

## ARTICLE I

THIS AGREEMENT, made and entered into by and between the BOARD OF EDUCATION OF THE ALGONAC COMMUNITY SCHOOLS, hereinafter referred to as the "Employer", and LOCAL 517, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the "Union".

### WITNESSETH

In consideration of the premises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

### PURPOSE AND INTENT OF THE PARTIES

The purpose of the Employer and the Union in entering into this labor agreement is to set forth their agreement so as to promote harmonious and peaceful relations between the Employer and the Union which will serve the best interests of all concerned.

ARTICLE II  
MANAGEMENT RIGHTS

Except as modified by the specific terms of this agreement, the Board retains all rights and powers to manage the Algonac Community Schools and to direct its employees. The Union recognizes these management rights and responsibilities as conferred by the laws and Constitution of the State of Michigan and as are inherent in the rights and responsibilities to manage the Algonac Community School District.

- A. 1. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
2. The rights to establish, modify, or change any work or business or school hours or days but not in conflict with the specific provisions of this Agreement.
3. The right to direct the staff, including the right to hire, promote, transfer, discipline, and/or reassign employees, assign work or duties to employees but not in conflict with the specific provisions of this Agreement.
4. Determine the services, supplies and equipment necessary to continue its operations but not in conflict with the specific provisions of this Agreement.
5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments thereof and

the relocation or closing of offices, departments, buildings, or other facilities, but not in conflict with the specific provisions of this Agreement.

6. Determine the placement of operations, service, maintenance, or distribution of work, and the source of materials and supplies.
  7. Adopt rules and regulations, but not in conflict with the specific provisions of this Agreement.
  8. Determine the financial policies including all accounting procedures and all matters pertaining to public relations.
  9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
  10. Determine the policy affecting the selection, testing or training of new employees.
- B. The policy-making functions rest exclusively with the Board, but not in conflict with the specific provisions of this Agreement.
- C. The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Board not so mentioned and hereby retained by the Board.

D. This contract constitutes the sole and existing agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment, which shall prevail during the term of the contract. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. The waiver of such breach, term of condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and condition. The Board shall deal with all matters not expressly covered by this contract through the exercise of its management rights without prior negotiations during the life of this Agreement.

### ARTICLE III

#### DEFINITION

For the purpose of this Agreement, the term employee shall include all regular full-time and part-time custodial and maintenance employees, including Custodians, Buildings Heads I and II, night supervisors, garage mechanics, maintenance supply employees, watchers and custodial assistants, but shall exclude Building and Grounds Supervisors, bus drivers, cafeteria employees, clerical employees, student trainees, and substitutes. "Regular full-time employees" is defined as all employees who regularly work at least 40 hours per week. "Regular part-time employees" is defined as all employees who regularly work at least fifteen hours per week, but less than forty hours per week.

## ARTICLE IV

### RECOGNITION, PAYROLL DEDUCTIONS AND UNION SECURITY

1. The Employer recognizes the Union as the exclusive representative of all employees as defined in Article II hereof.
2. Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, shall, as a condition of continued employment, continue membership in the Union for the duration of this Agreement or shall pay to the Union an amount of money equal to the Union's regular and usual monthly dues excluding initiation fees and other assessments.
3. All future regular full-time or part-time employees, as a condition of continued employment, shall either become members of the Union or pay to the Union a service fee the amount of, which shall be determined in accordance with the law.
4. During the period of time covered by this Agreement, the Employer agrees to deduct monthly from the pay of the Employee all regular and usual dues, excluding initiation fees and other assessments of the Union, levied in accordance with its Constitution and By-Laws, or representation fee equivalent to dues; provided, however, that the Union presents to the Employer an authorization signed by the Employee allowing such deductions and payments to the Union. Changes either as to additions in Union membership or changes in dues will be certified to the Employer in writing by the Union at least one (1) month in advance of the effective date of the change.
5. The amount of dues will be certified in writing to the Employer by the Secretary-Treasurer of the Union. Normally, the deductions will be made the first pay of the month and the amount of the dues, or representation fee equivalent to dues, forwarded to the Union no later than the 20th of the month.
6. For new employees, the payment of dues or representation fee equivalent to dues shall start with the first pay of the month following 31 days of employment.

7. The Union shall indemnify the save harmless against all claims, demands, suits or other forms of liability, including unemployment compensation, that may arise out of or by reason of action taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Union for the purpose of payroll deduction of dues; subject, however, to the following conditions:

A. The Union shall have the right to compromise or settle any claim made against the Board under this section.

B. The Union has the right to specify that the general counsel, who ordinarily represents the Union, be chosen to defend said suit, action, or proceeding. Otherwise, counsel shall be mutually agreed upon by the Board and the Union.

ARTICLE V

BARGAINING COMMITTEE

For the purposes of negotiations, the Bargaining Committee shall be composed of three (3) Union employees. One of the Bargaining Committee shall be the Chairperson of this division.

