

Hall Monitors

SEIU - Local 517M

AGREEMENT

between

THE BAY CITY BOARD OF EDUCATION

and

THE HALL MONITORS

Covering the Years

2006 - 2007

2007 - 2008

09010

07-01-2006

SEIU AFL-CIO

X

SEIU - Local 517M

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ARTICLE I RECOGNITION

The Bay City Board of Education recognizes the Service Employees International Union, AFL-CIO, CLC (SEIU) Local 517M as the exclusive representative for all bargaining unit members representative of the job classifications (or the modification of any of the recognized job classifications or job titles mutually agreed upon by the parties) which voted in the election conducted on November 19, 1998.

ARTICLE II UNION RIGHTS

A. SECURITY

The Employer agrees not to aid, promote or finance any labor group or organization which attempts to engage in collective bargaining or to make any agreement with any such group or organization for any purpose adverse to the representational function of SEIU. The Employer will make available to all employees in the Bargaining Unit a copy of this Agreement.

B. RIGHT TO ORGANIZE

Pursuant to Act 336 as amended by Act 379 of the Public Acts of Michigan of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by Act 336 as amended by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any other terms or conditions of employment.

C. FACILITY UTILIZATION

The Union and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by a Principal or Central Administrator. No employee shall

be prevented from wearing insignia, pins, or other identification of membership in the Union, either on or off school premises. Bulletin boards, school mail, and other established media of communication shall be made available to the Union and its members.

D. FREEDOM OF INFORMATION

The Board agrees to furnish to the Union, in response to reasonable requests, available information concerning the financial resources of the District and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of its members, together with information which may be necessary for the Union to process any grievance or complaint, but only in the form or format as it exists.

E. JOB STEWARD

The Employer recognizes the right of the Union to designate a Steward and Alternative from the employer's seniority list. The responsibilities and faculty of the Steward and Alternate so designed by the Union shall include the following duties and activities:

1. The investigation and presentation of grievances with his/her Employer or the designated District representative in accordance with the provisions of the collective bargaining agreement.
2. The transmission of messages and information (outside of the workday), which shall originate with, and be authorized by the Union or its officers, provided such messages and information:
 - a. Have been reduced to writing; or
 - b. If not reduced to writing, are of routine nature.
3. The Steward will be granted super-seniority for layoff and re-hire if requested by the Union.

F. INSPECTION PRIVILEGES

With the approval of the Director of Human Resources or his/her designee, authorized agents of the Union shall have access to the District's buildings during working hours for the purpose of adjusting disputes,

investigation of working conditions and ascertaining that the Agreement is being adhered to with no interruption of District's work schedule.

ARTICLE III BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing:

1. To the executive management and administrative control of the School System and its properties and facilities and the on duty activities of its employees and off duty activities to the extent that they adversely impact or effect the School District.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion for just cause and to promote all such employees.
3. The Board of Education has the right to determine the number of jobs in each classification and to change that number as it deems in the best interest of the tax payers; and
4. The right to transfer and/or assign employees and to change such assignments as it deems in the best interest of the tax payers.

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

C. The parties agree that this Contract incorporates their full and complete understanding and that any prior oral agreements or practices

are superseded by the terms of this Agreement. The parties further agree that no such oral or written understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

**ARTICLE IV
WAGES**

A. WAGE SCALE

2006-2007 (0%/no steps)			2007-2008 - 2%	
Steps			Steps	
FIRST	\$6.36	\$6.95*	FIRST	\$7.15**
SECOND	\$6.69	\$6.95*	SECOND	\$7.15**
THIRD	\$7.00		THIRD	\$7.15**
FOURTH	\$7.43		FOURTH	\$7.58
FIFTH	\$7.96		FIFTH	\$8.12
SIXTH	\$8.49		SIXTH	\$8.66
SEVENTH	\$9.01		SEVENTH	\$9.19

* New hourly wage law October 1, 2006

** New hourly wage law into effect July 1, 2007
\$1.00 more per hour for Neighborhood Liaison

B. Employees will receive credit for their previous experience for Wage Scale purpose.

**ARTICLE V
HOLIDAYS**

For the life of this Agreement, employees shall receive seven (7) paid holidays for each school year. The 7 holidays shall be Thanksgiving Day, Christmas Eve, Christmas Day, New Years' Eve, New Years' Day, Good Friday, and Memorial Day.

