

MICHIGAN CENTER SCHOOLS

and

**LOCAL #139, AFSCME
CUSTODIAL/MAINTENANCE
AGREEMENT**

2007 -- 2010



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AGREEMENT

THIS AGREEMENT entered into between the MICHIGAN CENTER SCHOOL DISTRICT (hereinafter referred to as the "Employer") and the MICHIGAN CENTER SCHOOL EMPLOYEES CHAPTER OF LOCAL #139, 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 and the employees.

ARTICLE 1

Section 1. RECOGNITION - Employees Covered

- (a) 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 regular maintenance & custodial personnel of the Employer excluding students, supervisors (as defined by the Act), job trainees and all substitutes.
- (b) It is agreed that the Employer may employ and/or train student or temporary EMPLOYEES to assist in the delivery of custodial services. Student or temporary EMPLOYEES will be excluded from the BARGAINING UNIT. The number of temporary or student employees will not exceed eight (8) and the period of employment for these employees will be confined to those months when schools (colleges & universities) are not in regular session. In no case will the period of employment for these employees exceed ninety (90) working days.

Pupils will not be assigned or employed as student custodial helpers as punishment for unacceptable school behavior. Student custodial helpers will not be utilized to lower the custodial level below eight (8).

(c) **Definitions**

Full Time Employee -- An employee who is regularly scheduled to work the full EIGHT (8) HOUR day on a regular basis FOR THE CALENDAR YEAR.

Part Time Employee -- An employee who is regularly scheduled to work less than a full EIGHT (8) HOUR day AND/OR LESS THAN A FULL CALENDAR YEAR.

Substitute Employee -- An employee who is on call to work only when regularly scheduled employees are not available.

Temporary Employee -- An employee who provides services when help is required and is assigned to a specific job assignment for a specified period of time.

Section 2. UNION SECURITY - Agency Shop

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to the contract administrative costs allowed by law.

- (b) **Union Security, Membership, Fees, & Payroll Deduction.**
Membership Dues & Fees - Within thirty (30) working days of commencing employment all Union members shall pay either membership dues or a service fee equal to the amount allowed by law. The deduction of dues and/or fees shall be required as a condition of this Agreement. The Employer shall accordingly deduct dues and fees in accordance with the amount and time tables set by MCLA 408.477.
- (c) Any dispute arriving as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the local Union. The Union will indemnify and hold the Employer harmless from any and all claims, damages, liabilities, costs and expenses including court costs and attorney fees arising out of the implementation of this section.
- (d) **Dues Deduction -** Any Union member shall sign an authorization for payroll deduction of Union dues or fees. Such authorization shall continue in effect from year to year unless revoked by the participants in writing. Deductions will be made monthly.

Section 3. AID TO OTHER UNION

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 with respect to this bargaining unit for the purpose of undermining the Union.

Section 4. UNION DUES AND INITIATION FEES

- (a) **Payment by Check-Off.**
Employees who are members of the bargaining unit shall tender the initiation fee and monthly membership dues by signing an annual authorization for Check-Off of Dues form.

Check-Off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct union membership dues levied in accordance with the Constitution and by-laws of the Union from the pay of each employee who executes or has executed the Authorization for Check-Off of Dues Form provided by the Union.
- (b) **When Deductions Begin.**
Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted monthly prior to the 15th.
- (c) **Remittance of Dues.**
Deductions for any calendar month shall be remitted to the Secretary-Treasurer of Council #25 with a list for whom dues have been deducted within seven (7) days after each monthly period.

(d) **Termination of Check-Off.**

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

ARTICLE 2

Section 1. UNION REPRESENTATION

For the purpose of collective bargaining and negotiating, in respect to rates of pay, hours of employment, and other conditions of employment, the Union will be represented by TWO (2) committee members from the bargaining unit who are employees of the Michigan Center School District. One of these committee members will be designated as Chapter Chairperson.

Section 2. STEWARDS

The above committee members shall also act as stewards and shall be selected as follows:

One Custodial/Maintenance Employee.

One from the Unit at Large to be designated Chapter Chairperson.

Section 3. ADJUSTMENTS IN REPRESENTATION

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation. Therefore, it is mutually agreed that the number of committee members and/or stewards shall be subject to negotiation for an increase or decrease should the total number of employees covered by this Agreement increase or decrease by a minimum of ten (10).

Section 4. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer upon the request of either party. There shall be at least two (2) representatives of each the Employer and the Union in attendance at the meeting.

Arrangements for such special conferences shall be made in advance and an agenda of the items to be discussed at the special meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by a representative of the Council and/or the International Union.

ARTICLE 3

GRIEVANCE PROCEDURE

Section 1. DEFINITIONS

(a) A GRIEVANCE is an alleged violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.

Section 2. PROCEDURE

STEP 1.

Any employee with a GRIEVANCE may present it orally or in writing to his or her immediate supervisor. If the complaint is not satisfactorily resolved at this Step 1, the employee may proceed to Step 2 of the grievance procedure.

STEP 2.

- (a) The employee shall file a written grievance on the approved form (**Appendix C**) with his or her steward specifying how and which of the provisions of the Agreement have been violated, and the remedy sought, within ten (10) days after the event or occurrence which is its basis. All grievances shall be signed by the grievant and his or her steward. All information regarding the incident or situation will be shared with the Employer on the grievance form.
- (b) Within five (5) days after receipt of the written grievance, the Supervisor shall meet with the grievant and Union Steward in an effort to resolve the grievance. The Supervisor shall indicate his disposition of the grievance in writing within five (5) days of such meeting.

STEP 3.

