

Labor Agreement

Between



Service Employees International Union,
Local 517M

AND

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Labor Agreement

Between



Service Employees International Union,
Local 517M

EDWARDSBURG PUBLIC SCHOOL
BOARD OF EDUCATION

Effective
JULY 1, 2007
through
JUNE 30, 2009

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This Agreement entered into this first day of July 2007 by and between the Board of Education of the Edwardsburg Public Schools, hereinafter referred to as the "Board" and Local 517M of Service Employees International Union (SEIU), hereinafter referred to as the "Union".

ARTICLE I – PURPOSE AND INTENT

The general purpose of this Agreement is to set forth wages, hours and working conditions which shall prevail throughout the term of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of employees, the employer and the Union.

ARTICLE II – RECOGNITION

Section 1: The Board of Education of the Edwardsburg Public Schools recognizes the Service Employees International Union, Local 517M, as the Exclusive Representative of the employees listed under the classifications identified in Appendix A, Wage Provision, for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment during the life of this Agreement. Specifically excluded from the bargaining unit are seasonal employees, supervisory personnel, part-time substitute employees and all other employees. Seasonal employees shall be defined as employees hired on a temporary basis for a period of less than 91 consecutive work days of the calendar year. It is further understood and agreed that any seasonal or other non-bargaining unit employees hired by the Board shall be in addition to the full-time positions authorized by the Board.

Section 2: The Board and the Union agree that for the duration of this Agreement, neither shall, in violation of state or federal laws, discriminate against an employee in the application of the provisions of this Agreement because of race, color, creed, sex, nationality or political beliefs. If sex is a bona fide occupational qualification (BFOQ) considering an employee's sex shall not constitute discrimination on the basis of sex in violation of this section.

ARTICLE III – UNION SECURITY

Section 1: All employees working for the Board and within the bargaining unit as defined in Article II shall: (1) become Union members after ten (10) weeks after the date of hire or ten (10) weeks after the date of execution of this Agreement, whichever date is later; or (2) pay to said Union a service fee which is a legally permissible amount not to exceed monthly dues and which is determined in a legally permissible manner as provided in Sections 3 and 4 of this Article. In the event an employee shall refuse and fail to do so, the Board shall, at the request of the Union, deduct the service fee including delinquent amounts, if any, from the employee's salary and remit it to the Union as provided below:

ARTICLE III – UNION SECURITY CONT.

After a service fee payer has utilized the Union's Administrative Procedures, the procedure in all cases of non-payment of the appropriate service fee shall be as follows:

- a. The Union shall notify the employee of non-compliance by certified mail, return receipt requested, explaining that he/she is delinquent in not tendering the service fee, specifying the current amount of the delinquency and warning him/her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days of the Union's notification to the employee, he/she shall be reported to the Board, and a deduction of the service fee shall be made from his/her salary, after an opportunity to appear before the Board with respect to whether or not the service fees have been paid to the Union as required by this Agreement.**

- b. If the employee fails to comply, the Union shall give a copy of the letter sent to the delinquent employee and the following written notice to the Board at the end of the fourteen (14) day period.**

The Union certifies that _____ (name) _____ has failed to tender the periodic service fee required as a condition of employment under this Agreement and demands that under the terms of this Agreement, the Board deduct the delinquent service fees from the employee's salary. The Union certifies that the amount of the service fee includes only those items authorized by law.

- c. The Board, upon receipt of said notice and request for deduction, shall act pursuant to Section 1a above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Union, in enforcing this provision, agrees not to discriminate between employees.**

Section 2: The Union agrees to indemnify and save harmless the Edwardsburg Public Schools, Board, past and present members of the Board, and past and present administrative agents and employees of the Board, against any suit or action brought against any of them regarding this Article. Any claims, demands, costs, suits or other forms of liability including back pay and all court or administrative costs that may arise out of or by reason of the action of the Board in complying with this provision shall be the obligation of the Union. In addition, the Union agrees to reimburse individual Board members for traveling, meal or lodging expenses incurred as a result of their required presence in the processing of any action initiated by the Union under this article.

ARTICLE III – UNION SECURITY CONT.

Section 3: For the purpose of this Agreement, the term dues shall mean all regular monthly dues, assessments and fines as certified by Local 517M, SEIU AFL-CIO-CLC.

Section 4: For those maintenance custodial employees who voluntarily execute payroll deduction authorization, the Board agrees to deduct from their first pay of each month and for the food service and aides who voluntarily execute payroll deduction authorization, the Board agrees to deduct from each of 20 pays, the regular monthly dues, in the amount certified to the Board by the Secretary-Treasurer of the Local Union, along with a dues check-off list, fifteen (15) days following such deduction.

Section 5: The district agrees to deduct and transmit contributions to SEIU COPE once monthly from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by SEIU Local 517M. Those transmittals shall occur and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted from each such employee.

ARTICLE IV – MANAGEMENT RIGHTS

Section 1: The Board retains the exclusive right, not subject to the grievance procedure, to operate and manage its affairs in all respects except where specifically abridged, delegated or modified by this Agreement – including the right:

- a) To the executive management and administrative control of the school system, its properties and facilities and the professional activities of its employees.
- b) To hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to promote, transfer or assign all such employees and to determine the size of the work force.
- c) To establish reasonable rules and regulations.

Section 2: The Board shall have full and complete supervision and direction of any and all work performed by its employees and nothing herein contained shall be a limitation upon the powers, rights, authority, duties and responsibilities of the Board as conferred by the laws and Constitution of the State of Michigan and the United States of America.