## ARTICLE VI

### JOB STATUS AND FUNCTION OF UNION OFFICERS

1. If the Employer cannot meet at other reasonable times (non-working hours), reasonable shall be defined as 1-1/2 hours before or after the aggrieved employee's shift. Committee Members, Stewards and/or alternates shall be paid by the Employer for time lost in processing of grievances during their regularly scheduled working hours at their regularly scheduled earned rate.
2. Committee Members, Stewards and/or alternates shall be governed by established rules regarding the handling of employee grievances and negotiations as are indicated in the grievance procedure. Members of the committee and the Division Chairperson may absent themselves from their assigned work to handle Union business (other than grievances and negotiations) when arrangements are made as far in advance as possible (but not less than five days notice) by the Chairperson of the Division or other authorized representative for up to a maximum of ten (10) days per year for the bargaining unit. It is considered that such time is without pay.
3. The names of committee members, stewards and alternate stewards shall be given in writing to the Employer, and no committee members, steward or alternate shall function as such until the Employer has been advised of his/her selection in writing by the officers of the local union, chairman of the Division, or an International or Council representative. Any changes in committee members, stewards or alternates shall be reported to the Employer in writing as soon as practicable.
4. Executive Officers of the International Union or their representatives duly authorized to represent the Union, and/or the President of the local Union, if not employed by the employer, will be permitted to participate in meetings relative to hours, wages, and working conditions any time that affects this Employer.

5. Any committee members, steward or alternate having an individual grievance in connection with his own work may ask for a member of the committee to assist him/her in adjusting the grievance.

## ARTICLE VII

### GRIEVANCE PROCEDURE

All employees covered by the Agreement shall be represented, for the purposes of the grievance procedure, by a representative selected by the Union. This does not preclude an individual from representing himself, provided that such grievance settlement resulting therefrom shall be consistent with the provisions of this Agreement.

1. Section 1 - A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.
2. Section 2 - Any grievance or complaint shall be presented to the immediate supervisor for settlement. Any employee or group of employees who have any grievance may be accompanied by their steward, if so desired, and must submit it to the supervisor within three (3) regularly scheduled working days after the occurrence of the event upon which the grievance is based. Unless the head Building Administrator otherwise designates, each head Building Administrator shall serve as the immediate supervisor for the purposes of this agreement. The Supervisor shall investigate and report his/her disposition of the complaint within one (1) regularly scheduled working day after it has been made to him/her. In the event the complaint is not satisfactorily settled in this manner, the following procedure shall apply.
3. Section 3 - FIRST STEP - To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, state when they occurred, specify the section of the contract which has allegedly been violated, must be signed by the employee who is filing the grievance, and must be presented to his/her supervisor within five (5) regularly scheduled working days after the occurrence of the event upon which it is based. The supervisor shall give a written answer to the aggrieved employee within five (5) regularly scheduled working days after receipt of the written grievance. If the answer is mutually

satisfactory, the employee and his/her bargaining committee shall so indicate it in writing, giving one copy of the settled grievance to the supervisor.

4. Section 4 - SECOND STEP - If the grievance is not settled in the first step and the employee desires to appeal to the second step, such employee and/or bargaining committee must present the grievance to the Superintendent within five (5) regularly scheduled work days after his/her Supervisor gave the employee the written first step answer. The Superintendent or his/her designee shall meet with the grievance committee at a mutually agreeable time. The Superintendent shall give the employee or the bargaining committee a written and signed second step answer within five (5) regularly scheduled work days after he/she meets with the grievance committee. If the answer is satisfactory, the bargaining committee or employee shall so indicate in writing, giving one copy of the settled grievance to the Superintendent.
5. Section 5 - THIRD STEP - If the Union is not satisfied with the answer given at Step Two, it may, within twenty (20) days, file for arbitration with the American Arbitration Association. The arbitrator shall be selected and the arbitration shall be conducted under the rules of the American Arbitration Association; selection of the arbitrator shall be done according to rules of the American Arbitration Association. It is understood the arbitrator shall be limited as follows:
  - a. He/she shall not add to, subtract from, or modify any terms of this Agreement.
  - b. He/she shall not set a rate of pay or wage.
  - c. He/she shall not interpret any matter, which claims a violation of law.
  - d. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that

he may have received from any source of a like nature during the period of back pay.

- e. The fees of the arbitrator shall be shared equally by the parties.
  - f. The discharge or discipline of a probationary employee shall be excluded from arbitration.
6. Grievances involving the discharge or disciplinary action against employees shall be processed beginning with the second step of the grievance procedure. In imposing any disciplinary action on employees, the management will not take into account any unrelated infractions, which occurred more than two years previously. Copies of disciplinary action shall be given to the employee and the unit chairman.
  7. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer.
  8. It is understood the Union reserves the right to withdraw a grievance at any step of the procedure without prejudice insofar as to the Union's position on future grievances, with different fact situations.
  9. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal to the next step of the procedure within the time which would have been allotted had the decision been timely given.
  10. The decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally by the parties.

