employees

Subsection (c) applies to Secretarial employee schedules. Subsections d and e above apply to Secretarial employees if there is an 8 hour scheduled work day. Subsection f above applies provided the secretary is required to return to work once after their normally scheduled work hours. The parties agree and understand that the Board reserves the right to adjust the schedule due to evening functions and there is no guarantee of overtime. Secretaries shall be paid time and one half for Saturday time and double time on Sundays.

During the life of this agreement, the secretarial work year shall be determined by the Board within the following parameters.

The District may reduce work days during the life of this Agreement by announcing same not later than January 31 of the year prior to the effective date of the reductions, following two special conferences as described above, as follows:

	<u>Current Work Days</u>	<u>Minimum Work Days</u> <u>(after special conference)</u>
High School Counseling Secretary	220 days	217 days
High School Secretary III	220 days	217 days
High School Attendance Secretary II	212 days	209 days
Middle School	212 days	209 days
Elementary Building (all)	208 days	205 days

Copy Secretary	208 days	205 days
Transportation Secretary	200-208 days	195-205 days
Part-Time	determined by Board	determined by Board
Bookkeeper (new)	255 days	240 days

A full-time secretary shall normally work an eight (8) hour day to be scheduled by the Board. Secretaries will punch time clocks.

Monitoring of Students

The District does not require employees to discipline or restrain students. From time to time, due to circumstances beyond the District's control, secretaries may be required to monitor students in the absence of an administrator. The District will exert its best efforts to minimize such situations. This section does not prohibit an employee from voluntarily agreeing to monitor students at the request of an administrator.

Whenever a building secretary believes the practice is excessive, the Superintendent shall discuss the situation, upon request and shall meet with affected parties to identify and recommend solutions.

ARTICLE 25. SICK LEAVE.

Any employee whose record shows frequent absences may be required to obtain medical verification from a health care provider acceptable to the district to qualify for sick leave. Further, the district may require medical verification of disability from a health care provider acceptable to the district when it has reason to believe that the employee is not disabled.

Any employee suspected of sick leave abuse may be required to obtain a doctor's certificate verifying illness or disability in order to qualify for sick leave. Any employee who willfully violates or misuses sick leave shall be subject to discipline, including but not limited to, forfeiture of up to twelve (12) sick leave days. Discipline and forfeiture are subject to the grievance arbitration procedure. The Board shall consider progressive discipline. The Board may impose forfeiture in lieu of suspensions without pay to avoid further time away from work.

Any employee unable to report for work because of sickness or disability must so notify his supervisor within one-half (1/2) hour before starting time of the reason for his absence in order to be eligible for sick leave with pay for each day of absence, unless absences in excess of one (1) day can be verified in advance.

Custodial, Maintenance & Mechanic

All such employees covered by this Agreement shall earn sick leave at the rate of one (1) day per month. There shall be no maximum accumulation.

In addition to personal illness, sick leave days may be used to apply to illness in the immediate family, up to a total of six (6) per year. Immediate family shall be defined as mother, father,

spouse, son, daughter; or other persons living in the household with a similar relationship to the family household.

Custodial, maintenance and mechanic employees shall, upon legal retirement from the MPSERS be compensated for accumulated sick leave in the following manner:

0-30 days	no compensation
31-50 days	10% of daily rate
51-80 days	33-1/3% daily rate
81-110 days	40% of daily rate
111 + days	50% of daily rate

Maximum compensation upon retirement shall be \$7,500.00. Payments shall be made to a salary deferral plan to be mutually agreed upon.

Secretarial Employees

A. Each secretary upon completion of the probationary period shall be granted a maximum of 12 sick leave days per year, accumulative only to 100, except as stated below. Sick leave days may be used for:

1. Personal illness or disability
2. Illness in the immediate family (spouse, child or parent), limited to six (6) work days per year

Sick days accumulated beyond 100 shall be maintained in a separate account and may be used to purchase additional retirement credit in accordance with part C below.

B. Upon retirement from Hopkins Public Schools, secretaries shall be compensated for unused sick leave in the following manner. The first 20 accumulated sick days shall not be reimbursed, all additional accumulated sick days shall be reimbursed in the following manner:

21-30	10% of value
31-50	25% of value
51-90	40% of value
91+	50% of value

Maximum compensation for unused sick days upon retirement shall not exceed \$4,500.00. Payments shall be made to a salary deferral plan.

