

AGREEMENT
BETWEEN
PENNFIELD SCHOOLS
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, MICHIGAN COUNCIL 25
2007-2009

AGREEMENT

This Agreement entered into this ____ day of _____, 2007, by and between the PENNFIELD SCHOOLS, CALHOUN AND BARRY COUNTIES, MICHIGAN, hereinafter called the "Employer" and LOCAL 331 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, MICHIGAN COUNCIL 25 AFFILIATED WITH THE INTERNATIONAL UNION, AFL-CIO, hereinafter called the "Union."

In consideration of the following mutual covenants, the above parties do hereby mutually agree to the terms and conditions hereinafter set forth.

ARTICLE 1 RECOGNITION

- A. Pursuant to, and in accordance with, all applicable provisions of Michigan Public Employment Relations Act, the Employer does hereby recognize the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this agreement for:

All full-time and regularly scheduled part-time custodians and grounds maintenance workers, excluding mechanics, Building Supervisor, Assistant Building Engineer and Supervisor, and all others.

- B. Unless otherwise indicated, the term "Employee" when used hereinafter in the Agreement shall refer to all members of the above-defined bargaining union represented by Local 331 of the American Federation of State, County and Municipal Employees, Michigan Council 25 affiliated with the International Union, AFL-CIO and only to such persons.

ARTICLE 2 PURPOSE

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, MCL 423.201 or successor provision - to establish the terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Bargaining Unit Members, Union, and most importantly continuity and quality of the education provided to the students of the Pennfield Schools. The Employer and Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Board. Accordingly, they have included herein a grievance procedure for the effective processing and resolution of such disputes.
- C. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their

undertakings in this Agreement are mutual. Any previously adopted policy, rule, or regulation of the parties which contradicts an express provision of this Agreement shall be superseded and replaced by this Agreement.

- D. 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 Union and the citizens.

ARTICLE 3
BOARD'S RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control the Employer's business, the equipment, 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~~ **OF** all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days if necessary.
 3. The right to direct the working forces, including the right to hire, promote, discipline and discharge Employees as provided herein, transfer Employees, assign work or extra duties to Employees, determine the size of the work force and to lay off Employees.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying out the work or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt rules and regulations.
 6. Determine the qualifications of Employees, including an Employee's physical and mental ability to perform the essential functions of that Employee's job.
 7. Determine the number of, location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings 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 of Employees as specifically provided in this Agreement.
11. Determine the policy affecting the selection, testing or training of Employees, providing that such selection shall be based upon lawful criteria.
12. The Employer may assign work interchangeably among job classifications provided that such assignments are not made for arbitrary and capricious reasons and are temporary and of short duration. Employees are entitled to receive reasonable notice (*e.g.* 24 hours) of any change of assignment between classifications unless operational exigencies prevent the Employer from providing such notice.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, 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. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the Michigan REVISED SCHOOL CODE or any other FEDERAL, state, county, district or local laws or regulations as they pertain to education.

The Employer shall have the right in its discretion to require an Employee to submit to a physical or mental examination at Employer expense by a licensed physician approved by the Employer in order to assure that the employees are able to perform essential job functions

ARTICLE 4 **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 5 **PROBATIONARY PERIOD**

A new Employee shall work under the provisions of this Agreement but shall be employed only on a one year trial basis, during which period the Employee may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After one year, the Employee shall be placed on a regular seniority list as of the date of hire.

ARTICLE 6
SENIORITY

- A. Seniority shall be defined as the length of continuous employment within the system as a member of the bargaining unit. Accumulation of seniority will begin on the Employee's first working day. In the event that more than one (1) individual Employee has the same starting date of work, position on the seniority list shall be determined by drawing straws or other means of determining the Employee's seniority as agreed upon by the parties.
- B. Part-time Employees shall accrue seniority on a pro rata basis computed as the ratio of the Employee's regularly scheduled number of duty hours per week to the number of duty hours per week of a full-time Employee in the same classification. Probationary Employees shall not have seniority until the completion of the probationary period at which time their seniority time shall revert to their first day of work.
- C. The administration shall prepare, maintain and post the seniority list in a conspicuous position in the administration building. A copy of the seniority list and subsequent revisions shall be furnished to the Union. It shall be the responsibility of the Union to review the seniority list as issued by the administration and to notify the administration of any errors in the list within ten (10) working days of its issuance. Errors not brought to the attention of the administration within said time may not be raised as the basis for grieving any personnel action based upon such seniority list. Seniority dates shall be the last day hired.
- D. State and federal programs and statutes shall be observed where applicable for specially funded programs. Except where prohibited, all Employees shall receive seniority rights as provided in this Agreement.
- E. Seniority shall be lost by an Employee upon termination, resignation, retirement, transfer to a non-bargaining position or layoff for a period of more than one (1) year.

ARTICLE 7
UNION DUES AND PAYROLL DEDUCTION

- A. Each bargaining unit member employed on or after July 1, 1987, as a condition of continued employment shall either:
 - 1. On or before the completion of their probationary period or the date of this Agreement, whichever shall be later, join the Union and sign and deliver to the Employer an assignment authorizing the deduction of Union membership dues which authorization shall continue in effect from year to year unless revoked in writing, or
 - 2. Pay a service fee to the Union pursuant to the Union's "Agency Fee and Challenge Procedures." The service fee shall not exceed the non-member's proportionate share of the cost of negotiating and administering this contract. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Union or authorize such payment through payroll deduction, the Employer shall, pursuant to

MCL 408.477; and at the request of the Union after completion of the procedures in Paragraph 3 hereof, deduct the service fee from the bargaining unit member's wages and remit same to the Union.

