

MASTER AGREEMENT

Between

SHELBY PUBLIC SCHOOLS  
BOARD OF EDUCATION

And

SHELBY PUBLIC SCHOOL EMPLOYEES  
CHAPTER OF LOCAL 2389 MICHIGAN COUNCIL #25  
AFSCME, AFL-CIO

Effective Date: July 1, 2007

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## **AGREEMENT**

This Agreement entered into on this first day of July, 2007 between the Shelby Board of Education (hereinafter referred to as the "Employer") and Shelby Public Schools Employees' Chapter of Local #2389, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

### **PURPOSE AND INTENT:**

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

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

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

### **ARTICLE 1. RECOGNITION (Employees Covered)**

Pursuant to, and in accordance with, all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the employer included in the bargaining unit described below:

- a) All custodial and maintenance employees, and all food service employees, but excluding bus mechanics, supervisors and all other employees.
- b) Substitutes and Temporary Employees. Substitutes shall be defined as employees who are called on an intermittent basis to fill in for employees who are absent due to illness, personal leave, bereavement, or vacation. Temporary employees shall be defined as employees who are used to fill in for employees who are on a leave of absence or other long-term sickness.

Temporary employees shall not normally be used for a period in excess of ninety (90) calendar days unless otherwise mutually agreed upon. In any event, temporary and substitute employees shall not be covered by the terms of this agreement.

Temporary and substitute employees shall not be used to displace regular bargaining unit employees nor shall the Employer use a series of temporary hires to avoid filling a bargaining unit job.

**ARTICLE 2. AID TO OTHER UNIONS**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

**ARTICLE 3. MANAGEMENT RIGHTS**

The Union shall recognize that the board of education, on its 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 the Constitution of the State of Michigan, and of the United States.

Except as expressly abridged or modified by this Agreement or by the Act, the powers, rights, authorities, duties and responsibilities shall include the right to hire, promote, or demote; to transfer and discharge; to layoff; to retire employees, to determine schedule of hours of work and school term; to sub-contract work, which is not normally performed by the bargaining unit, and to make and enforce reasonable rules and regulations (the union will be notified in advance of any changes in rules/regulations) to promote safety, efficiency, discipline, order and protection of the employer's employees, operations, and property from injury, damage or other loss from any source. In return for wages and fringe benefits, the employees agree to perform a fair day's work.

**ARTICLE 4. UNION SECURITY**

- a) Employees covered by this agreement at the time it becomes effective and who are members of the union at that 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 dues and initiation fees uniformly charged for membership for the duration of this agreement.
- b) Employees covered by this agreement who are not members of the union at the time it becomes effective shall be required as a condition of continued employment to become members of the union or pay a service fee equal to dues and initiation after the effective date of this agreement, and such condition shall be required for the duration of this agreement.
- c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement shall be required as a condition of continued employment to become members of the union or pay a service fee to the union equal to dues and initiation fees required for membership for the duration of this agreement, commencing the thirtieth (30<sup>th</sup>) consecutive calendar day following the beginning of their employment in the unit.
- d) In the case an employee objects to paying the representative fee as defined above, a special recipient of the representation fee may be named by mutual agreement of the Employer and the Union; provided, however, that the naming of such special recipient does not conflict with the law.

- e) The provisions of this Article shall not apply to temporary or substitute employees who accrue no rights or benefits under this Agreement.
- f) Should an employee terminate his/her services, his/her position must be filled within thirty (30) working days. An exception would be if there would be cutbacks because of financial difficulties or a reduction in the custodial workload.

**ARTICLE 5. DUES CHECK-OFF**

- a) The Employer agrees to deduct from the wages of any employee, who is a member of the union, all union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the employer herein (see paragraph "d"), provided that the said form shall be executed by the employee. The written authorization for union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the employer and the union.
- b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and Bylaws of the local union. Each employee and the union hereby authorize the employer to rely upon and to honor certifications by the secretary-treasurer of the local union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and/or initiation fees.
- c) The employer agrees to provide this service without charge to the union.

d) Authorization Form:

To: _____			
Employer (Shelby Public Schools)			
I hereby request and authorize you to deduct from y earnings, one of the following:			
_____ an amount established by the Union as monthly dues,			
OR			
_____ an amount equivalent to monthly union dues, which is established as a service fee.			
The amount deducted shall be paid to Michigan Council #25, AFSCME, AFL-CIO in behalf of Local #2389.			
By: (please print			
First Name	Last Name	Middle Initial	
Street Number	Street Name	City	Zip Code
Telephone Number:			
Signature:		Date:	
Employer's Copy			

**ARTICLE 6. REPRESENTATION FEE CHECK-OFF**

- a) The employer agrees to deduct from the wages of any employee who is not a member of the union the union representation fee, as provided in a written authorization in accordance with the standard form used by the employer herein (see paragraph "d" of Article 5); provided, that the said form shall be executed by the employee. The authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the employer and the union.
- b) The amount of such representation fee will be determined as set forth in Article 4 of this contract.
- c) The employer agrees to provide this service without charge to the union.

