

Custodial/Maintenance

Between

ATHERTON BOARD of EDUCATION

And

SEIU 517M Maintenance Employees

Effective:

Wages and Benefits: June 30, 2003 to June 30, 2004

Non-Economic Provisions: June 30, 2003- June 30, 2005

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Entered into this Agreement the 1st, Day of October, 2000, between the Board of Education, The Atherton School District hereinafter referred to as the Board and Local 517M Service Employees International Union, AFL-CIO, Flint Michigan, hereinafter referred to as the "Union".

ARTICLE I

Preamble

This Agreement entered into by the parties 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 parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political, union and/or service fee employees of the bargaining unit.

The following constitutes and entire agreement between the parties and no verbal statement shall supercede any of its provisions. This Agreement embodies all obligations between the parties involving from the collective bargaining process and supercedes all prior relationships existing by past practices.

ARTICLE II

Recognition

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment of all employees of the Board excluding:

Elected officials, appointive officers, supervisors, confidential employees and those positions represented by other bargaining units.

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ARTICLE III

Aid to Other Unions

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

ARTICLE IV

Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, physical disability or political affiliation. The Union shall share equally with the Board the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The Board and Union agree not to interfere with the rights of employees to become members of the Union or refrain from joining, and there shall be no discrimination, interference, restraint, or coercion by the Board or any board representative or union representative against any employee because of union membership or lack thereof, or because of any legal employee activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference or coercion.

ARTICLE V

Agency Shop

- A. On and after the ninetieth (90) calendar day following the beginning of employment, any present or future employee who is not a union member and who has not made application for membership, shall, as a condition of employment, pay to the union each month, a "service fee" equivalent to the amount of dues uniformly required of members of the Union.

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- B. Employees who are members of the Union shall, as a condition of their employment, pay to the Union each month the dues, which have been certified to the Board by the Treasurer of the Union.
- C. The Board agrees to deduct the agency shop fees and dues once each month. The amounts to be deducted shall be certified to the Board by the Treasurer of the Union and the aggregate deductions of all employees who have signed an authorization card shall be remitted, together with an itemized statement to the Treasurer of the Union within ten (10) days after such deductions are made.
- D. It is further agreed between the parties that in the event of litigation or claims against the Board and/or the Union arising from this section, or any prior maintenance of membership provision of an agreement between the Board and the Union, that the Union will defend, settle, or pay such claims or judgements arising from litigation, holding the Board harmless therefrom.
- E. In the event the Michigan Employment Relations Commission or a court of competent jurisdiction subsequently determines that the union dues or agency shop fees have been improperly deducted and remitted to the Union, the Union shall return such amount to employees affected.
- F. Be it further provided that in the event the Union determines that dues shall be deducted on a percentage formula basis, that the initial cost increase incurred as a result of implementation of such a plan, shall be borne by the Union.

ARTICLE VI Board Rights

Subject to the provisions of this Agreement, the Board on its own behalf, and on behalf of the Electors of the District, reserves unto itself full rights, authority and discretion in the discharge of its duties and responsibilities to control, supervise and manage the work force in order to conduct its business efficiently, the Board shall have the following rights:

- A. To discontinue, temporarily or permanently, in all or part, conduct of its business and operations.
- B. To decide on the nature of materials, supplies, equipment or machinery to be used and the price to be paid.
- C. To select the working forces in accordance with the requirements determined by management.

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- D. To transfer, promote, demote, terminate, discharge, or discipline for just cause.
- E. To layoff due to a decrease of work or limitation of funds.
- F. To direct and control the work forces.
- G. To establish rules governing employment and working conditions:
To determine the size of the work force, including the number of employees assigned to any particular operation.
- H. To establish the work pace and work performance levels.
- I. To establish new classifications or abolish job classifications.
- J. To determine when or if overtime is needed.

All other rights of the Board are also expressly reserved, even though not enumerated above, unless they are limited by the clear and explicit language of some other provision of this Agreement.

The Parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are supercede by the terms of this Agreement. The Parties further agree that no such oral 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 VII No Strike/No Lockout

The Union shall encourage and expect compliance from all its members to the fullest extent with the applicable sections of Act No. 379 of the Public Acts of 1965 of the State of Michigan as amended.

- A. Lockouts: No lockouts of employees shall be instituted by the Board of Education during the term of this contract.
- B. There shall be no strikes or unauthorized work stoppages by the Union or any of its members during the term of this contract. As used in the act, the word “strike” shall mean the concerted failure to report for duty, the willful absence from one’s position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of including, influencing or coercing a change in the conditions, or compensation, or

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the rights, privileges or obligations of employment. Nothing contained in the Act shall be construed to limit, impair or affect the right of any public employee to expression or communication of a view, grievance, complaints or opinion or any matter related their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

ARTICLE VIII Representation

A. Bargaining Unit Defined:

1. All employees who are covered by this Agreement shall be represented for the purposes of grievance procedure and negotiating by Stewards and a bargaining committee to be chosen by the Union.