## ARTICLE VIII

### SENIORITY

1. Section 1 - Seniority shall be defined as an employee's length of continuous service with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he has not quit or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or layoffs, except as hereinafter provided. The Harsens Island custodian shall accumulate bargaining unit seniority at a rate one-half that of custodians in other buildings. It is understood and agreed to that any probationary employee working at Harsens Island shall need to complete 180 calendar days of employment in order to acquire seniority status.
2. Section 2 - All new employees shall be probationary employees until they have completed ninety (90) calendar days of employment. Employees absent during their probationary period for five (5) or more work days shall have their probationary period extended for the full number of days missed.
  - a) During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer without regard to his relative length of service.
  - b) Upon satisfactorily completing his probationary period, the employee's name shall be entered on the seniority list as of his/her most recent date of hire.
  - c) Fringe benefits shall be available after 60 calendar days, or before 90 calendar days, depending on employee's date of hire (use date of hire that is nearest to first of the month).
1. Section 3 - Upon the execution of this Agreement, an up-to-date seniority list shall be prepared by the Employer and presented to the Union within five (5) days after the execution. Thereafter, an up-to-date seniority list shall be prepared and posted on

employee bulletin boards at building sites and shall be available to the Union on receipt of three (3) days notice. In compliance with this provision, it shall be deemed to have been accomplished if the Employer has given the steward and/or president of the Union six (6) copies of the Seniority List.

- a) Any objection to the seniority date as shown on any seniority list must be registered with the Employer by the complaining employee within thirty (30) calendar days after such seniority list has been given to the Union.
  - b) When the seniority list is initially prepared or thereafter revised as above provided, if two (2) or more employees have the same hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.
4. Section 4 - An employee's seniority shall terminate:
- a. If he/she quits or is discharged for just cause.
  - b. When, following a layoff for lack of work, he/she fails or refuses to notify the Employer within forty-eight (48) hours after receipt of the recall notice sent by certified mail, return receipt requested-deliver to addressee only, or by personal service of his/her intent to return to work within three (3) consecutive working days.
  - c. If he/she is absent for three (3) consecutive regularly scheduled workdays without notifying the Employer within such three (3) calendar day period of a justifiable reason for such absence. If, within seven (7) calendar days thereafter, good and sufficient reason is not shown for failure to report, such employee shall be deemed to have voluntarily quit the service.
  - d. If he/she fails to return to work immediately upon the expiration of a leave of absence or any extension thereof or accepts employment elsewhere while on a

leave of absence which would preclude him/her from performing his/her responsibilities and duties for the Employer.

- e. When he/she has been laid off for a continuous period of time in excess of twelve (12) consecutive months or length of seniority, whichever is greater.
5. Section 5 - Layoffs - When layoffs are necessary, the following units will be used in conjunction with the language of this section. Custodian is the lower classification in each unit for purposes of layoffs:
- |                    |                 |                   |
|--------------------|-----------------|-------------------|
| 6. <u>Unit One</u> | <u>Unit Two</u> | <u>Unit Three</u> |
| Building Head      | Maintenance     | Mechanic          |
| Custodian          | Custodian       | Custodian         |
7. When it becomes necessary to lay off employees or to reduce the size of the work force, the following procedure shall apply. All substitute employees, probationary employees and part-time employees shall be laid off first. Thereafter, if further layoffs or reductions in work force are necessary, such layoffs and/or reductions shall be based upon seniority within the layoff unit, provided the senior employee has the ability to do the work required.
8. Senior employees may enter any lower classification within the layoff unit, the duties of which he/she has the present capability of performing, and shall receive the rate of pay for such job.
9. Senior employees entering any lower classification within their unit shall be returned to their own classification before the hiring of new and/or the recalling of any laid off employees with less seniority to the classification from which the senior employee is laid off or reduced.
10. When the work force is increased, employees will be recalled according to seniority with the most senior employee being recalled first provided he meets the requirements for the job at the time of recall.

11. A seven (7) calendar day notice of layoff shall be given employees prior to the start of such layoff.
12. For layoff purposes only, the unit chairperson shall lead the seniority list in his classification during such term of office.

ARTICLE IX  
VACATIONS

1. Vacation leave will be computed from the employee's hiring date, and vacation leave with pay will not be granted to any employee who has not completed at least one (1) year of continuous employment. Vacation leave with pay will not be granted before vacation time has been earned.
2. Permanent full-time employees within classification who have completed one or more years continuous employment with the Employer since the last hire date shall be worked not less than 1600 hours during that time or any succeeding year. Counting in the 1600 hours shall be any time the Employer paid the employee, such as vacation pay, holiday pay sick pay, bereavement pay, or jury duty pay.
3. Vacation shall be paid in accordance with the following schedule:

Employees who, as of the anniversary date of their employment have completed one (1) year of continuous employment since their last hiring date, shall be entitled to one (1) week vacation with one (1) week of vacation pay. Employees who resign or are discharged prior to their first anniversary date shall not have accumulated any vacation time.

1 year of service	1 week paid vacation
2-5 years of service	2 weeks paid vacation
6-10 years of service	3 weeks paid vacation
11 & over years of service	4 weeks paid vacation

For that portion of an employee's service subject to a shift premium, vacation time shall accrue at the employee's regular hourly rate plus 3/4 of the applicable shift premium.

4. These days need not necessarily be taken consecutively but at various intervals to accommodate the working schedule of the school.

5. Employees working less than sixteen-hundred (1600) hours per year due to layoff shall receive prorated vacation pay if they have completed eight-hundred (800) hours. The pay will be based as follows on the number of hours worked.

Example:      800 hours = 800 hours divided by 1600 hours = 8/16 vacation pay.