- (a) If the grievance is not resolved at Step 2, it shall be submitted to the Superintendent or his representative within five (5) days after the Supervisor makes his disposition.
- (b) Within five (5) days the Superintendent or his representative shall meet with the Chapter Chairperson or his designated representative on the grievance and shall indicate his disposition in writing within five (5) days of such meeting.

STEP 4.

- (a) If the grievance is denied by the Superintendent or his representative in Step 3 and no agreement is reached, the grievance shall be transmitted to the Secretary of the Board of Education by the Chief Steward or his designated representative within five (5) days after the disposition by the Superintendent or his representative.
- (b) The Employer shall hold a meeting on the grievance within thirty (30) days after its receipt by the Secretary. Disposition of the grievance in writing by the Employer shall be made no later than seven (7) days thereafter.
- (c) The right to a Board level hearing is restricted to those issues which are subject to closed session review under the Michigan Open Meetings Act, and then only where the grievant requests a closed session. All other grievances may move directly to arbitration BY THE UNION.

STEP 5.

- (a) If a satisfactory decision has not been rendered in Step 4, the Union may submit a notice of intent to proceed to arbitration to the Superintendent within ten (10) days after the disposition in Step 4.

- (b) If the parties cannot agree as to the arbitrator within ten (10) days after said notice of intent is submitted to the Superintendent, the arbitrator shall be selected by the American Arbitration Association in accordance with its voluntary labor arbitration rules. The arbitrator shall not have the power to alter, add to, or to subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- (c) The fees and expenses of the arbitrator shall be shared equally by the Employer and Union.

Section 3. MISCELLANEOUS

- (a) Any grievance not answered within the time limits by the Employer shall be **ADVANCED TO THE NEXT LEVEL AT THE OPTION OF THE UNION.**
- (b) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
- (c) The time limits herein specified for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing.
- (d) A GRIEVANCE may not be withdrawn except by mutual agreement.
- (e) If a grievance is withdrawn, all financial liabilities shall be canceled.
- (f) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.
- (g) Stewards shall have the right to investigate grievances on the Employer's time in the following manner and under the following limitations:
 - (1) On receipt of notice of a grievance the steward shall notify his immediate supervisor as to place and person involved in grievance and if necessary the supervisor will release the steward as soon as possible.
 - (2) On arrival at the building where the aggrieved employee is working the steward shall report to the supervisor and/or principal of that building that he is contacting the aggrieved employee and on obtaining all the facts and having discussion with the aggrieved employee's supervisor, he shall return to his job and report to his supervisor and/or building principal.
 - (3) Such activities shall not be carried on during the first or last hours of the steward's regular work shift.
 - (4) Stewards shall receive a combined total of not to exceed ten (10) hours per month released time with pay for the services on grievances during regular working hours. Additional time will be allowed without pay as may be necessary.

- (h) The term "days" shall not include Saturdays, Sundays and holidays.
- (i) The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - (1) The termination of services or failure to re-employ any probationary employee.
 - (2) Any matter involving employee evaluations, but may not be used for disciplinary purposes.
 - (3) Any matter for which there is recourse under state or federal statutes.

ARTICLE 4
SENIORITY

Section 1. PROBATIONARY PERIOD

- (a) New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment. DAYS MISSED SHALL SERVE TO EXTEND THE PROBATIONARY PERIOD. Upon successful fulfillment of this probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day sixty (60) working days prior to the day he completes the probationary period. The Employer may extend the probationary period one (1) time for another thirty (30) days for a new employee, if the employee is given written improvement instructions. The Chapter Chairperson and steward shall be provided with a copy of the extension and written instructions.
- (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 Article 1, Section 1 of this Agreement, except discharged and disciplined employees for other than Union activity.
- (c) Seniority shall be determined on a classification basis with seniority to be measured from last date of hire within the classification. The classification is defined as custodial/maintenance. The last date of hire within the bargaining unit shall become the seniority date and number for each employee.

If an employee moves from one bargaining unit to another bargaining unit, his/her seniority in the previous bargaining unit will be frozen and his/her seniority in the new bargaining unit will be measured from the date he/she started in that bargaining unit. Seniority frozen in the previous bargaining unit shall remain frozen for as long as the employee is employed by the district. Seniority frozen shall not be used for bidding purposes. Seniority frozen shall only be used by the employee to bump the least senior employee in the previous bargaining unit when he/she is facing a layoff in his/her current bargaining unit. This section only applies to custodial/maintenance and bus drivers.

Section 2. SENIORITY LISTS

- (a) The seniority lists on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- (b) The Employer will keep the seniority lists up to date at all times and will provide the local Union membership with up to date copies annually.

Section 3. LOSS OF SENIORITY

An employee shall lose his or her seniority only if the employee:

- (a) Quits. (If the employee later returns he or she begins at the bottom of the seniority list.)
- (b) Is discharged.
- (c) Is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will notify the employee in writing at his or her last known address that the employee's employment has been terminated.
- (d) Does not return to work when recalled from layoff as set forth in the recall procedure.
- (e) Retires.
- (f) Is continuously laid off for a period equal to the employee's accumulated seniority or eighteen (18) months, whichever is lesser.

Section 4. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff, be employed as long as there is a job for which they are capable and qualified to perform and shall be recalled on the first open job in the unit for which they are capable and qualified to perform.

ARTICLE 5 **EMPLOYER RIGHTS**

The Employer, on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and the United States, including, but without listing the generality of the foregoing; the management and control of school properties, facilities, materials used, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers, rights, authority, duties and responsibilities by the Employer, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE 6
UNION RESPONSIBILITY

Section 1. OBJECTIVE

The Union recognizes that the primary objective of this Agreement is to promote orderly personnel relations between the Employer and its employees in order to attain efficient and uninterrupted operation of the Employer's school plants. The Union and its members agree that they, and each of them, will cooperate with the Employer to assure to it a fair day's work.

