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## PREAMBLE

**THIS AGREEMENT**, is entered into on \_\_\_\_\_, between the Muskegon Heights School District, (herein referred to as the "Employer") and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517M, AFL-CIO, CLC (herein referred to as the "Union")

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

SECTION 1: It is the intent and purpose of the parties to establish a specific understanding relative to rates of pay, hours of employment, and other specific conditions of employment of bargaining unit employees, and to provide a means for the orderly disposition of grievances arising from alleged violations of this Agreement. The parties encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees, for the mutual interest of the Employer, employees and the Union. Both parties to this Agreement recognize and agree that the terms and conditions of this Agreement, as well as the existence of all programs, are subject to the continuation of funding by the federal government of other governmental entities, and compliance with federal and state funding and program guidelines.

SECTION 2: Whenever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both male and female.

## **ARTICLE 1- RECOGNITION**

The Employer, pursuant to the certification of the Michigan Employment Relations Commission, dated July 12, 2002 recognizes the Union as the exclusive representative of all the employees in the bargaining unit in respect to rates of pay, wages, hours of employment and other conditions of employment. The bargaining unit is defined as:

All full-time and regular part-time head start facilitators, family advocates, classroom associates, excluding supervisors, substitutes and all other employees.

## **ARTICLE 2 - UNION SECURITY AND UNION DUES**

SECTION 1: All current employees while working under the terms of this Agreement and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall be required to make representation fee payments to the Union in the same manner as Union members as a condition of continued employment with the Employer.

SECTION 2: An employee who shall tender or authorize the deduction of initiation fees, membership dues, and representation fees uniformly required by the Union shall be deemed to meet the conditions of this Article so long as the employee is not more than fifteen (15) calendar days in arrears of payment of such dues or fees.

SECTION 3: During the term of this Agreement, the Employer will honor written authorizations signed by employees for the deduction and payment of dues, initiation fees, special assessments, representation fees, and voluntary Committee On Political Education (C.O.P.E.) and/or SEIU Local 517M Political Action Committee contributions to the Union. Such written authorization shall be in a form consistent with the federal law and this Agreement, and shall be in accordance with the standard form submitted to the Employer by the Union.

SECTION 4: The Union shall notify the Employer's Director of Human Resources, or his/her designee, in writing, of the amount of Union dues, fees assessments, representation fees, and voluntary COPE contributions. The Employer will cause such dues, fees, assessments, representation fees, voluntary COPE contributions to be remitted to the Union no later than fifteen (15) days following the date on which such wage deductions were made, together with a written statement of the names of the employees from whom the deductions were made, Normally, deductions will be made on the last pay period each month.

SECTION 5: All dues and fees required under this Article shall be paid on or after the thirty-first (31<sup>st</sup>) day of employment, or thirty (30) calendar days after the effective date of this Agreement, whichever is later, Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the employee and the Employer by the Union, unless the Employer is notified by the Union, in writing, that the discharge of such employee is no longer required for failure to pay the applicable dues and fees.

SECTION 6: The Union agrees that it will make membership in the Union available to all employees covered by this Agreement, on the same terms and conditions as are generally applicable to other members of the Union.

SECTION 7: The Employer agrees to send a letter listing the names, hire date, and job classification of all new bargaining unit employees to the Union on a monthly basis at the time payments are made in accordance with the Union dues checkoff provisions of this Agreement.

SECTION 8: If any provision of this Article is determined to be invalid under federal law or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of federal or state law, or shall be renegotiated by the parties to comply with such law.

SECTION 9: Deductions for Union dues and fees for any calendar month shall be remitted to the address of the Union, SEIU Local 517M, within the time period required by this Agreement. The Employer shall indicate to the Union the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise the Union of the names of all new employees hired since the date of the previous month's Union dues remittance.

SECTION 10: On a semi-annual basis, the employer agrees to communicate and provide to the Union current and new member information via electronic transmission the following: Name, address, rate of pay, hire date, social security number, job classification/title, scheduled hours per day.

### **ARTICLE 3 – UNION REPRESENTATION**

Section 1: The Employer agrees to recognize one (1) steward who shall be responsible for processing contract grievances and function in other capacities where Union representation is needed. One (1) alternate steward, selected by the Union, will be recognized by the Employer as functioning only in the absence of the regular steward on their respective shifts.