C. For all unit employees with accumulated sick days in excess of 72, the Board of Education will purchase one year's service time for an individual (if applicable) in exchange for a reduction of their accumulated sick time of 60 days. A maximum of 5 years of service time is available for purchase, such purchase shall be subject to MPSERS regulations.

D. Disability & Use of Sick Days.

Sick days shall be used for absences caused by disability to satisfy the applicable waiting period. Additional sick days will be exhausted only if the disability policy requires. Employees may use vacation days during disability periods if requested in writing.

ARTICLE 26. FUNERAL LEAVE

An employee shall be allowed five (5) working days with pay as funeral leave days, not to be deducted from sick leave, for the death of a spouse, child, mother or father. Three (3) working days with pay, not deducted from sick leave shall be allowed for a death in the immediate family. Immediate family is to be defined as follows: Step-parents, brother, sister, step-children, niece, nephew, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. Also, one funeral day for aunt or uncle shall be allowed to be charged to sick leave.

ARTICLE 27. TIME AND ONE-HALF AND DOUBLE TIME.

Overtime shall not be worked unless it has been authorized or assigned by the Superintendent or designee.

- (a) Time and one-half will be paid as follows:
 - 1. For all hours over eight (8) in one day.
 - 2. For Saturday as such.

- (b) Double time will be paid as follows:
 - 1. For all hours worked on Sunday.
 - 2. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.

- (c) An employee absent due to illness, personal day, holiday, funeral day shall be deemed as hours worked, except that employees who have exhausted sick days shall thereafter be paid overtime only for hours actually worked over 40.

- (d) Equalization Of Overtime Hours. Overtime hours shall be divided as equally as possible among Custodial, Maintenance and Mechanic employees within the same classifications. An up-to-date list showing overtime hours will be posted bi-weekly, if overtime hours were paid in the preceding payroll.

Whenever overtime is required, the most senior person with the least number of overtime hours in that classification will be called first, and so on down the list in an attempt to equalize the overtime hours. However, custodial employees shall be allowed to work overtime in buildings to which they are not regularly assigned only if they have attended an inservice of up to four hours regarding the other buildings, or has worked in such building as part of a cleaning recovery team,

during the twelve months preceding the overtime assignment. Generally, the inservice will be conducted in the summer. Employees hired after the summer will be provided one opportunity for an inservice, or will wait until the following year to be eligible for overtime assignments outside his/her regular building.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, they will be charged the actual number of overtime hours that were available during that call-out period (two (2) hour minimum).

Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement and work out a solution.

Overtime hours will be computed from January through December each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

In the event all of the employees in the classification choose not to work the overtime and the Employer deems that a situation exists whereby it is necessary to designate an employee for the work, the least senior qualified employee in the classification shall be assigned the work.

ARTICLE 28. HOLIDAY PROVISIONS

Custodial, Maintenance and Mechanic

The paid holidays are designated as:

Good Friday (all day)	Friday following Thanksgiving
Memorial Day	Christmas Eve Day (CE)
Independence Day	Christmas Day (C)
Labor Day	New Year's Eve Day (NYE)
Thanksgiving Day	New Year's Day (NY)
	One (1) floating holiday (F)*

*Commencing in 2003, the Union shall notify the Superintendent or designee not later than June 30, whether the floating holiday will be the Friday before Labor Day or the designated Christmas floating holiday.

Secretarial Employees

All full-time secretaries will be paid holidays based on their regularly scheduled workdays as follows:

<u>Regularly Scheduled Workdays</u>	<u>Paid Holidays</u>
230+	10
215-229	9.5
201-214	9.0
200 or less	8.0

Note: if number of work days are reduced by Board, no change in holidays during the life of this Agreement.

(a) Employees will be paid their current rate based on their regularly scheduled work day for said holidays.

(b) Employees shall work any, and all school days as required, due to Act of God days, to allow the district to qualify for full state aid reimbursement. Should an employee work a day when they are scheduled to be off, they will be allowed a compensatory day at a later date.

When school has been cancelled, an employee who reasonably believes travel is hazardous due to snow or ice, may upon notice to the Superintendent or designee, choose to use a vacation or personal day, if the District does not provide transportation. Such employee may also elect to work a flexible schedule approved by the supervisor to make up time missed for the reasons just described, provided that the District does not incur an overtime obligation.

(c) Should a holiday fall on Saturday, Friday shall be considered as the legal holiday. Should a holiday fall on Sunday, Monday shall be considered as the legal holiday.