Section 2. STRIKE PROHIBITION

It is recognized that this Agreement is intended to set forth the rights and obligation of the Employer to the Union and the employees it represents, and that the grievance procedure set forth herein gives them full redress for any grievance arising from this Agreement. The Employer and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement, it shall not direct, instigate or support any strike action against the Employer. The Union further agrees that should it violate this provision of the Agreement, that the Employer shall be under no obligation or responsibility to fulfill the Agreement. P.E.R.A. outlines laws relative to work stoppages which both parties agree to abide by during this contract.

ARTICLE 7
LAYOFF

Section 1. DEFINED

The word "layoff" means a reduction in the working force.

Section 2. PROCEDURE

If it becomes necessary for a layoff, the following procedure will be mandatory. When the number of employees in the custodial classification is being reduced, those custodians who are probationary employees shall be laid off in inverse order of hiring. The last hired will be the first laid off. If further reductions are still necessary after the probationary custodial employees are laid off, the senior custodians will be laid off in inverse order of hiring. The last hired will be the first laid off PROVIDED THE EMPLOYEE IS CAPABLE OF DOING THE WORK AND IS QUALIFIED. NO CUSTODIAN MAY DISPLACE A MAINTENANCE EMPLOYEE UNDER THIS ARTICLE. A LAID OFF MAINTENANCE EMPLOYEE MAY DISPLACE A CUSTODIAL EMPLOYEE WITH LESS SENIORITY.

Section 3. NOTICE

Employees to be laid off for an indefinite period except in the event of natural catastrophes shall receive at least seven (7) calendar days notice of layoff. The Chief Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE 8
RECALL

CUSTODIAL AND MAINTENANCE employees will be recalled IN INVERSE ORDER OF seniority TO CUSTODIAL VACANCIES provided they are capable and qualified to perform the available work. ONLY MAINTENANCE EMPLOYEES WILL BE RECALLED TO MAINTENANCE VACANCIES. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report to the Employer within five (5) calendar days from the date of mailing of notice of recall, he shall be considered as quit unless during said five (5) calendar day period he is granted a leave of absence without pay by the Employer for a definite period of time.

ARTICLE 9
TRANSFERS OUT OF UNIT

Section 1. TRANSFER OUT OF BARGAINING UNIT

Employees who transfer from one bargaining unit to another (custodian - bus driver) will be listed on the bottom of the seniority list for purposes of layoffs, overtime, recall, transfers, and promotions. Their total service to the district will be used for the computation of all benefits referred to in this Agreement; provided that district seniority in the bus driver unit will be prorated at 1/2 the service of the custodial unit.

Section 2. CUSTODIAL DISPLACEMENT

In the event a custodial unit employee is displaced due to a school closing, the employee will have the right to bump the least senior person in the same classification.

ARTICLE 10
VACANCIES

Section 1. VACANCY/NEW POSITIONS

- (a) In the event of a vacancy or newly created custodial position, bargaining unit employees shall be given the opportunity to apply for such an open position provided they meet the qualifications which shall be conspicuously posted in each building for five (5) days.
- (b) A full time custodial VACANCY WILL BE AWARDED FIRST TO A FULL TIME EMPLOYEE, THEN TO PART TIME EMPLOYEES, PROVIDED THE EMPLOYEE IS QUALIFIED.

Maintenance positions will be awarded to THE MOST QUALIFIED APPLICANT AND THE DECISION IS NOT SUBJECT TO THE GRIEVANCE PROCEDURE.

- (c) Should a part time employee (custodian) bid on a full time position, their beginning salary will be that of a beginning employee.

- (d) In the event a custodial position is still vacant after the custodial bidding process is completed, any driver classified person who has applied during the five (5) day posting will be given consideration for the custodial position. However, this would not prevent the Employer from hiring an outside person whose qualifications exceed the current school employees who have applied.

Section 2. TRIAL PERIOD

- (a) The employee awarded the position shall be granted up to a four (4) week trial period to determine:
 - (1) His desire to remain on the job.
 - (2) His ability to perform the job.

In the event the senior applicant is denied the promotion by the Employer, reasons for denial shall be given in writing to such employee's Chief Steward. In the event the senior applicant disagrees with the reasons for denial, it shall be proper subject for the Grievance Procedure.

- (b) During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing by the Employer to the employee with a copy to the Union. The matter may then become a proper subject for Step 3 of the Grievance Procedure.
- (c) During the trial period, employees will receive the rate of pay of the job they are performing.
- (d) If a vacancy occurs and the Employer decides to fill such vacancy, the vacancy shall be posted within ten (10) working days after the Employer makes such decision and shall be awarded within five (5) working days after the final posting.

Section 3. BID RESTRICTION

An employee making a successful bid or transfer shall hold that position for three (3) calendar months before being eligible to bid on any new positions or vacancies.

ARTICLE 11
TEMPORARY TRANSFERS

Employees required to work in a higher classification on a temporary basis for one (1) day, or more, shall be paid the rate of pay of the higher classification while on such a job. Such temporary assignments shall be granted to the senior employee who meets the requirements.

ARTICLE 12
VETERANS' LAW

Except as hereinafter provided the reemployment rights of employees and probationary employees shall be governed by Veterans' applicable laws and regulations.

ARTICLE 13
LEAVE OF ABSENCE

Section 1. FAMILY MEDICAL LEAVE ACT

The Employer reserves the right to exercise those rights available to it under the Family Medical Leave Act and the rules established by the federal government for purposes of implementation of the Acts provisions.