ARTICLE V - WORK HOURS AND SCHEDULES

Section 1: The work day for all full-time employees shall consist of eight (8) consecutive hours (exclusive of lunch) and the work week shall consist of forty (40) hours, five (5) consecutive days, Monday through Friday, both days inclusive, except there shall be one (1) specified position which may be scheduled Tuesday through Saturday, inclusive, and one (1) position Sunday through Thursday, inclusive. Such positions are to be filled by a qualified employee volunteer. If no employee volunteers, management will assign the least senior qualified employee.

- a) All hours worked on the sixth and seventh consecutive days shall be paid according to Section 2 of this article. Hours paid for approved leaves of absence, holidays or vacations shall count as hours worked for purpose of this Article.
- b) Full time employees shall be assigned two paid fifteen (15) minute breaks during their shift and one thirty (30) minute lunch period. The lunch period shall be unpaid and exclusive of normal work hours.
- c) The normal hours of work for food service employees and aides will vary as to need and/or funding, as determined by the employer. The employer shall have the right to alter the number of employees and hours worked in any food service department position or aide department position when the need for such alteration requires doing so. If hours are to be decreased, the administration shall meet with the affected individuals and union representative to discuss the changes. Also, when an occasion arises for additional work hours beyond the normal schedule of work hours and work days established for food service employees and aides, the additional hours shall be offered to employees in order of classification seniority in the classification and building in which the additional hours arise. Should no employee in the classification in which the additional hours arise accept the offer, the employer may assign the additional hours in reverse order of seniority within the classification and building in which the additional hours arise. Any mistake or error with respect to the rotation and offers of additional hours shall be corrected by an offer of the next available additional hours.
- d) Kitchen employees will be permitted to work on two (2) days when lunches will not be served, on general kitchen cleanup. These days will be determined by the Food Service Supervisor but will not include adverse weather days when other non-essential employees are not required to work. Employees will be limited to three (3) employees at the major kitchens and two (2) employees at the satellite kitchens.

ARTICLE V – WORK HOURS AND SCHEDULES CONT.

- e) **Employees working more than seven (7) hours per day shall be assigned one (1) thirty (30) minute lunch period which shall be unpaid and exclusive of normal work hours.**
- f) **Employees working more than three (3) hours shall be assigned one (1) paid fifteen (15) minute break.**
- g) **Employees working more than five (5) hours shall be assigned two (2) paid fifteen (15) minute breaks. There will be no change in procedure for eating for the Food Service personnel.**
- h) **Work hours for maintenance employees may vary as to the needs of the district. During school breaks in excess of five (5) days, employees assigned to any particular building may provide input as to their preference of particular work hours. An employee representing a consensus of the employees in a building shall notify the supervisor prior to the break of the desired hours. The Employer determination as to the acceptability of work hours shall be final. The Employer shall provide seven (7) calendar days notice of a change in schedule. However, employee work hours may be varied to perform special projects or outdoor activities.**

Attendance days for all Aides will be student attendance days. Instructional Aides may be expected to attend professional development days depending on their work assignment. This requirement may be building specific. Health Aides may be expected to work on the teacher work day before students begin. This requirement may be building specific and will be determined by the School Nurse.

Section 2: Time and one-half shall be paid for all hours worked in excess of eight (8) hours on any one day and forty (40) hours in any one week. All excess hours must have prior approval of the employee's immediate supervisor.

Overtime shall be offered in order of classification seniority to employees assigned at the building and in the classification in which the overtime arises, provided the employee is qualified to do the work. Should no employee in the classification at the building where the overtime arises accept assignment of the overtime, it will be assigned by the Employer. Overtime shall be offered on a rotation basis within the classification of the building where it arises to assure equalization of the opportunity to work overtime hours, provided the employee is qualified to do the work. Any mistake or error with respect to the rotation and offers of overtime hours shall be corrected by an offer of the next available overtime hours. However, in cases of emergencies, a sufficient number of qualified personnel from the department may be used interchangeable between buildings for the duration of the emergency without invoking the overtime assignment procedure of this provision.

ARTICLE V – WORK HOURS AND SCHEDULES CONT.

Section 3: Full year maintenance-custodians shall be paid at their regular hourly rate for the number of hours in their regularly scheduled work day for each of the following paid holidays: July 4th, Labor Day, Thanksgiving and the day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Memorial Day and one floating holiday to be taken when teachers and/or students are not in session and within the respective school year (July 1 – June 30) in which it is credited.

School year employees and aides shall be paid at their regular hourly rate for the number of hours in their regular work day for each of the following paid holidays: Labor Day, Thanksgiving and the day following Thanksgiving, Christmas, New Year's Day and Memorial Day. Aides shall have a one-half day paid holiday the day before Thanksgiving and one-half day paid holiday on Good Friday, provided teachers and students are not in session, in which case one-half day floating holiday to be scheduled by the Employer on a day when teachers and/or students are not in session instead. Food service employees shall have one full day paid holiday on Good Friday, provided teachers and/or students are not in session, in which case one full day floating holiday to be scheduled by the Employer on a day when teachers and/or students are not in session instead.

Section 4: If an employee is on vacation on any of the above named holidays, he shall be entitled to an additional day off with pay for the holiday.

Section 5: To be eligible for holiday pay, an employee must have worked his/her last scheduled day prior to the holiday and his/her first scheduled day following the holiday, unless the employee is absent due to his/her illness. Employees off sick on the holiday, the day before or after may be required by the Board to submit medical proof at the expense of the employee of illness to receive holiday pay.