2007 12/24 CE, 12/25 C, 12/28 F**, 12/31 NYE, 1/1 NY
2008 12/24 CE, 12/25 C, 12/26 F**, 12/31 NYE, 1/1 NY
2009 12/24 CE, 12/25 C, 12/28 F**, 12/31 NYE, 1/1 NY

**If selected as a floating holiday by June 30.

The parties may change the above holiday schedule after discussion in Special Conference.

ARTICLE 29. VACATION ELIGIBILITY

All Custodial, Maintenance, and Mechanic employees will earn credits toward vacation with pay in accordance with the following schedule:

1996-97 (and each year after)

1 week pay/1 year
2 weeks pay/2 years
3 weeks pay/6 years
4 weeks pay/12 years
5 weeks pay/20 years

The district will award all the vacation days on July 1. Should an employee use all vacation time and leave during the year, (before vacation time has been earned) the difference shall be reimbursed to the school district and/or deducted from their final check.

This article is not applicable to Secretarial employees.

ARTICLE 30. VACATION PERIOD

(a) Vacations are to be requested in writing by March 15. Timely vacation requests will be granted based on seniority to no more than three AFSCME employees during any two week period during the first and second semesters (which includes winter and spring breaks). During the summer (defined as any time other than the first and second semesters), no more than three custodians and two maintenance employees may be absent due to vacation at any one time. No more than two weeks of summer vacation may be reserved based on seniority by March 15. Requests for a third week of vacation as well as those vacation requests made after March 15, must be requested in writing at least two weeks in advance, and may be granted on a first come, first serve basis at such times during the year as approved by the District Superintendent or designee based on district and building coverage needs. First come, first serve requests must be turned in to the business office on the approved AFSCME vacation request form. Vacations consisting of a minimum of 4 consecutive working days shall take precedence over one day vacations. Individuals will be notified of the approval or disapproval of their vacation requests at least one week before the effective date of the vacation.

(b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(c) A vacation may not be waived by an employee and extra pay received for work during that period.

(d) If an employee becomes ill and is under the care of a duly licensed physician during this vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

(e) In the event it is mutually agreeable between the employee and the Supervisor, vacation may be taken on the basis of one (1) day at a time.

(f) Employees may accrue one-half (1/2) of their earned vacation days (annual) to be carried over to the next fiscal year. The arrangement must be approved in advance with the Supervisor.

(g) Vacations shall be credited as a full day is earned, based on the schedule in Article 30.

This article is not applicable to Secretarial employees.

ARTICLE 31. PAY ADVANCES

- (a) If a regular pay day falls during the employees' vacation, he/she may receive that check in advance before going on vacation if requested in writing at least three weeks before that pay day.
- (b) If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit, including that accrued in the current calendar year.
- (c) Rate During Vacation. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.
- (d) Election of Wage Payments. The above provisions are not applicable to Secretarial employees. At hire, and annually thereafter, secretaries may elect to be paid for actual time worked, in arrears, every other week, at payroll dates to be determined by the Board over 26 pay periods. If a secretary elects 26 pays, the following apply: (a) the secretary shall be paid, in arrears, beginning with the first regular pay period in August and extending through the last payroll in July of the following year; (b) the minimum number of scheduled work days (including holidays) will be multiplied times the hourly rate times 8 and that result divided by 26, with the amount to be paid in 26 biweekly pay periods determined by the Board. In the event of overtime pay, the secretary electing 26 pays shall receive pay for the overtime in the payroll period following the overtime. In the event a secretary on 26 pays works additional days, the secretary shall receive pay for the extra days with the following payroll.

If a timely election is not made, the secretary shall receive actual pay for the period worked.

In the event of an unanticipated shutdown (such as extended snow days) or an extended unpaid leave of absence by a secretary who has elected 26 pays, the parties agree to modify the pay schedule so that pay is in arrears or the affected employee(s) revert back to pay for actual time worked.

ARTICLE 32. HOSPITALIZATION MEDICAL COVERAGE

Custodial, Maintenance, Mechanics

- (a) The District agrees to provide hospitalization medical coverage for the employee and his/her family, the plan to be MESSA CHOICES II PPO \$5/10 Rx. Employees who elect hospitalization medical coverage shall reimburse the District \$25/month for the cost of coverage through payroll deduction pursuant to an IRS Section 125 plan during the 07-08 and 08-09 school years, and \$35/month starting July 1, 2009. This coverage shall be applied to Custodial, Maintenance and Mechanics covered by the terms of this agreement.
- (b) In place of the insurance referred to in (a), the employer will provide a monthly annuity equal to \$430/month if the employee so elects. The company will be selected by the employee from one of the current district annuity companies.