The Union shall hold the Employer 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 this 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; however, it warrants to the Employer that the "Agency Fee and Challenge Procedures," as well as the agency fee charged to non-members, are within the parameters permitted by law.

3. Pursuant to the *Chicago Teachers' Union v Hudson*, 106 S Ct 1066 (1986) case, the Union has established an "Agency Fee Objection and Challenge Procedure," a copy of which shall be provided to each bargaining unit member by the Union. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement or to any other administrative or judicial procedure.

In the event there is a challenge by the fee payor that the Union's "Agency Fee Objection and Challenge Procedure" or the method of its enforcement, information provided thereunder to the fee payor is either legally impermissible or legally inadequate, then the Employer shall be relieved of all contractual responsibility for enforcement of the agency fee for the Union with regard to that individual, and the Union shall pursue its own remedy either at law or in equity.

4. The Union, in all cases of mandatory fee deduction pursuant to MCL 408.477; shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Employer in the event compliance is not effected. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Union may request the Employer to make the deduction. The Employer, upon receipt of the request for an involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Union or authorized payroll deduction for same.
 5. The parties agree that the procedures in the Article relating to the payment or non-payment of the service 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.
- B. Dues deducted in accordance with Paragraph A will be promptly transmitted to the Union financial officer as designated by the local Union president. Such dues or fees will be deducted from the first paycheck of each month.

C. If an Employee shall revoke his/her authorization card or a dispute as to Union membership shall arise, further dues deductions shall cease until the dispute is resolved between the Employee and the Union. If the Employer shall receive notice of revocation of dues check off, it will notify the local Union at the time of transmittal of the Union dues in accordance with Paragraph B above.

D. Limits of Employer's Liability.

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 actions taken or not taken by the Employer for the purpose of complying with Article 7 of this Agreement.

ARTICLE 8 **DISCIPLINE OF EMPLOYEES**

A. The Employer shall not discharge, demote, suspend, or discipline any Employee without just cause. The Employer shall give at least one (1) warning notice of complaint against such Employee to the Employee prior to discharge, provided, that no warning notice need be given to an Employee before the Employee is discharged if the Employee's conduct warrants immediate discharge. Some examples warranting discharge without the use of progressive discipline are intoxication on the job from alcohol or drugs, use of illegal drugs or consumption of alcohol on the job, theft, crimes involving moral turpitude, and falsification of time sheets or employment records. Copies of disciplinary action shall also be given to the Steward.

B. An Employee may appeal any disciplinary action taken against him or her through the Grievance Procedure in this Agreement.

C. The Employee is entitled to the presence of a requested Union representative at any meeting or hearing at which the Employee reasonably believes may result in discipline. This shall not entitle the Employee to any particular Union representative.

D. An Employee who has received disciplinary action may request that such disciplinary action be removed from that Employee's personnel file after two (2) years.

ARTICLE 9 **GRIEVANCE PROCEDURE**

A. A claim by an Employee or the Union that there has been a violation of the express terms of this Agreement may be processed as a grievance as provided in this Agreement.

1. Every effort shall be made to adjust controversies and agreements in an amicable manner.

2. The primary purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the complaints or grievances of Employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.
3. Time limits specified in the Grievance Procedure may be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event the Union fails to properly process a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to have been withdrawn. In the event the Employer shall fail to supply the Union with its answer to a particular step within the specified time limits, the grievance shall be automatically advanced to the next step.
4. It shall be the practice of all parties and interests to process grievance procedures during such time as not to interfere with the execution of regular work assignments.

B. Definitions.

1. A "grievance" shall be defined as any dispute regarding the meaning, interpretation, application, or an alleged violation of the express terms and conditions of this contract.
2. The term "days" as used in this Agreement shall mean work days which shall be defined as days when the school district administration offices are open and regularly scheduled for business.

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

1. Actions taken by the Employer with respect to probationary Employees including, but not limited to, discipline up to and including discharge.
2. Content of Employee evaluation.
3. Any matter for which there is recourse under state or federal law.

D. A written grievance shall comply with the following requirements at all levels of the grievance procedure except as otherwise noted. The grievance shall:

1. Identify the allegedly aggrieved individual Employee(s) and shall be signed by the grievant(s).
2. Be specific.
3. State the facts giving rise to the alleged violation.
4. Cite all sections and subsections of this Agreement alleged to have been violated and shall state how the aggrieved action is violative of such provisions.

5. Contain the date(s) of the alleged violation(s).
6. Specify the relief requested.

Any written grievance not in compliance with the above requirements may be rejected as improper. Such a rejection shall extend the time limitations set forth in this Grievance Procedure by five (5) business days. The time limits in the Grievance Procedure, may be shortened or extended by mutual written agreement, shall be strictly observed and shall be controlling.