B. Job Status and Functions of Union Officers:

1. Stewards and/or Alternate stewards shall be paid by the Board for time spent in processing of grievances related to the Board during their regularly scheduled working hours provided they have received prior approval from their Supervisor whose approval shall not be unreasonably withheld, and such time shall not exceed a total of all committeemen, Stewards, and/or Alternate Stewards of two (2) hours per week at their regular hourly rate.
2. The names of Committeemen, Stewards and/or Alternate Stewards shall be given in writing to the Board and no committeemen, steward or alternate steward shall function as such until the board or its designated representative has been advised.
3. The board shall pay members elected to the Bargaining Committee for all approved time related to primary negotiations during their regularly scheduled working hours.

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ARTICLE IX

Visits by Union Representations

The Board agrees that accredited representatives of the Service Employees International Union, AFL-CIO, whether SEIU Local 517M representatives, district council representatives, or international representatives shall have reasonable access to the premises of the Board during working hours to conduct business relating to administration of this Agreement. Such representatives shall give advance notice, in writing, to the Superintendent of Schools of their desired meeting.

ARTICLE X

Work Rules

The Board agrees to negotiate changes in existing work rules or the establishment of new work rules with the Union. New work rules, or proposed changes in existing work rules shall be posted on all bulletin boards at least ten (10) work days prior to their effective date. The Local Steward shall receive a copy prior to the posting. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of work rules shall be resolved through the Grievance Procedure.

ARTICLE XI

Seniority and Seniority Lists

- A. New employees after the signing of this Agreement shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from his date of hire. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement. Probationary employees shall not be represented by the Union nor have recourse to the grievance procedure for discipline or discharge except for Union activity.
- C. Seniority shall be on a district wide basis, in accordance with the employee's last date of hire.

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- D. Seniority shall freeze for an employee who is transferred to a supervisory position. Seniority shall be reinstated upon returning to the bargaining unit, and said employee shall return to the same position in his/her former classification.
- E. Seniority of an employee shall continue while he/she is absent due to an injury covered by Worker Compensation Insurance, also seniority shall continue while employee is on an approved sick or annual leave.

Seniority Lists

- A. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee
- B. The seniority list on the date of this Agreement will show the date of hire, names, and job titles of all employees of the unit entitled to seniority.
- C. The Board will keep the seniority list up to date at all times and will provide the Union, upon request, with up-to-date copies twice a year, normally in January or July unless changes necessitate a sooner release.
- D. Ties in seniority shall be determined by the employees social security number. The employee with the highest social security number shall be deemed more senior.

ARTICLE XII

Grievance Procedure

It is the intent of the parties to this Agreement that the Grievance procedure set forth the herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within seven (7) working days of the employee's knowledge of its occurrence. The Board will answer, in writing any grievance presented to it, in writing by the Union. All grievances shall be submitted in a legible, consistent manner, stating the full nature of the grievance and specific areas of contract violation. In all meetings, conferences, and discussion evolving from the grievance only those specific areas of contract violation. In all meetings, conferences, and discussion evolving from the grievance, only those specific areas cited within the grievance shall be discussed, and the Board is in no way bound to discuss additional matters of unstated items. It is agreed and understood that at any time when the grievance procedure doesn't fit the existing chain of command that the Union will refer it to the next applicable step provided. The time

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period used shall be those allotted days authorized between the skipped step and the next applicable step.

- A. If the Union does not adhere to the time limits stipulated at any step of the grievance procedure, the grievance shall be considered to be withdrawn without regard to the merits of the grievance or the positions of the parties.
- B. The time limits provided may be extended by mutual agreement of the Union and the Board.

STEP 1: Any employee having a grievance shall present it the Board as follows:

- A. If an employee feels he has a grievance, he shall discuss the grievance with his steward and immediate supervisor.
- B. If the matter is thereby not disposed of, it will be submitted in written form by the steward to the immediate supervisor within two (2) working days of the meeting. The steward shall have necessary time for the purpose of processing the grievance. Upon receipt of the grievance, the Supervisor shall sign and date the steward's copy of the grievance.
- C. The immediate Supervisor shall give his answer to the steward within three (3) working days of receipt of the grievance.

STEP 2: If the answer is not satisfactory to the Union, it shall be presented, in writing, by the steward to the Superintendent within five (5) working days after the immediate Supervisor's response is due. The Superintendent shall sign and date the steward's copy. The Superintendent shall respond to the steward, in writing, within three (3) working days of receipt of the grievance.

STEP 3: If the grievance remains unsettled, the Union must submit in writing an appeal to the Secretary of the Board within seven (7) working days after the response of Step 2 is due. The Superintendent or the Board Secretary shall sign and date the steward's copy. The Board Secretary shall respond, in writing, to the Chief Steward within five (5) working days.

The Board Secretary shall set a time and date for a hearing before a committee of the Board of Education appointed by the President of the Board of Education. The Board shall hear the appeal and respond within seven (7) working days to the Union.

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STEP 4: Arbitration

If the grievance is not resolved through the conference with the School Board, the Union may continue to arbitration. All issues not previously raised, including threshold issues, shall be raised by either party in writing within fifteen- (15) week days following the Board's receipt of the demand for arbitration. The arbitrator shall be selected and the hearing conducted under the rules of the Federal Mediation and Conciliation Service. The American Arbitration Association, Michigan Employee Relations Commission, or any other forum may be used by mutual agreement. When the Federal Mediation Service is utilized a list of nine (9) arbitrators will be requested.