**ARTICLE VI
PERSONAL LEAVE**

Employees shall receive five (5) personal leave days per year of this Agreement. When possible, advance notice must be given. Personal leave days can not be used the first or last day of the school year, the first work day before or after a holiday, or the first work day before or after vacations.

1. A maximum of three (3) days with pay will be given for a death in the immediate family: spouse, father, mother, children, sister, brother, father-in-law, mother-in-law, grandchildren, grandparents. The member must provide a copy of the obituary/funeral card to the Human Resources department in verification of absence.

2. Jury Service - A member called for jury duty shall be compensated for the difference between the member's pay and the pay received for the performance of such obligation. The member must submit the appropriate documentation providing the pay received for jury duty to the Human Resources department.

3. An unpaid leave of absence for up to one (1) year shall be granted upon application to the Director of Human Resources for any reason important to the Unit member except for employment outside the District. The employee shall return with all seniority and benefits enjoyed at the time the leave was granted. If the Unit member wishes an extension or desires to return to work, notice must be received, in writing, by the Director of Human Resources at least sixty (60) calendar days prior to the termination date of the leave. Extensions may be granted at the discretion of the Director of Human Resources and the decision is not subject to the grievance process.

ARTICLE VII AGENCY SHOP

SECTION 1:

A. Any employee covered by this Agreement who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Union. Said authorization shall remain in effect from year to year unless revoked in writing. The employee may authorize payroll deduction for membership dues or fees.

B. Any employee covered by this Agreement who is not a member of the Union, or who does not make application for membership within thirty (30) days of the commencement of employment shall, as a condition of employment, pay as a fee to the Union an amount equal to membership dues less any amounts not directly related to the administration of this Agreement and the representation of the covered employees. In the

event an employee shall not pay such fee directly to the Union or authorize payment through payroll deduction as provided in this Article, the Board shall upon written notice by the Union cause the termination from employment of such employee.

C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees that the dues and fees deducted will be remitted monthly to the Union. The Union agrees to furnish any information needed by the Board to fulfill the provisions of this Article not otherwise available to the Board.

D. The Union agrees to hold the Board harmless from any costs, awards, damages, fees and/or assessments as a result of the implementation of this Article.

SECTION 2:

A. COPE DEDUCTION

The Board agrees to deduct an employee contribution made by payroll deduction and payable to the Union for COPE (Committee on Political Education) money upon the receipt of a signed authorization of the employee who is a member of SEIU Local 517M. The deductions shall be made at a minimum rate of one dollar (\$1.00) per pay period.

Employees who submit a written authorization to the Board between August 15th and September 1st each year shall have the COPE deduction made each pay period. Employees may withdraw their authorization any time during the year.

ARTICLE VIII PROTECTION OF BARGAINING UNIT MEMBERS

1. The District will give all reasonable support and assistance to members of the Unit with respect to an emergency situation.
2. Any case of assault upon a member of the Unit arising out of employment shall be promptly reported to the Principal or designated representative. The District shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

ARTICLE IX HOURS OF WORK

- A. The hours of work shall be determined by the Board of Education.
- B. The Board of Education shall provide a half (1/2) hour lunch period during each scheduled six (6) hour block of time worked, to be scheduled by the supervisor.
- C. The Board of Education shall provide a ten (10) minute paid break during each scheduled six (6) hour block of time worked, to be scheduled by the supervisor.

