

AGREEMENT

This Agreement, made and entered into by and between the Corunna Public Schools Board of Education, hereinafter referred to as the “Board,” and the Service Employees International Union, Local 517M, AFL-CIO, hereinafter referred to as the “Union,” has as its purpose the promotion of harmonious relations between the Board and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment. The Board and the Union recognize the moral principals involved in the area of Civil Rights and have reaffirmed in this agreement their commitment not to discriminate because of race, creed, color, age, sex or national origin.

ARTICLE I UNION RECOGNITION

- Section 1. The Board recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- Section 2. The term “Union” as used herein shall include all full-time and part-time regularly scheduled custodians, custodian laundry and bus garage attendant, but excluding the supervisor of buildings and grounds, maintenance engineer, substitutes and other certified and non-certified employees.

ARTICLE II UNION DUES

- Section 1. It shall be the policy of the Board to honor written authorization for deduction from the payroll for union dues and initiation fees to be paid to the union. Such authorizations will be honored after not less than ninety (90) days of employment by the employee making the request. The remittance will be accompanied by a statement of the names of the employees for whom deductions are made.
- Section 2. With regard to the above initiation fees and union dues check-off clauses, the Union hereby agrees to indemnify and hold the Board harmless from any and all liability that may arise in consequence of the application of such clauses. Payroll deduction shall be available to all employees for dues or

contractual service fees equal to regular dues and initiation fees. Said sum shall be certified in writing by the Union, as well as any increases or decreases there from. Said dues, initiation fees or contractual service fees shall be deducted in monthly installments.

- Section 3. In the event that an employee covered by this Agreement shall fail to pay either dues, initiation fees or service fees, the Union may, after written notice to the delinquent employee, institute suit against said employee for collection of the full yearly amount which, when received, shall be considered as a service fee.
- Section 4. Any money deducted pursuant to payroll authorization for dues or fees shall be remitted to the proper party promptly.
- Section 5. The Board agrees not to negotiate with any organization representing bargaining unit employees other than the union as described in Article I, Section 2, for the duration of this Agreement. Furthermore, the Board agrees not to negotiate with any employee or group of employees on any subject included in this Agreement, provided, however, that nothing contained in this provision shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the certified bargaining representative if the adjustment is not inconsistent with the terms of this Agreement.
- Section 6. During the term of this Agreement, the Employer will honor a written authorization signed by any employee for the deduction of voluntary Committee on Political Education (COPE) and/or SEIU Local 517M Political Action Committee contributions to the Union. Such written authorizations shall be in a form consistent with Federal Law and this Agreement, and shall be in accordance with the standard form submitted to the Employer by the Union. The Union shall notify the Employer, in writing, of the amount of voluntary COPE contributions to be remitted to the Union. The employer will cause such voluntary contributions to be remitted at the same time all other monthly remittances are forwarded to the Union, together with a written statement of the names of the Employees from whom deductions were made.

be) represent him/her. The employee will not be required to continue discussion of the grievance after he/she has given all facts and requested relief to the supervisor of buildings and grounds, if he/she does not desire to do so. Grievances at this step shall be handled without loss of pay.

Section 3. Discussion and settlement of grievances and other work related union business will be handled at a mutually acceptable time that will not interfere with the operation of the regularly scheduled workday, but, in case of emergency requiring immediate action, they will be discussed at the time of occurrence.

Section 4. Grievances, which are not so settled, shall be reduced in writing on appropriate forms provided by the union and signed by the employee. A copy shall be given to the supervisor of buildings and grounds, who shall attempt to settle the matter and will give his answer within five (5) regular working days.

- a. Prior to the time a grievance is put into writing, or during the course of the grievance procedure, the bargaining committee as a whole or a representative may review the facts on which the grievance is based, or the claims made by the grievant, with the appropriate supervisor.
- b. When a grievance is put into writing, there will be included or attached sufficient information so that it will be readily possible to determine the identity of the grievant(s), the date(s) when the grievances(s) occurred, the facts of the situation which created the grievance and other such information as will make it plain what the facts are which are claimed as the basis of the grievance. The written grievance shall also state clearly what relief is being sought.
- c. When written answers to grievances are required and the grievance complies with sections 1 and 2 above, the answer, if favorable to the grievant, will describe exactly what will be done in settling the grievance. If not, the answer will include whatever details, dates and circumstances are involved, and the reason(s) relied on by the supervisor of buildings and grounds for denying the grievance.