## **ARTICLE 7. REMITTANCE OF DUES AND FEES**

- a) When Deductions Begin. Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee, and shall be deducted from the first pay period of the month and each month thereafter.
- b) Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than fifteen (15) days following the payroll in which they were deducted.
- c) The employer shall additionally indicate the amount deducted and notify the financial officer of the council of the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list at all new hires since the date of submission of the previous month's remittance of dues.

## **ARTICLE 8. UNION REPRESENTATION**

- a) Stewards, Alternate Stewards and Unit Chairperson. The employees covered by this agreement will be represented by two (2) stewards. The union shall have the exclusive right to assign said stewards, and shall assign only one (1) steward to each of the following locations or departments:
  1. custodians
  2. food service personnel
- b) In the event that a problem or grievance should arise, the steward or alternate will investigate the problem or grievance during the last hour of the shift and without loss of time or pay under the following guidelines:
  1. Stewards and alternates shall function only within their respective department.
  2. The custodial steward or alternate may not investigate a complaint, or present, or handle a grievance until such time as arrangements have been made to have his/her assigned building covered by another custodial/maintenance employee.
  3. Before any steward may leave his/her work station to investigate a complaint or handle a grievance, he/she shall inform his/her immediate supervisor of such requirement and the estimated time involved. Subject to the requirements of the previous section, the request will be granted.
  4. In accordance with the grievance procedure, the unit chairperson will be allowed the necessary time off during working hours, without loss of time or pay, to present grievances to the employer.



c) Union Bargaining Committee

1. Employees covered by this agreement will be represented in negotiations by three (3) negotiating committee members. All bargaining by the parties shall commence at a mutually agreeable time.
2. Should the negotiations take place during a normal shift, the employee will not lose time or pay for time spent in negotiations.

**ARTICLE 9. SPECIAL CONFERENCES**

- a) Special conferences for important matters will be arranged between the chapter chairperson and the employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the union and two (2) representatives of management. Arrangements for such special 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. Conferences shall be held at a mutually agreed upon time. The members of the union shall not lose time or pay for time spent in such conferences when such conferences take place during the employees' normal shift. This meeting may be attended by representatives of the council and/or representatives of the International Union.
- b) The union representative may meet on the employer's property for at least one-half (1/2) hour preceding the conference.

**ARTICLE 10. GRIEVANCE PROCEDURE**

- a) It is the intent of the parties to this agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them and to prevent grievances and to settle any disputes as fairly and promptly as practical. It is understood by both the union and the employer that any grievance or problem not appealed by the union within the time limits shall be deemed settled on the basis of the employer's last answer. Likewise, failure of the employer to answer within the time limit shall be deemed a settlement on the basis of the union's original demand.
- b) A grievance is any dispute, controversy or difference between the union and employer with respect to the meaning, interpretation or application of any specific Article or Section of this agreement.
- c) Grievances will be presented to the employer during the hours of 8:30 a.m. and 4:30 p.m. on Monday through Friday. The employer will answer, in writing, any grievance presented to it, in writing, by the union.
- d) Any employee having a grievance will process it in the following manner and within the specified time limits.

Step 1:

- a) If an employee feels he/she has a grievance, he/she may discuss the grievance or problem with his/her steward or supervisor.
- b) An employee and/or his/her steward may then discuss the problem or grievance with the immediate supervisor within ten (10) working days of the employee's knowledge of the occurrence. The purpose of this step is to resolve the matter informally.

Step 2:

- a) If the matter is thereby not disposed of, the steward shall submit the grievance, in writing, to the immediate supervisor on approved grievance forms within five (5) working days after the informal meeting. Upon receipt of the grievance, the supervisor shall sign and date the steward's copy of the grievance.
- b) The immediate supervisor shall give a written reply to the steward within three (3) working days. The written grievance shall contain the following:
  - 1. It should be signed by the grievant(s) or the union.
  - 2. It should contain the facts giving rise to the grievance.
  - 3. It should specify the section of the agreement alleged to have been violated.
  - 4. It should contain the date of the event giving rise to the grievance.
  - 5. It should specify the relief sought.

Step 3:

If the answer at Step 2 is not satisfactory to the union, the grievance shall be presented, in writing, by the chapter chairperson to the superintendent or his/her designated representative within five (5) working days following the immediate supervisor's reply. The superintendent or his/her designated representative shall sign and date the chapter chairperson's copy. The superintendent may then arrange a meeting to discuss the grievance. Non-employee representatives may be present at such meeting. The superintendent or his/her designated representative shall give a written reply to the chapter chairperson within ten (10) working days following such meeting.

Step 4:

- a) If the answer at Step 3 is not satisfactory and the union wishes to carry it further, the chapter chairperson shall refer the matter to Council #25.