Section 6: If a holiday should fall on a Saturday, the Friday before or the last day of the work week may be celebrated in lieu of such holiday. If a holiday should fall on a Sunday, the Monday after or the first day of the work week may be celebrated in lieu of such holiday.

Section 7: An employee who is called to come in to work during non-working hours after leaving the premises of his/her assigned work location(s) after completing their regular scheduled shift shall be guaranteed a minimum of two (2) hours pay for which two (2) hours of work may be required by the Employer.

ARTICLE VI - LEAVE OF ABSENCE

ATTENDANCE INCENTIVE

The District and Union agree that good attendance by employees is important and an essential function of each employee's assignment. District and Union also agree that abuse of sick leave constitutes misconduct and grounds for discipline. The following economic incentive shall be provided to employees annually in order to reward good attendance:

<u>Absences Per School Year</u>	<u>Economic Incentive</u>
0	3 days pay
1 day or ½ day	2 days pay
1 ½ to 2 days	1 day pay

The above economic incentive shall be based upon the per diem pay of the employee who earns the economic incentive. Absences for the following reasons shall not be counted as absences for purposes of this section: bereavement, vacation and jury duty.

VACATIONS

Section 1: Employees who are employed on a twelve (12) month basis are to be granted vacation time with credit given for each year of completed employment in the school system. A full year shall be considered twelve consecutive months. Personnel shall be paid according to the rate of pay and number of hours per day in effect at the time of the vacation. Vacations shall be granted according to the following schedule:

<u>First Year of Employment</u>	<u>1 Week (5 Days)</u>
0-4 months	1 day
5-12 months	½ day per month
<u>Second through Sixth Year of Employment</u>	<u>2 Weeks (10 Days)</u>
One day per month to a maximum of 10	
<u>Seventh Through Fourteenth Year of Employment</u>	<u>3 Weeks (15 Days)</u>
One and one-half days per month to a maximum of 15	
<u>Fifteenth Year of Employment</u>	<u>4 Weeks (20 Days)</u>
Two days per month to a maximum of 20	

ARTICLE VI – LEAVE OF ABSENCE CONT.

Section 2: Vacation days shall be requested within the same school year earned and shall not accrue from one year to the next. Vacation requests submitted at least 100 calendar days prior to the proposed vacation shall be granted based upon seniority. Employees shall be notified of approval 95 days before the intended vacation. If there are fewer than 100 calendar days before the requested vacation, vacations shall be approved or denied by the supervisor within five (5) days from the date received. Such requests shall be granted on a first-come, first serve basis.

Section 3: Employees shall be required to submit to the supervisor a Vacation Request Form at least two (2) weeks prior to the requested vacation. The work requirements of various positions may restrict the times when vacations may be taken. The Board's decision is final in all cases and not subject to the grievance procedure.

Section 4: Unused vacation will be granted to employees leaving the employ of the school system only if the employee submits his/her resignation at least two (2) weeks prior to its effective date and the employee has not engaged in any misconduct prompting his/her resignation.

Section 5: In the event an employee is on sick leave for at least five (5) consecutive days, and has exhausted his/her sick leave credit, he/she may utilize any accumulated vacation time during the period he/she is unable to work due to illness.

C. SICK LEAVE

Section 1:a.: All sick leave for twelve-month (12) employees shall accumulate from the date of hire at the rate of one (1) day per month of active employment. Twelve-month (12) employees may accumulate sick leave from year to year to a maximum of 105 days. An employee may use a maximum of four (4) of their yearly accumulated sick days provided by Section 1 (a & b) of this Article for serious illness, injury or hospitalization of a member of the employee's immediate family which necessitates the employee's presence to care for the family. Immediate family includes spouse, parent, child or family member living in the same household.

Section 1:b.: School year employees who work twenty (20) hours or more per week, shall be granted sick leave credit at the rate of one (1) day per month, cumulative to one hundred five (105) days. Aides and Food Service employees who work less than twenty (20) hours per week shall receive one-half (1/2) day per month, cumulative to forty-five (45) days.

ARTICLE VI – LEAVE OF ABSENCE CONT.

Section 2: Upon written request, any employee whose personal illness extends beyond the accumulated sick leave days may be granted a leave of absence without pay not to exceed six (6) months. An additional six (6) months may be allowed at the discretion of the Superintendent. During this unpaid sick leave period, fringe benefits will not be paid and sick leave and vacation time shall not accumulate during such leave. Seniority shall accumulate only during the first six (6) months.

Section 3: Employees must enter any absence into the automated AESOP system on or before the day the absence occurs. Failure to do so may result in disciplinary action. The Board may require medical certification of any reported employee illness before or after a holiday or vacation period or in cases of suspected abuse before sick leave credit and compensation is granted.

Section 4: In the event an employee has been under a physician's care for an illness or physical disability, the Board may require doctor certification of his/her fitness to return to work.

Section 5: Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action or discharge depending upon the circumstances involved.

Section 6: If an employee who works less than forty (40) hours per week obtains a forty (40) hour per week position, his/her accumulated sick leave while in the less than forty (40) hour position will be pro-rated when calculating cumulative sick leave in the forty (40) hour position.

BEREAVEMENT LEAVE

Section 1: In the event there is a death of a member of an employee's immediate family, (spouse, child, parent, sibling, grandparents and grandchildren of the employee or the employee's present spouse) the employee will be allowed upon request up to three (3) days off with pay for the purpose of attending the funeral. Such leave if requested shall be taken immediately and shall not accrue or accumulate. Additional days may be allowed at the discretion of the Superintendent. Such additional days shall be deducted from sick leave.