Section 2. SICK LEAVE ALLOWANCE

Employees shall be eligible for sick leave with pay within the limits as set forth below:

- (a) All regular employees shall be allowed sick leave days during the year without loss of pay. Each employee shall be credited twelve (12) sick days and two (2) personal days at the beginning of each school year (September) subject to adjustment if the employee is not employed the entire year.

Sick leave will be granted for personal illness or disability of the employee or critical illness of immediate family (mother, father, children, spouse). THE SICK LEAVE DAYS FOR IMMEDIATE FAMILY ILLNESS IS LIMITED TO TWO (2) DAYS PER YEAR. ADDITIONAL DAYS MAY BE AUTHORIZED BY THE SUPERVISOR.

SICK LEAVE WILL BE PRORATED, AT THE OPTION OF THE EMPLOYEE, WHERE AN EMPLOYEE IS COLLECTING WORKER'S COMPENSATION. THE EMPLOYEE WILL MAKE A ONE TIME ELECTION ON THIS OPTION FOR EACH PERIOD OF DISABILITY THROUGH THE BUSINESS OFFICE IN WRITING WITHIN FIVE (5) BUSINESS DAYS OF THE FIRST DAY OF ABSENCE. IF THE PRORATION OPTION IS SELECTED, ONCE THE SICK LEAVE IS EXHAUSTED, THE EMPLOYEE WILL ONLY RECEIVE THE PAYMENTS AFFORDED BY LAW. THE DISTRICT WILL CONTINUE THE PAYMENT OF INSURANCE BENEFIT PREMIUMS FOR A PERIOD OF TWELVE (12) MONTHS FROM THE FIRST DAY OF ABSENCE ON WORKER'S COMPENSATION. THE DISTRICT MAY AT ITS OPTION (WITHOUT REVIEW THROUGH THE GRIEVANCE PROCEDURE) CONTINUE INSURANCE BENEFIT PAYMENTS AFTER THE ONE YEAR PERIOD.

- (b) Sick leave days which have not been used, may accumulate to the credit of the employee's account not to exceed 72 days, plus the 10 day bonus leave.
- (c) A bonus of ten (10) days sick leave will be credited to the employee's account on the first day of his 6th consecutive year of service.
- (d) Under normal situations, the Employer may require a doctor's certificate after three (3) days illness. The Employer may require the employee to have an examination by an Employer designated physician and report all conditions which might affect the performance or well being of the employee via a certificate or report from the examining physician. The Employer will assume any examination fees and pay the employee for his/her time to comply with this requirement.

Section 3. TERMINAL LEAVE PAYMENT

Terminal leave pay shall be paid to employees who qualify and retire or terminate under the provision of the Michigan Public School Employees Retirement Act, or to his estate upon death, at the following rates:

10 through 14 years - 1/2 of 60 days pay

15 through 19 years - 1/2 of 80 days pay

20 years or more - 1/2 of 100 days pay

Employees terminated for cause shall not be eligible for terminal leave pay.

Section 4. LEAVES OF ABSENCE WITHOUT PAY

Leave of absence without pay for a reasonable period not to exceed one (1) year will be granted when requested in writing by any employee who has been employed for two (2) or more consecutive years by the district without loss of seniority in any of the following cases. A second year may be granted, at the option of the Employer, if requested at least sixty (60) days before the expiration of the original approved leave.

- (a) Serving in any elected or appointed position, either public or Union.
- (b) Personal illness, either physical or mental. Request to return must be accompanied by an Employer designated physician's statement that the employee is able to resume his regular duties.
- (c) Prolonged illness in the immediate family, limited to spouse, children and parents of the employee.
- (d) Maternity and/or paternity leave shall be in accordance with sub-section (b) above and shall be handled as any other illness or disability leave.
- (e) Military leave shall be granted for the purpose of enlistment, conscription, or recall to active service in the military forces of the United States. This leave shall automatically be extended for the actual period of military service. Any employee granted military leave, shall forfeit all rights of reemployment in the district if the employee becomes separated from the military service because of a dishonorable discharge, or re-enlists at the completion of initial obligation.
- (f) Any employee who presents official orders requiring his attendance for a period of training in other active duty as a member of the United States Armed Forces or National Guard shall be entitled to military leave for a period or periods not exceeding a total of fifteen (15) calendar days in any one year.
- (g) One delegate for each fifty (50) members or less, of the local Union elected to attend a function of the Council or the International Union, such as conventions or conferences shall be allowed time off with pay to attend such conferences and/or conventions, not to

exceed five (5) working days annually. Additional delegates and time off may be allowed, but without pay.

Section 5. LEAVES OF ABSENCE WITH PAY

- (a) The parties agree there may be personal conditions (the employee will use good judgment in what is deemed personal business) or circumstances which may require absenteeism for other reasons than heretofore mentioned. The Employer agrees that such leave, not to be accumulated nor deducted from sick leave, may be granted and used in situations of urgency, for the purpose of conducting personal business which is impossible to transact on the weekends, after work hours, or during vacation periods. The maximum number of days to be two (2) per year. Requests for such leave days must be submitted 72 hours in advance except in an emergency. Replies for emergency days will be immediate. Other requests will be granted or denied within 48 hours after request is received.
- (b) A maximum of three (3) days leave shall be allowed upon the occasion of death in the immediate family. Immediate family in this case is defined as mother, father, spouse, children, mother or father of spouse, grandparents, grandchildren, brother or sister of employee and spouse.
- (c) An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay only if jury duty interferes with the employee's regular employment hours.

Section 6. RETURN FROM LEAVE OF ABSENCE

Any employee who is returning from an extended leave of absence (3 months or more) must notify the Employer in writing of his intention to return thirty (30) days prior to such return. Failure to comply with this section may be considered as a resignation and a forfeiture of seniority rights.