Section 2: The Union shall notify the Employer, in writing of the names of its stewards, and alternate stewards, at least seven (7) calendar days prior to the effective date each assumes their duties and responsibilities, or as soon as possible in the case of an emergency.

Section 3: A steward shall be allowed to leave his/her work area, without any loss of time or pay, for a period of up to two (2) hours in order to investigate a grievance. The steward must obtain the approval of the Supervisor or his/her designee before leaving the work area to investigate a grievance, and must return to his/her work area promptly upon completion of the investigation of the grievance. A steward who has been assigned to investigate a grievance shall also be allowed to leave his/her work area, without any loss of time or pay, in order to attend grievance conferences, arbitration hearings, and conferences with supervisory personnel regarding the grievance. Written grievances shall be prepared by stewards or alternate stewards during non-work hours.

### **ARTICLE 4 – SENIORITY**

SECTION 1: All new employees shall be required to serve a probationary period of ninety (90) calendar days, during which time the Employer retains the sole right to

terminate such employees with or without cause and without recourse to the grievance procedure under this Agreement. Upon completion of the ninety (90) day probationary period, the employee's seniority shall date back to the original date of hire. All absences during the period of probation shall extend the probationary period on a day for day basis. There shall be no seniority among probationary employees.

SECTION 2: The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment as prescribed under this Agreement, except matters which involve discipline or employment termination, other than for Union activity.

SECTION 3: There shall be one (1) seniority list for each job classification. The employer shall post the seniority list for each job classification. The seniority list provided for each job classification shall be deemed to be accurate and binding upon the Union, Employer, and bargaining unit employees, unless the Union or an employee files a written objection to the seniority list within thirty (30) days of the date posted. Any dispute regarding the accuracy of a seniority list shall be subject to the grievance procedure. Upon request of the Union or the Union Steward the Employer shall provide the Union with up to date seniority lists.

SECTION 4: All employees shall be included on one (1) seniority list for the job classification which they currently hold.

SECTION 5: Seniority is defined as the accumulative length of time an employee has been employed by the Employer in a position covered by this Agreement. If employees have equal seniority, ties will be broken by giving preference to employees with the lowest last four (4) digits of their social security numbers.

SECTION 6: Seniority shall be lost for the following reasons:

- If the employee quits or retires:
- If the employee is discharged for just cause:
- If the employee is absent three (3) consecutive workdays without notifying the Employer:
- If the employee fails to report to work when recalled from layoff as set forth in the recall procedure.
- If the employee has not returned from a sick leave or leave of absence within three (3) days of the scheduled return date.
- If the employee is laid off for a continuous period equal to the employee's accumulated seniority or twelve (12) months, whichever is less.

**ARTICLE 5 -- LAYOFF AND RECALL**

SECTION 1: For purposes of this Agreement layoff shall be defined as a reduction in the workforce which is due to a decrease of work, a reduced need for staff in a particular job classification, or a reduction or limitation of program funding. When the Employer determines that it is necessary to lay off employees in a particular job classification, the procedures described in this article shall be followed.

SECTION 2: Employees will be laid off on the basis of job classification seniority, with employees who have the least amount of job classification seniority being laid off first, provided that employees who are being retained are capable of performing the available work and meet the qualifications required for the position. No full-time or part-



time seniority employees shall be laid off from the job classification being reduced while there are probationary full-time or part-time employees employed in the affected job classification..

SECTION 3: In the event it becomes necessary to layoff an employee for a period that the Employer reasonably determines to be in excess of five (5) work days, the Employer shall provide the employee and the Union with a written notice of the layoff at least seven (7) calendar days prior to such layoff. In the case of an emergency or other unforeseeable circumstance where the Employer does not know the need for a layoff more than seven (7) days prior to such layoff, prior notice of layoff to the employee shall not be required.

SECTION 4: Employees will be recalled from layoff in line with job classification seniority in reverse order. In the event a laid off employee declines reinstatement or recall from layoff, or does not return to work within three (3) days of the date that he/she has been scheduled to report to work, the employee shall be deemed to have voluntarily resigned his/her employment, and the Employer's employment obligation to such laid off employee shall cease.

SECTION 5: Employees on lay off shall notify the Office of Human Resources of any change of address in order to afford the Employer the ability to notify said employee of recall. Failure to do so by the employee shall constitute a waiver by the employee of his/her right to recall. In the event that a laid off employee finds other gainful employment and would not accept a recall from layoff, the employee shall notify the Employer, in writing , and their name shall be withdrawn from the recall roster.