Section 2: One (1) day will be allowed when requested for each death of relatives outside the immediate family for purpose of attending the service. Additional days may be allowed upon request to the Superintendent of Schools and with his approval these additional days will be deducted from sick leave.

MILITARY LEAVE

Section 1: The right to re-employment and the continuous seniority rights for any employee now or hereinafter upon the seniority list, and who are now or hereinafter required to serve in the Armed Forces of the United States or State of Michigan shall be as provided by law.

ARTICLE VI CONT.

Section 2: Whenever employees who are members of the National Guard, Naval Reserve are called to active duty, they shall be entitled to an unpaid leave of absence for such time as they are engaged in active defense training.

Section 3: Employees who have been required to serve in the Armed Services of the United States, under military leave from the Employer shall upon reinstatement to re-employment be given credit for time spent in the Armed Services the same as though the time spent in the Military Service has been spent in the employment of the Employer, providing that such employee has received an honorable separation from the Armed Services.

F. CHILD CARE LEAVE

Section 1: An unpaid child care leave shall be granted to an employee upon request for the purpose of the care of the employee's newborn or newly adopted child, for a period not to exceed one(1) year from the date of birth or adoption.

Section 2: The employee requesting leave shall notify the Superintendent's Office, in writing, at least thirty (30) days prior to the expected date the leave is to commence.

G. PERSONAL BUSINESS LEAVE

It is understood that there may be personal conditions and circumstances that may require absenteeism for other reasons than heretofore mentioned. The Board and Union agree that such leave shall not exceed two (2) days per school year, shall not be accumulated. These days shall not be deducted from sick leave and both may be used under the following conditions:

- a) This leave shall be used only in situations of urgency for the purpose of conducting personal business that is impossible to transact on the weekends, outside of work hours or during vacation periods. The specific reason for use of the personal leave need not be disclosed with the request, but use of personal leave must comply with the requirements of the contract for personal leave usage.
- b) Employees shall submit their request on the application form provided by the Board at least five (5) days in advance of the anticipated absence, except in case of emergency, with general reasons stated for the leave, for approval by the Superintendent or his designated representative. The employer will notify the employee in writing within seventy-two (72) hours of the approval or non-approval of the request.

ARTICLE VI CONT.

- c) **Such leave shall not be used for seeking other employment, rendering services, or working either with or without remuneration for themselves or for anyone else, for hunting, fishing or other recreational activities. It is further understood that such leave shall not be granted for the first working days before or after a vacation day, holiday or break period during which the employee is not scheduled to work.**

- d) **Employees using personal days for other than intended purpose are subject to discharge.**

JURY DUTY

Section 1: An employee who is called for jury duty or who is subpoenaed to give testimony before any legal, judicial or administrative tribunal as a witness in a matter in which neither the Union, an employee or the Employer is a party shall be compensated for the difference between their normal salary and that which they receive for performance of such duty, less reimbursed expenses and travel allowance. However, an employee subpoenaed by the Employer to give testimony before any legal, judicial or administrative tribunal as a witness shall be compensated likewise.

UNION LEAVE

An employee or employees designated by the Union shall be allowed paid leave of absence for the purpose of Union business. A total of two (2) days per year shall be provided for this purpose. The Union shall reimburse the Employer for the wages paid to the employee or employees. Except for good cause, the Union shall access this time by written notice to the District by the Union president at least five (5) work days prior to the date the leave will be taken. No more than one (1) employee will be approved to be absent on a given date for Union leave unless the District agrees otherwise.

FMLA LEAVE

Unpaid leave of absence of up to twelve (12) weeks in a twelve (12) month period shall be provided to eligible employees according to and in compliance with the Family Medical Leave Act and its implementing regulations. To be eligible for this unpaid leave the employee must have been employed for at least twelve (12) months and for at least twelve hundred fifty (1250) hours during the applicable twelve (12) month period and must meet any other eligibility criteria of the Family Medical Leave Act and its implementing regulations for the purpose of the unpaid leave provided. Paid leave available to the employee under the terms of this Agreement and used by the employee for the same purposes as the FMLA leave available, will be counted as part of the leave time available and used under the FMLA leave.

ARTICLE VI CONT.

If the employee fails to return from unpaid leave during which the employee received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the Employer unless the employee was otherwise entitled to the continuation of the benefits under other sections of this Agreement. Repayment shall be made within fifteen (15) days after a demand for payment or according to a repayment plan agreed upon between the employee and the Employer. The repayment amount, or any portion thereof, will be deducted from any wage or other payments owing to the employee. Any deficiency shall be collected by initiating legal action against the employee if it is not remitted within fifteen (15) days after demand for payment is made.

K. OTHER UNPAID LEAVES OF ABSENCE

Section 1: Employees appointed or elected to a Local 517M Union Office shall be eligible for ~~unpaid leaves of absence during tenure in office.~~ Seniority of the employees shall not accumulate during leaves of absence under the above conditions.

Section 2: Upon written request to his/her supervisor, an unpaid leave of absence not to exceed thirty, (30) work days may be granted for personal reasons. Such leaves of absence shall not be extended; sick leave and vacation time shall not accumulate during such leave. Seniority and fringe benefits will continue. The Board's decision on such requests for leave shall be final and not subject to the grievance procedure.