- A. When selecting an arbitrator, each party shall alternately strike a name until only one name is left; that individual shall act as arbitrator. In the event that the parties cannot agree on who shall strike first, the order shall be decided by means of a coin flip.
- B. In the event that a party fails to participate in the striking process, the other party shall select the arbitrator from the names on the list.

The expenses and fees of the arbitrator and the cost of the hearing room, if any, shall be shared equally by both parties. The expenses of a court reporter shall be borne by the party requesting the reporter unless the parties agree to share such costs.

The Arbitrator shall only have the authority to adjust grievances in accordance with this agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way, the provisions of this agreement and shall not make any award which in effect would grant the Union or the Board any rights or privileges which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on all parties to this agreement.

Hearing and Record: The arbitrator shall fix the time and place for each hearing. Representatives of their own choice may represent either party.

Attendance at hearings: Persons having a direct interest in the arbitration is entitled to attend hearings unless a party objects in which case the arbitrator shall decide on attendance. The arbitrator shall have the authority to sequester any witness or witnesses during the course of the hearing, except for the grievant(s). The arbitrator shall be the sole judge of admissibility of the evidence offered. The

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arbitrator may require witnesses to testify under oath administered by the arbitrator.

ARTICLE XIII

Layoff and Recall

- A. Layoffs and recalls will be based upon seniority within classification provided the senior employee is qualified to perform the work required.
- B. In the event of a layoff, part-time and temporary employees shall be laid off first according to their seniority.
- C. For the purpose of layoff and recall only, the Chairperson of the Union shall have the privilege to top seniority provided he has been an employee of the Board for six months or more and has the ability and be willing to do the available work required.

It is understood by the parties that in application of this Section, employees in higher rated classifications may bump downward, seniority permitting, but in no event will employees in lower rated classifications bump upwards.

ARTICLE XIV

Normal Work Week

- A. The regular workweek shall be Monday through Friday. The regular workweek shall be five (5) consecutive eight (8) hour days.
- B. A normal work shift shall consist of eight (8) consecutive hours with the exception of the meal break. Employees do not receive pay for meal breaks. Whenever practicable, meal breaks shall be scheduled at the middle of each shift and shall be thirty (30) minutes in duration. The immediate supervisor will schedule meal periods.
- C. Employees shall have two (2) rest periods of fifteen (15) minutes each. One (1) rest period shall be before the meal break and one (1) rest period shall be after the meal break. Rest periods are to be scheduled by the immediate supervisor and shall not be cumulative.
- D. All employees shall be scheduled to work on a regular shift. Each work shift shall have regular starting and quitting periods. The immediate supervisor will schedule work shifts.

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ARTICLE XV Leave of Absence

A. Sick Leave:

1. Each full-time permanent employee covered by the Agreement shall be entitled to one sick leave day per month to a total accumulation of sixty-five (65) days.
 - a. Sick leave credit shall be as of July 1st for the following twelve (12) months. Permanent part-time employees of the Board shall receive pro-rata sick leave days according to the hours they work on a regularly scheduled basis.
 - b. An employee who terminates before working the requisite months needed to earn the sick days credited on July 1st shall have a deduction in their final check for any sick days paid but not earned.
 - c. Effective October 1, 1985 for all sick days that an employee would have accumulated over the cap the district shall credit the employee with a \$20.00 credit per sick day. The \$20.00 shall be paid to the employee upon retirement or resignation from Atherton Schools.
2. Applications to have absences charged against sick leave must be made to the employee's Department Head for his/her approval in accordance with an administrative directive.
3. Sick leave days accumulated prior to an approved leave of absence without pay shall be held in reserve pending the return of the employee from such leave.
4. Reasons for sick leave will constitute:
 - a. Illness of the individual.
 - b. Death in the immediate family which includes parent, spouse, parent of spouse, brothers, sisters, and children. The Board is to have discretionary authority in unusual cases.
5. Leave time, which shall not be deducted from sick leave accumulation, shall be granted for the following reasons:

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- a. Two (2) days shall be granted to an employee to conduct personal business. Such days shall not be taken in connection with a weekend, holiday, or vacation unless the employee's Department head has granted prior approval.

B. Military Leave

Any employee covered by this Agreement, who enters active duty in the Armed Forces of the United States who is still qualified to perform the duties of his/her former position and who makes application for re-employment within ninety (90) days after his/her release under honorable conditions from active duty or service, shall be restored to employment and his/her status with respect to other employees shall be the same as if he had not entered the services herein specified.

C. Unpaid Leaves:

Upon application by the employee to the Board, unpaid leaves of absence shall be granted in the case of illness or other proven justifiable reasons. Such leaves shall not exceed twelve (12) months, except that extensions of three (3) months or less may be granted on the same basis as stated above. Employees shall not engage in other employment during the leave unless such leave is necessitated by reasons of health. Seniority for such leaves shall not accumulate over one (1) year.

D. Union Leave:

All employees who are Officers of SEIU Local 517M, Atherton Division, who shall request in advance to be absent from their jobs for no more than four (4) hours at any one time, shall be allowed to make up said hours. The hours shall be made up prior to or after said employee returns to work. For all hours over four (4), the said employee shall notify Management in advance so Management can get a replacement for the job.