- b) In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the employer's answer at Step 3, meet with the employer for the purpose of attempting one last effort to resolve the dispute(s). If the dispute(s) remain unsettled, and the council wishes to carry the matter further, Council #25 shall file a Demand for Arbitration in accordance with the American Arbitration Association's Voluntary Labor Arbitration Rules.
- c) If the parties are unable to agree upon an arbitrator, he/she shall be appointed by the American Arbitration Association.
- d) The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the close of the hearing. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.
- e) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the union, its members, the employee(s) involved, and the employer. The arbitrator shall make a judgment based on the express terms of this agreement, and shall have no authority to add to or subtract from or disregard, alter or modify any of the terms of this agreement. The expenses of the arbitrator shall be shared equally between the employer and the union.
- f) Either party may request that the evidence and proceedings be stenographically reported and the cost of such shall be borne by the party requesting it, including their own witnesses. If either party should request stenographic reporting, they shall furnish the arbitrator and the other party copies of the evidence and copies of the transcript of the proceedings.
- g) No party other than the union or Shelby Public Schools, may invoke the arbitration request or process.
- h) An employee may present a grievance to the employer and have the grievance resolved without intervention of the union or its representatives, provided the adjustment is not inconsistent with the terms of this agreement, and the union has been given the opportunity to have its representatives present.
- i) A grievance may be withdrawn without prejudice; and if so withdrawn, all financial liabilities shall be canceled. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.
- j) Hearings will be held at Shelby, Michigan, in accordance with the American Arbitration Association's Voluntary Labor Arbitration Rules.

## **ARTICLE 11. COMPUTATION OF BACK WAGES**

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

## **ARTICLE 12. DISCHARGE AND SUSPENSION**

- a) The employer will not discharge an employee or take other disciplinary action without just cause.
- b) Notice of discharge or suspension.
  1. The employer agrees, promptly upon discharge or suspension of an employee **to notify** his/her steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
  2. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward and the employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the employer. Upon request, the employer or his/her designated representative will discuss the discharge or suspension with the employee and steward.
- c) Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, a complaint shall be presented, in writing, to the superintendent within five (5) regularly scheduled working days of the discharge or suspension. The superintendent or his/her designated representative will review the discharge and give his/her answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the employee, the matter shall be referred to Step 4 of the grievance procedure.
- d) Use of Past Record. In imposing any discipline or discharge on a current charge, the employer will not take into account any prior infractions which occurred more than three (3) years previously.

## **ARTICLE 13. SENIORITY (Probationary Employees)**

- a) New employees hired in the unit shall be considered as probationary employees for the first one hundred (100) working days (working days means days actually worked and does not include things like sick days, holidays and snow days). **When an employee successfully completes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from his/her date of hire. There shall be no seniority among probationary employees. Probationary employees will receive no sick leave pay, vacation leave pay, funeral leave pay, or personal leave pay during the probationary period, and even though there will be no retroactive pay for any leave used during the probationary period, upon successful completion of the probationary period, these**

leaves will accrue from the date of hire. Holidays that occur during the probationary period will be paid.

\*"Hired" is the date of the Shelby Brd. meeting when the board approved the hiring.

- b) Probationary employees shall be subject to this agreement in respect to rates of pay, wages, hours of employment, and other conditions of employment. A probationary employee may be discharged, disciplined, transferred, laid off for any reason other than lawful union activity without recourse to the grievance procedure.
- c) For the purpose of applying wages and other economic benefits under this agreement, the seniority shall be on an employer-wide basis in accordance with the employee's last date of hire. For the purpose of promotion shift preference and for applying layoffs and recall, seniority will be on a department-wide basis. Departments to be as follows:
  - 1. custodial (includes building/grounds position)
  - 2. food service employees
  - 3. head cook
  - 4. maintenance

#### **ARTICLE 14. SENIORITY LISTS**

- a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- b) The seniority list on the date of this agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.
- c) The employer will keep the seniority list up to date and will provide the chapter chairperson with same, as requested.
- d) The anniversary date for fringe benefits will be July of each year (this includes but is not limited to vacation leave, sick leave, funeral leave, personal leave, tool allowance and uniform allowance.) Persons hired at a time other than July 1 will have these benefits prorated for the portion of the year they are working prior to the next July 1.  
Persons leaving the service of Shelby Public Schools at a time other than July 1 will have these benefits prorated for the actual part of the year they have worked.

#### **ARTICLE 15. LOSS OF SENIORITY**

An employee shall lose his/her seniority for the following reasons only:

- a) He/she quits.
- b) He/she is discharged and the discharge is not reversed through the procedure set forth in this agreement.

- c) He/she is absent for one (1) working day without notifying the employer. In proper cases, exceptions shall be made. After such absence, the employer will send such written notification to the employee at his/her last know address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- d) If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- e) Return from sick leave and leaves of absence will be treated the same as c) above.
- f) He/she retires.

**ARTICLE 16. SHIFT PREFERENCE**

Employees covered by this agreement shall be allowed, once each year, to exercise shift preference within their classification on the basis of seniority, provided the employee has the ability to perform the job. By July 1, employees wishing to exercise a shift preference will have their written request into their union steward and to the superintendent. Other employees impacted by the shift preference will have seven (7) days (after they are notified of the “bump”) in which to provide a written request for their shift preference. When all “bumping” is completed, everyone involved will be notified. A shift preference at a time other than the above stated time may be approved by the superintendent and AFSCME local president when it is for good and proper reasons.