ARTICLE VII - WAGE PROVISIONS

Section 1: Employees shall be paid every two weeks for approved hours worked within a designated pay period. All time cards certifying time worked shall be signed by the employee and approved by the employee's immediate supervisor. Employees in the classifications listed shall be paid according to Appendices A & B.

ARTICLE VIII – SENIORITY

Section 1: An employee shall accumulate seniority in the bargaining unit, in the department and in the job classification in which the employee works in accordance with the time worked in the bargaining unit, department and job classification from the employee's date of hire. Department and job classification seniority is not cumulative and may be exercised only within the respective department or job classification in which it is accumulated. Movement from one department or job classification to another shall not terminate seniority the employee has accumulated in any other departments or job classifications, provided there has been no break in continuous employment of the employee in the bargaining unit.

Seniority departments and job classifications in rank order within each department shall be as follows:

CUSTODIAL/MAINTENANCE DEPARTMENT

1. Maintenance/Custodian I
2. Maintenance/Custodian II
3. Maintenance/Custodian III

FOOD SERVICE DEPARTMENT

1. Head Cooks
2. Cooks
3. Cashiers
4. Servers

AIDE DEPARTMENT

1. Instructional Aides
2. Playground/Lunchroom Aides
3. Health Aides

Section 2: New employees shall be probationary employees until they have worked one hundred twenty (120) work days for the Board. Probationary employees shall have no seniority status and may be laid off or terminated at the sole discretion of the Board without regard to length of service. Upon satisfactory completion of the probationary period, the employee's name shall appear on the seniority list as of his/her most recent date of hire.

ARTICLE VIII CONTINUED

Section 3: A part time custodial or maintenance employee shall accumulate seniority on a pro rated basis. Such personnel shall not displace full-time employees.

Section 4: Upon execution of this contract, up-to-date seniority lists shall be presented to the Unit President, along with a copy to the Union, or in the alternative, the Board shall give the Unit President three (3) copies of the seniority lists every three (3) months. The employer shall provide separate lists for the following:

- a. Custodial/Maintenance
- b. Food Service
- c. Aides

Employee shall have ten (10) days to object to the list. Thereafter, the list shall be final and conclusive. The seniority list shall be posted by October 30th each year.

When a seniority list is initially prepared or thereafter revised, if two (2) or more employees have the same hiring date, their names shall appear on the seniority list in alphabetical order by last name.

ARTICLE IX - VACANCIES, LAYOFFS AND RECALLS

Section 1: When the need arises to fill a vacancy, the Board shall notify the Union of such vacancy in writing and shall post notices of such vacancy on work station bulletin boards for a period of five (5) working days. Vacancies which occur during the summer in school year positions shall be posted for ten (10) working days. For purposes of this section, the term "work days" shall be defined as days the Board's central office is open for business. The posting shall include hours of work, rate of pay, starting date, location of work, if tests are to be administered and the deadline for applying for the position. Tests required shall be determined by the employer. Employees desiring to be considered for such vacancy shall notify their supervisor in writing during the five (5) working day period. During the summer, the Employer shall forward notice of vacancies to the union president and any employees who provide self-addressed envelopes.

Vacancies will be awarded on the basis of qualifications and seniority. A vacancy shall be awarded first to an employee applicant from the classification of the vacancy with the most seniority in that classification, who meets the qualifications for the position. If there is no qualified employee applicant from the classification in which the vacancy arises, the vacancy shall be awarded to the employee applicant with the most seniority in the department in which the vacancy arises, who meets the qualifications for the position. If there is no qualified employee from the department for the position, the vacancy will be filled by the employer with the applicant the employer decides to hire.

ARTICLE IX – VACANCIES, LAYOFFS AND RECALLS CONT.

Section 2: Once an employee's request for transfer or promotion is approved, the employee shall perform in the new position for a minimum of thirty (30) calendar days at the rate of pay in effect prior to transfer or promotion. If the employee is absent during this thirty (30) calendar day period, it shall be extended by number of days the employee is absent. If the employee's performance during the aforementioned period is satisfactory, he/she shall be permanently assigned to the position and be placed on the salary schedule of the classification according to his/her department seniority.

- a. In the event the employee's service is not satisfactory, he/she shall be placed in the position held prior to the transfer or promotion.
- b. In the event the employee does not wish to accept permanent transfer or promotion, he/she shall be assigned the position occupied by the most recently hired employee resulting from the original transfer or promotion at the rate of pay in effect for that classification according to his/her department seniority.

Section 3: Three (3) successive vacancies resulting from the transfer or promotion of employees shall be posted and filled in accordance with Section 1 of this Article. The fourth resulting vacancy shall be filled at the discretion of the Board.

Section 4: When the Board determines it is necessary to reduce the size of the work force, employees shall be reduced in order of the least seniority within the classification being reduced, provided there are more senior employees within the classification remaining who possess the qualifications to perform the position(s) available. An employee who is laid off from classification being reduced, will be retained in an available position in a lower ranked classification within the department for which he/she is qualified, on the basis of the employee's accumulated seniority in the department. If there is no available position in a lower ranked classification within the department for which the employee is qualified and eligible by department seniority, the employee will be retained in an available position in a classification in another department in which the employee has accumulated department and classification seniority, if he/she is qualified for the position and more senior than those employees assigned, on the basis of his/her previously accumulated department and classification seniority. Employees who are displaced from a classification because of a reduction of another classification shall be retained in available position according to the same procedure.

ARTICLE IX – VACANCIES, LAYOFFS AND RECALLS CONT.