(c) The district will provide dental and vision insurance equal to that provided the teacher's bargaining unit at no cost to the employee. Should an employee wish to take an annuity in place of health, dental and vision coverage, they shall be allowed \$480/month paid into an annuity.

(d) The Employer shall pay its share of the premium for eligible employees during any qualifying FMLA period.

(e) Subsection (a) does not apply to secretaries. However, the Board will pay a pro-rated percentage of its share of the full premium for MESSA CHOICES II PPO \$5/10 Rx for the full-time secretary and his/her family, based on the regularly scheduled work year: 90% for 230 days and above; 85% for 215-229 days; 80% for 201-214 days; 75% for 200 days or less. For part-time secretaries, the Board will pay a pro-rated premium based on 2080 hours per year for its share of the coverage. Subsections (b)-and (c) apply to secretaries. In the event that the number of days are reduced during this one year Agreement, employees shall not suffer a reduction in the percentage of Board paid insurance coverage.

ARTICLE 33. COMPUTATION OF BENEFITS

Subject to Article 27c, all hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

The bus washer will receive benefits prorated to hours worked, with a forty hour work week, fifty two week year as the standard.

ARTICLE 34. SUCCESSOR CLAUSE

This Agreement shall be binding upon the successor of the Hopkins Public Schools in the event of a consolidation of districts unless MERC or applicable law dictates otherwise or unless the parties otherwise agree.

ARTICLE 35. DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer, plus six (6) copies to Council #25, AFSCME, AFL-CIO.

ARTICLE 36. EMPLOYEES' LONGEVITY

Custodial, Maintenance, Mechanic employees shall receive longevity allowance on the first payroll period after the employee's anniversary date of hire. Longevity pay shall begin after the tenth (10th) year of employment. Longevity schedule is as follows:

- After ten (10) years - One (1) week salary
- After fifteen (15) years - Two (2) weeks salary
- After twenty (20) years - Three (3) weeks salary
- After twenty-five (25) years - Four (4) weeks salary

Secretaries shall also receive longevity allowance in accordance with this Article, but it will be prorated based on 2080 hours per year for 100% allowance, and the secretary's regularly scheduled work year.

ARTICLE 37. WAGES

2007-2008
AFSCME HOURLY WAGE SCALE

2007-08 AFSCME wage scale for employees taking insurance

Hourly Scale	Custodian	Custodian-Grounds	Custodian-Maintenance	Head Mechanic	Secretary I	Secretary II	Secretary III	Bus Washer
Start	\$ 12.35	\$ 13.14	\$ 13.93	\$ 14.68	\$ 9.38	\$ 12.04	\$ 13.83	\$ 8.52
>90 Days	\$ 12.76	\$ 13.55	\$ 14.34	\$ 15.09	\$ 9.38	\$ 12.25	\$ 14.04	\$ 8.99
>1 Year	\$ 13.20	\$ 14.09	\$ 14.97	\$ 15.92	\$ 9.94	\$ 12.77	\$ 14.76	\$ 9.27
>2 Years	\$ 14.00	\$ 15.01	\$ 16.01	\$ 17.30	\$ 10.43	\$ 13.46	\$ 15.44	\$ 9.70
>3 Years	\$ 14.85	\$ 16.12	\$ 17.39	\$ 18.83	\$ 10.86	\$ 14.27	\$ 16.60	\$ 9.94
>4 Years	\$ 15.21	\$ 16.50	\$ 17.79	\$ 19.20	\$ 10.86	\$ 14.45	\$ 16.81	\$ 10.43
>6 Years	\$ 15.21	\$ 16.50	\$ 17.79	\$ 19.20	\$ 11.35	\$ 14.76	\$ 17.32	\$ 10.43
>8 Years	\$ 15.51	\$ 16.81	\$ 18.10	\$ 19.57	\$ 11.35	\$ 14.91	\$ 17.48	\$ 10.86