Section 5. If the grievance is not settled by the supervisor of buildings and grounds, a copy of the grievance may then be submitted to the superintendent of schools or his designated agent, who shall arrange a meeting to be held

within ten (10) working days to discuss the grievance. He shall give his answer, in writing, within five (5) working days after said meeting.

Section 6. If the answer received is not acceptable, the grievance may be appealed to the Board by sending a written notice with a copy of the grievance to the superintendent of schools or his designee within ten (10) working days from the date the answer is received by the Union from the superintendent of schools. A Board designated committee will hold a meeting with the Union to attempt to satisfactorily resolve the grievance.

Within ten (10) working days from the date of the meeting with the Board, the Board shall answer such grievance, in writing, with a copy provided to the local unit chairman and the union business representative. This decision shall be final and binding unless appealed within ten (10) working days from the date the Board's decision is received by the union business representative, or the Union requests arbitration of the grievance within ten (10) days from the date the answer is received.

Section 7. Grievances not presented to the supervisor of buildings and grounds within five (5) working days of when the occurrence first became known, or should have become known, will be deemed abandoned, and grievances not appealed from one step to the next step within ten (10) working days from the decision at any step will be considered settled on the basis of the last decision. The time limits contained in this Article may be extended by written agreement between the parties.

Section 8. If, at any point in the grievance procedure, time limits are not followed by the Board, the grievance may be forwarded to the next step in the grievance or arbitration procedure, as appropriate, by the Union.

ARTICLE V ARBITRATION

Section 1. If the grievance is not settled at the Board level, it may be submitted to arbitration by an impartial arbitrator, and written notice setting forth the provision of the Agreement that is allegedly violated must be sent to the superintendent of schools or his designee. In the event the parties are unable to agree upon an arbitrator within ten (10) working days from the date of the appeal, the American Arbitration Association will be asked to submit a list of five (5) arbitrators. Upon receipt of the list, the Union will

first strike two (2) names, then the Board will strike two (2) names; the remaining person shall be the arbitrator, provided within thirty (30) days of notice of his appointment the arbitrator accepts and schedules a date for a hearing in the matter which he is to decide. If the arbitrator does not so accept and schedule a hearing as above provided, the American Arbitration Association will again be requested to submit a list of five (5) names and the above procedure for selecting an arbitrator from the panel will be followed.

Section 2. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing, and hold a conference at that time in an attempt to settle the grievance.

Section 3. The decision of the arbitrator shall be final and conclusive, and binding upon employees, the Board and the Union, subject to the right of the Board or the Union to judicial review. Any lawful decision of the arbitrator shall be forthwith placed into effect.

Section 4. Powers of the arbitrator are subject to the following limitations:

- a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b. He shall have no power to establish salary scales or to change any salary.
- c. He shall have no power to change any policy or regulation of the Board not covered by the contract specifically.
- d. He shall have no power to decide any question, which under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference's with such responsibilities, except as they may be specifically conditioned by this Agreement.
- e. He shall have no power to interpret state or federal law.
- f. He shall not hear any grievance previously barred from the scope of the grievance procedure.

Section 5. After a case on which the arbitrator is empowered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

- Section 6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the dispute will be settled in arbitration.
- Section 7. No more than one (1) grievance may be considered by the arbitrator at the same time, except upon expressed written mutual consent.
- Section 8. The cost of the arbitrator shall be borne by the party, which loses. Each party shall assume its own cost for representation, including any expense of witnesses.
- Section 9. Where no wage or fringe benefit loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make the monetary adjustment and the arbitrator shall have no power to order one.
- Section 10. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