\*Classifications: Food service, head cook, custodian, grounds, maintenance

**ARTICLE 17. LAYOFF DEFINED**

- a) The word “layoff” means a reduction in the work force due to a decrease of work or decrease of funds.
- b) In the event it becomes necessary for layoff, the employer shall meet with the proper union representatives at least two (2) weeks prior to the effective date of layoff except in cases of impossibility because of emergency to do so. At such meeting the employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations.
- c) When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first.
- d) Employees to be laid off will receive at least two (2) weeks advance notice of the layoff.

- e) During layoff there shall be no scheduled overtime unless it becomes necessary because of emergency conditions.

**ARTICLE 18. RECALL PROCEDURE**

When the working force is increased after a layoff, employees will be recalled according to the inverse order of being laid off. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within five (5) working days from the date of mailing of notice of recall, he/she shall be considered a quit. In proper cases, exceptions may be made.

**ARTICLE 19. TRANSFERS**

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

**ARTICLE 20. JOB POSTING AND BIDDING PROCEDURES**

- a) All vacancies and/or newly created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of seven (7) working days setting forth the hours, shift, location and minimum requirement for the position in a conspicuous place on union bulletin boards in each building. Employees interested shall sign the posting within seven (7) working days' posting period. The senior employee signing for the position who meets the necessary minimum requirements as specified by the employer shall be granted a four-week trial period to determine:
  - 1. His/her desire to remain on the job
  - 2. His/her ability to perform the job
- b) The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given, in writing, to the employee and his/her steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The employer shall furnish the chapter chairperson with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period, the employer shall furnish the chapter chairperson with a copy of the list of names of those employees who applied for the job and thereafter notify the union's chapter chairperson as to who was awarded the job.

- c) During the four-week trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employer determines that the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his/her steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.
- d) During the trial period, employees will receive the rate of pay of the job they are performing.
- e) Employees required to work in a higher classification shall be paid the rate of the higher classification.

**ARTICLE 21. VETERANS (Reinstatement)**

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

**ARTICLE 22. LEAVE OF ABSENCE FOR VETERANS**

- a) Employees who are in a branch of the Armed Forces Reserve or National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. (A maximum of two (2) weeks per year is the limit, except in cases of emergency as defined by mutual agreement of the employer and the union.)

**ARTICLE 23. LEAVE OF ABSENCE**

- a) Leaves of absence for periods not to exceed the below specified time will be granted, in writing, without loss of seniority for:
  - 1. Serving in any elected or appointed position, public or union (one year, unpaid, with no accumulation of seniority).
  - 2. Child-care leave (one year, unpaid).
  - 3. Illness leave - physical or mental (six months, unpaid).
  - 4. Long-term illness in immediate family (six months, unpaid).

Such leaves may be extended for like cause by mutual agreement of the employer and the employee.

- b) Employees shall accrue seniority while on any leave of absence (a.1 above) granted by the provisions of this agreement, and shall be returned to the position they held at the time the leave of absence was granted or to a position to which his/her seniority entitles him/her.



- c) Members of the union selected to attend a function of the union, i.e., the International Union Convention, the Michigan Council #25 Convention, coordinating committees, council executive board meetings, shall be allowed time off without loss of time or pay to attend. Such leaves shall be limited to two (2) personal days per year.
- d) Bargaining unit employees who choose to participate in a job-related inservice training program will be allowed time off without loss of time or pay to attend. Such leave will be limited to two (2) personal days per year\* In the case that such training is required as a part of an employee's certification for the job they are performing, the employer will pay the cost of tuition and registration.
- e) **Employees on an unpaid leave of absence will not be paid for any holidays that occur during the leave.**

\*Time can be extended, if necessary, for certification.

#### **ARTICLE 24. UNION BULLETIN BOARDS**

The employer will provide bulletin boards in each building which may be used only by the union for posting notices pertaining to union business. The employer also agrees to allow the use of a school building for meetings of the Shelby Public Schools Chapter of Local 2389.

#### **ARTICLE 25. RATES FOR NEW JOBS**

When a new job is created, the employer will notify the union of the classification and rate structure prior to its becoming effective.

#### **ARTICLE 26. TEMPORARY ASSIGNMENTS**

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., may be granted to the senior employee who meets the minimum requirements for such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

#### **ARTICLE 27. JURY DUTY**

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. An employee subpoenaed to testify in court shall be granted such time without loss of time or pay if the subpoena is related to school business. An employee subpoenaed to testify in court for any other reason shall be granted such time as personal time or vacation time with the option to take such time without pay if the employee has no personal or vacation time left.

## ARTICLE 28. SAFETY COMMITTEE

The employer agrees to attempt to provide a safe working environment for all bargaining unit employees.

## ARTICLE 29. WORKER'S COMPENSATION (on the job injury)

Each employee will be covered by the applicable worker's compensation laws and the employer further agrees that an employee being eligible for worker's compensation will receive in addition to his worker's compensation, an amount to be paid by the employer sufficient to make up the difference between worker's compensation and his/her regular weekly net income not to exceed a period of up to **six (6) months**.