Section 4: Employees who have satisfactorily completed the probationary period and who are laid off shall be recalled to the next available vacancy in the classification from which they were laid off or in which they may exercise their accumulated seniority, which may arise within a period equal to the length of his or her seniority from the effective date of their layoff not to exceed three (3) years. An employee who is recalled must communicate acceptance in writing within fifteen (15) days from the date notice of recall is sent and begin work on the designated date to return. Failure to do so will result in loss of seniority and any right to recall. Notice shall be sent to the last address on file with the Employer. It is the responsibility of the employee to provide the Employer with notification of any change in address.

Section 5:a. In the event a Maintenance/Custodian is assigned to work in a position temporarily vacated by another Maintenance/Custodian for a period of five (5) or more consecutive work days, he/she shall be placed on the salary schedule of the new classification according to his/her unit-wide seniority. It is understood that the promotion is temporary pending:

- 1) The return of the absent Maintenance/Custodian or
- 2) The position is declared permanently vacant and subsequently posted according to Article IX, Section 1.

Section 5:b. In the event a Food Service employee is assigned to work in a position temporarily vacated by another Food Service employee for a period of two (2) or more consecutive work days, he/she shall be placed on the salary schedule of the new classification according to his/her classification seniority. It is understood that the promotion is temporary pending:

- 1) The return of the absent employee, or
- 2) The position is declared permanently vacant and subsequently posted according to Article IX, Section 1.

Section 5:c. As maintenance needs vary, the Employer has the discretion to adjust affected employees accordingly, within the department, as needed and not involving reductions in hours worked.

Section 6: When a Food Service I or II employee is absent, a Food Service III or IV employee shall fill the position as a temporary transfer.

ARTICLE IX – VACANCIES, LAYOFFS AND RECALLS CONT.

Section 7: The employer shall provide notice of reasonable assurance of employment prior to summer breaks if the employee is not slated for layoff. If an employee receives employment compensation during a regular school break, but is returned at the conclusion of that break to his/her former position or another position involving the same number of hours per week, the employee shall reimburse the district an amount equal to the unemployment compensation received. If the employee refuses to make reimbursement on a payment schedule satisfactory to the district, the district shall have the right to recoup the unemployment compensation received by the employee by making deductions from future compensation.

ARTICLE X – GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

Section 2: If any grievance arises, there shall be no stoppage or suspension of work because of such grievance.

Section 3: **Step 1.** Any grievance or complaint shall be discussed with the immediate supervisor for settlement. Within five (5) days of occurrence or gaining knowledge of the facts giving rise to the grievance, any employee who has a grievance may be accompanied by their steward if so desired. The supervisor shall investigate and advise the grievant and/or steward of the disposition of the complaint within five (5) working days after it has been made to him. In the event the complaint is not satisfactorily settled in this matter, the following procedure shall apply.

Section 4: **Step 2.** To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, must be signed by the employee filing the grievance, state the relief requested and must be presented to his supervisor within five (5) working days after receipt of the oral answer from the supervisor. The supervisor shall give a written answer to the aggrieved employee and/or steward within five (5) working days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant and the Union shall so indicate in writing giving one (1) copy of the settled grievance to the supervisor.

Section 5: **Step 3.** If the grievance has not been settled at Step 2 and if it is to be appealed to Step 3, a written notice of such appeal must be served upon the Superintendent within five (5) working days after receipt by the steward and/or the employee of the supervisor's Step 2 answer. The Union representative and the Superintendent of Schools shall meet to consider the grievance within five (5) working days after the Superintendent of Schools received notices of appeal to this step. The Superintendent of Schools shall give the Union representative a written answer to the grievance in triplicate within ten (10) working days after the date of such meeting.

ARTICLE X – GRIEVANCE PROCEDURE CONT.

Section 6: Step 4. The Union, if not satisfied with the Superintendent's disposition of the grievance, may within five (5) working days after written receipt of the answer from the Superintendent submit the grievance in writing to a committee of the Board of Education through notification of the Superintendent. All grievances as submitted shall be discussed by the committee of the Board and the Union prior to the next regularly scheduled meeting provided that there are seven (7) days available in which to call together the committee. At the end of such meeting or prior to the next Board meeting, the grievant and the Union shall be advised of the recommendation to be made to the full Board. The Board of Education will submit the written answer within five (5) days of the Board meeting.

Section 7: Step 5. Individual employees shall not have the right to process a grievance at Step 5 without the endorsement and approval of the Union.

- a. If the Union is not satisfied with the disposition of the grievance at Step 4, it may appeal to the arbitration step of the grievance procedure by filing a written appeal with the Superintendent of Schools within ten (10) days after the decision of the Board. The Union and Board shall then have ten (10) days to attempt to mutually agree upon an arbitrator. If the parties cannot agree upon an arbitrator, the Union shall refer the matter for arbitration to the American Arbitration Association by filing a written demand for arbitration no later than thirty (30) days after the decision of the Board. The arbitrator shall then be selected in accordance with the rules of the American Arbitration Association that shall also govern the arbitration proceedings.
- b. Neither party may raise a new defense or ground at Step 5 not previously raised or disclosed at other written steps. At a time no later than three (3) days prior to the hearing or pre-hearing the parties may, by mutual consent, agree to hold a conference in an attempt to settle the grievance.
- c. The decision of the arbitrator shall be final, conclusive and binding upon the employees, the Board and the Union, subject to the right of the Board, or the Union to judicial review. Otherwise, any lawful decision of the arbitrator shall be forthwith placed into effect.
- d. Powers of the arbitrator are subject to the following limitations:
 - 1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of the Agreement.
 - 2. He shall not hear any grievance previously barred from the grievance procedure.