- (a) The employee will be placed in the same classification he held when he left on his leave of absence. It is mutually agreed that insofar as possible the employee will be placed in the same position he/she left.
- (b) It is further agreed that any vacancy created by an employee who is on a leave of absence will be filled as provided in Article 9-TRANSFERS and/or Article 10-PROMOTIONS. Employees who fill the vacancy by either of the two methods provided for in these Articles will revert to their former classification or position upon the return of an employee from a leave of absence. The last employee hired into the bargaining unit shall be subject to the layoff procedure in Article 7.

ARTICLE 14 **HOLIDAYS & VACATIONS**

Section 1. HOLIDAYS

0 Years Service	Christmas Day, New Year's Day
1 Year Service	Christmas Day, New Year's Day, July 4th, Thanksgiving Day

2 Years Service	Christmas Day, New Year's Day, July 4th, Thanksgiving Day & day after Thanksgiving, Labor Day
3 Years Service	Christmas Day, New Year's Day, July 4th, Thanksgiving Day & day after Thanksgiving, Labor Day, Memorial Day
4 Years Service	Christmas Eve & Christmas Day, New Year's Eve & New Year's Day, July 4th, Thanksgiving Day & day after Thanksgiving, Labor Day, Memorial Day, Employee's Birthday, Good Friday (provided school is not in session), and Friday before Labor Day or day of mutual choice.

Whenever any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on Sunday, the following Monday shall be observed as the holiday.

Employees shall be eligible for holiday pay under the following conditions:

- (1) The employee must work his last scheduled work day prior to the holiday and the scheduled work day following the holiday unless he is excused by the Employer, or he is absent for any reasonable purpose.
- (2) If the holiday is observed during an employee's scheduled vacation, his vacation shall be extended one extra day. If the holiday is observed while he is on sick leave the holiday will not be deducted from his leave allowance.

Section 2. VACATIONS

(a) Vacations will be awarded upon reaching the anniversary date of hire for employees hired after July 1, 1998, as follows:

1 year	1 week
2-4 years	2 weeks
5-9 years	3 weeks
10+ years	4 weeks

FULL TIME employees hired prior to July 1, 1998, anniversary date for purposes of vacation will be based on the date of June 30th as follows:

6 months - 1 year	1 week
2-4 years	2 weeks
5-10 years	3 weeks
10+ years	4 weeks

- (1) Vacation time may be taken anytime during the course of the year, provided the employee notifies the Employer in writing (custodial supervisor or Superintendent's Office) thirty (30) days in advance. In case of conflicts, vacation periods shall be granted according to seniority. From June 1st through September 30th, the Union agrees to allow the Employer the discretion to use state and federal programs for the better scheduling of vacations. During the school term, the Employer agrees to receive approval from the Union to retain state and federal programs.
 - (2) 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, on a pro-rata basis. A recalled employee who receives credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.
 - (3) Employees may either carry over or be paid a maximum of five (5) vacation days, based on his/her previous year's salary.
- (b) Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purpose may, at the request of the employee and within the discretion of the supervisor or Superintendent, be charged against vacation leave credit.
 - (c) Central administration office personnel or supervisor shall keep necessary records of vacation leave credit and shall schedule vacation leaves with particular regard to seniority of employees, in accord with operating requirements and insofar as possible, according to the desires of the employee.
 - (d) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation according to the above schedule and conditions.

ARTICLE 15
UNION BULLETIN BOARDS

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

- (a) Notices of recreational and social events.
- (b) Notices of elections.
- (c) Notices of results of elections.
- (d) Notices of meetings.

ARTICLE 16
RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation. AFSCME recognizes that management has the right to create new positions and new classifications. In recognizing this, AFSCME members will be notified of such a decision, whereby wages, hours and working conditions would be negotiable. Supervisory positions are not included.

ARTICLE 17
EQUALIZATION OF OVERTIME HOURS

- (a) Overtime hours shall be distributed as set forth in section (b).
- (b) Except as set forth in section (d). below, custodial overtime will be offered on a seniority based rotation to custodians within each building. If all the custodians within the building refuse the overtime, then it will be offered to custodians in other buildings based upon seniority. If the custodians within the other buildings refuse the overtime, it will be offered to the maintenance classification and if accepted, the maintenance employee will be paid at custodial rate.

Employees working in more than one building will designate one home building for purposes of this Article.

- (c) If all regular custodians and the maintenance classification (See section (b) above) refuse an overtime assignment and no qualified substitute is available, a qualified custodian with the least seniority will accept the assignment.
- (d) In an emergency situation, the custodial supervisor will select and assign the most available, qualified custodian to the needed situation and notify the custodian steward.
- (e) Custodians shall be guaranteed a minimum of one (1) hour of pay per occurrence when called in for overtime.

ARTICLE 18
WORKING HOURS

Section 1. WORK DAY

The regular full working day shall consist of up to eight (8) hours per day. When the Employer changes the work schedule of any employee, the Employer will notify the affected employee as soon as practical.

Section 2. LUNCH PERIODS

Each employee shall have a sixty (60) minute lunch period without pay. Except, employees on 3rd shift may, after a conference with their supervisor, elect to take only a thirty (30) minute lunch period without pay. Schedule will be adjusted to fit needs of responsibility. Employees can work through lunch with supervisor approval.

Section 3. REST PERIODS

Employees may take a break (2 - 15 minute breaks during an 8 hour shift, not to be used simultaneously), or the first and second half of their regular shift not to exceed fifteen (15) minutes each, whichever may apply. An employee shall punch out and in on the reverse side of their time card for breaks. Employees working at least four (4) hours shall receive a fifteen minute break.