## ARTICLE 30. WORKING HOURS (shift premium and hours)

- a) Employees who work more than fifty percent of their shift after 3:00 p.m. shall receive an additional fifteen cents (\$0.15) per hour shift premium added to their base rate of pay for all hours worked after 3:00 p.m. **The shift premium will be paid for sick, funeral and personal leaves during the school year, vacation time during the school year, school year holidays and for unscheduled school year days such as snow days (in other words for such time when the employee would normally be working the premium shift). It will not be paid for holidays or vacations during the summer, Christmas Break, Spring Break or other days when the employee would usually work during a non-premium shift.**
- b) Shift Hours. The shift hours shall be designated as per mutual agreement between the employer and the union, and will be established by past practice. No shift will be changed unless agreed upon by the employer and the union.
- c) The regular work day for custodial/maintenance employees will be eight (8) hours per day for a total of forty (40) hours per week as has been the past practice unless changed by mutual agreement. Food service employees will be considered part-time employees.
- d) Employees will be allowed thirty (30) minutes for lunch, not included in their regular work day.
- e) Employees may take a fifteen (15) minute work break in the a.m. and also a fifteen (15) minute work break in the p.m. or the first half and second half of their regular shift, whichever may apply. Part-time employees working 3 to 6 continuous hours per day may take one fifteen (15) minute break and those working 6 to 8 continuous hours may take two fifteen (15) minute breaks per day. Supervisor and employee shall establish the timing of breaks.

- f) Every attempt will be made to post overtime requests at least five (5) days prior to the event. The posting will end forty-eight (48) hours prior to the event. Overtime will be available on a rotating basis, starting with the most senior employee. Employees offered overtime (whether accepted or refused) will then drop to the bottom of the list.
- g) Shift hours will be assigned with regards to utmost efficiency.
- h) Time and one-half shall be paid:
  1. for all hours worked in excess of 8 hours in a day
  2. for all hours worked in excess of 40 hours in a week
- i) Double time will be paid as follows:
  1. for all hours worked on Sunday
  2. for all hours worked on holidays that are defined in this agreement in addition to holiday pay
- j) Time and one-half will be paid to food service personnel as follows:
  1. for all hours worked in excess of 8 hours in a day
  2. for all hours worked outside the normal workday i.e. banquets, etc.
  3. When an extra banquet is planned, the food service personnel who is regularly assigned to the building at which the banquet will take place will be the first called to perform the extra work. If additional personnel are needed, the employer will call in food service personnel from a "unit-wide" list. Personnel who refuse to work pursuant to the above procedure will not have the time counted against them.
- k) When food service personnel or custodians are called in to work extra or additional events after regular working hours, the food service personnel and custodians will be asked to work during that time. **When an outside group is paying for the custodial/food service employee(s), the employee(s) will be available to provide all appropriate assistance to the group and will be a supportive and helpful representative of Shelby Public Schools. When the employee is being paid by Shelby Public Schools, the custodial/food service employee(s) will do all appropriate and assigned work, either for the event or in the building in general.**
- l) Classes offered by the Michigan Department of Education Child Nutrition Program to meet Level I through Level V certification will be paid for by the employer. Mileage to and from these classes will be paid by the district at the established district per mile rate. Meals will be covered at the established district rate, with pre-approval and appropriate documentation, when the class requires the employee to be away during the meal time.

The employer will pay two hundred dollars (\$200) per year per employee for conferences offered by ASFSA. Attending employees must provide a proper receipt of payment in order to be reimbursed for monies spent. Mileage will not be paid for attending these conferences but the school van may be used if it is available and if more than four (4) employees are traveling to the conference together.

Public Health inservices and meetings of the West Shore and Golden Shore Associations will not be reimbursed in any fashion.

Food service employees who receive certification will be paid \$.25 per hour in addition to their regular rate while working their regular job at their respective building(s).

### **ARTICLE 31. EMERGENCY SCHOOL CLOSING**

a. First Day - Report in as usual, 8 hours of work, 2 hours to apply toward summer vacation.

Second Day - Report in only if requested, 8 hours of work, 4 hours to apply toward summer vacation. (4 hours work - 2 hours toward summer vacation, etc.)

Third Day - If called in on any day after the second day called in, snow days worked will be applied hour-for hour toward summer vacation. Example: 8 hours of work - 8 hours to apply toward summer vacation.

All consecutive snow days after the first snow day will be paid days. If an employee cannot make it in the first day, he/she will be expected to make that day up the second, third, fourth, etc., consecutive snow days, or it can be made up on what would normally be considered overtime. Overtime used to make up a snow day will be figured at straight time. If a "first" day is not made up by June 30, it will be an unpaid day.

b) Call-ins will be on a rotation basis starting at the top of the seniority list.

c) Building Checks: (Called in order of seniority)

Minimum - 2 hours at time and one-half, but time will not apply toward summer vacation.

d) School Year Employees (food service)

Snow days (only effects school year employees). Snow days **and delayed starts due to weather** not scheduled for make-up will be paid days under the terms of this contract

### **ARTICLE 32. EQUALIZATION OF OVERTIME HOURS**

Overtime hours shall be divided as equally as possible among employees in the same classification. When overtime is required, overtime will be offered on a rotating basis starting with the most senior employee. Employees offered overtime (whether accepted or refused) will then drop to the bottom of the list.