ARTICLE X – GRIEVANCE PROCEDURE CONT.

Section 7: Step 5.

3. He shall have no power to interpret state or federal law.
 4. He shall have no power to consider the termination of probationary employees.
- e. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- f. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witness.
1. If a grievance is not filed or appealed within the agreed time limits, the grievance will be considered as waived. In the event the Board of Education or its representatives fail to give any answer to any grievance as required, it shall automatically proceed to the next higher step provided that nothing contained herein shall be construed to automatically advance a grievance to arbitration. Time limits for grievances may be extended by written agreement of the parties.
 2. Except at the arbitration level, all preparation, filing, presentation or consideration of grievance shall, unless by mutual consent, be held at times other than when an employee or participating Union representative are to be at their assigned duty stations.

Section 8:

All attempts shall be made to schedule grievance meetings after the normally scheduled work hours of employees and Union Officers involved; however, by mutual agreement, such meetings may be held during working hours. No employee shall suffer loss of pay due to his/her required attendance at the meeting.

Section 9:

For purposes of this grievance procedure, the term "working days" shall be defined to mean days when the district's central office is open for business.

ARTICLE XI – REPRESENTATION

Section 1: All employees who are covered by this Agreement shall be represented for the purpose of grievance procedure and negotiations by a maximum of four (4) stewards and a bargaining committee to be chosen by the Union.

Section 2: Nothing herein contained shall abridge the right of an individual to process his own grievance upon notification to the Employer and the Union of his intent. The Union may have a representative at all discussions of any written grievance and any adjustments that may result there from shall not be inconsistent with the terms of this Agreement. Unless agreed otherwise by mutual consent, the Union must be notified two (2) days in advance of any such meeting so that it may be present if it so desires.

Section 3: The names of the committeemen, stewards and alternates shall be given in writing to the Board. No committeemen, stewards or alternates shall function as such until the Board has been notified of this selection in writing by any International Union or local official. Any changes in committeemen, stewards or alternates shall be reported to the Board as far in advance as possible.

Section 4: Any committeemen, steward or alternate or any other officer of the Local Unit employed by the Board having an individual grievance in connection with his own work may ask for a member of the bargaining committee to assist him in a manner provided for in this grievance procedure.

Section 5: The Board agrees to provide sufficient bulletin board space in the buildings as are needed to carry Union announcements, notice of meetings, results of Union elections and notices pertaining to nominations and elections.

ARTICLE XII – DISCIPLINARY ACTION AND DISCHARGE

Section 1: Probationary employees may be dismissed with or without just cause. Employees who have completed their probationary period shall be disciplined or discharged for just cause only.

Section 2: The Employer acknowledges the concept of progressive discipline. The Union acknowledges that discipline need not be progressive in nature so long as the punishment is appropriate for the offense. Disciplinary action shall include the following:

- a. Verbal warning
- b. Written warning
- c. Suspension without pay
- d. Discharge

ARTICLE XII – DISCIPLINARY ACTION AND DISCHARGE CONT.

Section 3: Reprimands, oral or written, shall not be considered in the assessment of discipline if issued more than two (2) years previous and the misconduct has not reoccurred since.

ARTICLE XIII – OTHER CONDITIONS OF EMPLOYMENT

Section 1: For the purpose of this Agreement, “full time” shall be defined as those personnel assigned to work forty (40) hours per week as outlined in Article V, Section 1. “Part-time” shall be defined as those employees assigned to less than eight (8) hours per day and forty (40) hours per week. “School Year” shall be defined as those employees who work less than fifty-two (52) weeks per year and whose work year is the same or approximately the same as the regular academic year for students.

Section 2: The Board will cooperate with the Union in investigating health and safety conditions and will carefully consider any recommendations made by the Union thereto. The Union will cooperate in assisting and maintaining the Board’s rules regarding health and safety.

Section 3: For the protection of the students, the employee and the Board, a physical examination may be required for employment. Cost of the examination will be paid by the Board. The examining physician will be selected or designated by the Board.

Section 4: In the event that school is closed due to inclement weather or other acts of God, food service employees and aides are not to report to work, unless notified otherwise by their supervisor, and they shall be paid for the hours normally worked for days that can be counted as days of instruction for purpose of receiving state aid, up to a maximum of two (2) days. If the day is one to be rescheduled for make-up, the employees will not be paid for the canceled day but will work and be compensated only for working the make-up day.

Maintenance/Custodians who work 2nd shift may work from Noon to 8:30 p.m. on days of instruction that are cancelled due to inclement weather days or other acts of God days unless otherwise notified by the Maintenance Director. Work requirements may require alternative work hours and requirements may be building specific.

It is understood that essential employees, defined as Custodial/Maintenance personnel, shall be expected to work in order to be paid, unless notified by their supervisor not to report to work, in which case they shall then be paid for the hours normally worked.

On days where scheduled student instruction is delayed instead of cancelled, those employees whose work hours are shortened because of the delay shall not suffer a loss in pay for the work day as originally scheduled.

ARTICLE XIII – OTHER CONDITIONS OF EMPLOYMENT CONT.

Section 5: a. The employer shall provide uniforms (Employee choice of shirts and pants for a total of 5 pieces) for all food service employees each year. It shall be the responsibility of the employee to keep them maintained and laundered. A clean uniform shall be worn at all times while on the job.