SECTION 6: All notices of recall from layoff shall be by certified mail, return receipt requested delivery, to the employee's last known address, at least one (1) week prior to the date that the employee is scheduled to return to work. A copy of all notices of recall shall be provided by the Employer to the Union.

SECTION 7: Upon written request, the Employer also agrees to meet with the Union to discuss the impact of any layoff of Union members.

SECTION 8: In the event of a lay off in excess of five (5) working days, laid off employees may exercise bumping rights which shall be defined as the right to fill the position of the least senior employee in another job classification within the bargaining unit; provided, that the bumping employee has seniority in the other bargaining unit classification and has the ability to perform the requirements of the job within a ten (10) day training period.

## **ARTICLE 6 -- DISCIPLINARY PROCEDURE**

SECTION 1: The Employer shall assess employee discipline based upon the nature and seriousness of the offense, as well as the prior disciplinary record of the employee, if applicable. Also, discipline shall be corrective in nature, rather than punitive. Whenever such disciplinary action is contemplated, the employee, where circumstances permit, will be offered an interview to make the employee aware of such charges, including a description of the suspected misconduct and reference to the rule or rules, if specific Rules of Conduct are involved. During the interview, the employee will be given an opportunity to answer the charges for which he or she is being suspended or disciplined.

SECTION 2: Employees being spoken to concerning disciplinary action shall be entitled to Union representation during the interview, upon request. The interview will be held in a private office and whether called or not, the Union will be notified in writing of any disciplinary action against any employee within twenty-four- (24) hours of interview. Grievances concerning termination action must be filed within ten (10) working days after the date of termination.

SECTION 3: Should the disciplined employee or the Union consider any disciplinary action to be without just cause, the matter may be processed through the regular grievance procedure.

## **ARTICLE 7 -- GRIEVANCE AND ARBITRATION PROCEDURE**

SECTION 1: DEFINITION OF GRIEVANCE. For purposes this Agreement, a grievance shall be defined as a complaint or a dispute concerning an alleged violation of a provision of this Agreement or Employer policy

SECTION 2: REVIEW PROCEDURE. All grievances shall be processed in the following manner:

**Step 1:** An employee with a grievance, with or without a steward at the employee's option, shall discuss the matter with his/her supervisor within ten (10) work days of the incident or from the date that the employee reasonably should have had knowledge of the incident which gave rise to the grievance. Any resolution of a grievance shall not be inconsistent with this Agreement.

**Step 2:** If no satisfactory resolution is achieved within ten (10) work days of the date the employee met with his/her supervisor, the grievance must be reduced to a

written grievance by a Union Steward, and such grievance must be submitted to the supervisor within ten (10) work days of the employee's meeting with his/her supervisor. Such a grievance shall be written and shall state the nature of the complaint by giving a brief factual account of the situation, citing the section(s) of the contract involved, and specifying the relief requested. The grievance must be answered by the employee's supervisor or his/her designee, and submitted to the Union within ten (10) work days after the grievance was received.

**Step 3:** If the grievance is not satisfactorily resolved at Step 2, the grievance may be appealed by submitting the written grievance to the Executive Director within ten (10) working days after receiving the Employer's answer in Step 2. The Executive Director or his/her designee and the employee, together with the representatives of the union, shall discuss the grievance and the possible resolution of the grievance. If desired, the parties may have non-employee representatives present at this meeting. The Executive Director or his/her designee shall answer the grievance within ten (10) working days after the meeting.

**SECTION 3: POLICY AND DISCHARGE GRIEVANCES.** If the grievance concerns a group of employees or the bargaining unit as a whole, or the discharge of an employee, the Union shall file a grievance in writing as outlined in Step 2, with the Executive Director within ten (10) working days after reasonable discovery of the events which gave rise to the grievance. Grievances filed under this section shall then be processed in accordance with Step 3.

**SECTION 4: NOTICE OF ARBITRATION.** If the grievance is not satisfactorily resolved in Step 3, the Union may request arbitration by notifying the Executive

Director, in writing, within ten (10) calendar days of receipt of the Employer's answer in Step 3.