ARTICLE VI SENIORITY

- Section 1. For the purpose of this Agreement, employees are defined as follows:
- a. Regular full-time hourly rated employees: Those employees who work at least forty (40) hours per week on a regular basis and who have completed sixty-five (65) work days of employment, at least thirty (30) of which must be during the regular school year when students are in session.
 - b. Regular part-time hourly rated employees: Those employees who work less than forty (40) hours per week on a regular school year basis, and who have completed sixty-five (65) work days of employment, at least thirty (30) of which must be during the regular school year when students are in session.
 - c. Probationary employees: Those employees hired at an hourly rate with the understanding that they may become regular full-time or part-time employees by completing the time as stated in Section 1a or 1b, as appropriate, with a satisfactory performance rating. Probationary employees do not have seniority.
- Section 2. After successful completion of the probationary period, seniority shall be determined from the first day worked and the employee's name and seniority date shall be placed on the seniority list. An up-to-date seniority

list will be made available to all employees for their inspection by posting such list on appropriate bulletin boards at the beginning of each school year, with a copy provided to the unit chairman. Social security numbers of those employees who begin their work in the bargaining unit on the same date will be used to determine order of seniority. The employee with the lowest number made up of the last four (4) digits will have the highest seniority, while the employee with the highest number made up of the last four (4) digits will have the lowest seniority.

Section 3. Seniority will be lost and the employee terminated if:

- a. He/she voluntarily resigns, is discharged for cause, or retires from the school system.
- b. He/she fails to report for work, after lay-off, within ten (10) working days from the date he/she is recalled. Within two (2) working days from the date he/she is recalled, he/she must state his/her intent to return to work. Notice of recall may be made by telephone call or confirmed by certified mail to the employee's last known address.
- c. An employee is absent from work for more than two (2) consecutive days without notifying the supervisor of buildings and grounds, and has no legitimate written reason, as determined by the superintendent of schools or his designee, for the absence.
- d. He/she is off the active payroll for a period exceeding eighteen (18) months, excepting those situations wherein an employee is covered by paid sick leave, lay-off, military leave or childcare leave.

Section 4. The Board agrees to abide by applicable laws and regulations in regard to employees on military leave.

ARTICLE VII LAY-OFF AND RECALL

Section 1. In the event the Board determines that a lay-off is necessary, the Board agrees to notify the Union at least five (5) days prior to such lay-off. In the event of lay-off, employees with the least seniority shall be laid off first and those with the highest seniority shall be called back to work first.

Section 2. Employees who have acquired seniority and are laid off will retain their right for recall for a period of eighteen (18) months from the date they were laid off.

Section 3. In the event a laid off employee chooses to continue receiving hospitalization insurance through the Corunna Public Schools, he/she may do so for a period of time allowed by the insurance company, not to exceed eighteen (18) months. The employee shall remit to the Board the required sums within such time said premiums are due, and shall, and hereby does, hold the Board harmless from failure to pay such premiums timely.

ARTICLE VIII ASSIGNMENTS, VACANCIES AND TRANSFERS

Section 1. A. In the event a regular bargaining unit position becomes vacant, such vacancy will be posted on appropriate bulletin boards for a period of five (5) workdays. Employees who desire to fill such vacancy will notify the supervisor of buildings and grounds, in writing, within such five (5) day period. The Board will fill the vacancy, basing its selection on seniority and ability of the applicant(s) to successfully do the work required. The supervisor of buildings and grounds will design a proficiency test to determine if a candidate will be successful in the position for which they are applying. It will be at the supervisor's discretion to determine if the candidate was able to pass the proficiency test. The vacancy will be filled within five (5) working days after the posting period has ended. Upon acceptance of the transfer, the employee agrees to serve a thirty (30) day trial period at his/her regular rate of pay. In the event that the performance of the employee during this thirty (30) day trial period is unacceptable, the employee shall be returned to his/her former position. The vacant position will then be, in turn, offered to the applicant next highest on the seniority list, and with the ability to do the work required. Again, the supervisor of buildings and grounds will design a proficiency test to determine if a candidate will be successful in the position for which they are applying. It will be at the supervisor's discretion to determine if the candidate was able to pass the proficiency test. A vacancy created by a transfer shall constitute a temporary absence, as specified in Section 2C, of this Article, until after the thirty (30) day trial period.