E. Additional Procedures.

1. In the event a grievance is filed after May 15th of any year and strict adherence to time limits may result in a hardship to any party, the Employer shall use its best efforts to process the grievance prior to the end of the school year or as soon thereafter as possible.
2. Notwithstanding the expiration of this Agreement, any claim or grievance arising under this Agreement with regard to an action or event occurring prior to said expiration may be processed through the grievance procedure until resolution. No actions or events occurring after expiration of this Agreement may be the basis of a grievance under this Article or this Agreement.

F. Level One.

The Employee shall first discuss the alleged grievance with his/her building supervisor in an attempt to resolve the grievance. In the event the Employee desires that his/her Union representative be present during this discussion, the Employee shall make his/her request through the Building Supervisor and the Building Supervisor shall send for the Union representative. The Employee shall request such a discussion within three (3) working days of the time the alleged violation first occurred or within three (3) working days of the time the Employee or Union should reasonably have known of the alleged violation.

G. Level Two.

If, after the informal discussion with the Building Supervisor, the Employee and the Union are not satisfied with the disposition of the grievance at Level One, the grievant may invoke the formal grievance procedure by filing a formal written grievance on a grievance form signed by both the grievant and an authorized representative to the Union. The grievance form shall be available to Employees from the Union's officers or representatives. The grievance form shall be filed with the Superintendent not later than three (3) days after the informal discussion of Level One.

Within fifteen (15) days of receipt of the grievance, the Superintendent shall meet with the Union and the Employee in an effort to resolve the grievance. The Superintendent shall issue a written disposition of the grievance within ten (10) working days of such meeting and shall furnish a copy of that disposition to the Employee and to the Union.

H. Level Three.

In the event a grievance is not satisfactorily resolved at Level Two, the grievance may be submitted to mediation by the grievant and by the Union under the rules of the Michigan Employment Relations Commission.

I. Level Four.

If the grievance is not satisfactorily resolved at Level Three, a meeting with the Superintendent, the Board of Education, the grievant and the Union representative will be held at one (1) of the next two (2) regularly scheduled meetings of the Board of Education. (This shall not be construed to prohibit the Board of Education from calling a special meeting at its discretion to address the grievance.) The request for such a meeting must be received from the grievant and the Union by the Superintendent within five (5) working days of receipt of the written disposition at Level Three.

Within seven (7) working days of its meeting to resolve the grievance, the Board of Education through a designated representative shall issue its disposition of the grievance in writing and shall furnish a copy of the disposition to the grievant and to the Union.

ARTICLE 10
STEWARDS

The Union shall designate a representative or Steward and an alternate from the seniority list as used in this Agreement. The authority of the Steward and alternate as designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with the Employer in accordance with the provisions of this Agreement.
2. Transmission of such messages and information, which shall originate with and are authorized by the Union, provided such messages and information:
 - a. Have been reduced to writing, or
 - b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs or any other interference with the Employer's business.
3. Representation, when requested by the Employee, at any investigatory meeting or hearing at which the Employee reasonably believes may lead to discipline or discharge.

ARTICLE 11
SICKNESS AND DISABILITY LEAVE

- A. Employees shall be granted sick leave at the rate of one (1) day per month. Unused sick leave may accumulate up to one hundred and twenty-four (124) days. Sick leave may be used for the Employee only. However, up to four (4) days of accumulated sick leave may be granted for the Employee to tend to the illness of his her spouse or child (either natural, adopted, foster or step child). This will be increased to five (5) days in the third year of the contract.
- B. An Employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year. The leave may be renewed upon written request to, and approval by the school Board.
- C. Employees shall report unavailability for work on a particular day by 10:00 a.m. at a telephone number to be provided by the Employer. Failure to report unavailability for work shall result in loss of pay.
- D. If an absence continues, the Employee shall notify the immediate supervisor to this effect before 2:00 p.m. of the first day and each succeeding day of absence. If notice is not received by the above specified time, it will be assumed that the Employee shall return to duty the following day.
- E. A physician's statement concerning absences may be requested by the Employer. The Employer retains the right to refer an Employee to a doctor retained by the School District. In cases where the Employee can anticipate a prolonged disability such as scheduled surgery or pregnancy, the Employee shall give the Employer as much notice as reasonably possible to obtain a substitute or to reschedule work. The Employee shall notify his/her supervisor as soon as he/she is aware of the scheduled surgery date or date of confinement in order to comply with the "reasonably possible" notice requirement. This provision shall govern over Article 13, Paragraph A, and shall not be construed to be in conflict therewith.
- F. In cases of prolonged illness or disability, the Employee may be excused from making daily contact with the immediate supervisor. However, the immediate supervisor may request, as deemed necessary, additional reports from the Employee's physician on the Employee's status.
- G. On sick leave days immediately preceding or immediately following a legal holiday, the Employer may request proof of absence for each such illness. In the event the Employer requests proof of illness and the Employee fails to present proof of illness, the absence shall result in loss of pay. This Section supplements Article 13, Leaves of Absence.
- H. Employees will receive at retirement pay for accumulated sick leave for up to one hundred (100) days at one-half (½) of their daily rate of pay.

ARTICLE 12
FUNERAL LEAVE

Each Employee shall be granted a leave for the purpose of attending the funeral of a member of his/her immediate family, as defined below, of up to three (3) days to include the day of the funeral. Additional days may be added at the discretion of the Superintendent.