2007-08 AFSCME wage scale for employees not taking insurance

Hourly Scale	Custodian	Custodian-Grounds	Custodian-Maintenance	Head Mechanic	Secretary I	Secretary II	Secretary III	Bus Washer
Start	\$ 12.41	\$ 13.21	\$ 14.00	\$ 14.75	\$ 9.43	\$ 12.10	\$ 13.90	\$ 8.57
>90 Days	\$ 12.82	\$ 13.62	\$ 14.41	\$ 15.16	\$ 9.43	\$ 12.31	\$ 14.11	\$ 9.03
>1 Year	\$ 13.27	\$ 14.16	\$ 15.04	\$ 16.00	\$ 9.99	\$ 12.83	\$ 14.83	\$ 9.32
>2 Years	\$ 14.07	\$ 15.08	\$ 16.09	\$ 17.39	\$ 10.48	\$ 13.53	\$ 15.52	\$ 9.74
>3 Years	\$ 14.92	\$ 16.20	\$ 17.48	\$ 18.92	\$ 10.91	\$ 14.34	\$ 16.69	\$ 9.99
>4 Years	\$ 15.29	\$ 16.59	\$ 17.87	\$ 19.30	\$ 10.91	\$ 14.52	\$ 16.89	\$ 10.48
>6 Years	\$ 15.29	\$ 16.59	\$ 17.87	\$ 19.30	\$ 11.41	\$ 14.83	\$ 17.41	\$ 10.48
>8 Years	\$ 15.59	\$ 16.89	\$ 18.19	\$ 19.67	\$ 11.41	\$ 14.98	\$ 17.57	\$ 10.91

In 2008/09 and 2009/10 there will be an increase in the Head Mechanic scale of \$0.33 before the percentage increase (if any) is applied.

In 2008/09 the Secretary II scale will be increased half the difference between the 2007/08 Secretary II scale and the 2007/08 Custodian scale before the percentage increase (if any) is applied.

In 2008/09 the Secretary III scale will be increased half the difference between the 2007/08 Secretary III scale and the 2007/08 Custodian-Maintenance scale before the percentage increase (if any) is applied.

In 2009/10 the Secretary II scale shall be the same as the 2009/10 Custodian scale.

In 2009/10 the Secretary III scale shall be the same as the 2009/10 Custodian-Maintenance scale.

The Board may designate a Lead Custodian at each location to direct summer cleaning work. If designated, the individual shall receive an additional \$1.00 per hour when the summer cleaning operation is being conducted in their building.

In each subsequent year of this agreement, there shall be a percentage increase in total compensation for members covered by this agreement of 65% of the percentage increase in the district's student foundation grant. Total compensation is determined to be wages, longevity, FICA, MPSERS, Health, Dental/Vision, Annuities. If there is no increase in the District's student foundation grant, there shall be no increase in total compensation.

New Hires. New hires shall be paid at the beginning of each individual classification, outside experience of more than 3 years shall not be reflected in the placement.

Certification. Secretaries with an Associate or better degree, that is related to the position, as determined by the Board, or who obtain recognized secretary certification, shall be paid a \$.25 per hour stipend.

Secretary III who possesses associates degree or better shall be paid a \$.40 per hour stipend during the 2008-2009 school year and a \$.50 per hour stipend during the 2009-2010 school year.

ARTICLE 38. LOCKERS, UNIFORMS AND MECHANICS ALLOWANCE

A. The District will provide a reasonable lockable space for employee personal belongings (i.e., coats, boots, additional clothing.) Employees recognize District may have access to such space in emergencies (e.g., bomb threats), and that employees must consent to search upon request. In the event of a search for investigatory reasons, the District will allow a reasonable time (not to exceed 30 minutes) for the employee to obtain a Steward to be present during the search.

B. The Board will replace up to the equivalent of 5 short sleeve and 5 long sleeve shirts each year during the life of this Agreement. The District will also provide one insulated coat or comparable item during the life of this Agreement.

C. Uniform allowance for mechanics shall be paid by the Employer one hundred per cent (100%).

Insurance allowance for mechanics tools shall be paid by the Employer one hundred per cent (100%).

Mechanics shall receive a one hundred fifty dollar (\$150.00) tool allowance (annual). This will be paid to mechanics with a Board check (not payroll) once the business office has received an itemized receipt of tools purchased.

ARTICLE 39. EMPLOYEES' PHYSICAL EXAMS

All Board of Education required physical exams will be conducted at the Board's expense.