- B. A vacancy created by a bargaining unit member filling a posted position, as in Section 1A, above, will be filled in the same manner as above. All further vacancies will be filled at the discretion of the employer.
 - C. Once a bargaining unit member fills a posted vacancy, he/she will not be eligible for other such vacancies for the remainder of the current fiscal year.
- Section 2.
- A. Temporary absence of regular bargaining unit members will not cause a vacancy to be posted. Such temporary absences will be filled by available part-time bargaining unit members, provided the assignment does not conflict with their regularly assigned work schedule and will not result in overtime work.
 - B. At the beginning of each school year only, part-time employees will have the option of requesting, in writing, to fill temporary absences of full-time bargaining unit members. This will be done through the supervisor of buildings and grounds. In the absence of such request, such temporary vacancies shall be filled at the discretion of the supervisor of buildings and grounds.
 - C. In the event that it is known by at least forty-eight hours in advance that the temporary absence will exceed three (3) days, the part-time bargaining unit member will have the opportunity to fill the full-time bargaining unit member's work schedule instead of his/her own work schedule, based on high seniority and ability to successfully perform the work required.

ARTICLE IX LEAVES OF ABSENCE

- Section 1. **Sick Leave.** All full-time and part-time custodians shall be provided sick leave privileges listed hereafter.
- a. Sick leave of one (1) day per month, effective on the last day of each month worked.
 - b. Employees shall be credited at the end of the service year with the unused portion of the sick leave allowance, accumulative to a total of ninety (90) days.

- c. In the event a member of the full-time employee's immediate family becomes critically ill, that employee may request use of accumulated sick days, up to five, to be off work with pay. Such requests, to the superintendent of schools or his designee, will be considered on an individual basis. Immediate family is defined as spouse, children or stepchildren, mother or father.
- d. A doctor's statement certifying the validity of inability to work may be required by the Board.

Section 2. **Bereavement leave.** Employees shall be granted a leave of absence of three (3) days, without loss of pay, upon the death of the employee's spouse, children, father, mother, brother, sister, grandchildren or step-grandchildren. Upon the death of the employee's grandfather, grandmother, father-in-law, mother-in-law, stepfather, stepmother, stepchild, stepsister, stepbrother, brother-in-law, sister-in-law, son-in-law, daughter-in-law or legal guardian, an employee may, upon request, be granted three (3) days leave of absence, with pay, for the purpose of making funeral arrangements and/or attending the funeral. An employee may be required to substantiate deaths occurring outside Shiawassee County.

A one (1) day funeral leave will be granted after notification has been made in the case of death of a member of the extended family or close friend. This day will be deducted from either the custodian's personal leave days or the accumulated sick leave, at the custodian's option.

Section 3. **Personal leave.** Each full-time and part-time employee covered by this Agreement shall be granted two (2) personal leave days per year for the purpose of conducting business affairs which cannot normally be conducted at times other than during working hours. Personal leave days may not be used the day before or the day after a holiday or school vacation. This benefit shall accumulate to three (3) days. It shall be the responsibility of the employee to notify the supervisor of buildings and grounds at least twenty-four (24) hours prior to the start of the workday when they are to be absent and are to use a personal day.

Section 4. **Jury Duty Leave.** Employees requested to appear for jury qualification or service shall receive their pay from the Board for such work time lost as a result of such appearance or service, less any compensation received for such jury service.