Section 5: b. The Employer shall provide uniforms (2 pairs of pants and 3 shirts) for all Maintenance/Custodial employees per year. It shall be the responsibility of the employee to keep them maintained and laundered. A clean uniform shall be worn at all times while on the job.

Section 5: c. **TRAINING PAY:**

Employees who attend training classes or seminars required by the District or by the State of Michigan will be paid their hourly rate for the actual hours in attendance at the classes or seminars. No compensation will be provided for time spent traveling to or from the classes or seminars. Employees attending such classes or seminars shall be eligible for reimbursement of mileage expenses in accordance with District policy and guidelines.

Section 6: Use of alcohol or a controlled substance while at work or at a work-related function or being at work or work-related function while under the influence of alcohol or a controlled substance is prohibited and constitutes just cause for discipline. The Board recognizes that under state and federal law alcoholism is a treatable illness. The Board and its administrators shall have the right to require an employee who is suspected of being under the influence of alcohol or a controlled substance to undergo testing. The determination that there is reasonable suspicion that an employee is under the influence must be made by an administrator who received the training required by the federal law pertaining to transportation employees.

The administrator shall document in writing at the time of the incident the factor (s) causing him/her to conclude there was reasonable suspicion that the employee was under the influence. The drug or alcohol testing shall be conducted in accordance with the provisions of that federal law. Further, the standards set forth in that federal law shall also be utilized to determine whether the employee is under the influence. The refusal to undergo testing as directed by the employee's supervisor shall constitute just cause for discharge.

ARTICLE XIV - SEPARABILITY

Section 1: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid upon written request by either party hereto, the Board and the Union shall enter into collective bargaining for the purpose of negotiating a mutual satisfactory replacement for such provision.

Section 2: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, therefore, the Board and the Union for the life of this Agreement, each voluntarily waives the right to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. However, by mutual agreement between the parties, negotiations may be reopened for the purpose of dealing with an issue not otherwise covered by this Agreement.

ARTICLE XV - EVALUATION

Section 1: It is understood that the purpose of employees' evaluations is to recognize, document and improve employee performance. Such evaluations will include areas of strength and weakness, and provide suggestions for improvement. Evaluations themselves are not subject to the grievance procedure, and likewise shall not be used for disciplinary purposes. Any disciplinary action for an employee will follow the requirements of this Agreement. In signing an evaluation, the employee is merely acknowledging receipt and not necessarily concurrence with the evaluation. The employee shall have the right to attach a statement to each evaluation.

ARTICLE XVI - DURATION

Section 1: This Agreement shall cover the period commencing July 1, 2007 and ending June 30, 2009, and will be automatically renewed for successive periods of one (1) year unless either party gives written notice to the other party at least sixty (60) days prior to the last day of expiration of the contract of its intention to amend or terminate this contract.

Section 2: In any event both parties, by mutual consent, agree to amend this Agreement, or any part thereof, such agreement shall be made in writing, specifying the articles to be re-negotiated.

BOARD OF EDUCATION

**SERVICE EMPLOYEE
INTERNATIONAL UNION**

Burdella Holdren

PRESIDENT

Terry Van Eysch

Title *Labor Relations Specialist*

DATE : August 27, 2007

DATE : 8-31-07

APPENDIX A
WAGES AND FRINGE BENEFITS

Section 1: The Board of Education will pay the mandatory employer retirement contribution to the Michigan Public School Employees System for each employee, as required by law.

- Section 2:**
- a. The Board of Education agrees to furnish full family health insurance coverage with a \$5/\$10 prescription drug co-pay for all full year, full time employees (i.e, 40 hours per week) in the bargaining unit provided that said employee is not included under coverage elsewhere. Employees shall contribute 6% of the monthly premium towards health care insurance for the 2007/08 school year and 7% of the monthly premium towards health care insurance for the 2008/09 school year which shall be deducted from their pay monthly. The Board shall not be responsible for health insurance coverage for any time the employee is not actually enrolled for coverage by the carrier.

 - b. Life insurance will be provided for these full-time employees who are not covered by the Health Insurance Plan. This insurance shall not exceed \$10,000 of term life.

 - c. The Board of Education shall provide a dental plan for all full-time employees.

 - d. The Board of Education shall provide a vision plan for all full-time employees.

 - e. The Board shall provide \$95.00 per month to full year, full time employees not electing health insurance coverage through a Section 125 Plan. MESSA or MEFSA or MEBS options may be authorized for payroll deduction if made available from the provider.

APPENDIX A
WAGES AND FRINGE BENEFITS CONT.

Section 3:

- a. The Board of Education agrees to furnish single person health insurance with a \$5/\$10 prescription drug co-pay for all school year, full time employees in the bargaining unit who work at least thirty-five hours per week provided that said employee is not included under coverage elsewhere. Employees shall contribute 6% of the monthly premium towards health care insurance for the 2007/08 school year and 7% for the 2008/09 school year which shall be deducted from the pay monthly. The Board shall not be responsible for health insurance coverage for any time the employee is not actually enrolled for coverage by the carrier.**

- b. The Board of Education shall provide a vision plan for all employees eligible under Section 3a.**

- c. The Board of Education shall provide \$55.00 per month to full time school year employees not electing the health insurance coverage who work at least thirty-five hours per week through a Section 125 Plan. MESSA, MEFSA, or MEBS options may be authorized for payroll deduction, if made available from the provider.**

Section 4 : Employees in Maintenance/Custodian III positions assigned to work at the high school, middle school or elementary school buildings during the day shift will be paid an additional premium of ten cents per hour for each hour worked at the high school, middle school and /or elementary school building during the day shift.