**SECTION 5: SELECTION OF ARBITRATOR.**

(A) The Union and the Employer agree to maintain an arbitration panel consisting of four (4) mutually selected arbitrators for the purpose of hearing all grievance arbitration cases brought under this provision. Each arbitrator on the panel shall be assigned a grievance arbitration case in alphabetical order on alternating basis. If an arbitrator on the panel is not able to hear a grievance arbitration case as prescribed in this Agreement, the next arbitrator on the list of arbitrators shall be assigned the case. Each arbitrator shall remain on the list of arbitrators for a period of twelve (12) months commencing on January 1<sup>st</sup> of each year. Either party may remove a name from the list with written notice to the other party during the month of January of each year. Any arbitrator who is removed from the arbitration list shall be replaced by an arbitrator mutually selected by the Employer and the Union. Any grievance which is scheduled to be arbitrated before an arbitrator who has been removed from the arbitration list shall be heard by such arbitrator before an arbitrator unless the parties mutually agreed to have such grievance arbitrated by a different arbitrator, and also agree to equally share in any hearing cancellation costs. An arbitrator assigned to hear a case may be replaced by another arbitrator from the arbitration panel by mutual agreement of the parties. If the parties are unable to mutually select an arbitrator to serve on the arbitration panel, the services of the Michigan Employment Relations Commission (MERC) will be utilized by the parties for the purpose of making the selection of an arbitrator to serve on the panel.

(B) All arbitration hearings shall be conducted in accordance with the rules and regulations of the American Arbitration Association. The arbitrator will be requested to make a reasonable effort to issue his/her written ruling within thirty (30) calendar days following the conclusion of the arbitration hearing for arguments in the case.

(C) The decision of the arbitrator shall be final and binding upon the Employer and the Union, and the aggrieved employee or employees. The arbitrator is strictly prohibited from adding to, subtracting from, or altering any of the provisions of this Agreement. The arbitrator shall identify in his decision the specific and expressed terms of the contract upon which he relies and on which he is empowered to rule. The decision of the arbitrator shall be enforceable as the Agreement of the parties, at law or in equity, in any Court having jurisdiction thereof.

(D) The arbitrator's fee and expenses shall be borne equally by the Union and the Employer. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the parties incurring them, except as otherwise provided in this Agreement.

(E) Any award of back wages in the event of discharge or disciplinary suspension may, in the discretion of the arbitrator, commence with the date of discharge or disciplinary suspension; and any award of back wages in the event of a grievance alleging a paycheck discrepancy shall be limited to a period of sixty (60) calendar days prior to the pay period in which the grievance was filed, but in no event more than thirty (30) calendar days prior to the end of a programs year for the program which provides funding for the position of the grievant. Any other award of back wages made by the arbitrator shall be limited to the date commencing from the beginning of the

pay period preceding the pay period in which the grievance was filed. Any award of back wages shall be limited to the amount of wages the employee would otherwise have earned from his employment with the Employer, less any unemployment compensation or compensation for personal services that the employee may have received from any source other than supplemental income during the period.

Compensation received for personal services from a source that the employee was receiving prior to any termination or suspension, limited to the amount of compensation previously earned, shall not apply.

SECTION 6: ARBITRATION HEARING. The Employer and the Union will cooperate to ensure the right of either party to adequately prepare or present its position at the arbitration hearing. However, any witnesses as may be requested by either party shall be scheduled to testify so that lost time from work will be minimized. Upon completion of testimony (direct or rebuttal if required), the witness shall be excused from work to attend the hearing other than to serve as a witness. The Employer will pay lost time for any witness employed by the Employer who is called to testify by the Employer during and arbitration hearing.

SECTION 7: TIME LIMITATIONS. The time limits established in the grievance procedure shall be followed by the parties hereto. In the event the Employer does not respond to a grievance within the time required under this Article, the grievance shall be considered advanced to the next step. If the Union does not adhere to the time limits provided under this Article, the grievance shall be considered withdrawn, with prejudice, by the Union. The time limits established herein may be extended by mutual agreement in writing.

SECTION 8: EXCLUSIONS FROM ARBITRATION. The following shall not be subject to arbitration:

- Matters respecting the administration of the provisions of the insurance coverage, except carrier financial responsibility to honor claims of Employer failure to maintain continuity of coverage; and
- Matters in which a civil remedy is pursued by a grievant, at law or in equity, in any state or federal court, which involves a claim which could have been pursued on behalf of the grievant by the Union based upon a provision of this contract.