### **ARTICLE 33. SICK LEAVE**

All full-time employees covered by this agreement will receive fifteen (15) sick leave days per year accumulative to one hundred (100). Fifty percent (50%) of unused sick leave days will be paid upon retirement under MPSERS or death of an employee. Fifty percent (50%) of unused

sick leave days will be paid at the prevailing rate to the employee's beneficiary, in the case of death. An employee who has fifteen (15) years of service and then separates employment (for reasons other than retirement or death), shall receive payment for fifty percent (50%) of his/her unused sick leave days. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement and will be construed as days worked specifically.

Part-time employees will be given ten (10) sick days accumulative to **one hundred (100)**. Part-time employees will receive payment for fifty percent (50%) of accumulated sick days on retirement or death.

An employee who is laid off pursuant to the provisions of this agreement shall have his/her accumulated sick leave reinstated in whole upon recall to employment within this bargaining unit.

An employee may use up to six (6) days, to be deducted from sick leave, in case of short-term illness of an immediate family member. Additional days may be granted by superintendent based on situation, medical verification, etc.

A sick bank shall be set up in which the days over maximum will be deposited and can be drawn by union members with the approval of the superintendent and the food service or custodian steward. A maximum of fifteen (15) days may be utilized from the sick bank by an employee. The fifteen (15) days that may be used are for duration of employment under an AFSCME contract with Shelby Public Schools as a cook/custodian/grounds/maintenance employee. Days from the sick bank may be withdrawn for extraordinary circumstances only (i.e. surgery, cancer, heart attack) not for occasional sick or family sick days. Neither list is all-inclusive.

If it is evident an employee is abusing the use of sick days, a supervisor or superintendent shall investigate the incident. The findings of this investigation shall be presented to the employee and the union steward. The superintendent shall take the following action:

First offense - a written reprimand placed in the employee's file

Second offense - suspension (with pay) for one day

Third offense - suspension (without pay) for one day

Fourth offense - dismissal

#### **ARTICLE 34. FUNERAL LEAVE**

Leave up to a maximum of six (6) days, when required, will be granted in the case of death of an employee's spouse, father, mother, father-in-law, mother-in-law, step-parents, children, step-children, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparent,

or grandchildren. The amount of days which will be approved will depend upon travel and circumstances involved.

An employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral day with pay to be deducted from sick leave. A chapter chairperson or his/her representative shall be allowed one (1) funeral leave day to be deducted from sick leave in the event of the death of a member of the union who is a member of the bargaining unit for the exclusive purpose of attending the funeral. The above funeral leave benefits shall apply to both full-time and part-time employees.

### **ARTICLE 35. HOLIDAY PROVISIONS**

The paid holidays are designed as follows:

- |  |  |
|--|--|
| a. <u>Full-time Employees</u><br>New Year's Day<br>Memorial Day<br>Independence Day<br><b>Friday Before Labor Day</b><br>Labor Day<br>Thanksgiving Day<br>Day After Thanksgiving<br>Day Before Christmas<br>Christmas Day<br>Day Before New Year's Day | b. <u>School Year Employees Food Service</u><br>Thanksgiving Day<br>Day After Thanksgiving<br>Christmas Day<br>New Year's Day<br>Memorial Day<br><del>Friday Before Labor Day*</del><br>Labor Day<br><i>Christmas Eve Day*</i> |
|--|--|

Employees will be paid their current rate based on their regular work day for said holidays.

- c) Should a holiday fall on a Sunday, Monday shall be considered as the holiday unless school is in session, in which case Friday will be considered the holiday. Should a holiday fall on a Saturday, Friday shall be considered the holiday unless school is in session, in which case Monday will be considered the holiday.

This is contingent upon school not being in session.

- d) Variation in holidays will be allowable when mutually agreed, in writing, by both the employer and the union.
- e) All employees will receive their regular hourly rate for all hours that they otherwise would have been scheduled to work on a day when school is closed due to mechanical failure and the employee is asked not to report.
- f) On any day that a part-time employee is asked not to report for work due to **an unscheduled teacher in-service day (one that was not part of the school calendar or actually takes**

away from part-time employee work time), the employee shall receive his/her regular rate of pay for all hours he/she would have otherwise been scheduled to work.

**ARTICLE 36. VACATION ELIGIBILITY (full-time employees only)**

An employee will earn credit towards vacation with pay in accordance with the following schedule:

- after one year, employee will be allowed 5 days vacation per year;
- after two years, employee will be allowed 10 days vacation per year;
- after five years, employee will be allowed 15 days vacation per year;
- after ten years, employee will be allowed 20 days vacation per year.