- Section 5. **Union Business.** At the beginning of each year (July 1st), the Union shall be credited with a maximum of ten (10) days, without pay, to be used by officers of the Union. Such use will be at the discretion of the Union. Unused days will not be accumulative for use in succeeding years. The Union agrees to notify the supervisor of buildings and grounds, in writing, no less than seventy-two (72) hours in advance of taking such leave. Union time spent in negotiations, grievances and arbitration shall be without pay, except at step one (1) of the grievance procedure, and will not be assessed against the ten (10) maximum as stated above. No more than two (2) officers shall be absent at one (1) time while using the maximum ten (10) days for Union business. Example: Two (2) officers attending a five (5) day conference will use up the total available time. Employees will be scheduled for grievance hearings at a time that will not interfere with their regular work schedule.
- Section 6. **Child Care Leave.** The Board agrees to abide by applicable laws and regulations concerning child care leave.
- Section 7. **Appointments.** It is expected that employees will schedule medical and dental appointments of non-emergency nature to they will not interfere with their regular work schedule, except in emergency situations or prior approval from the supervisor of buildings and grounds.
- Section 8. **Personal Leave Without Pay.** Requests for personal leave, without pay, will be presented to the superintendent of schools or his designee for approval or disapproval seventy-two (72) hours prior to the date the leave is to begin, except in case of emergencies. Such leaves may be granted by the superintendent of schools or his designee for legitimate personal reasons or emergencies, and may be for a period not to exceed ten (10) days, except that extensions of ten (10) days each may be granted on the same basis.
- Section 9. The Family and Medical Leave Act of 1993 (F.M.L.A.) provides that an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12 month period for one or more of the following.
- Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
 - Because of the placement of a son or daughter with the employee for adoption or foster care.

- In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent of the employee has a serious health condition.
- Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

For a serious health condition, an eligible employee may elect, or the Board may require the employee, to substitute any of the accrued paid personal leave or sick leave of the employee for leave.

Leaves of absence, up to a maximum of twelve work weeks as provided by the F.M.L.A., without pay will be granted by the Board upon application for a serious health condition of the employee, of a spouse, son, daughter or parent.

Where paid leave is used by the employee, the employer is required to provide only enough combined paid and unpaid leave to total twelve workweeks.

During this twelve-workweek absence, the employee will be entitled to Board paid insurance protection.

“Parent” means the biological parent or an individual who stood in loco parentis to an employee. The term “son or daughter” is defined as biological, adopted or foster child, a stepchild, legal ward, or a child of a person standing in loco parentis.

“Serious Health Condition” means an injury, illness, impairment, of physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility, or, continuing treatment by a health care provider.

All provisions and procedures contained within this article will conform to the statutory requirements provided under the F.M.L.A.

ARTICLE X HOURS AND THE WORK WEEK

Section 1. The normal regularly scheduled workday for full-time employees shall consist of eight (8) hours of work. The normal regularly scheduled workweek shall consist of forty (40) hours of work. In addition, one (1) thirty (30) minute lunch period will be provided without pay.

- Section 2. The normal workday, workweek and regularly scheduled daily and Saturday overtime are not to be construed as a guarantee of hours worked per day or per week.
- Section 3. All work schedules for full and part-time employees will be assigned by the supervisor of buildings and grounds.
- Section 4. All time worked in excess of forty (40) hours per week will be paid at a rate of one and one-half (1 ½) times the regular hourly rate.
- Section 5. Each full-time employee shall be entitled to one (1) fifteen (15) minute rest period between the second and third hour of employment and the sixth and seventh hour of employment each workday. This rest period shall take place at the regular worksite of the employee. Should an emergency occur during the rest period, the employee shall take the regular rest time upon return from the emergency.
- Section 6. Part-time employees, who work at least 5 hours, shall be entitled to one (1) fifteen (15) minute rest period during their assigned work time each workday. This rest period shall take place at the regular worksite of the employee. The provisions of Sections 1 and 5, above, shall apply to a part-time employee when working a full-time schedule.
- Section 7. Extra hours of work that are not an extension of the regularly scheduled workday shall be divided among the employees who work regularly at the worksite where the work is required, in the following manner:
- a. This assignment shall be made equitably and in the order of highest seniority first.
 - b. In the absence of a willing worker at the site, the work shall be assigned to the lowest seniority employee within the building.
 - c. The supervisor of buildings and grounds shall offer all opportunities for overtime by rotation, first within the building, then within the group, by seniority.
 - d. An employee may elect to be excluded from consideration for extra hour assignment rotation once each year and will not be considered until the following July 1st, and will be credited with the average number of hours for the building to which he is assigned.
 - e. Extra hours of work that are an extension of the regularly scheduled workday shall be assigned to the employee working that shift within that building.