- A. Immediate family includes present spouse, parents, mother-in-law, father-in-law, brother, sister, children, grandchildren, grandparents, brother-in-law, sister-in-law, and/or others living in the Employee's household for whom the Employee is responsible.
- B. Funeral leave days will not be deducted from accumulated sick leave. Days granted beyond the three (3) days funeral leave shall be deducted from accumulated sick leave.

ARTICLE 13
LEAVES OF ABSENCE

- A. Except in cases when the urgency in leave is of such nature that twenty-four (24) hours advance notice is not practical, the Employee's supervisor must be notified at least twenty-four (24) hours in advance for leave other than illness and must approve such leave. In cases of urgency noted in this Section, the Employee shall give as much notice as possible.
- B. The supervisor shall notify the requesting Employee of approval or disapproval of the leave request as soon as possible.
- C. Leave days, for purposes other than illness or disability, shall be termed personal business days. Personal business days shall be limited to two (2) per year. Personal business days may not be taken the day immediately before or after a holiday or vacation period unless prior approval of the Employee's supervisor and the Superintendent has been obtained. In the absence of such approval, pay shall not be granted for the personal business day.
 - 1. Personal business days shall not include days that could be classified as vacation days or sick days. The intent of the leave policy is to make it possible for Employees to be absent for legitimate purposes but not for pleasure or profit.

Personal business leave days may only be used for the purpose of handling personal affairs which normally cannot be transacted on the weekend or after the school hours. Such leave days are not provided for casual or indiscriminate use and only the time required for the specific purpose will be approved. Employees are expected to request only that part of the days that their absence is necessary.

- 2. A written request for a personal business leave day(s) shall be submitted in advance of the requested absence to the Employee's immediate supervisor for approval setting forth the reason for said request.
- 3. Business leave days shall be prorated for those Employees employed on a part-time basis.

4. Unused personal business days shall be rolled into sick leave accumulations.
- D. The Employer may grant a leave of absence without pay to any Employee to serve in a public office for a period not to exceed two (2) years. This leave may be extended for an additional two (2) years upon written request and approval by the school Board.
- E. It is understood that the Family and Medical Leave Act of 1993 does not abrogate the rights of the parties under this Collective Bargaining Agreement. Where additional benefits are extended by the Act to the Employees, those additional benefits will be honored by the District. Where certain Employer rights are also granted in connection with those additional benefits, the District shall be free to exercise those rights. To the extent that leaves of absences are granted under this contract, whether paid or unpaid, it is the intent of the parties that the rights granted hereunder will serve to satisfy the requirements of the Family and Medical Leave Act provisions to the extent applicable by law. All applications for Family and Medical Leave Act leaves will comply with Board policy.

ARTICLE 14
CHILD CARE LEAVE

- A. Any Employee in the bargaining unit may, upon thirty (30) days written request in advance of the commencement of the leave, apply for a child care leave to care for a newly born or adopted infant. The Board reserves the right to specify the beginning and ending dates of the child care leave, it being understood that the leave of absence shall not exceed one (1) school year which may be renewable in the discretion of the Board.
- B. Any such child care leave shall be granted without pay, however, the Employee upon return from the leave shall have all previous benefits of the contract restored but no accumulation of benefits while on leave of absence shall occur.
- C. Any child care leave shall not exempt the Employee from the provisions of the layoff procedure contained in this contract except that the Board shall not be required to give notice of layoff for the duration of the child care leave.
- D. If an Employee does not return to work upon the expiration of the leave, he/she shall conclusively be deemed to have resigned.
- E. Upon return from the unpaid child care leave, the Employee shall be reinstated to his/her former position or, if that position is not available, to a position which is substantially equivalent for which the Employee is qualified.
- F. Child care leave granted under this provision shall, to the extent such leave is qualifying leave under the Family Medical Leave Act (FMLA), count towards and run concurrently with the employee's FMLA entitlement.

ARTICLE 15
NO STRIKE CLAUSE

- A. The Union agrees that neither the Union nor its members shall authorize, sanction, condone, engage in or acquiescence in any strike. "Strike" shall be defined to include slow-downs, sit-ins, boycotts, work stoppage of any kind, the concerted failure to report for duty, the willful absence from one's position or abstinence in whole or in part from the full, faithful proper performance of one's assigned duties, or the improper influencing or coercing a change in a condition, compensation or the rights, privileges or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the Employer.
- B. No Employee shall willfully absent himself/herself from his/her position, abstain from the faithful performance of his/her duties, interfere with the rights, privileges or obligations of employment, nor resort to a strike, tie-up or slow-down as set forth in this Article.
- C. The Union agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisor or administrative personnel or Board members of the Employer, regarding the administration of this contract or any grievance filed there under.

ARTICLE 16
UNION RIGHTS

- A. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Steward of Local 331 and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work forces.
- B. Steward.

The Employees covered by this Agreement will be represented by a chairperson and one (1) Steward. The Union shall have the exclusive right to elect, appoint or otherwise assign bargaining unit members to such positions.
- C. Bargaining Committee.

Employees covered by this Agreement will be represented in negotiations by a committee of two (2) members and a Council #25 Staff Representative.
- D. When an Employee is summoned to a meeting or hearing which the Employee reasonably believes may lead to discipline or discharge or during a grievance hearing, the Employee may be represented by a Union Steward.