EMERGENCY DUTIES

Unless all other options for coverage are exhausted, a supervisor shall not ask Bargaining Unit members to assume the duties of a classroom teacher, study hall supervisor*, custodian or secretarial / educational assistant.

* Bargaining unit members will be allowed to cover Study Hall Supervisor's half hour (1/2) lunch break.

JOB POSTINGS

Section 1 - Vacancies

A. Whenever a Unit vacancy occurs it shall be posted for five (5) working days to members. Each Bargaining Unit member shall be notified in writing of the vacancy. Written notification shall be done by interschool mail during the year and by U.S. mail during any period when school is not in session or when the Bargaining Unit member is on leave or laid off. It is the responsibility of the members to maintain a current address on file in the Human Resources office.

B. Members who apply for and meet the qualifications of the vacancy shall be provided the opportunity to interview for said position. If after consideration of above, Administration feels it is necessary to select candidates from outside the Unit in order to fill a vacancy, the Director of Human Resources shall provide notice of such intent.

C. Unit Members moving from one building to another within the same

position classification and Bargaining Unit will retain their experience factor, seniority date, and their longevity date.

D. The Union shall be notified, whenever possible, of any new temporary Hall Monitor positions prior to being filled.

E. No temporary position may be established that will exceed ninety (90) working days unless the Union is notified.

F. A newly hired employee or Unit Member who moves into a new position shall be provided with a minimum of one (1) hour of orientation prior to assuming independent responsibility of job, if said employee makes a request for it.

ARTICLE X SENIORITY

A. New employees will be considered as probationary employees until they have worked for ninety (90) work days. After completion of the ninety (90) work day period, the employee will be considered as a seniority employee and the employee's seniority will start as of the date of hire. Probationary employees may be discharged with or without cause or notice.

B. An up-to-date seniority list will be furnished to each Bargaining Unit member within thirty (30) days of January 1st of each year and will include each member's first and last name, classification, current building location, start date, and net service.

C. Seniority shall be broken for any of the following reasons:

1. If the employee quits;
2. If the employee is discharged and the discharge is not rescinded or modified.
3. If the employee retires or is retired;
4. If the employee is laid off for one (1) or for one (1) day more than the employee had worked, whichever comes first.

The employee's earned seniority will be restored in full after a period of two (2) years from the date of reinstatement or rehire to the bargaining unit.

5. If the employee is absent for three (3) consecutive working days without properly notifying the employer and/or having a reason acceptable to the employer.

D. Employees who leave the unit but remain with the District shall have their seniority in the unit frozen. In the event the employee returns to the unit, he/she will be credited with his/her previous seniority in the unit.

ARTICLE XI LAYOFF AND RECALL

A. In the event that the Board in its sole discretion determines that layoff is necessary, such layoff shall be from classifications selected by the Board and in numbers determined by the Board subject to the terms and conditions specifically provided for in this Agreement. Upon written request from the Union, the Board will inform the Union as to the basis for the layoff and provide copies of the individual notices.

B. Employees whose positions have been eliminated due to the aforementioned reduction, shall have the right to assume a position in their classification for which they are both qualified and have the ability to do the work, which is held by the least senior employee.

C. Employees shall be laid off by inverse seniority, provided that the remaining employees are capable of performing the work available.

D. Recall shall be in the reverse order of the layoff within the classification and shall be subject to the same conditions as the layoff.

E. Notices of recall shall be sent by registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date the employee is required to report to work. It is the responsibility of the employee to keep the Board notified as to his/her current address.

1. A recalled employee shall be given five (5) calendar days,

excluding Saturday, Sunday and holidays, to report to work.

2. Employees recalled to a position involving the same or similar work for which they are qualified and have the ability to perform the work are obligated to take such work. An employee who declines recall shall forfeit his/her seniority rights and his/her employment shall be considered to be terminated.

ARTICLE XII TRANSFERS

A. Employees may be transferred on a temporary basis to cover absenteeism. In the event that management needs to transfer a unit member(s), on a temporary basis, for reasons other than absenteeism, the Union may request the basis for the transfer.