ARTICLE 40. LEAVES OF ABSENCE

(a) Leaves of absence for periods not to exceed one (1) year may be granted by the Board of Education. Employees will request the leave in writing to the Board at least thirty (30) days in advance of the leave, unless a shorter period is required by the FMLA or similar law. Leaves granted under this provision are without pay or fringe benefits,

1. Serving in any elected or appointed position, public or Union.
2. Personal illness leave.
3. Serious health condition of family member as defined by FMLA.
4. Educational leave.

(b) Except as required by law, employees shall not accrue seniority while on any unpaid leave of absence granted by the provisions of this Agreement and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his

seniority entitled him provided they are able to return to work and perform the essential functions of their assigned positions.

(c) Union Business Leave. A member of the Union elected to attend functions of the International Union such as conventions, or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions provided thirty (30) days notice is given to the Employer. The total cumulative time allowed shall be one (1) week in any fiscal year. Fifteen (15) days prior notice required for an educational conference of one (1) day.

(d) Personal days shall be granted to Custodial, Maintenance, and Mechanic employees as follows:

One (1) personal day will be granted to each employee the first day of the quarter, (July-September).

An additional personal day may be earned by each employee the first day of the third quarter (January 1) if the employee has been present at work, or on approved paid vacation or personal day for at least 125 of the preceding 130 regularly scheduled work days.

Personal days if not used, will be added to sick days at the end of each year. To be eligible for a personal leave day, the employee must request the day off three (3) days in advance, in case of emergency exceptions may be made. These days may be granted at the discretion of the supervisor, however, said days shall not be arbitrarily denied.

(e) Secretarial employees receive one day of personal leave per year (accumulative to 2 in the subsequent year if not used in the year earned) with arrangement for said personal leave to be made in advance with Supervisor or Superintendent. In addition, each year, secretaries may use 1 of their earned sick days for that year as a personal day; if not used as a personal day, it remains as a sick day.

(f) Any FMLA leave taken shall be charged against the employee's sick leave entitlement in accordance with Board policy. In addition, paid vacation or personal leave may be substituted, at the employee's option, for any qualified FMLA leave that would otherwise be unpaid. Employees must still comply with the conditions applicable to such vacation or personal leave, and such time will still be counted against the employee's annual FMLA entitlement, if any. Employees should review Appendix 1 for a summary of FMLA rights and obligations.

ARTICLE 41. USE OF FACILITIES

The Union may use a room of the school upon notice to the Superintendent or designee for the purpose of holding Local Union business. The Employer shall have the right to designate the location of the room within the building. Upon approval by the Superintendent or designee, employees may punch out to attend a scheduled Union meeting. Except as stated in the foregoing sentence, it is understood that Union meetings will not interfere with school or work activities.

ARTICLE 42. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior qualified employee on layoff within the classification being recalled having the ability to perform the work with minimal instruction being recalled first. Notice of recall shall be sent to the employee at his address on record with the employer by certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall he shall be considered a quit. It is the employee's responsibility to keep the superintendent or designee advised of his/her current address. Recall lists shall be maintained for the length of the employee's seniority or two years whichever is shorter.

ARTICLE 43. LAYOFF DEFINED

Custodial, Maintenance, and Mechanic

- (a) The word, "layoff", means a reduction in the work force. It shall not include a reduction of hours pursuant to Article 24(c).
- (b) In the event it becomes necessary for a layoff, the Employer shall meet with the proper union representatives at least three (3) weeks prior to the effective date of layoff, to discuss the names, seniority, job titles and work locations of those employees contemplated to be laid off.
- (c) When a layoff takes place, employees not entered on the seniority list shall be laid off first providing the more senior employees have the ability to perform the work. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list for the affected classification being laid off first.
- (d) Employees whose positions have been eliminated shall have the right to displace the least senior employee in the employee's same classification in an equivalent position, for which the employee is currently qualified to do the job with minimal instruction. In the event no such position exists within the classification, the employee shall have the right to displace the least senior employee in a lower classification for which the employee is currently qualified to do the job with minimal instruction, provided the employee has more seniority within such classification. For purposes of Articles 43, 44 and 46, "qualified" means that the employee has previously performed the job.

(e) Employees to be laid off will receive at least fourteen (14) calendar days' advance notice of the layoff.

ARTICLE 44. CONSOLIDATION OR ELIMINATION OF JOBS

The Employer agrees that any consolidation or elimination of jobs shall not be affected without a special conference.

ARTICLE 45. LAYOFF PROCEDURES FOR SECRETARIES

The following guidelines will be used in the event a layoff of secretaries becomes necessary.