Upon written request by an authorized Office of the Union, the Board will authorize members of the Committee and the President of the Local if an employee of the Board is to be absent from his/her job without pay, for not to exceed five (5) consecutive working days for the purpose of handling Union business. Further, the Board upon such written request will authorize not to exceed one (1) employee who has been elected as a delegate to a convention of the Union to be absent from his/her job for not more than ten (10) regular work days for the purpose of attending such convention, providing the following conditions are met:

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1. The Union recognizes that the Board's responsibility to adequately serve the public is of paramount importance. Accordingly, it is necessary that the board will have adequate notice of such requests and the Union agrees that the Board has the right to request the Union to submit alternate names of employees if for a sufficient reason the Board believes that a particular employee or employees cannot be released from duty.

E. Upon written two (2) day notice by an authorized officer of the Union, the Board will authorize the absence, without pay, of employees who have been elected or appointed by the Union to do work for the Service Employees Union and related strictly to the activities thereof. Such leaves will be for a maximum of two (2) years and will be renewed, for like periods only by mutual agreement of the parties hereto. No more than one employee may be absent on such leave at one time and an employee of such leave who desires to return to the active payroll must give the Board at least ninety (90) days advance notice in writing. Upon his/her return, the employee if still physically qualified, will be returned to the classification he left at the beginning of the leave. Seniority will accumulate during such leaves, but this shall not be the basis of acquiring other benefits under the Agreement.

1. A written request for such leave must be submitted to the Superintendent of Schools at least forty-eight hours in advance.
2. Only one employee shall be granted a leave of absence at any one time.

F. Parental Leave:

Upon written request an employee who has six (6) months of seniority shall, after the birth of his/her child, or adoption of a child, be granted parental leave for up to six (6) months. Additionally, upon request and in accordance with Family Medical Leave Act (FMLA), an employee may be granted FMLA leave for up to twelve (12) workweeks for the foster care placement of a child. An employee's entitlement to parental leave will expire and must conclude within twelve months after the birth, adoption, or foster care placement of a child. Up to twelve (12) workweeks of unpaid parental leave may count towards an eligible employee's FMLA leave entitlement. In those instances where both spouses are covered by this provision, such leaves may be taken either concurrently or consecutively. The Board may grant an extension of such leave upon the request of the employee, based on operational needs of the Board. An employee may request to use accrued vacation or personnel leave to substitute for all or any of unpaid parental leave.

The Board shall consider request for vacation immediately prior or subsequent to parental leaves in the same manner as requests for vacation at other times.

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G. Family Care Leave:

After the completion of six (6) months of seniority an employee, upon depletion of accrued sick leave and upon written employee request, and in accordance with this Section, will be granted, once during his/her employment, an unpaid leave of absence including necessary extensions for a period not to exceed three (3) months to care for the employee's seriously ill or seriously injured spouse, child or parent who is dependent on the employee for care and support.

A leave for up to thirty (30) calendar days shall be granted upon request. Subsequent extensions not to exceed sixty (60) calendar days may be granted at the discretion of the Board.

The Board shall consider the medical certification provided, its operational needs, the employee's length of service, performance record and leave of absence history in reviewing request. Intermittent or reduced work schedules requested under the FMLA may be approved upon request and when medically necessary. An employee may request to use accrued vacation or personal leave to substitute for all or any part of unpaid family care leave.

Any request for leave of absence under this Section shall be submitted in writing by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance of the proposed commencement of the leave, except under emergency circumstances. The request shall specify the period of time being requested.

The request shall be accompanied by a physician's statement, which sets for the diagnosis and prognosis of the aforementioned family member and an explanation of the necessity for the employee to provide care.

Requests shall be answered without undue delay and within fifteen working days.

ARTICLE XVI

Jury Duty Leave

- A. Time spent by an employee on jury duty before any Federal or State Court shall be considered as time worked. The employee shall inform the immediate supervisor of such obligation as soon as possible following receipt of the subpoena.
- B. An employee complying with the above responsibilities and upon supplying to the appropriate department head adequate proof that he has reported for such jury

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duty, shall turn over to his supervisor his jury duty pay, who in turn shall deposit said pay with the appropriate fiscal office.

- C. Employees shall be paid for a full day when they are required and receive from the court a slip for a full day of jury duty. A half (½) day slip will require the employee to return to work within a reasonable time after release from the court.
- D. An employee serving jury duty who completes such duty prior to the end of the workday shall promptly report to his supervisor and/or return to his regular position for completion of the workday. Reasonable time will be afforded for changes of attire when applicable.

ARTICLE XVII

New Jobs

- A. The Board shall have the right to establish, evaluate, change and obsolete jobs providing such action on the part of the Board shall not be directed towards reducing the rate of a job in which no substantial change in job itself occurred. Whenever a new job is made operational, the Board shall establish the job description and rate of pay, and place them into effect.
- B. The Board will notify the Union upon of such new or changed job and will within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate and classification.

ARTICLE XVIII

Holidays

- A. Employees with at least six (6) months of employment shall have the following holidays off with no loss of pay or benefits:

- 1. Static Holidays

New Years Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day before New Years Day

- 2. Rotating Holidays

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For the 2001/2002 School year employees will have April 1, 2 & 3. Dates for subsequent years will be determined when the school year calendar is adopted by the Board of Education and will be during the traditional spring break period.