B. Employees may be reassigned (permanent transfer) based upon the needs of the District. The least senior member shall be involuntarily transferred. The needs of the District shall not be arbitrary and capricious.

ARTICLE XIII RESIGNATION

1. Any Member of the Unit desiring to resign shall file a resignation form with the Director of Human Resources at least ten (10) working days prior to the effective date.
2. Any time except the five (5) days immediately prior to the effective date of the resignation, the resignation may be reviewed with the Immediate Supervisor and the Unit Member and withdrawn, if mutually agreed.

ARTICLE XIV GRIEVANCE PROCEDURE

A. A "grievance" is a claim that there has been a violation, misinterpretation or inequitable application of the specific expressed term of the agreement. The Union and employees agree not to process a grievance

in which the same or similar issue is being processed to the Michigan Employment Relations Commission, the Equal Employment Opportunity Commission, the Fair Employment Practices Commission or any other judicial or quasi-judicial body.

B. In the event that a member believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal.

C. If, as a result of the informal discussion with the Building Principal and/or Supervisor or designee, a grievance still exists, he/she may invoke the formal Grievance Procedure through the Union on the designated form, signed by the grievant and a representative of the Union, which form shall be available from the Union Representative in each building. A copy of the grievance form shall be delivered to the Principal. If the grievance involves more than one (1) school building, it may be filed with the Superintendent, or a representative designated by him/her.

D. The grievance must be filed in writing within five (5) days of the alleged violation. The Principal shall then meet with the Union in an effort to resolve the grievance within seven (7) days. The Principal shall indicate his/her disposition of the grievance in writing within seven (7) days of such meeting, and shall furnish a copy thereof to the Union.

E. If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within seven (7) days of such meeting, the grievance may be transmitted to the Superintendent. Within seven (7) days, the Superintendent or his/her designee shall meet with the Union on the grievance and shall indicate his/her disposition of the grievance in writing within seven (7) days of such meeting, and shall furnish a copy thereof to the Union.

(When "days" are used in paragraphs D. & E. above, it shall exclude Saturdays, Sundays and holidays.)

F. If the Union is not satisfied with the disposition of the grievance by the Superintendent, or his/her designee, or if no disposition has been made within ten (10) calendar days of such meeting, the grievance may be submitted to arbitration within ten (10) calendar days of such answer or when such answer was to be given. When notice is sent to the American Arbitration Association, it must be simultaneously sent to the Superintendent.

G. The Arbitrator shall be selected by the parties from a list of fifteen (15) names furnished in accordance with the rules of the American Arbitration Association (AAA). Each party shall be permitted to strike the remaining arbitrator shall thereupon be accepted. Upon receipt of the list of fifteen (15) names, the parties will no later than ten (10) days after said receipt select an arbitrator as described above. In the event one party refuses to participate in the selection process, the other party may submit its seven deletions from the list to AAA, and AAA will select the arbitrator from the remaining names. In the event of a refusal by either party to appear at the arbitration hearing, the Arbitrator shall have jurisdiction to proceed ex parte and make an award.

1. Powers of the Arbitrator: It shall be the function of the Arbitrator and he/she shall be so empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific terms of this Agreement.

- a) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b) He/she shall have no power to establish wage rates or to change any rate.
- c) He/she shall have no power to rule on the termination of service or failure to reemploy any probationary employee.
- d) He/she shall have no power to change any policy or rule of the Board of Education, nor to substitute his/her judgment for that of the Board as to the reasonableness of any such policy, rule or any action of the Board.
- e) His/her powers shall be limited to deciding whether the Board has violated the express article or sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
- f) In rendering decisions, an Arbitrator shall give due regard to the responsibility of management and shall construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement. Decisions of the Arbitrator

will be final and binding upon all parties.