                  950 hours = 950 hours divided by 1600 hours = 9.5/16 vacation pay.

6. Paid holidays falling within a paid vacation will not be charged against the earned vacation time. Employees shall be permitted to choose either a split or entire vacation, subject to the exigencies of employment needs.
7. After one year of service, any employee who terminates his employment with the Employer shall be entitled to take his prorated accumulated vacation pay at the rate of pay received by said employee at the time of leaving. Vacations must be taken on a yearly basis and not accumulative unless prior approval is received in writing from the Superintendent of Schools.
8. Paid vacation shall not be accumulative from year to year, but must be taken between the anniversary date upon which they are earned and the next succeeding anniversary date provided, however, that there must be an interval of at least one (1) month between any year's vacation and the next year's vacation.
  - a. The employer shall determine the number of employees, if any, who can be spared for vacation purposes at any one time.
  - b. Employees shall be required to submit to the Employer a written request indicating their proposed time off for any vacation of five (5) or more consecutive days at least thirty (30) calendar days prior to the start of such anticipated vacation. If there are two (2) or more employees who request the same vacation time off and both cannot be spared at such time, the employee with the greatest seniority shall be allowed the time. Vacation requests must be returned to the employee within five (5) working days of their receipt.

- c. Employees who are denied the opportunity to take their vacation when scheduled by the Employer shall be paid their vacation pay in addition to their regular pay for work during the scheduled vacation period in lieu of their scheduled vacation. Employees may request payment in lieu of vacation subject to the Employer's approval.
- d. If conditions permit, employees may take mid-winter break days as vacation days. This decision regarding vacation shall be at the sole discretion of the Superintendent and is not grievable.

ARTICLE X

HOLIDAYS

1. The following regular holidays shall be observed and all employees shall be paid their usual and regular rate of pay:

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

Day after Christmas

New Year's Day

Good Friday

Memorial Day

Fourth of July

2. If a holiday falls on either Saturday or Sunday, the employees will have off either the same Monday or Friday. The Employer shall select which day the employees shall have off.
3. Employees working afternoon shift or midnight shift during the Christmas holidays shall be given the option of the day after Christmas or New Year's Eve.

ARTICLE XI

SUPPLEMENTAL WORKER'S COMPENSATION

1. Any employee who is absent because of an injury or a disease compensable under the Michigan Worker's Compensation Law shall receive from the Employer, from the employee's accumulated sick leave only, the difference between the statutory allowance under the Worker's Compensation Act and his/her regular salary, with a prorated subtraction of said accumulated sick leave until the same has been depleted.
2. The Board of Education shall continue to pay health insurance premiums for a period not to exceed one (1) year for an employee absent due to an injury or a disease compensable under the Michigan Worker's Compensation Law.

ARTICLE XII

SEVERANCE PAY

A severance payment in accordance with the schedule below shall be paid per day for sick leave accumulated for the first one-hundred (100) days, upon qualifying for retirement under provisions of the Michigan Public Schools Employee's Retirement Fund, or seven (7) years service.

2008-2009	-	\$42.65 per day
2009-20010	-	\$42.65 per day
2010-2011	-	\$42.65 per day

ARTICLE XIII  
TERM INSURANCE

1. The Board will pay the premium for group term life insurance with accidental death and dismemberment protection with a carrier selected by the Board in face amount of \$25,000 for each respective year of the contract.
  2. The provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay the premium of the group term life insurance policy.
  3. Coverage shall be continued and premiums paid by the Board for employees on paid sick leave of absence. A policy shall be issued to each employee. The Board will notify the employee prior to termination of insurance status.
  4. When an employee's paid sick days and paid vacation days have been exhausted, the employee has the option to convert from group term insurance to whole life insurance. Premiums would then be paid by the employee until he/she returns to work. At this time, the board would continue to pay the premiums for group term policy.
- These provisions are subject to the rules of the carrier.

## ARTICLE XIV

### HEALTH, DENTAL AND VISION INSURANCE

#### HOSPITALIZATION

1. The Board of Education will pay up to subsidy for health insurance coverage that is comparable to that coverage specified in Attachment B to this Agreement to an eligible single employee or head of “the household” or major wage earner not covered by a comparable health insurance program, to the employee regularly employed and who works six or more hours daily. Application will be made to the Central Office in order to determine coverage.
2. Coverage shall be continued and premiums paid by the Board for employees on paid sick leave of absence. A policy shall be issued to each employee. The Board will notify employee prior to termination of insurance status.
3. In the event of an employee's layoff, continuous coverage with premiums paid by the Board shall be continued to the end of the month following the month of such layoff.
4. The Board shall have the right to bid and award health insurance coverage to other carriers provided said coverage contains these comparable specifications and that such coverage is accepted by area physicians in a manner similar to Blue Cross-Blue Shield including the employee not having to provide money up front for medical treatment/services.
5. Health insurance will continue to be provided for any employee on paid sick leave. An employee who has exhausted his paid sick leave will continue to have his health insurance provided by the District at the rate of one month for each year of service to the district to a maximum of six (6) months for six (6) years or more of service.

These provisions are subject to the rules of the carrier.