ARTICLE 17
WORK SCHEDULES AND OVERTIME

- A. The standard work week for all Employees shall be forty (40) hours per week. The work week is established as five (5) days a week, Monday through Friday, eight (8) hours per day unless otherwise scheduled by the Employer.
- B. Overtime pay will be one and one-half (1½) times the hourly rate for all hours worked in excess of forty (40) hours per weekly pay period. Employees called in or required to work on scheduled vacation days or holidays shall be paid at the overtime rate for hours worked on those days. Holiday pay is considered time worked for determining overtime pay eligibility.
- C. The Employer has the right to establish such hours as each job or classification requires. The Employer shall assign times of work with regards to the job. While subject to change by the Employer as conditions necessitate, those Employees covered under this Agreement assigned to either a middle school or high school shall work from 2:00 p.m. through 10:00 p.m. unless otherwise notified. Those Employees covered under this Agreement who are assigned to an elementary school shall work the hours of 3:00 p.m. through 11:00 p.m. unless otherwise notified. The Employer shall provide the Employees with at least twenty-four (24) hours notice of changes in schedules except in cases of snow removal or like emergencies or upon agreement with the Employee(s) or during the summer months. Changes in schedules may occur at the request of the Employee upon approval of the supervisor under special circumstances.

The Employer reserves the right to require that Employees work mandatory overtime based upon classification. Such overtime will be assigned based on classification and inverse seniority with the least senior Employee being assigned mandatory overtime first.

- D. All Employees shall receive two (2) ten (10) minute coffee breaks each work day as assigned by the respective supervisor and a thirty (30) minute paid lunch period.
- E. It is understood that “overtime” shall be defined as additional time for work over forty (40) hours per week which is necessary in the judgment of the Employer to complete required work. It is understood that the Employer shall not be required to pay overtime to replace absent Employees with substitutes during normal working hours nor shall it be required to pay overtime during the summer months when it traditionally hires extra custodians (i.e., ten-month Employees on occasion).

If overtime is scheduled by the Employer, it shall first be assigned to the custodians who work in the area/building of the assigned overtime, then to off-duty custodians, then to other members of the bargaining unit that are qualified, then to substitutes. Grounds overtime will be assigned by seniority.

- F. The Employer will investigate redistribution of work assignments upon written request of the Employee. If an Employee is subject to early call in, the Employer may, in its sole discretion, allow an Employee to work until the end of the Employee’s regularly scheduled shift or may require that the Employee work a shift which is shortened by that period of time constituting the early call in period.

- G. All overtime worked will be paid using the contractually established base rate of the work performed (e.g., grounds work, bus driving) at time and one-half (1½) times the Employee's base rate of pay.
- H. Regular pay for work performed prior to an Employee's completion of forty (40) hours of work is to be paid at the rate of the work performed.
- I. Pay for work performed prior to an Employee's completion of forty (40) hours of work during the regular shift is at the higher rate assigned to the category of work that the Employee is performing.
- J. If an Employee is assigned to work in two (2) different job categories (e.g., bus driver and grounds work), and the Employee's regularly assigned job duties for the first shift terminate prior to the time that the Employee is scheduled to perform the other job assignment, then that Employee will not be paid for the non-work time between each job.

ARTICLE 18
PAID FOR TIME

Any Employee who reports to work after being called in shall be paid two (2) hours pay at the rate specified in this Agreement.

ARTICLE 19
PAY PERIOD

All Employees covered by this Agreement shall be paid twice per month in accordance with the District payment schedule which shall be provided by the first business day in July. The pay stub of each Employee shall provide an itemized statement of the Employee's earnings and all deductions made for the period. The Employer may deviate from this policy schedule if necessitated by delays in state aid payments. In such case, the Employer shall notify the union president of the anticipated delay.

ARTICLE 20
LOSS OR DAMAGE

Employees are responsible for and may be charged for, loss or damage of school properties due to the negligence or misconduct of that Employee. The Employer shall not be responsible for any personal property brought to school by the Employee. The Employer has provided a suitable locked area or a custodian's locker for each Employee's use.

ARTICLE 21
EMPLOYEE EVALUATION

The carrying out of the job responsibilities of custodial Employees covered under this Agreement shall be evaluated from time to time by the Employee's supervisor or other person

designated by the Employer. The Employee shall have the opportunity to attach a written statement to the evaluation form indicating the area(s) of disagreement with such evaluation of not more than five (5) pages.

ARTICLE 22
HEALTH, SAFETY AND TUBERCULOSIS EXAMINATIONS

- A. All newly hired Employees shall be required to file with the Employer evidence of satisfactory health signed by a competent physician of the Employee's choice. This evidence of satisfactory health shall be filed prior to employment. The Employer may require the Employee to obtain another examination by a physician designated by the Employer at the Employer's expense. Additional examinations may be required periodically by the Employer. The purpose of said exam is to ensure that employees are able to perform essential job functions.
- B. All Employees shall be required to file with the Employer a certificate of freedom of tuberculosis signed by a physician licensed to practice in Michigan or by a local health department official to the extent required by law. Such certificate shall be filed with the Employer within ten (10) working days of the first day of regular school session and every third year thereafter.
- C. The Employer agrees to provide Employees with a Hepatitis B vaccination, if requested by the Employee. The Employer may elect the time, place and manner in which this benefit is to be provided.
- D. The Employer agrees to provide Employees training regarding blood borne pathogens if requested by the Employee. The Employer may elect the time, place and manner in which this benefit is to be provided.
- E. Employees are encouraged to inform the administration of any desired safety equipment which may enhance the health, safety and welfare of Employees. Such communications shall be directed to the Employee's supervisor and the Superintendent in writing.