- g) In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- h) Only one (1) grievance may be submitted to an Arbitrator selected, unless by written mutual agreement of the parties. This paragraph does not prohibit the Arbitrator from ruling on the arbitrability of an issue and then the issue.
- i) If a scheduled arbitration case is postponed on less than one (1) week's notice to the other party, the party requesting the postponement will pay any and all Arbitrator charges caused by the postponement.
- j) The Union will give the Superintendent five (5) working days advance notice of employees it needs to be excused from work to attend the arbitration hearings.
- k) Neither the Union nor the Employer shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.
- l) The Arbitrator may not grant a grievance which in effect grants the Union that which it attempted to bargain into the agreement but failed to do so.
- m) The decision of the Arbitrator must be rendered in writing within thirty (30) calendar days of the closing of the hearing.
- n) Both parties will give the other five (5) working days advance notice of who they intend to have as witnesses.

2. Fees and Expenses: The fees and expenses of the Arbitrator shall be borne equally by the School Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of its attendees and/or witnesses called by the other.

H. The time limits provided in this Article shall be strictly observed, but may be extended only by written agreement of both parties.

ARTICLE XV NEGOTIATION PROCEDURES

1. The Director of Human Resources and/or other members of School District Administration, as he/she deems appropriate, and the Chief Steward and his/her assistant Steward will meet twice a school year on a mutually agreed time, place, and date for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure nor are they active negotiations. Said meeting shall occur during school hours whenever possible and Unit members attending shall receive their regular rate of pay.
2. Any member of the Unit engaged during the work day in negotiation sessions, mutually scheduled by the parties, shall be released from their regular duties without loss of pay.
3. Neither party in any negotiation shall have control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, understanding that each side must take proposals to the appropriate parties for ratification.
4. There shall be two (2) signed copies of any final Agreement. One (1) copy of the agreement shall be retained by the Administration and one (1) shall be retained by the Union.

ARTICLE XVI DISCIPLINE

The Board agrees that no employee shall be discharged, suspended, reprimanded or otherwise disciplined without just cause. The Board agrees that any adverse employment action asserted for reasons of discipline, for either misconduct or performance deficiencies, shall apply corrective discipline that shall be subject to the grievance procedure set forth in this Agreement.

ARTICLE XVII SCHOOL CLOSING

In the event the Superintendent declares a safety threat, all employees will follow the directives of the Superintendent or his/her designee or other lawful authority. Any challenges or complaints concerning the directives may be taken up later as a grievance. Should the instructional school calendar be extended due to closing of school during the school year, members will work on the rescheduled day(s) and be paid their regular rate of pay.

ARTICLE XVIII STRIKES AND RESPONSE

A. The Union and the Board recognize that strikes and other forms of work stoppage are contrary to law and public policy. The union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the School System. The Union, therefore, agrees that its officers and representatives shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or any other interruptions of activities in the School System. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

B. The Board agrees not to engage in any form of lockout during the life of the Agreement.

ARTICLE XIX PRINTING OF THE AGREEMENT

The Board of Education shall print copies of the contract and provide same to employees.

ARTICLE XX DURATION OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement, and shall become effective as of July 1, 2006, and shall continue in full force and effect and be legally binding by the parties hereto, until June

30, 2008, and from year to year thereafter unless either party serves notice, in writing, upon the other party by March 1st prior to the expiration date of this Agreement, or any following June 30th thereafter.

Furthermore, the District has agreed not to outsource any work presently being done by the unit for the term of this agreement. This does not guarantee levels of staffing as determined by the District.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 13th date of November, 2006.

Service Employees International
Union AFL-CIO, CLC (SEIU)
Local 517M

Theresa A. Polyzak
Unit Representative
SEIU Local 517M

Kimberly Dukauski
Unit Representative
SEIU Local 517M

Bay City Board of Education

Mark McDaniel
President

Carolyn Wierda
Superintendent

Paul Kent
Director of Human
Resources/Labor Relations