Section 4. OVERTIME

Overtime pay shall be at the following rates:

- (a) Time and one-half will be paid for all hours physically worked in excess of forty (40) hours in a work week.
- (b) Double time will be paid as follows:
 - (1) For all hours worked on Sunday unless part of the employees regular work week.
 - (2) For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.
- (c) Paid time off regardless of its origin shall not be considered as time worked for purposes of computing overtime.

Section 5. ACT OF GOD DAYS

During the work day, when it is necessary to close schools due to tornado threats or other severe storm warnings or catastrophes, employees may leave their respective building or area and not return until the threat or warning ceases to exist. When school classes are canceled prior to the daily opening hour because of an Act of God, employees shall nevertheless report to work as soon as possible, UNLESS DIRECTED OTHERWISE BY SUPERVISION. IF DIRECTED NOT TO REPORT, THE EMPLOYEE WILL BE PAID FOR THE DAY. THE SUPERVISOR WILL DIRECT ANY CHANGES IN SCHEDULES ON ACT OF GOD DAYS.

Section 6. CHANGE IN SHIFT SCHEDULES

On days when pupils are not in attendance and an evening event is not scheduled, the building principal, head supervisor, and custodial staff may arrange a revision of the regular work-shift schedule. On these occasions the work-shift schedule does not have to conform with that in other buildings within the system.

ARTICLE 19 **DISCIPLINE AND DISCHARGE**

Subject to the employee's right to resort to the regular grievance procedure in the event of discharge or any other disciplinary action, the Employer reserves the right to discharge or

discipline any employee for reasons detrimental to the school system. No employee who has completed the probationary period will be disciplined without just cause. The Employer agrees to follow the principle of progressive discipline in appropriate cases. An employee may request the removal of disciplinary information from the employee's personnel file which is more than two (2) years old and upon receipt of such request the Employer may remove the disciplinary information if not prohibited by law, including Section 1230b of the Revised School Code.

ARTICLE 20 **TERMINATION AND MODIFICATION**

Section 1. TERMINATION

If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on ninety (90) day written notice prior to the current year's termination date.

Section 2. MODIFICATION

If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 3. NOTICE OF TERMINATION OR MODIFICATION

Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union to: Michigan Council #25, AFSCME, AFL-CIO, 1034 North Washington Avenue, Lansing, Michigan 48906, and if the Employer, addressed to: Superintendent of Schools, 400 South State Street, Michigan Center, Michigan 49254.

ARTICLE 21 **MISCELLANEOUS**

Section 1. DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement, and to provide a copy of this Agreement to all new employees entering the employment of the Employer.

Section 2. SUCCESSOR CLAUSE

To the extent that the laws of the State of Michigan provide this Agreement shall be binding upon the Employer's successors, assigns, purchaser, lessees or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law, and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer.

Section 3. COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

Section 4. GENDER

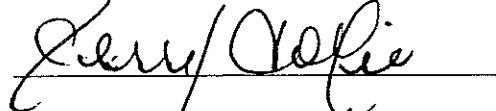
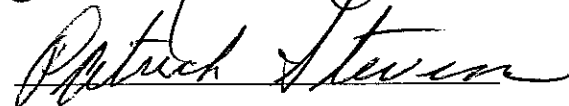
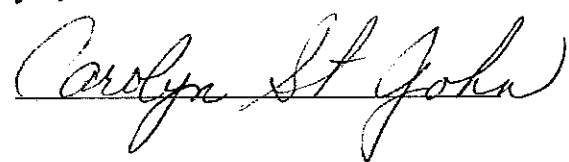
Wherever the masculine gender is used in this Agreement, it shall be considered to apply to either or both sexes.

ARTICLE 22
DURATION

This Agreement shall become effective UPON RATIFICATION BY THE PARTIES and shall continue in full force and effect until **June 30, 2010**.

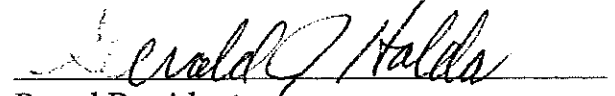


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

MICHIGAN CENTER SCHOOL EMPLOYEES
CHAPTER OF LOCAL UNION #139,
MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

Negotiating Committee
In presence of:

MICHIGAN CENTER SCHOOL
DISTRICT


Board President

Board Secretary

Superintendent of Schools

In presence of:

APPENDIX A

A. SALARY SCALE - Custodians

	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>
0 Years	\$12.61	\$12.86	\$13.06	\$13.25
1 Year	\$13.58	\$13.85	\$14.06	\$14.27
2 Years	\$14.43	\$14.72	\$14.94	\$15.16
3 Years	\$15.34	\$15.65	\$15.88	\$16.12
4 Years	\$16.30	\$16.63	\$16.88	\$17.13

SALARY SCALE - Maintenance

	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>
0 Years	\$15.29	\$15.60	\$15.83	\$16.07
1 Year	\$16.25	\$16.58	\$16.82	\$17.08
2 Years	\$17.10	\$17.44	\$17.70	\$17.97
3 Years	\$18.01	\$18.37	\$18.65	\$18.93
4 Years	\$18.98	\$19.36	\$19.65	\$19.94

Rates increase at anniversary date. Employee will assist Central Office/Payroll by informing them of anniversary date and need to increase rate. Employee's lack of notice will not stop increase from becoming effective on anniversary date.

B. BOARD PAID ANNUITY -- 1% (\$25.00) per month paid annually.

C. INSURANCE

Insurance shall be terminated on the last day of the month in which the employee terminates his/her employment.