- B. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.
- C. Should consecutive holidays fall on Friday and Saturday, Thursday and Friday shall be considered as the holidays. Should consecutive holidays fall on Sunday and Monday, Monday and Tuesday shall be considered as the holidays.
- D. Employees who are on an unauthorized leave the last full scheduled work day preceding a holiday or the first full scheduled work day following a holiday, shall forfeit all holiday pay for that holiday.
- E. An employee scheduled to work on a holiday, who fails to report for work and whose absence is unauthorized, shall forfeit all pay for the holiday.

ARTICLE XIV

Vacations

- A. Every full-time employee shall be entitled to vacation with pay according to the following:
 - 1. Employee vacation shall be scheduled by departments so as not to conflict with department needs. Wherever possible, vacations shall be granted on a "first-come, first-serve" basis with seniority acting as the tiebreaker.

Vacations will normally be taken during the summer months unless the Department Head accords written approval. An employee's vacation schedule must have the approval of the employee's Department Head.

No vacations will be permitted during the two (2) weeks immediately preceding the scheduled opening of school without prior approval of the supervisor and the Superintendent of Schools.

- 2. Full-time employees will be entitled to the following vacation:

<u>Time Period</u>	<u>Vacation Earned</u>
Six (6) months through one (1) Year	Five (5) days
One (1) year through seven (7) years	Ten (10) days

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Eight (8) years through twelve (12) years Fifteen (15) days

After thirteen (13) years Twenty (20) days

3. An employee shall not accumulate vacation credits when on an unpaid leave of absence when he is not accumulating seniority.
4. If an employee is on a vacation on any of the holidays provided for in this Agreement, he shall be entitled to an additional day off with pay for the holiday in connection with his/her vacation or he she shall receive an additional day's pay for the holiday at the discretion of the Board or its designated representative.
5. An employee shall be entitled to receive a pro-rata portion of his/her unused vacation credit upon termination of employment with the Board, providing he has worked at least six (6) months of the current vacation credit period. Those employees discharged shall not qualify for this section. The computation date is July 1.
6. Vacation must be used during the fiscal year after it is earned.

ARTICLE XX

Insurance

- A. The Board shall provide each full time permanent employee with the choice of one of the following health care programs effective as of the first of the month following their first full month of employment with the Board.
 1. Beginning July 1, 1995, the Atherton Board of Education shall pay a maximum monthly premium for health care as follows:

	<u>2002/2003</u>	<u>2003-2004</u>
Full Family	\$577.21	\$646.00
Member/Spouse	\$502.02	\$562.00
Single Subscriber	\$214.65	\$241.00

- a. Health Plus CU HMO with vision
- b. Blue Cross Master Medical 1 PPO

Employees who are eligible for the above health care programs will pay costs in excess of the above premiums.

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EMPLOYEES ELIGIBLE FOR HEALTH CARE THAT CHOOSE NOT TO TAKE THE BENEFIT SHALL BE COMPENSATED IN THE AMOUNT OF \$500.00. THIS PAYMENT WILL BEGIN AT THE END OF THE SCHOOL YEAR AND CONTINUE EACH YEAR AFTER. THIS PAYMENT WILL BE PAID IN ONE OF THREE WAYS AT THE EMPLOYEES OPTION:

- a. PAID OUT EVENLY IN EACH PAYROLL CHECK; OR**
- b. \$250.00 AT END OF FIRST SEMESTER, WITH REMAINDER AT END OF YEAR; OR**
- c. \$500.00 IN LAST PAYCHECK OF SCHOOLS FISCAL YEAR**

An employee can change from one health care program to another during open enrollment periods established by the insurance carrier.

2. Group Life Insurance protection, which shall pay to the employee's designated beneficiary the sum of fifteen thousand (\$15,0000), dollars upon death and in the event of accidental death shall pay double indemnity.
3. Long Term Disability, same as teachers.
4. In addition, the Board of Education will provide dental insurance. 80/20 percent co-pay on dental with 50 percent co-pay on orthodontics. All employees whose spouses are covered by an employee paid dental insurance plan with internal and external coordination of benefit shall receive 50/50/50.
5. The Board of Education will pay non-contributory retirement beginning March 1, 1976, to be in effect March 12, 1976.
6. The Board shall continue to pay benefits as long as the employee has any sick days left. The employee must use all available sick days during sick leave. Insurance will be paid for three (3) months after sick days have been exhausted. (The three (3) months will not be paid if employees fail to use all sick days during sick leave). The Board will pay benefits for up to twelve (12) months for an employee on Workers Compensation. After twelve (12) months, all benefits will be included in the employee's base wages and the Workmen's Compensation benefit will be re-calculated. Employees will then be responsible for the payment of any insurance they choose to continue (contingent upon approval of the insurance carrier and applicable law). All other benefits will cease.

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7. After three (3) month's sick leave, the employee will have the option to continue his/her health care coverage at group rates. This is dependent on the policy of the insurance company.