ARTICLE 23
INCLEMENT WEATHER

- A. The Employer will notify Employees through public media announcements when school is canceled due to inclement weather. Employees shall contact their supervisor for work assignments and shall report for work, if possible, as soon as possible to their regular starting time. If additional information is needed, the Employee may contact the Superintendent's office between 9:00 and 10:00 a.m.
- B. It is understood that if an Employee does not report for work, on inclement weather days, he/she shall not be paid for the absence unless that Employee has used no sick or personal leave days during the preceding twelve (12) month period in which case that Employee is entitled to be paid for up to two (2) inclement weather days each school year. However, if it is not possible for an Employee to report for work due to inclement weather, an Employee at

his/her own option may prior to turning in the payroll card get paid for the snow day or inclement day by using his/her accumulated sick leave or personal business days. Once the card is turned in without any designation, it will be conclusively presumed that the Employee does not want to be paid for that and the aforementioned options shall no longer be available.

- C. An Employee shall determine whether it is possible to report for work and notify the District of this determination within two (2) hours of the Employee's scheduled reporting time.

ARTICLE 24
HOLIDAYS

- A. Each full-time Employee shall receive as a paid holiday any of the following days which fall within their assigned "work year":

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- December 24th
- Christmas Day
- December 31st
- All day Good Friday

When one (1) of the above holidays falls on a Saturday or Sunday, the Employer shall decide whether it will be observed on Friday or Monday.

- B. Employees entitled to receive a paid holiday will be paid at their regular hourly rate times the number of hours which they are normally scheduled to work on the day on which the holiday falls.
- C. In order to be eligible for holiday pay in this Article, the Employee must work the fully scheduled time on days both before and after the holiday except during a scheduled vacation period. See Article 26, Paragraph C.

ARTICLE 25
VACATIONS

- A. Each regular, full-time Employee will be granted vacation time based on the hire date of the Employee as follows:

At least six (6) months of service up to one (1) year of service - five (5) days.

More than one (1) year of service to seven (7) years of service - ten (10) days.

Eight (8) years of service to fourteen (14) years of service - fifteen (15) days.

Fifteen (15) years of service and above - twenty (20) days.

In the event that an Employee does not utilize sick leave for a consecutive twelve (12) month period, that Employee shall be entitled to additional non-cumulative vacation days in accordance with the following schedule:

One (1) year of seniority - one (1) extra vacation day.

More than one (1) year of seniority up to ten (10) years of service - two (2) extra vacation days.

Fifteen (15) years of service and above - three (3) extra vacation days.

- B. Vacations will be granted during the time commencing the first Monday following the teachers' last records day through August 15th to the extent possible considering both the wishes of the Employees and the efficient operation of the Employer. Up to three (3) to six (6) consecutive days at other times may be considered for vacation by the Employer upon written request. Final decision shall rest with the administration. Also, from seven (7) to ten (10) consecutive days at other times may be considered for vacation by the employer upon written request and such request shall: 1) Identify the reasons for the vacation request and not be for a period longer than ten (10) consecutive work days. Employees are not eligible for this benefit if they have received any disciplinary action or unsatisfactory evaluations during the preceding twelve (12) months or have utilized more than four (4) sick days in the preceding twelve (12) months.

To the extent possible, vacation time will be scheduled with preference going to the Employee(s) with the most seniority. In the event Employees request the same vacation period and all requests cannot be granted, the preference shall be based on seniority. The vacation time shall be scheduled no later than June 1st.

Vacation time will continue to be credited to the vacation "bank" of each unit member as is past practice on July 1st of each year based on years of service.

At such time as an Employee completes ten (10) or fifteen (15) years of service and reaches the next level of vacation, the additional week (week three (3) for ten (10) years of service, week four (4) for fifteen (15) years of service) will be credited to the member's vacation "bank" on the anniversary of their hire date rather than July 1st.

1. Up to two (2) Employees may take vacation time during the winter break and the spring break, subject to the following conditions:
 - a. Not more than one (1) custodian per break and one (1) groundskeeper may be gone at the same time.
 - b. The same Employee shall not be eligible to take vacation time during both the winter and spring break of the same school year.

- c. The Employer reserves the right to reassign work within the bargaining unit to cover vacationing Employees.
 - d. Requests for vacation for spring or winter break shall be in writing at least four (4) weeks prior to the start of vacation. Assignments for vacations at either spring or winter breaks will be made in writing by the administration at least three (3) weeks before the start of vacation.
- C. When a holiday is observed by the Employer during a scheduled vacation, the vacation shall be extended one (1) day continuous with the vacation.
- D. Vacation time shall not accumulate from year to year unless requested by the Employee and approved by the administration in writing prior to June 30th of the fiscal year.
- E. In the event that an Employee's employment relationship with the Board is terminated for any reason during a year in which the Employee has already used some or all of his/her annual vacation for that year, the Employee shall be responsible for reimbursing the Employer for the pro rata portion of his/her annual vacation which exceeds the amount of annual vacation credit accrued prior to the date of termination. Such reimbursement amount may be deducted from the Employee's last pay check.
- F. Upon termination, an Employee shall be paid for all unused vacation time accrued during the year of termination.