- Section 8. Outside overtime work shall be assigned to the grounds person first before other full-time employees (snow removal included).
- Section 9. All additional overtime resulting from the need of snow removal shall be assigned to Class I custodians based on ability to do the work, proper and appropriate use of school equipment and the highest seniority first on a rotating basis. Due process will be followed before denying an employee use of specific school equipment.
- Section 10. In the event that a bargaining unit member is to be absent from an assigned work shift, he/she will notify, either directly or by telephone, the supervisor of buildings and grounds at his office or residence. If the supervisor of buildings and grounds is unavailable, the bargaining unit member shall call, in order, the persons listed below until contact is made:
- Building principal
Superintendent of Schools
- Section 11. Any time a school facility is occupied during non-scheduled hours by an outside group not connected to school activities, custodians will be assigned clean up time as needed.

ARTICLE XI HOLIDAYS

- Section 1. The Board recognizes that there is a need for custodians to work on “Act of God” days. Therefore, the following paid holidays will be provided to regular full-time seniority employees.
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|------------------------|--------------------------|
| Independence Day | Christmas Eve (full day) |
| Labor Day | Christmas Day |
| Thanksgiving Day | New Year’s Day |
| Day after Thanksgiving | Memorial Day |
- Section 2. An employee must work their last scheduled workday prior to a listed holiday and the first scheduled workday after a listed holiday, or be on paid leave of absence, with the exception of personal leave days, to be eligible for holiday pay.
- Section 3. For the weeks which include Memorial Day and Labor Day, hours worked in excess of forty (with Memorial Day and Labor Day counting as eight of those hours) will be compensated at time-and-a-half.

ARTICLE XII SCHOOL CLOSING

In the event that school is closed due to an “Act of God” or mechanical failure, all full-time employees will report for work at their regularly scheduled time and location, unless otherwise notified by the school administration. In the absence of notification, employees will not be paid unless they report for work. Employees will be allowed to use personal leave time or vacation days, in which case the employee must notify the supervisor of the buildings and grounds.

ARTICLE XIII WORKERS’ COMPENSATION

- Section 1. In the event an employee sustains an occupational injury, he/she shall be covered by applicable workers’ compensation laws. The employee must report the injury, stating the nature of the injury, the circumstances causing the injury and the time to the supervisor of buildings and grounds immediately following the injury so that an accident report may be completed.
- Section 2. The Board shall have the right to require reasonable proof that the injury is of a nature so as to necessitate the employee’s absence from work, and the employee will be required to establish proof of injury as provided by workers’ compensation laws.
- Section 3. Compensation for work related injuries covered by workers’ compensation shall be governed by the terms of the workers’ compensation policy in effect.
- Section 4. All time lost as a result of an injury covered by applicable workers’ compensation will be considered as time worked for seniority purposes.

ARTICLE XIV VACATIONS

- Section 1. Each full-time employee shall be entitled to have paid vacation time each year at a time approved by the supervisor of buildings and grounds, in accordance with the following schedule:

Years of Service as of July 1

Annual Vacation Allowance

More than one (1), but less than three (3) continuous years of service

Ten (10) workdays

Three or more years of service

Fifteen (15) workdays

Section 2. Vacation pay will be paid on the regular payday for the period during which the employee is on vacation.

Section 3. Vacation pay will be computed on the basis of the employee's regular hourly wage.

Section 4. Vacation days earned during a fiscal year must be taken prior to the end of the following fiscal year.

Section 5. Full-time employees who have not completed a full fiscal year of employment as of July 1st, and who are still employed in the school district on July 1st, are entitled to a pro-rated portion of the first year vacation benefit, based upon the percentage of the year employed.

Section 6. All requests for vacation time must be approved by the employee's supervisor. Only employees with three (3) or more years of continuous service shall be eligible to take vacation time during the school year. Those employees may elect to take up to five (5) days of vacation time during the school year. Vacation time will be granted on a high seniority basis. No more than two employees may be gone at a given time on a first come, first approved basis. A third employee may be granted vacation time pending the ability to find a suitable substitute, as determined by the buildings and grounds supervisor.