1. EMPLOYEES NEEDING HEALTH INSURANCE -- PLAN A

Should the Employer change carriers, the hospitalization insurance plan will be equal to or better than THE PLANS LISTED BELOW.

The amount the employer pays for **Plan A** will not exceed \$13,762 annually FOR EACH FULL TIME EMPLOYEE.

In the event the annual **Plan A** rates exceed \$13,762 in the future, the excess will be payroll deducted from the employee on a monthly basis as a condition of this agreement.

MESSA CHOICES II

Long Term Disability

66-2/3%

90 Calendar Days-Modified Fill

\$3,500 Maximum

Freeze on Offsets

Alcoholism/Drug Addiction 2 Year

Mental/Nervous Same as Other Illness

\$10/\$20 Drug Card

Delta Dental	E 007 (80/80/80)
Vision	VSP-Silver
Negotiated Life	\$10,000 AD&D

2. EMPLOYEES NOT NEEDING HEALTH INSURANCE -- PLAN B

Delta Dental	Auto + 008 (100: 90/90/90: \$1,500)
Vision	VSP-Gold
Negotiated Life	\$30,000 AD&D
Long Term Disability	66-2/3%
	90 Calendar Days-Modified Fill
	\$3,500 Maximum
	Freeze on Offsets
	Alcoholism/Drug Addiction 2 Year
	Mental/Nervous Same as Other Illness

Employees electing **PLAN B** shall receive \$50.00 (fifty dollars) per month (\$100 PER MONTH IF THREE (3) OR MORE EMPLOYEES ARE ENROLLED IN PLAN B) in cash under a plan which is qualified under Section 125 of the Internal Revenue Code. The cash may be retained as such, or alternatively may be used to purchase available variable or tax-sheltered benefits. All terms and conditions of this plan are controlling.

D. RETIREMENT

During this Agreement, the Employer shall pay to the Public School Employees Retirement Fund for each eligible employee in the unit. The employee shall also be covered by social security.

Individuals retiring after ten (10) years of service to the district will receive \$50 per year for years of service or as per **Article 13, Section 3**, but not both.

E. PAYCHECKS

Paychecks will list the amount of personal leave and vacation time for each employee.

F. SIGNING BONUS

Employees will receive a one-time signing bonus of \$50.00 for the continuation of this contract.

APPENDIX B - List of Duties/Job Description

TITLE: Custodian
REPORTS TO: Custodial Supervisor

TERMS OF EMPLOYMENT: 12 month position subject to all rules and regulations covering classified personnel

POSITIONS SUPERVISED: None

BROAD STATEMENT OF RESPONSIBILITY: Responsible for maintaining the assigned district's building in such a state of operating excellence so that full educational use of facilities can be realized.

JOB FUNCTIONS: The custodian is responsible for providing the necessary ability to keep assigned buildings clean, safe, functional, and secure in accordance with prescribed codes and established District policies and standards.

General Responsibilities:

Other skills and abilities:

1. Shall be adaptable to working around children and adults
2. Shall possess skills maintaining school buildings in a manner acceptable to the general health and safety standards of school buildings

Basic Understanding in the Following Areas:

1. School Board policies and administrative guidelines
2. School district emergency procedures
3. School public relations
4. Role and function of public schools in community
5. Constructive working relationships with supervisors, fellow workers, general public, visitors and students

Essential Duties:

****Performs regular custodial duties in assigned area of building by following the detailed routine job sheet of duties for that area which may include:**

1. Sweeping, mopping and/or scrubbing, burnishing and stripping of hard surface floors as needed and/or per cleaning schedule
2. Dusting of furniture and surfaces as needed and/or per cleaning schedule
3. Sanitize locker rooms, restrooms and drinking fountains daily. Restrooms and locker rooms should include all fixtures, walls, and floors
4. Washing windows on both the inside and outside as needed and/or per cleaning schedule
5. Emptying of trash daily
6. Maintains custodial closet, inventory of custodial supplies and equipment. Restocks disposable items and provides Custodial Supervisor with inventory usage
7. Vacuums carpeted areas daily
8. Operates custodial equipment as required

****Takes instruction from Custodial Supervisor verbally or in writing**

- **Cleans and maintains assigned space and equipment in the building
- **Responsible for preparation & service necessary for events and activities
- **Assists visiting public utilizing the facilities with directions within building and in obtaining & setting up needed equipment
- **Maintains work related records and prepares various reports as directed
- **Maintains buildings and grounds security by securing doors and windows of the building each school day, during special events or when directed.
- **Performs such yard chores as shovel snow and salt walks as needed, and waste removal as requested to maintain the school grounds in a safe, clean and attractive condition
- **Makes minor building repairs and routine maintenance as directed by the Custodial Supervisor
- **Reports hazardous conditions immediately to the Custodial Supervisor or Director of Facilities
- **Reports damage to the building or grounds to the Custodial Supervisor
- **Be on call as needed at any time for emergency needs, overtime, or special needs falling outside of the normal working hours
- **The ability to complete your daily work plus accommodate the students, parents, administrators and staff
- **Required use of ladders and/or man lifts in the course of the daily duties for service work of equipment and fixtures
- **Projects a positive image for whenever the public, guests or visitors are in the building
- **Works closely with the Custodial Supervisor and/or Administrators to be prepared for scheduled evening activities and unscheduled events
- **There is a high probability that contact with blood borne material will occur within your daily duties. All duties and procedures are to be performed within health safety standards as per OSHA and/or MIOSHA
- **Other duties as assigned by the Custodial Supervisor and/or Director of Facilities

Qualifications/Training:

Knowledge, skills and experience necessary to complete work in an efficient manner are qualities needed to be eligible for employment as a custodian. The person must have the ability to operate, maintain, and make adjustment to various types of equipment as needed.