Layoff is defined as a reduction in the work force. It shall not include a reduction of hours pursuant to Article 24(c).

1. The Union Steward will be given not less than thirty-six (36) hours notice of intent to lay off and will be given the opportunity to immediately discuss the circumstances with the employer.
 2. A secretary shall be given at least fourteen calendar days notice of layoff. Secretaries, subsequently displaced, if any, shall be notified of such displacement as soon as practicable, but not less than one working day after the more senior secretary has exercised the right to displace.
- A. In any reduction of the secretarial staff, a secretary will be provided the opportunity to use seniority within their classification as follows:
1. First, to displace the least senior person in a position at the same level, provided:
 - a. The secretary possesses the necessary ability to perform the work adequately, with minimal instruction; and
 - b. The secretary displaced is junior in classification seniority.
 2. Second, in the event the member is unable to displace another at the same level, to displace the least senior person in a position at the next lower level, provided:
 - a. The secretary in question possesses the necessary ability to perform the work adequately, with minimal instruction; and
 - b. The secretary displaced is junior in classification seniority.
 3. Third, the use of seniority set forth in 2 may be repeated at each succeeding lower level.

Any secretary who is displaced may use classification seniority in the same manner.

Upon notification of layoff or displacement, the secretary will be advised as to the position under 1., 2., or 3., above to which displacement rights may be exercised.

The use of seniority to displace another secretary must be exercised within three days following notification of layoff or displacement, whichever is applicable, or the right is forfeited.

- B. Those secretaries having the greatest seniority shall be recalled first, provided they possess the necessary ability to perform the work with minimal instruction.

ARTICLE 46. TRANSFERS OUT OF THE UNIT

If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

ARTICLE 47. SUBCONTRACTING

If PA 112 of PERA is repealed during the life of this Agreement, the parties agree that the Board may continue to subcontract the work it has subcontracted prior to the repeal. If PA 112 is repealed, unless the parties otherwise agree, the District shall not outsource other work if it has the personnel qualified to do the work, equipment necessary for the work, and the work can be done at least as efficiently and effectively by the unit as it could through subcontracting.

ARTICLE 48. WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 49. TERMINATION AND MODIFICATION

This Agreement shall be effective as of July 1, 2007 and shall continue in full force and effect until June 30, 2010.

(a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.

(d) Any amendments that may be agreed upon shall become and be a part of this Agreement without n modifying or changing any of the other terms of this Agreement.

(e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed it to the Union, to Michigan #25, AFSCME, AFL-CIO, 1034 N. Washington Avenue, Lansing, Michigan 48906; and if to the Employer addressed to Hopkins Public Schools, Hopkins, Michigan 49328; or to any such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:

Craig Asham "Stewart"
Mary Ketter - Chairperson
James Paulsen

FOR THE EMPLOYER:

Jeff Hill
Bill Gregg
Cynthia Down
Gunter Ketter
Bob Beeman
Dawn M. Buss
Patricia Higgins

*Letter of Understanding
Between The
Hopkins Public Schools Board of Education
And*

Michigan Council 25 – AFCSME AFL-CIO Chapter of Local 2628

The parties agree that the following terms and conditions shall be effective for as long as Lynn Francis shall hold the Bookkeeper position in the AFSCME Local 2628 unit:

Employee Classification – Secretary III

Seniority date in secretarial unit – July 1, 1982

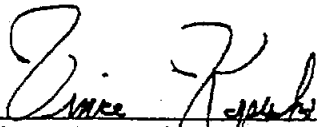
Hourly wage scale - \$15.19 per hour
(future increases to be determined by the Board)

Work Schedule – 52 weeks, 8 hours per day

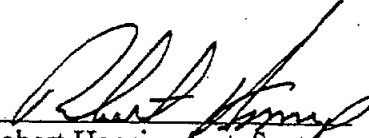
Work hours – 7:30 AM to 4:00 PM

Benefits – Same as a full time custodial, maintenance and mechanic
(see Article 28, 29 and 32 of Master Agreement)

At such time as Lynn Francis is no longer employed in the Bookkeeper position, the terms and conditions of such position shall be governed by the Master Agreement, as written (or the parties shall meet and negotiate the terms and conditions of employment for such position).



Vince Koperski, President
AFCSME Local 2628



Robert Hennip, Asst. Supt.
Hopkins Public Schools

Dated 8-6-01

Dated 6 Aug 2001