## **ARTICLE 8 -- JOB VACANCY AND POSTING**

SECTION 1: NOTICE. In the event a new position is created or the Employer elects to fill a vacant position in the bargaining unit, notice regarding the position will be posted on the main bulletin boards of the Employer's Central Head start Office, in each worksite, and included in each employee's paycheck. To ensure preferential consideration for employees who may be interested in such opportunities, such notices will be posted for a minimum period of ten (10) work days, commencing with the date the notice is included in employee's paychecks. The notice shall include a description of the job duties, wage range, and the prerequisite educational experience requirements. The Employer shall mail a copy of the notice to the Union on the posting date, or as soon as possible thereafter.

SECTION 2: BIDDING. Any non-probationary employee who meets the



qualifications of a new or vacant position in the bargaining unit may bid on the posted job by making written application within the time limits specified in the job posting. The Employer will award the position to the most senior employee who has bid and is qualified to perform the duties of the position.

**SECTION 3: TEMPORARY ASSIGNMENTS.** The Employer may temporarily fill a job vacancy or a new position in the bargaining unit for a period of thirty (30) work days, during which time the Employer shall make every reasonable effort to fill such vacancy or newly created position as described herein. If additional time is needed, the Employer may extend the period of such temporary assignment by providing the Union with a notice stating the reason why the vacancy or newly created position was not filled within the aforementioned time period. The Union may call a special conference to discuss any problem areas with respect to temporary assignments. Non-probationary employees transferred to a higher rated job classification for more than one (1) work day shall be paid the rate of such classification at the earliest step that will result in a rate increase of at least \$0.10 per hour.

## **ARTICLE 9 --- EMPLOYEE RECORDS**

**SECTION 1: RIGHT TO REVIEW.** The Employer acknowledges that each employee is entitled to review his/her own personnel record, as prescribed by the Michigan Employee Right to Know Act in the Human Resources Department. If there is a disagreement with the information contained in a personnel record, removal or correction of that information may be mutually agreed upon by the Employer and the employee. If an agreement is not reached, the employee may submit a written

statement, of not more than five (5) pages, explaining the employee's position.

SECTION 2: COPIES, FEES: After reviewing his/her personnel record, an employee may receive a copy of all or part of the information contained within the record but may not remove any item from his/her record. The Employer agrees to provide the first copy to the employee without cost.

### **ARTICLE 10 -- WORK RULES**

SECTION 1: The Union recognizes the Employer's right to establish reasonable rules and regulations, not consistent with the terms of the collective bargaining agreement between the parties, for the purpose of maintaining order and discipline. The penalties under such rules concerning discipline shall be progressive in scope. The Employer shall give the Union and the Employees at least seven (7) calendar days advance notice of the effectiveness of such rules and regulations. Prior to the date that the Employer's rules and regulations go into effect, The Union may request a special conference with the Employer to discuss the rules and regulations, and such conference will be held on a mutually agreed upon date prior to the effective date of the rules and regulation, if possible.

SECTION 2: The Union reserves the right to question the reasonableness of any such rule and regulation through the grievance procedure, including arbitration.

SECTION 3: A copy of all work rules shall be maintained in the Head Start central office and available for review by the employees.

## **ARTICLE 11--- BULLETIN BOARDS**

SECTION 1: The Employer shall provide a bulletin board at each Employer-owned facility for the benefit of the Union to be used solely for the purpose of posting notices pertaining to the following Union Matters:

- Union recreational or social affairs;
- Union nominations or elections and results of such elections and nominations;
- Union appointments; and
- Union affairs or contract issues;

SECTION 2: The Employer agrees that the Union shall be allowed to use, for purposes described in Section 1, appropriate space on not more than one (1) designated bulletin board presently used by Employer at Employer-leased facilities; provided however, that the presence and use of such bulletin boards shall be subject to the approval of the respective lessors and related lease agreements pertaining to such facilities.

SECTION 3: The Union agrees that it shall be responsible for the maintenance of Union bulletin boards and that it shall not post anything derogatory or detrimental to the Employer. The Union also agrees that all materials posted by the Union shall be signed by the Bargaining Union Chairperson or designee.

## **ARTICLE 12 --- SEVERABILITY**

If any section, sentence, clause or phrase of this Agreement conflicts with, or is held by a court to be in violation of or contrary to, municipal, state, or federal acts, statutes, ordinances or regulations, such section, sentence, clause or phrase shall be considered void and all other sections of this Agreement and Letters of Understanding shall remain in full force and effect during the term of this Agreement.