## DENTAL INSURANCE

1. The Board will provide each custodian with full family MASB-SET Ultra-Dent Plan VI with Major Services Modification A and Orthodontic Riders. Orthodontic insurance shall be defined as a \$50 deductible, 50 percent pay up to \$1,500 lifetime maximum.
2. Coverage shall be continued and premiums paid by the Board of employees on paid sick leave of absence. A policy shall be issued to each employee. The Board will notify employee prior to termination of insurance status.
3. When an employee is on paid sick leave, the district shall continue to pay dental insurance premiums and coverage will continue. When an employee goes on unpaid leave, premiums are no longer payable and coverage will cease.

If an employee returns from unpaid leave within six (6) months, their dental coverage will be reinstated at the benefit level they were at prior to taking leave. If more than six (6) months has elapsed since beginning unpaid leave, coverage will revert to 50 per cent under basic services.

Regardless of when an employee returns from unpaid leave, they will not have to pay any additional deductible. All of the information outlined above applies to dependents as well as insured members.

These provisions are subject to the rules of the carrier.

## VISION INSURANCE

The Board of Education will provide vision insurance through a self-insurable fund equal to a \$50 board contribution per eligible full-time employee. Reimbursable expense shall be limited to actual expense for bargaining unit member, spouse and legal dependents, and will be subject to the following:

1. Benefit year shall be July 1 through June 30 of each contract year.

2. Benefits shall be paid in August.
3. Benefits will be prorated if total group cost exceeds specified board contribution.
4. All receipts must accompany claim for reimbursement. Claims should be made on the form provided by Central Office and should be submitted no earlier than June 30 nor later than July 31 of the contract year.
5. Rules and regulations regarding reimbursement will be established by the Union and the Board of Education.

## ARTICLE XV

### SICK LEAVE

1. Employees shall accumulate one sick day per month (Twelve (12) days annually) of active employment with the Employer, up to a maximum of One Hundred Sixty (160) days. The sixth (6<sup>th</sup>) and the eighth (8<sup>th</sup>) sick days that are used by an Employee in a contract year shall each count as two (2) sick days against the Employee's accumulated sick days.
2. If such absence exceeds five (5) consecutive working days or is on the employee's last scheduled working day before and/or the first scheduled working day after the employee's regular vacation or any of the holidays specified in this Agreement, the employee must present to the Employer a certificate from a medical doctor certifying the nature of the illness or injury which necessitated the absence and certifying that the employee's physical condition is such that he or she is able to return to work if the Employer so requests.
3. Employees may be requested to present a medical certificate certifying nature of the illness or injury at any time after five (5) one-day illnesses during a fiscal year.
4. Any absence must be reported by the employee to his/her immediate supervisor a reasonable time prior to the shift form, which the employee will be absent. Day shift employees shall notify the supervisor a reasonable length of time prior to the beginning of the shift.
5. Upon recommendation of the employee's supervisor, the Board may, at the Board's expense, require an employee to submit to a physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted.
6. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or discharge.

7. The Employer agrees to provide a list of all employees showing the current number of sick days they are entitled to once during the contract year.
8. Beginning July 1, 1982, an additional sick day bonus will be added to the employee's accumulated sick days if he has perfect attendance for the quarter. If the employee is at his maximum accumulation, he will receive a twenty (\$20) dollar bonus. No loss of bonus will occur due to vacation days off, holidays, or jury duty.
9. All employees covered by this agreement who have used six or less sick days in the current school year may exchange up to six of the current unused sick days for vacation time in accordance with the following guidelines:
  - a. The decision to request this option must be made by June 30, with the additional vacation days being available the following school year.
  - b. A maximum of six days may be exchanged at the rate of two sick days for one vacation day, making the maximum exchange possible during any given year an additional three vacation days. This exchange may be in full day increments only.
  - c. An individual must maintain at least thirty (30) accumulated sick days after the exchange.

ARTICLE XVI

DEDUCTIBLE FROM SICK DAYS

The Employer shall provide:

- a. Bereavement Leave - Each employee shall be entitled to leave for a death in his/her immediate family; immediate family to be defined as husband, wife, children, stepchildren, mother, father, brother, sister, grandchildren, father-in-law, mother-in-law, grandparents, step-father, step-mother, spouse's grandparents, daughter-in-law, son-in-law. The leave shall be for a maximum of five (5) days per incident with 50 percent of the leave time deducted from the employee's available sick leave and 50 percent of the leave being granted by the employer.

In the event no sick leave is available to the employee, he/she shall be entitled to use personal business days or apply for an unpaid leave. In such instances, however, the employer shall not be expected to contribute 50 percent of the leave time as described above.

Bereavement leave shall not count against the employee's attendance record as described in Article XV.

Death in family, one day deducted from sick leave, may be used for brother-in-law, sister-in-law, niece, nephew, spouse's grandparents, aunt, uncle.

- b. Family Illness - Three (3) days deducted from sick leave may be used for critical illness of immediate family member living in the employee's household.
- c. Business Leave - Two (2) unrestricted personal business days deducted from sick leave shall be used for important and urgent matters which cannot be handled outside of working hours, and shall be granted by the Superintendent upon request, subject to the following limitations:

1. Personal day may not be used to extend holiday (day before or day after holiday).
2. Employee using business leave must return to work the following day or lose pay for the personal day.
3. One custodian may take personal leave on a given day. Additional leaves for that day may be granted at the sole discretion of the Superintendent.
4. Personal business leave may be used in either half day or full day increments only.
5. Personal leave requests must be made five (5) working days prior to leave date. Scheduling is on a first come, first serve basis. In case of an emergency, the Superintendent may, at his discretion, waive the 5-day advance notice.
6. Personal days shall not be used for other employment.