**ARTICLE 37. VACATION PERIOD (full-time employees only)**

- a) Vacations will be granted at such time as requested by the employee. Exceptions will be two weeks before the last day of the student/teacher school year and one week before and one week after the first day of the student/teacher school year. No more than one employee will normally be allowed a vacation during the same period if school is in session. If more employees request time off than the needs of the service will allow, a determination will be made by seniority.
- b) When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- c) A vacation may not be waived by an employee and extra pay received for work during that period.
- d) If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation. A physician's statement shall be required before a vacation is rescheduled, or payment in lieu of vacation is awarded.

**ARTICLE 38. VACATION PAY ADVANCE (full-time employees only)**

- a) If an employee is laid off or retired, or severs his/her employment, he/she will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.
- b) Rate During Vacation. Employees will be paid their current rate based upon their regular scheduled day while on vacation and will receive credit for benefits provided for in this agreement.

**ARTICLE 39. HOSPITALIZATION/MEDICAL COVERAGE (full-time employees only)**

- a) The employer agrees to pay the full premium for hospitalization/medical coverage for the employee and his/her family, the plan to be the current school offered insurance.  
\*Starting May 1, 2006 through July 1, 2009 the current school offered insurance will be SET-SEG's BCBS Flexible Blue Plan 2 with a full funded HAS (\$2500 full family or two person and \$1250 single). Also Dental and Vision Plans will now be self-funded for custodians through a plan administered by SET-SEG.
- b) The employer agrees to pay the full premium for hospitalization/medical coverage for the employee and his/her family, during an employee's absence as a result of any injury, illness or maternity leave, within the realm of allowable sick leave.
- c) A long-term disability insurance shall be provided to full-time employees.

**ARTICLE 40. PENSIONS**

The Michigan State Public School Employees Retirement System program in effect at the time of this agreement shall be continued during the life of this agreement as to all employees.

**ARTICLE 41. PERSONAL LEAVE DAYS**

Each full-time and each part-time employee shall receive two (2) personal leave days each year, not to be deducted from sick leave. One (1) unused personal leave day shall be credited to the following year, resulting in a maximum of three (3) leave days.

**ARTICLE 42. UNIFORMS**

All employees shall be allowed uniform allowance as follows:

- Food service personnel - \$250.00 annually
- Custodians/maintenance - \$200.00 annually
- It is agreed that the \$250 uniform allowance for food service employees can be utilized to purchase the following:
  1. White leather shoes
  2. White pants/skirts/shorts
  3. Appropriate tops for use on the job
  4. Support hose
  5. **Hair Restraints**



- It is agreed that the \$200 uniform allowance for custodial/maintenance staff can be utilized to purchase the following: work shirts, work pants, shoes, and when appropriate coats, jackets, and coveralls. Underwear and socks will not be covered unless they are the insulated type specifically required for outdoor work.
- Uniform allowances run from July 1 until June 30. Reimbursements will require an appropriate receipt. All requests for reimbursements must be turned in prior to June 1 of each fiscal year and nothing purchased between June 1 and July 1 will be reimbursable.
- An item submitted for reimbursement that is questionable will be discussed with the employee, and when appropriate with the union, prior to payment or non-payment.

**ARTICLE 43. 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.

**ARTICLE 44. UNEMPLOYMENT INSURANCE**

The employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this agreement.

**ARTICLE 45. CONSOLIDATION OR ELIMINATION OF JOBS**

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

**ARTICLE 46. SUCCESSOR CLAUSE**

This agreement shall be binding upon the employer's successors, assignees, purchaser, leasee 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.

**ARTICLE 47. WORK PERFORMED BY SUPERVISORS (Non-union bargaining unit members)**

Supervisory employees/non-bargaining unit members will not perform bargaining unit work beyond that reasonable level established by past practice or in cases of an emergency arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

**ARTICLE 48. NO STRIKE CLAUSE**

- a) During the life of this agreement, the union, its officers, and its members, individually or collectively, agree that neither it nor they will cause, permit, or take part in any sit-down,

stay-in, or slow-down, or any curtailment of work, or restriction of service, or interference with education of the students. The union, its officers, and its members will not cause, or permit its members to cause, nor will any member of the union take part in any strike or stoppage of any of the employer's operations.

- b) The employer agrees that during the life of the agreement there will be no lock-out.

#### **ARTICLE 49. TERMINATION AND MODIFICATION**

**This agreement shall become effective as of July 1, 2007, and shall remain in full force and effect until 11:59 p.m. on June 30, 2009. The rates of pay shown in Appendix A, shall be effective July 1, 2007.**

- a) If either party desires to amend and/or terminate this agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- b) If neither party shall give such notice, this agreement shall continue in effect from year-to-year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.
- c) If notice of amendment of this agreement has been given in accordance with the above paragraphs, this agreement may be terminated by either party on ten (10) days written notice of termination.
- d) Any amendments that may be agreed upon shall become and be a part of this agreement without modifying or changing any of the other terms of this agreement.
- e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, address, if to the union, to Michigan Council #25, 1034 N. Washington Avenue, Lansing MI 48906; and if to the employer, addressed to Shelby Public Schools, 525 N. State Street, Shelby MI 49455; or to any such address as the union or the employer may make available to each other.