G. New Job Classification

If, during the life of this agreement, a new job classification is created by the employer, a temporary rate of pay for the new classification shall be established by the employer. The union will be notified promptly in writing as to the temporary rate and the effective date thereof. If no objection to the temporary rate thus set is registered with the employer within thirty (30) calendar days of its desire to negotiate with respect to such rate. Such negotiations shall be initiated within fifteen (15) calendar days after receipt by the employer of such written notice. In the event the parties cannot reach an agreement, the employer may implement its last best offer.

ARTICLE 26
EMPLOYEE RESIGNATION

Employees will be required to give two (2) calendar weeks notice of resignation in writing to the Superintendent unless otherwise waived, failure to work the required number of days shall result in forfeiture of all earned vacation days and other fringe benefits not already paid to the Employee.

ARTICLE 27
MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be printed at the equally shared expense of the Employer and the Union and presented to all Employees in the bargaining unit. New Employees shall receive a copy of this Agreement upon appointment to employment.
- B. If any provision of this Agreement or any application of the Agreement to any Employee or group of Employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent provided by law but all other provisions and applications shall continue in full force and effect.
- C. The Employer or its designated representative expressly reserves the right to accept services offered on a volunteer basis by individuals or organizations affiliated with or interested in School District affairs and operations. Such organizations may include, but are not limited to, athletic booster clubs, parent-teacher organizations, student extracurricular clubs or organizations.
- D. Supervisory Employees and non-bargaining unit Employees may perform duties normally performed by bargaining unit members whenever, in the reasonable exercise of discretion by the Employer or its designated representative, the performance of such duties on a temporary basis is necessary to insure continuity of essential administrative or educational functions of the School District.
- E. "Full-time" employment for the purposes of this Agreement shall be defined as being regularly scheduled to work not less than seven (7) hours duty time per day, five (5) days per week.
- F. Special Conferences.

Special conferences for important matters will be arranged between the Union 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 at least two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Special conferences may be attended by representatives of the Council and/or representatives of the International Union.

ARTICLE 28
WORKING CONDITIONS

- A. Employees shall not be required to work under unreasonably unsafe or hazardous conditions or to perform tasks, which unreasonably endangered their health or safety. Health, safety and equipment needs shall be reported to the Director of Building and Grounds or the Superintendent for proper action.
- B. All Employees will be held responsible for the exercise of good judgment and proper concern for the property and facilities of the School District and the safety of any persons using the same. This responsibility includes a duty to notify an appropriate administrator of any observed improper or unauthorized use or treatment of any school facilities and shall, in appropriate circumstances, include a reasonable effort to personally direct any such persons to cease such improper activity.
- C. Each Employee shall have a designated primary supervisor to whom they shall be responsible for purposes of all provisions of this contract requiring approval or authorization of the Employee's immediate supervisor. Each Employee shall receive written notification of his/her assigned supervisor.
 - 1. Employees assigned to multiple buildings or locations may have more than one (1) designated supervisor.
 - 2. All Employees shall be responsible to comply with the specific directives of administrative personnel other than their designated immediate supervisor.

ARTICLE 29
PICKET LINES

No Employee who fails to enter school premises during a primary labor dispute or strike being conducted by school Employees other than members of this bargaining unit shall be disciplined IF the failure to report is based on a clear and present threat to the immediate safety of the Employee by said other Employees. PROVIDED, however, that all Employees shall be required upon request to furnish the Employer with all available evidence of which they have knowledge and assistance in identifying and disciplining any persons threatening the health or safety of others and shall testify with regard to the same in any disciplinary proceedings instituted by the Employer against any such persons with regards to such conduct. PROVIDED, further that all Employees shall remain under a

continuing obligation to enter school premises and report for duty at such time as the Employer or its designated agent shall have determined such threat to safety to have abated.

Neither the Union nor any Employee in the bargaining unit shall attempt by threats, coercion, promises of inducement or any other means whatsoever to cause any Employee of the School District, whether or not a member of this bargaining unit, to withhold services in whole or in part or to refuse to report for duty. Any Employee acting in violation of this provision shall be subject to immediate discipline, up to and including discharge.

ARTICLE 30 **REDUCTION OF PERSONNEL**

- A. "Layoff" shall be defined as a determination by the Employer to effectuate reduction in the total number of Employees within the bargaining unit.
- B. The Employer or its designated representative expressly retains the authority to effectuate a reduction in personnel due to a lack of work or funds.
- C. All of the Employees laid off by the Employer shall be given notice of layoff fourteen (14) calendar days prior to the effective date of the layoff. PROVIDED, however, that Employees may be laid off on only seven (7) calendar days prior notice in the event that emergency conditions render longer notice not reasonably feasible.
- D. Any Employee laid off pursuant to this Article may, upon application and at his/her option, continue to receive insurance protection as outlined in this Agreement at his/her own expense, for a period of one (1) calendar year from date of layoff or until benefits are available to the Employee from another employer, whichever comes first. Such continuation of insurance benefits shall be contingent on prior payment by the Employee of the full amount of the applicable policy premiums.
- E. The Employer shall implement layoffs by retaining those Employees who are best "qualified" to perform the duties remaining after layoff. In the event that the Employer deems the Employee(s) to be equally qualified, then the layoffs shall be implemented by seniority with the least senior Employee(s) being laid off first.