## ARTICLE XVII

### LEAVES OF ABSENCE

1. Section 1 - An employee who has completed his/her probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period of not to exceed five (5) regularly scheduled working days in any calendar year, provided he obtains advance written permission from the Employer and can be spared from work for that purpose. Applications for such leaves must be in writing on the form provided by the Employer. Leaves of absence will not be given for the purpose of enabling any employee to work for another employer or to engage in any form of self-employment, and any employee who obtains a leave of absence by misrepresenting the purposes therefore, shall be discharged.
2. Section 2 - An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Laws, is physically unable to report for work shall be given a leave of absence, after using his/her accumulated sick leave, without pay and without loss of seniority for the duration of such disability not to exceed one (1) year, provided he/she promptly notifies the Employer with a certificate from a medical doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.
3. Any employee who accepts other regular employment while on leave from the Employer will be considered to have terminated his/her employment. Any employee who does not report back to work by the expiration date as set forth on his/her leave of absence notice, or does not receive an approved extension shall be deemed to have voluntarily quit the service of the Employer pursuant to the breaking of seniority.

## ARTICLE XVIII

### HOURS

1. The Employer shall give five (5) days notice of scheduling changes. Employees shall be entitled to time and one-half of their normal rate for over forty (40) hours. Employees working over eight (8) hours in one day shall be paid at time and one-half for those hours that exceed eight hours.
2. If the shift is not regularly scheduled for Saturday, the employee shall receive time and one-half provided that the employee has worked a forty hour shift the preceding week. This rate includes the overtime premium.
3. If the shift is not regularly scheduled for Sunday, the employee shall receive double time provided that the employee has worked a forty hour shift the preceding week. This rate includes the overtime premium.
4. Holidays worked shall be paid at double time plus regular holiday pay. This rate includes the overtime premium and the weekend premium.
5. Employees shall not be required to work overtime except in emergencies, or when no other employee is willing to work.
6. Employees called in to work outside of regular hours shall be paid a minimum of two (2) hours pay at the prevalent rate for that day.
7. An employee who has exhausted his paid sick leave and does not work forty (40) hours in one week Monday through Friday will not be paid time and one-half for working on Saturday.

## ARTICLE XIX

### JOB OPENINGS AND TRANSFERS

- 1.A The Employer shall have the right to temporarily transfer employees from one job to another to cover for employees who are absent due to illness, accident, vacation or leave of absence or to fill vacancies and to take care of any conditions or situations that may arise. Such temporary transfer of employees shall be rotated among all qualified employees equally and cannot extend beyond 30 calendar days. The Employer shall inform the Union in writing of all temporary transfers, including the date said transfers begin and end. Employees shall receive the next highest pay rate in higher classification on a former pay rate after the employee has performed higher classification work for three (3) consecutive days. Payment shall be made from the first day. Custodians must be given responsibility for crew workers to receive higher pay.
- 1.B Employees may be permanently transferred at the discretion of the employer for disciplinary reasons under the following guidelines:
1. The employee will be transferred to the lowest seniority position in the District unless that position is in the same building as the employee's current assignment. If such is the case, the employee shall be transferred to the next lowest seniority position outside the building of the employee's current assignment. In either case the low seniority affected employee shall be transferred to the disciplined employee's position unless said position is bid upon as in 3.
  2. If the administration can determine which unit employee is at fault in a dispute between two unit members, that employee shall be permanently transferred. If this can not be determined by administration, the low seniority employee shall be transferred.
  3. A position vacated by an involuntary transferred unit employee may be bid upon by unit members. Any vacancies created by this bidding process shall be filled by the

most senior applicant, unless of course the applicant is the disciplined employee or the resulting vacancy would place the disciplined employee in the building of his current assignment. All transfers occurring under this section of the contract are subject to the grievance procedure and may be grieved to the Board of Education level but may not be grieved to arbitration.

4. A permanently transferred employee may apply for reassignment to his/her former assignment or other assignments. Such requests are granted at the discretion of the Superintendent and may only be grieved to the Board of Education and are not subject to arbitration. An employee who has been permanently transferred may apply for reassignment to his/her former building assignment. Such reassignments may be made at the discretion of the Superintendent and are not grievable.

2. All job openings within the bargaining unit shall be posted for bid on bulletin boards within each building site for at least five (5) working days in advance of the filling of the position. If the Employer intends to fill a position, he must do so within ten (10) days of the posting period. Employees wishing to bid for such jobs shall do so on a form provided by the Employer. A copy of the completed form will be retained by the Employee and shall be signed by the employee's supervisor or, in the event of absence, the designated supervisor.
3. When a new job is created, the Employer will establish a new classification and rate. In the event the Union does not agree with the description and rate, it shall notify the Employer within thirty (30) calendar days after the new classification and rate are established and such matters shall be subject to negotiations.
4. The following factors shall be considered when filling all job openings:
  - a. Knowledge, training, ability, skill and efficiency.
  - b. Work record.
  - c. Attendance record.