1. Ability to establish and maintain effective relationships with students, staff and community
2. Ability to effectively communicate in both written and spoken English language
3. High school diploma or GED - **Employees hired after 8/30/2007**
4. Ability to accept and learn new processes, technology or techniques
5. Ability to meet physical demands of the position

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand, walk, use hands and fingers to handle or feel objects, tools, or controls and talk or hear. The employee is frequently required to reach with hands and arms. The employee is occasionally required to sit. The employee must frequently squat, stoop or kneel, reach above the head and reach forward.

The employee continuously uses hand strength to grasp tools and climbs onto ladders. The employee will frequently bend or twist at the neck and trunk more than the average person while performing the duties of this job.

The employee must frequently lift and/or move up to 50 pounds, such as cleaning supplies, packing and unloading trucks. Occasionally the employee will lift and/or move 80 pounds such as salt and furniture. The employee will sometimes push/pull items such as tables, bleachers, scrubbing machines, etc. Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

ESSENTIAL FUNCTIONS:

CONSTANT = Activity performed 67-100% of time per day

FREQUENT = Activity performed 24-66% or 2/3 of day

OCCASIONAL = Activity performed 10-30% or 1/3 of day

RARE = Activity performed 1-10% or 1/6 of day

	RARE	OCCAS	FREQ	CONST
Floor to Waist Lift	100#	80#	50#	
Waist to Shoulder Lift	40#	25#	17#	
Overhead Lift		10#		
Horizontal Lift	80#	35#	17#	7#
Front Carry	30#	25#	12.5#	
Push -- Horizontal Tractive Force	40#	30#	25#	12.5#
Pull - Horizontal Tractive Force	30#	25#	12.5#	10#
Power Grip - Right & Left	19#	16#	10#	5#
Reach Overhead -- Right, Left & Lateral			X	
Squat - Sustained & Repetitive			X	
Bend				X
Head/Neck - Flexion, Rotation, Static Flexed Position			X	

GOALS:

Will provide annual goals through Growth Focused Appraisal and review bi-annually with supervisor

The above is intended to describe the general content of and requirements for the performance of this position. It is not to be construed as an exhaustive statement of duties, responsibilities or requirements.

APPENDIX C
AFSCME LOCAL 139

Custodial/Maintenance Official Grievance Form

Grievant's Name: _____

Date Grievance Arose: _____

Specific Details of Grievance: _____

Which supervisory member(s) is/are responsible for the alleged grievance? _____

Who witnessed the alleged grievance? _____

Cite all of the specific articles and provisions of the contract which are alleged to have been violated: _____

What occurred that allegedly violated the foregoing provisions of the contract? _____

When did this occur? _____

How was the contract allegedly violated? _____

The relief requested by the employee because of the alleged contract violation: _____

Employee's Signature _____ Date Grievance Filed _____ Steward Signature _____

Management Response: _____

Signature _____ Date _____

SECOND STEP//Delivered To: _____

Management Member _____ Date _____

Management Response: _____

Signature _____ Date _____

THIRD STEP//Delivered To: _____

Management Member _____ Date _____

Management Response: _____

Signature _____ Date _____

FOURTH STEP//Delivered To: _____

Management Member _____

Date _____

Management Response: _____

Signature _____

Date _____

ROBERTS' DICTIONARY of INDUSTRIAL RELATIONS

REVISED EDITION

by
Harold S. Roberts



Bureau of National Affairs, Inc.

Washington, D.C.

~~Just Cause~~—Proper or sufficient reasons for disciplinary measures imposed on workers by management. The term is commonly used in agreement provisions to safeguard workers from disciplinary action which is unjust, arbitrary, capricious or which lacks some reasonable foundation for its support. Disciplinary action also may be held to be lacking "just cause" if the penalties bear no reasonable relationship to the degree of the alleged offense. The just cause justifying a discharge generally is related to the employee's work—any conduct, action, or inaction by, arising from, or directly connected with his work, which is inconsistent with his obligations to his employer under his contract of hire, or union contract—and reflects the employee's willful disregard of the employer's interests. When defined in agreements, "just cause" for discipline usually includes such offenses as dishonesty, theft, insubordination, fighting on the job, inefficiency, repeated absence or tardiness, intoxication on the job, and destruction of company property.

Professor Carroll R. Daugherty has suggested seven test questions for determining "just cause" for discipline. Daugherty maintains that a "no" answer to any one of the following questions would normally indicate that just cause for discipline did not exist. His test questions are:

(1) Was the employee given advance warning of the possible or probable disciplinary consequences of his conduct? (2) Was the rule or order reasonably related to the efficient and safe operation of the business? (3) Before administering discipline, did the employer make an effort to discover

whether the employee did, in fact, violate a rule or order of management?

(4) Was the employer's investigation conducted fairly and objectively? (5) Did the investigation produce substantial evidence or proof that the employee was guilty as charged? (6) Had the company applied its rules, orders, and penalties without discrimination?

(7) Was the degree of discipline administered in the particular case reasonably related to (a) the seriousness of the employee's proven offense, and (b) the employee's record of company service?

Source References: Employing Lithographers Assn. of Detroit, 21 LA 672; RCA Communications, Inc., 29 LA 571; Grisf Bros. Cooperage Corp., 42 LA 555; West Virginia Pulp & Paper Co., 45 LA 515; Enterprise Wire Co., 46 LA 359; Frank Elkouri and Edna A. Elkouri, HOW ARBITRATION WORKS (rev. ed., Wash., D.C.: BNA, 1960); Lawrence Stessin, EMPLOYEE DISCIPLINE (Wash., D.C.: BNA, 1960).