ARTICLE XXI

Bulletin Boards

A bulletin board in each school will be provided for the use of the employees posting notices of bona fide employee activities only and in no case shall advertising, political, obscene, scurrilous printed or written matter be placed on any bulletin board.

ARTICLE XXII

Payroll Deduction

It shall not be the policy of the Board to honor requests for continuing deductions from the payroll to be paid to a third party, unless the third party is a part of the routine deductions, i.e., Flint Teach Credit Union, United Fund, etc.

- A. Upon signed authorization of the employee the Board agrees to deduct contributions to COPE (a Union political action fund) from its employees who are Union members. Said employees who wish to have such deduction must sign an authorization for which shall read:

“I hereby authorize the Atherton Board of Education to deduct from my pay the sum of \$_____ per hour from each of the regular paychecks and to forward that amount to SEIU Local 517M, Michigan Public Employees, COPE Fund. This authorization is voluntarily made on the specific undertaking that the signing of this authorization and making the payments to the SEIU Local 517M Cope Fund are not conditions of membership in the Union or employment with the Atherton School Board and the SEIU COPE will use the money it receives to make political contributions and expenditures in the connections with federal, state and local elections.”

- B. It is further agreed that signed authorization forms for COPE may only be submitted within the first week of December of any given calendar year and may be revoked in writing by said employee at any time.
- C. The Union agrees to hold the Board harmless for any actions arising out of the collection of said fees.

ARTICLE XXIII

Custodial/Maintenance

Clean-up Time

Ten (10) minutes shall be granted to employees to clean up at the end of their shift; however, the intent of clean-up time is not to shorten the length of the employees work day or to allow the employees to leave their jobs earlier than the established quitting time.

ARTICLE XXIV

Vacancies

Vacancies in any position within the bargaining unit shall be offered to the existing employees on the following basis before going outside:

- A. The job opening, together with the wages and minimum qualifications, shall be posted on the union bulletin board for five (5) consecutive working days. The steward shall receive a copy of the job posting prior to the actual posting.
- B. A seniority comparison shall be made of the employees meeting the qualifications and the seniority employee shall be afforded a thirty (30) day trial period on the job.
- C. Employees interested in filling the opening shall indicate their desire, in writing, not later than the close of the seventh (7th) day after the initial posting of the opening, in order to receive consideration for the filling of such position. A co-worker may submit a bid for a fellow worker by signing his/her name and the co-worker's name if said employee is absent or on vacation.
 - 1. The Board must within seven (7) days after the close of the initial posting period, fill said opening and notify all unsuccessful bidders of the reasons for not receiving said opening.
- D. If the vacancy is of an emergency nature, supervision may designate a temporary substitute not to exceed thirty (30) calendar days for the employee position filled.
- E. Employees may request a transfer to fill a vacancy of a non-promotional nature within classification. Such transfers shall be based on seniority. In no event shall an employee exercise a non-promotional transfer more than twice in a twelve (12) month period.
- F. Any employee filling a vacancy by transfer or promotion will be given up to thirty (30) working days to prove his/her ability.

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- G. An employee may exercise his/her prerogative to refuse promotion, without bias or loss of seniority.
- H. During the trial period, the employee shall have the opportunity to revert to his/her former classification. If the employee is unsatisfactory in the new position, he will be returned to his/her former classification without loss of seniority.

ARTICLE XXV LOSS OF SENIORITY

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

- A. He quits, retires, or receives a pension under the State Retirement Program.
- B. He is discharged and the discharge is not reversed.
- C. He is absent for any three (3) consecutive working days without properly notifying the Board. After such unreported absence, the Board will send written notification to the employee by certified mail at his last known address that because of his unreported absence, he is considered to have resigned (voluntary quit) and is no longer in the employ of the Atherton School District. In proper cases, exceptions shall be made upon the employee producing convincing proof of his inability to give such notice.
- D. If he does not return to work on the date specified for recall from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made upon the employee producing convincing proof of his inability to return as required.
- E. Return from sick leave and leaves of absence will be treated the same as in the previous paragraph (4).
- F. If he is laid off during the term of this Agreement for a continuous period equivalent to his seniority.

ARTICLE XXVI Overtime

- A. A normal work period consists of eighty (80) hours within two calendar weeks.
- B. Time and one half (1½) shall be paid for all hours worked in excess of forty (40) hours in any week and eight (8) hours in any twenty-four (24) hour period commencing with the start of the employee's shift.