#### **ARTICLE 50. TOOL ALLOWANCE**

Maintenance Tool Allowance: The employer agrees to pay an annual tool allowance fee of five hundred dollars (\$500) to the employee(s) in the maintenance classification. This fee will be paid to maintenance employees, by separate checks throughout the fiscal year, at monthly board meetings, whenever signed receipts for tools have been turned into the business office for payment. In June of each fiscal year, the total amount paid out in tool allowance receipts from July 1 to June 1 will be subtracted from the \$500 and the balance will be paid to the maintenance employee(s) in taxable cash in the last payroll check of the month of June. If the employee does not complete the entire year - July 1 through June 30 - the tool allowance will be prorated. New hires will receive a prorated allowance to be paid in the same manner as stated above.

Custodial Tool Allowance: Custodial staff will receive an annual amount of two hundred forty dollars (\$240) paid in taxable cash, in lieu of the tool allowance, in their first paycheck in July of each year. If the employee does not complete the entire year - July 1 through June 30 - the tool allowance will be prorated and the portion of the allowance not earned by completing the year will be deducted from the employee's final pay. New hires will receive a prorated amount paid in taxable cash in their first paycheck after they have successfully completed their time of probation.

It is understood that as a condition of receiving this tool allowance, all custodians will have a minimum of the following tools available at their work-site(s):

- pliers
- adjustable wrench
- screwdrivers
- set of Allen wrenches
- hammer

**ARTICLE 51. DISTRIBUTION OF AGREEMENT**

The employer agrees to print and distribute copies of this agreement to members of the bargaining unit and to provide a copy to all new employees hired into the bargaining unit.

**\*APPENDIX A**

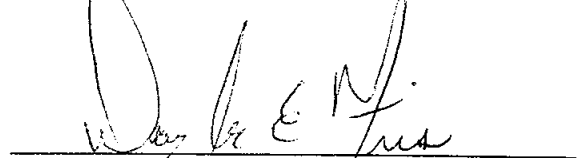
- Attached to the back of the contract.


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

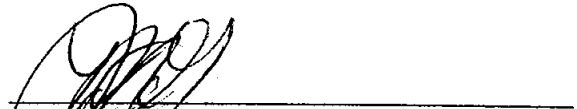
SHELBY PUBLIC SCHOOLS EMPLOYEES  
CHAPTER, LOCAL 2389, MICHIGAN  
COUNCIL #25, AFSCME, AFL-CIO

  
\_\_\_\_\_  
Council #25, AFSCME, AFL-CIO

SHELBY PUBLIC SCHOOLS BOARD OF  
EDUCATION/SUPERINTENDENT

  
\_\_\_\_\_  
President, Shelby Board of Education

  
\_\_\_\_\_  
Chapter Chairperson

  
\_\_\_\_\_  
Superintendent, Shelby Public Schools

AFSCME PAY SCHEDULE					
Appendix A. Classification and Rates					
	2007-08	2007-08	2008-09	2008-09	
<b>FOOD SERVICE</b>	with 1.5%	With \$.25 Cert	WITH 1.5%	WITH \$.25 CERT	
Starting	11.35	11.60	11.52	11.77	
Satisfactory Completion of Probation	11.68	11.93	11.86	12.11	
After 1st Year	12.05	12.30	12.23	12.48	
After 2nd Year	12.69	12.94	12.88	13.13	
After 3rd Year	13.32	13.57	13.52	13.77	
After 10th Year	13.71	13.96	13.92	14.17	
After 15th Year	14.12	14.37	14.33	14.58	
<b>HEAD COOK</b>					
Starting	11.93	12.18	12.11	12.36	
Satisfactory Completion of Probation	12.27	12.52	12.45	12.70	
After 1st Year	12.64	12.89	12.83	13.08	
After 2nd Year	13.28	13.53	13.48	13.73	
After 3rd Year	13.88	14.13	14.09	14.34	
After 10th Year	14.28	14.53	14.49	14.74	
After 15th Year	14.70	14.95	14.92	15.17	
<b>CUSTODIANS + GROUNDS</b>		With \$.15 Nights		WITH \$.15 NIGHTS	
Starting	13.59	13.74	13.79	13.95	
Satisfactory Completion of Probation	13.84	13.99	14.05	14.20	
After 1st Year	14.18	14.33	14.39	14.54	
After 2nd Year	14.79	14.94	15.01	15.16	
After 3rd Year	15.35	15.50	15.58	15.73	
After 10th Year	15.81	15.96	16.05	16.20	
After 15th Year	16.30	16.45	16.54	16.70	
<b>MAINTENANCE</b>					
Starting	17.15		17.41		
Satisfactory Completion of Probation	17.48		17.74		
After 1st Year	17.73		18.00		
After 2nd Year	18.35		18.63		
After 3rd Year	18.88		19.16		
After 10th Year	19.45		19.74		
After 15th Year	20.03		20.33		