When factors A, B and C are determined by the administration to be relatively equal, then length of service with the district shall be the determining factor.

5. The Board of Education agrees to put in writing the reasons for denial of any job that an employee bids on.
6. An employee filling a vacancy within his own classification shall be given a thirty (30) day trial period in the opening. If he/she is unable to perform in the position, in the opinion of the Employer, or at the employee's request, he/she shall be returned to his/her former position.
7. An employee filling an upgrading vacancy by bid procedure shall be given sixty (60) days to prove his ability for all positions except for the maintenance man position. Employees upgrading from custodian to maintenance man will be evaluated by the Union President, Director of Buildings & Grounds, and the Assistant Superintendent after one year in the position to determine if the employee possesses the necessary skills or has demonstrated sufficient growth to remain in the position. Any employee, if unable to qualify or by his/her request, shall be allowed to return to his former position without prejudice at the rate of pay for such position. Employees may exercise their prerogative to refuse a permanent transfer or promotion without bias or loss of seniority.
8. An employee upgrading to a building head position with at least two years of experience as a building custodian will be placed on the 2-year experience level of the Building Head salary schedule.
9. An employee upgrading to a maintenance position with at least two years experience as a building custodian will be placed on the 1-year experience level of the Maintenance salary schedule.

ARTICLE XX  
CUSTODIAL ASSISTANTS

1. The District may employ up to three (3) permanent full or part time positions known as custodial assistants. Custodial assistants will perform custodial duties under the direction of the building head/administrator to which he/she is assigned.
2. In addition to the three (3) permanent custodial assistant positions, the District may hire up to nine (9) additional custodial assistants for summer employment. Summer employment shall be defined as beginning when school dismisses for the year and ending when school resumes in the fall. The duties of the summer custodial assistants shall be to provide substitute custodial service and to provide such assistance with special or overload assignments as may be necessary.
3. No custodial assistant shall replace any regular full time custodian being temporarily transferred from his/her regular shift or building except on a voluntary basis.
4. Custodial assistants shall not be entitled to any insurance, vacation pay or other fringe benefits under the terms of this Agreement.
5. Custodial assistants shall not accrue any seniority in the Union. In the event of layoff, the positions of custodial assistants shall be the first positions eliminated in the Union.
6. One of the permanent custodial assistants may be required, at the discretion of the Administration, to work a Wednesday through Sunday shift at his/her regularly hourly rate without any shift premium for work performed on Saturdays or Sundays.

## ARTICLE XXI

### WAGES

- A. All employees shall be compensated by category in accordance with the Wage Schedule that is attached to this Agreement as Attachment A.
- B. The Employer, in its discretion, may hire an Employee into a Garage Mechanic I or Garage Mechanic 2 category. The Employer may promote an Employee from a Garage Mechanic 2 to a Garage Mechanic 1 category based on years of experience, demonstrated skill and knowledge, testing, performance evaluations and certifications.
- C. The Employer, in its discretion, may hire an Employee into a Maintenance 1 or Maintenance 2 category. The employer may promote an Employee from a Maintenance 2 to a Maintenance 1 category based on years of experience, demonstrated skill and knowledge, testing, performance evaluations and certifications.

ARTICLE XXII

MISCELLANEOUS

1. Bulletin boards will be provided for the use of the employees. Bulletin boards will be used for the posting of notices of legitimate employee activities only, and in no case shall advertising, political, obscene or scurrilous printed or written matter be placed on any bulletin board.
2. All employees shall be entitled to one (1) fifteen (15) minute coffee break per four (4) hours without loss of pay, one prior to the employee's meal period and one following.
3. A reasonable wash-up period shall be granted all employees to clean up before the end of the workday.
4. The Employer will issue paychecks to the day shift employees on Friday of every other week. The afternoon and midnight shift employees will be paid on Thursday night of every other week.
5. If an employee covered by this Agreement is called for jury duty, the employee shall be compensated by the Employer for the difference between what he receives for such duty and what he/she would have been paid had he/she worked. Employer may require such proof as it deems necessary to establish that an employee has been selected for such duty and has served in such capacity.
6. Employees who may be required to use their own cars/trucks in the performance of their duties will be reimbursed at what rate the IRS allows.
7. Garage mechanic(s) and maintenance personnel shall be provided five (5) clean uniform changes per week. The cost of such service shall be paid by the Employer.
8. All other unit employees shall be provided with five (5) uniforms; cleaning and maintenance of uniforms shall be the responsibility of the employee. Uniforms shall be replaced on a need basis.