ARTICLE XV SAFETY PRACTICES

Section 1. The Board will take reasonable measures in order to prevent or eliminate any present or potential job hazards, which are not recognized as part of the employee's normal job.

Section 2. The employee will notify, and discuss with, the supervisor of buildings and grounds, any such job hazards as soon as the employee becomes aware of such unsafe areas, conditions or equipment. The supervisor of buildings and grounds, upon notification of an alleged unsafe condition, shall investigate such condition, and shall make adjustments in such condition, if,

in his findings, the alleged unsafe condition is found to be a hazard to the employee.

Section 3. Eye protection and rubber gloves will be provided by the Board and are to be used by the employees while working with hazardous chemicals.

ARTICLE XVI FRINGE BENEFITS

Section 1. The Board agrees to furnish all full-time employees who are eligible the following insurance protection without cost to the employee, provided they have made proper application.

- a. Single, two-person or full family hospitalization insurance as needed. Such hospitalization shall be MESSA Pak Plan (Super Care I or Choices II), provided the spouse of the employee does not have better or comparable coverage through his/her respective employer.
- b. Thirty thousand (\$30,000) dollar term life insurance including accidental death and dismemberment (double indemnity) for full-time employees, and fifteen thousand (\$15,000) dollar term life insurance including accidental death and dismemberment (double indemnity) for part-time employees.
- c. Long-term disability insurance. Benefits shall begin after ninety (90) day waiting period. The benefits shall be paid at 66 2/3% of salary, up to a monthly maximum of two thousand (\$2,000) dollars. The L.T.D. policy shall be in accordance with the following additional specifications:
 1. "Re-hab" clause: If a disabled employee can perform rehabilitative employment, then for a period of up to two (2) years only 50% of his/her salary will be offset from his/her disability benefit.
 2. No pre-existing conditions or eligibility waiting period.
 3. Maternity: Included
 4. Recurrent disability: There shall be no additional waiting period for recurrent disability within six (6) months of return to work.
 5. Two (2) year own occupation clause: Included.
 6. Alcoholism/drug waiver: Included.
 7. Mental/nervous waiver: Included.

8. Social Security freeze: Future increases in Social Security benefits will not be subtracted from the L.T.D. benefit.
 9. Survivor benefits to employee's beneficiary for a period not to exceed six (6) months.
- d. Dental insurance will be provided which is equivalent to that plan provided to the certified school personnel of the Corunna Public Schools.
 - e. Vision insurance will be provided.

ARTICLE XVII RETIREMENT

- Section 1. Pursuant to Public Act 244 of 1974, the Board shall pay, on behalf of each employee, the employee's contribution to the Michigan Public School Employees Retirement System.
- Section 2. It is agreed that the Board shall have no obligation to make retirement contributions on behalf of the employee to the Member Investment Plan fund created by Public Act 91 of 1985. Contributions to that fund are the sole responsibility of the employee.

ARTICLE XVIII COPIES OF THE AGREEMENT

- Section 1. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees now employed or hereafter employed by the Board.
- Section 2. The Board will furnish to the Union five (5) copies of this Agreement in addition to those listed in Section 1 above.

ARTICLE XIX GENERAL PROVISIONS

- Section 1. The Board agrees to reimburse the difference in cost between a regular Michigan operator's license and a Class III chauffeurs license when required by the Board.
- Section 2. Employees shall be allowed to attach and file a statement outlining their disagreement with disciplinary notices placed in their personnel file.

- Section 3. Mileage reimbursement at the rate approved by the Board, shall be paid to employees who are authorized by the Board to drive their personal vehicles to conduct school business.
- Section 4. The Board reserves the right to require a physical or mental examination from any employee covered by this contract, at Board expense. The Board further reserves the right to select the physician for such examination.
- Section 5. Upon the request of an employee, the administration will meet with the employee and his/her representative, not more than once each year, for the purpose of reviewing item(s) related to discipline that an employee may wish to have expunged from his/her personnel file. This review will consider the removal of no item(s) that was a result of physical abuse, theft, sabotage or other criminal acts. If the employee presents evidence that the disciplinary action taken previously has resulted in corrective action being taken by the employee, the Board or its representative may remove the item(s) from the employee's file and destroy them.