In determining the relative qualification of Employees under this Article, the Employer shall consider by way of illustration rather than limitation, factors such as the Employee(s): disciplinary records; verbal counseling or other documentation of performance deficiencies; time and attendance; and performance evaluations.

- F. The Employer shall recall Employees from layoff according to the Employer's determination of which laid off Employee is best "qualified" to perform the duties and responsibilities of the vacant position. To the extent that Employees are laid off based on seniority, Employees shall be recalled based on seniority with the most senior being recalled first.
- G. Notices of recall shall be sent by certified or registered mail to the Employee's last known address as shown on the Employer's records. The recall notice shall state the time and date on which the Employee is to report back to work. It shall be the Employee's responsibility to

keep the Employer informed as to his/her current mailing address. A recalled Employee shall be given at least five (5) work days from the time notice is mailed to report to work. The Employer may fill the position on a temporary basis until the recalled Employee can report for work providing the Employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take such work upon recall. An Employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights under this Agreement.

- H. The right to recall under the provisions of this Article shall expire six (6) months after the date of layoff.
- I. It is understood that ten-month Employees need not be notified of the annual two (2) months off in the summer as they are seasonal Employees not required in the summer months.

ARTICLE 31 **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. The Employer and the Union, for the duration 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 subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 32 **EXTENT OF AGREEMENT**

- A. This Agreement shall constitute the full and complete commitment between both the Employer and the Union and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of these parties in the form of a written and signed amendment to this Agreement.
- B. Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement as of the date of execution of this Agreement. Any individual contract hereafter executed shall be expressly subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. This Agreement shall be controlling should any individual contract contain any language inconsistent with this Agreement.
- C. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be directly contradictory to explicit provisions of this Agreement.

ARTICLE 33
REQUESTS FOR TRANSFER AND JOB POSTING PROCEDURES

- A. Any Employee within the bargaining unit may file a written request for transfer with the Superintendent's office specifying the desired position or shift. Such requests shall be renewed annually in order to be considered.
- B. Prior to posting any known vacancies, the Employer will consider any requests to transfer on file. If no such requests are on file or if the Employer determines that the applicant from within the bargaining unit cannot be moved without disrupting an existing position filled by the applicant, the Superintendent may temporarily fill the vacancy with a substitute.
- C. If the Employer determines to post a vacancy, it shall post the vacancy for seven (7) work days on bulletin boards in each building specifying the nature of the job and the hours of work. Any Employee may apply for the vacancy in writing to their immediate supervisor. All transfer requests for the posted position as well as written applications will be considered. The Employer reserves the right to fill vacancies based upon its reasonable judgment considering the applicants' qualifications, experience and seniority within the District.

Any Employees transferring to a new position shall have a twenty (20) work day trial period for the Employer to determine if the transferee has the ability to perform the job. If, during the twenty (20) work day period the Employer determines that the transferee cannot perform the new job, the Employee shall have the right to return to his/her former position. Management's determination of the Employee's ability to perform the work during the twenty (20) work day trial period shall not be grievable. Also, the Employee shall have the right to revert to his/her former position during the twenty (20) work day trial period. It is understood that an Employee may not apply and receive more than one (1) twenty (20) work day trial period in one (1) school year.

- D. During the trial period, the Employee shall be paid the rate of pay for the job they are performing.

ARTICLE 34
TEN-MONTH EMPLOYEES

- A. It is understood that the Employer employs some bargaining unit members for ten (10) months only. These Employees generally work from the fall to the spring with approximately two (2) months off in the summer.

Such Employees will receive twelve (12) months of insurance and will have sick leave and vacation time pro-rated in ratio to twelve-month Employees.

- B. Ten-month Employees will have first right of refusal for additional work in the summer months.

ARTICLE 35
DURATION OF AGREEMENT

This Agreement shall be effective as of the date of execution as indicated below and shall continue in effect until the 1st day of July, 2009. Payment will be made as soon as reasonably possible. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period(s) by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives.

PENNFIELD SCHOOL SYSTEM

Dated: _____

BY: _____

BY: _____

BY: _____

BY: _____

LOCAL UNION

Dated: _____

BY: _____

BY: _____

BY: _____

BY: _____

ARTICLE 36
WAGES
1 YEAR 1% ON SCHEDULE/1% OFF SCHEDULE
WAGE REOPENER FOR YEAR TWO OF CONTRACT

CUSTODIAL/GROUNDS:	2007-2008	2008-2009
	2%	1% + 1% off schedule
Probationary	\$11.66	\$11.78
6 months and up to 10 years	\$13.27	\$13.40
10 years and up to 15 years	\$13.92	\$14.06
15 years and up	\$15.72	\$15.88

The parties defer negotiations on health insurance for 14 days from the date hereof, and agree to meet thereafter if no agreement is reached.