9. Foul weather gear shall be available for garage mechanic(s), maintenance employees and watchers.
10. Maintenance supply employees shall be in the bargaining unit when such employee is involved in (1) the loading and unloading of supplies and/or (2) the regular delivery of supplies. Such employees shall be clerical employees and out of the bargaining unit provided their job is limited to (1) incidental delivery of supplies or (2) clerking.
11. It is further agreed part-time employees shall not be used to displace regular full-time employees or replace full-time positions.
12. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede to the extent of the parties hereunder. The parties shall negotiate the invalidated provision.
13. Night Shift - Beginning after 2:00 p.m. shall be entitled to 10 cents per hour premium pay.  
Midnight Shift - Beginning after 11:00 p.m. shall be entitled to 20 cents per hour premium pay.  
Shift Supervisor - shall be entitled to 20 cents per hour premium pay.  
The Board of Education agrees to pay the State employee retirement benefits in accordance with the Michigan School Employees Retirement Fund.
14. Shift premium shall be paid on any shift when five or more hours fall into next shift premium category.
15. The Night Watchperson works a 5-day week and does not receive premium pay for Saturday and Sunday. He/she also does not receive scheduled holidays on their specified scheduled dates. He/she does receive ten (10) paid holidays, as the position of Watchman involves being in attendance of other employees or office. No premium pay will be allowed for weekend work or holiday work.

16. Where possible, employees asked to work overtime shall receive 24 hours advance notice from either the Building Principal or the Supervisor of Buildings and Grounds.
17. The Employer may, in its discretion, create one or more Pool Custodian positions to be assigned primarily to maintaining a District owned and /or operated swimming pool facility. The Pool Custodian position(s) created under this paragraph will be compensated in accordance with the custodian wage schedule and shall not receive any premium pay for hours that are scheduled in the evenings or on Saturdays or Sundays.
18. Effective July 1, 1999, the Employer may, in its discretion, reemploy a former Employee on the same wage schedule he/she was previously placed within one (1) year from the date of his/her termination of employment with the Employer. The Employer may, in its discretion, waive the probationary period for any Employee rehired under this section. An Employee reemployed under this section will be placed at the bottom of the applicable seniority list.

ARTICLE XXIII

TERM OF AGREEMENT

1. This Agreement shall be effective July 1, 2008 – June 30, 2011. At the end of the 2009 - 2010 school year the contract may be reopened for negotiation of salary schedule only. The Agreement shall be renewed from year to year thereafter, provided that either party hereto may re-open the Agreement for changes or amendments or may terminate the Agreement by serving written notice on either party of its desire to change, amend or terminate at least sixty (60) days prior to the expiration of this Agreement or any extension thereof.
2. If any law now existing or hereafter enacted, or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire agreement shall not be invalidated, and either party hereto, upon notice to the other, may re-open for negotiation the invalidated portion, and if an agreement hereon cannot be reached within thirty (30) days, either party may submit the matter to the State Labor Mediation Board for advisory mediation.
3. IN WITNESS WHEREOF, we hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

BOARD OF EDUCATION  
ALGONAC COMMUNITY SCHOOLS

LOCAL 517M SERVICE EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO

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\_\_\_\_\_

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		+ 2.25%	+ 1.50%	+ 1.50%			+ 1.50%	+ 1.50%	
	<b>EMPLOYEES HIRED PRIOR TO 11/1/96</b>					<b>EMPLOYEES HIRED AFTER 11/1/96</b>			
	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>		<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>
<b>BUILDING HEAD</b>									
Start	13.44	13.74	13.95	14.16	Start	12.40	12.68	12.87	13.06
90 Days	13.75	14.06	14.27	14.48	1 Year	12.71	13.00	13.20	13.40
1 Year	14.08	14.40	14.62	14.84	2 Years	13.04	13.33	13.53	13.73
2 Years	14.38	14.70	14.92	15.14	3 Years	13.34	13.64	13.84	14.05
<b>CUSTODIAN</b>									
Start	12.39	12.67	12.86	13.05	Start	11.35	11.61	11.78	11.96
90 Days	13.27	13.57	13.77	13.98	1 Year	12.23	12.51	12.70	12.89
1 Year	13.50	13.80	14.01	14.22	2 Years	12.46	12.74	12.93	13.12
2 Years	13.95	14.26	14.47	14.69	3 Years	12.91	13.20	13.40	13.60
<b>WATCHPERSON</b>									
Start	9.98	10.20	10.35	10.51					
90 Days	10.83	11.07	11.24	11.41					
1 Year	11.07	11.32	11.49	11.66					
2 Years	11.54	11.80	11.98	12.16					
<b>MAINTENANCE</b>									
Start	16.82	17.20	17.46	17.72					
90 Days	17.40	17.79	18.06	18.33					
1 Year	17.72	18.12	18.39	18.67					
2 Years	18.28	18.69	18.97	19.25					
<b>MAINTENANCE II</b>									
Start	15.25	15.59	15.82	16.06					
90 Days	15.77	16.12	16.36	16.61					
1 Year	16.05	16.41	16.66	16.91					
2 Years	16.56	16.93	17.18	17.44					
<b>GARAGE MECHANIC - CERTIFIED</b>									
Start	16.82	17.20	17.46	17.72					
90 Days	17.40	17.79	18.06	18.33					
1 Year	17.72	18.12	18.39	18.67					
2 Years	18.28	18.69	18.97	19.25					
<b>GARAGE MECHANIC II</b>									
Start	15.25	15.59	15.82	16.06					
90 Days	15.77	16.12	16.36	16.61					
1 Year	16.05	16.41	16.66	16.91					
2 Years	16.56	16.93	17.18	17.44					
<b>CUSTODIAL ASSISTANT</b>									
	7.29	7.45	7.56	7.67					
					43				