Custodial/Maintenance

- C. A roster of all employees of overtime work shall be set up by classification. Overtime work will be equalized to the fullest extent possible over a three (3) month period with building areas.
1. Holidays and vacation shall be included as days worked on computing overtime.
 2. Time and one half shall be paid for all hours worked on Saturdays. Double (2) time shall be paid for all hours worked on Sundays.
- D. Any employee reporting for work, who is sent home through no fault of his/her own, shall be paid for a minimum of four (4) hours at his/her regular rate, inclusive of all premiums.
- E. Employees shall be entitled to on-half (½) hour unpaid lunch period, as near as is practical after the completion of approximately one-half of his/her regular scheduled shift.
- F. Employees required to work in a higher classification shall be paid the rate of the higher classification for all hours worked in the classification.
- G. The established eight (8) hour working day, because of the varied school starting time, will fall within the following times:
- | | |
|--------------|------------------------|
| First Shift | 6:00 a.m. - 5:30 p.m. |
| Second Shift | 2:00 p.m. - 1:30 a.m. |
| Third Shift | 10:00 p.m. - 7:30 a.m. |
- H. No employee will be paid for work performed in a higher classification unless prior approval was given by the supervisor or administration.
- I. Call in Pay: Two (2) hours custodial - Four (4) hours maintenance.
- J. The Board will provide a stipend for one (1) employee designated as in-charge during the supervisor's absence. In order to receive an additional fifty (\$.50) cents per hour for eight (8) hours per day, Monday through Friday, the employee must be "in-charge" during the entire day. This will result in a total payment of four (\$4.00) dollars per day Monday through Friday. The employee designated as "in-charge" will receive a stipend of fifty (\$.50) cents per hour for four (4) hours per day for Saturday and/or Sunday. This will result in a payment of two (\$2.00) dollars per day for Saturday and Sunday.

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- K. Act of God Days: A compensatory day will be granted if the employee works on the day that school is closed due to an Act of God. Those employees who cannot report to work when school is closed due to an Act of God may have the option of: a) using a personal day, b) using an accumulated compensatory day or c) an unpaid day. Employees must notify their supervisor of the option chosen on the next workday or said Act of God day will be taken unpaid. Prior approval must be received from the supervisor before a compensatory day can be taken.

ARTICLE XXVII

Discharge and Suspension

The Board agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reason for the discharge or suspension.

The discharged employee or suspended employee have the right to have his steward present at the time notice is delivered if such notice is delivered while on the job. Employee and his steward shall have the right to meet with the Board's representative at the time of the discharge or suspension. The steward shall not lose time or pay during such meeting.

ARTICLE XXVIII

Disciplinary Procedure

The Board and Union agree that discipline shall be used in a fair and equitable manner when the Board feels it is necessary to assess such disciplinary action upon any member of the bargaining unit. It is agreed that discipline shall be of a corrective rather than punitive nature for the purpose of modifying an employee's behavior. A copy of all disciplinary action shall be given to the Union.

Progressive discipline shall generally be defined as:

- Written Verbal Warning
- Written Reprimand
- Suspension
- Discharge

It is understood that discipline may begin at any step depending upon the seriousness of the offense.

ARTICLE XXIX

Custodial/Maintenance

General

The Board shall make proper provisions for the safety and health of all employees and shall furnish without cost to the employee necessary protective clothing and equipment, exclusive of uniforms; this equipment, if and when supplied, must be used by the employee.

- A. A committee representing the Union and the Board will meet periodically to discuss such items as safety, working conditions, etc. Said meeting time will be established at a mutually agreed upon time. The committee will be comprised of no more than three persons from either party.
- B. Supervisory employees may work in emergency situations arising out of unforeseen circumstances, requiring immediate action, may perform in non-repetitive tasks of an occasional nature, and may fill in, in the event of absence until temporary help can be secured, or until a regular employee takes over the job. In all cases where it appears that a considerable amount of work is to be done and no employee is available to do it, the Board shall make every effort to secure temporary or call-in help before supervisory employees may be permitted to do work other than minor and incidental work. Supervisory employees may perform bargaining unit work for the purpose of instruction and training of employees and for the purpose of demonstrating new or revised methods and procedures.
- C. Employees required to work in a higher classification shall be paid the rate of the higher classification for all hours worked in the classification.
- D. Regular part-time employees shall receive the full benefits of this agreement on a pro-rated basis.
- E. The Board shall provide paychecks on Thursday of every other week for the second (2) shift and third (3) shift employees.
- F. The Board shall provide a Custodian Room in each school for storage of all janitorial supplies. Keys of said room shall be supplied to each custodian, their foreperson, and principal of the individual building.
- G. The Board shall provide adult supervision for activities within any Atherton School building. The custodians shall not be required to attend doors or supervise (chase-round up) students. All students remaining in the building after regular hours must be under the supervision of an adult.
- H. For the protection of children, this Board of Education shall require from each new employee a health certificate from a physician authorized to practice

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medicine under the laws of the State of Michigan. This certificate is to be filed in the Superintendent's office for every new employee on his or her initial employment in the Atherton system. Chest X-ray certification by Genessee County T.B. Association or statement of a physician concerning the employee's physical condition must be on file in the Superintendent's Office before the commencing of each school year or whenever the test is administered by the Genessee County Health Department for other school employees. The cost of the T.B. test (whether Tine or X-Ray) shall be paid by the Board. The X-ray test shall only be paid for those employees who cannot take the Tine Test.

- I. All activities within the Atherton School District buildings that requires the presence of a custodian during non-scheduled work hours, shall be considered as overtime and shall be divided equally amongst the full-time employees in the particular building and classification involved.

An activity calendar will be posted each Friday in each building listing the activities that are known on Friday to take place in that building the following week. Staff bulletins and other items pertaining to the bargaining unit will be posted on each building bulletin board.