ARTICLE XX SAVINGS CLAUSE

If any Article or Section, or portion thereof, of this Agreement, or any addendum thereto, should be held invalid by the operation of law, or by any tribunal of competent jurisdiction, the remainder of the Agreement and/or addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section, or portion thereof.

ARTICLE XXI STRIKE PROHIBITION

The Union recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of education, without interruption of the school program; accordingly, the Union agrees that neither the Union nor its members, nor any person in its behalf, will direct, instigate, participate in, encourage or support any strike against the Board by any employee covered by this Agreement, or any other employee of the Board.

ARTICLE XXII RIGHTS OF THE EMPLOYER

- Section 1. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the laws of the State of Michigan and of the Federal Government of the United States. It is expressly agreed that all rights, which ordinarily vest in and have been exercised by the Board, except those, which are relinquished within the terms of this Agreement, by the Board, shall continue to vest exclusively in and be exercised by the Board. Such rights shall include, by way of illustration and not by way of limitation, the following except those areas specifically modified, agreed to or expressly limited by this Agreement.
- a. Manage and control its business, its equipment and its operations, and to direct the working forces and affairs of the Board.
 - b. Continue its rights, policies and practices of assignments and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.
 - c. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and the hours worked, and to lay off employees.
 - d. Adopt reasonable rules and regulations.
 - e. Establish qualifications, and then determine qualifications, of the employees.
 - f. Determine the size of management organizations, its functions, authority, amount of supervision, and table of organization.
 - g. Establish course of instruction and in-service training programs for employees and to require attendance at any workshop, conference, etc., by employees, including special programs during the workday.
 - h. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
 - i. Continue the right to determine job content.
 - j. Determine all methods and means to carry on the operation of the schools.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the laws of the State of Michigan and the laws of the United States.

Section 3. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement, except as wherein such rights have been granted within a specific Article or Section of this Agreement.

ARTICLE XXIII TERMS OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 2005, and shall remain in full force and effect without change, addition or amendment from July 1, 2005 through June 30, 2009.

Section 2. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment.

Section 3. In the event a notice is given to reopen negotiations, this contract shall remain in full effect until a new Agreement is reached.

ARTICLE XXIV WAGE RATES

2005-2006

The following wage rates will be effective July 1, 2005 through June 30, 2006.

	<u>Class I (1st shift)</u>	<u>Class II (2nd shift)</u>	<u>Class III (part-time)</u>	<u>Bus Garage Attendant</u>
Probation rate	\$11.92	\$11.98	\$10.11	\$8.77
Years 1 and 2	\$12.80	\$13.18	\$10.92	\$9.35
Years 3 and 4	\$13.73	\$14.02	\$11.42	\$10.36
Years 5 and 7	\$14.40	\$14.73	\$11.92	\$11.24
Year 8	\$15.96	\$16.31		\$11.59

2006-2007

The following wage rates will be effective July 1, 2006 through June 30, 2007.

	<u>Class I (1st shift)</u>	<u>Class II (2nd shift)</u>	<u>Class III (part-time)</u>	<u>Bus Garage Attendant</u>
Probation rate	\$12.17	\$12.23	\$10.32	\$8.95
Years 1 and 2	\$13.07	\$13.46	\$11.15	\$9.55
Years 3 and 4	\$14.02	\$14.31	\$11.66	\$10.58
Years 5 and 7	\$14.70	\$15.04	\$12.17	\$11.48
Year 8	\$16.30	\$16.65		\$11.83

2007-2008 Wages to be increased by the same percentage as the certified staff.

2008-2009 Wages to be increased by the same percentage as the certified staff.

CORUNNA PUBLIC SCHOOLS BOARD OF EDUCATION

By _____ Its President

By _____ Its Secretary

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 517 M, AFL-CIO

By _____ Its Local Representative

By _____ Its Local Representative

By _____ Its Business Representative