- J. Maintenance Tools: Will replace broken or lost tools with the same brand available.
- K. In service Day: An in service day will be held for all members of SEIU Local 517M in Atherton School District. This in service is to be used to update employees on current practices. If the in service day is less than a full day, the remainder of that day will be release time for custodians. Input on the content of the in service will be accepted from the Union prior to the in service day.
- L. Bargaining unit employees will be paid for all time in required classes and seminars. Pay will be at the straight time hourly rate. The Board will pay all related expenses if training is out of town.
- M. Protective Clothing: Two (2) sets of clothing (coveralls) maintenance employees only, first year of contract 1984-85. One (1) set each year thereafter, laundering to be the responsibility of employee.

ARTICLE XXX

Effect of Legislation or Other Laws

If any law now existing or hereafter enacted, or a proclamation, regulation edict of any State or National Agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto, upon thirty (30) days written

Custodial/Maintenance

notice to the other may reopen for negotiating the invalidated provisions, to the extent permitted by law. If such laws prohibit bargaining regarding any topics that are inconsistent or in conflict with topics contained in this agreement, the law shall supersede and render null and void same thereby permitting the Board of Education to unilaterally exercise its rights with respect to such topics.

ARTICLE XXXI

Waiver Clause

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands, proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives the right, and each agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subjects or matters not specifically referred to or covered this Agreement, even though such subjects or matters 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. The Atherton Board of Education may provide routine board policy for areas not covered by this Agreement. The Union will be notified of new policies involving persons covered in this contract.

ARTICLE XXXII

Wages

Employees shall be paid the following wage rates according to their classification as indicated below:

EMPLOYEES HIRED BEFORE JULY 1, 1995

	2002-2003	2003-2004	2004-2005
Full-time and Permanent			
Part-Time Custodians	\$12.57	\$12.88	\$13.10
Yard	\$12.79		
Maintenance	\$13.54	\$13.88	\$14.12

Yard classification was eliminated 7-1-03.

EMPLOYEES HIRED AFTER JULY 1, 1995

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Full-Time and Permanent			
Part-Time Custodians	\$11.85	\$12.15	\$12.36
(After 90 Days)	\$12.14	\$12.44	\$12.65
Yard	\$12.35		
Maintenance	\$13.07	\$13.40	\$13.63

Yard classification was eliminated 7-1-03.

All employees working any part of any shift shall receive the premium for all hours worked on any shift.

Shift premium shall be twenty (20) cents per hour for second shift and twenty-five (25) centers per hour for third shift.

Example: If an employee works three hours on second shift and five hours on third shift, he shall receive three hours at twenty (20) cents per hour above schedule and five hours at twenty-five cents (25) per hour above the basic schedule.

Example: Employees who ask to change their shift starting time, for the employees personal convenience, and the change extends into the next shift period, the employee will not be eligible for shift premium during the hours worked in the next shift.

ARTICLE XXXIII Attendance Incentive

At the end of six months of employment, if an employee has worked every day for a full day (except for personal days and vacation days) then he shall be eligible for one-half day of compensatory time to be mutually scheduled by the supervisor and the eligible employee. This one-half compensatory day can be carried over in the next 6 month period only and combined at the end of the next 6 months for a full compensatory day, if the employee qualifies for this section, and again mutually scheduled between the supervisor and the eligible employee.

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ARTICLE XXXIII Terms of Agreement

This agreement shall be effective July 1, 2003 and remain in effect through June 30, 2004 for wages and benefits, and remain in effect through June 30, 2005 for non-economic provisions. In the event either party wishes to terminate or amend the Agreement, notice shall be given by either party to the other of such desire to terminate or amend in writing, sixty (60) days prior to its expiration date. If notice to amend is given, the Agreement shall remain in full force and effect, as of the expiration ate, until a new agreement is reached or until either party is given a ten (10) day notice to terminate.

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 517M

ATHERTON COMMUNITY SCHOOLS
BOARD OF EDUCATION

Dennis L. Streeter for the Union

Ralph LaDuke, President

Denise Lundberg, Neg. Chair

David Roach, Vice President

Robert Walls, Treasurer

Gary Isham, Secretary

Dave Willingham, Trustee

Bette Bigsby, Trustee

Paul Hildreth, Trustee

**Letter of Understanding
Regarding
Article XI - Seniority**

During the 2003 negotiations, the parties agreed to the following:

The parties agree to the basic premise of the Employer's need for flexibility in the hiring of both full and part time maintenance/custodial staff. Therefore, the parties agree to maintain the seniority rights contained in Article XI pertaining to maintenance employees, (I.e. seniority for recall from layoff is equivalent to years of service) however, the seniority rights for all other classifications covered by this agreement shall be limited to 2 years for purposes of recall from layoff.

For the Union

For the Board

Custodial/Maintenance

LETTER OF UNDERSTANDING

Maintenance Coverage on Holidays

Beginning October 1, 1995, the Atherton Board of Education agrees to pay the Maintenance person who is on call on Holidays. The payment will be made if the Maintenance person covers the Holiday and is not called in to work. The payment will be in the amount of four (4) hours of straight time at the regular rate of pay. This is in addition to the Holiday pay already provided in the Master Contract Agreement.

This payment will not be provided if the Maintenance person is called in to work and receives compensation under other provision of the Master Contract Agreement.

SEIU, Local 517M

ATHERTON BOARD OF EDUCATION.

****NOTE – A 1.75% increase was approved by the Board of Education retroactive to July 1, 2004.**