## **ARTICLE 13 --- NO STRIKE/ NO LOCKOUT**

SECTION 1: Union officials, Union members, individually and collectively, shall not, under any circumstances during the life of this Agreement, encourage, condone, cause, authorize or take part in any work stoppage, sit-down, stay-in, slow-down, strike, or any curtailment of work at the Employer's facilities.

SECTION 2: If any employee or employees take part in any activity in violation of the above provision, any such action shall be cause for discharge or other discipline as established by the Employer. An employee who believes that discharge or other discipline by the Employer concerning him was not justified, shall have recourse to the appropriate grievance procedure.

SECTION 3: If any employee or employees represented by the Union should violate this Article, the Union will take positive measures to effect a prompt resumption of work.

SECTION 4: The Employer agrees that, in consideration for the performance by the Union of its responsibilities herein defined, there will be no lock-out during the life of this Agreement.

## ARTICLE 14 – HOURS OF WORK

SECTION 1: NORMAL WORKWEEK: The normal workweek will consist of between 24 and 40 hours per week.

SECTION 2: OVERTIME HOURS. Hours worked in excess of forty (40) hours in any one week (seven (7) calendar days- Sunday through Saturday) or eight (8) hours in any one day will be paid at the rate of one and one-half (1 ½) time the employee's regularly hourly rate of pay. All overtime and time worked in excess of an employee's normal daily shift must be previously approved by the Executive Director or designee.

SECTION 3: COMPENSATORY TIME. Compensatory time off, in lieu of overtime compensation, may be requested by employees. Compensatory time off approved by the Employer will be taken at the rate of one and one-half (1 ½) times the hours worked in excess of forty (40) hours during a work week or eight (8) hours in a work day. A request for scheduled compensatory time must be submitted in writing and approved in advance by an employee's supervisor. Upon request from an employee, the Employer will approve the request, unless the time off would disrupt or impair operations.

SECTION 4: LUNCH PERIOD. Employees who are required to eat lunch with children shall be paid during their lunch period.

## ARTICLE 15 – INCLEMENT WEATHER

In the event that the facilities are closed due to inclement weather or other acts of God, the employees shall not be required to report to work and shall receive their regular pay for all hours missed.

## **ARTICLE 16 – WITNESS AND JURY DUTY**

SECTION 1: Any employee who is subpoenaed as a witness or summoned for jury duty shall be granted a leave of absence to serve as required. Leave of absence for witness or jury duty shall be with full pay.

SECTION 2: An employee who spends time in court at the request of the Employer, on behalf of the Employer, or for matters arising out of the employee's responsibilities to the Employer, shall receive his/her regular wage for the time in court attendance.

## **ARTICLE 17 – HEALTH EXAMINATION**

SECTION 1: To ensure the safety of employees and the general public or for other work-related reasons, the Employer may require an employee to submit to a health examination and/or health screening by a physician or health care facility selected by the Employer, at the Employer's expense. If such examinations and/or screenings are performed during work hours, they shall be without any loss of time or pay to employees. All employees shall attend their examination and/or screening as scheduled by the Employer or such physician or health care facility.

## **ARTICLE 18 – NEW HIRE ORIENTATION**

The Employer shall notify the Union of all new hire orientations involving bargaining unit employees. During or at the conclusion of such orientations, the Union shall be provided an opportunity to have one elected or appointed Union representative meet with such employees for the purpose of providing information and answering questions about the Union, the collective bargaining agreement, and other related

matters. The parties agree that such meetings shall not last more than twenty (20) minutes.

## **ARTICLE 19 – MILEAGE**

Employees who use their personal vehicle in the performance of their duties shall be reimbursed for mileage at the approved IRS rate.

## **ARTICLE 20 – UNPAID LEAVES OF ABSENCE**

**SECTION 1: LEAVE OF ABSENCE FOR UNION ACTIVITY.** Any full time non-probationary employee elected to a permanent office in, or as a delegate to any Union activity necessitating a leave of absence not exceeding one (1) year, shall accumulate seniority. Such leaves of absence shall be unpaid without benefits (accrued or otherwise), and shall be granted by the Employer upon request by an officer of the Union.

The Employer agrees to grant forty (40) hours of paid Union leave per year.

**SECTION 2: UNPAID PERSONAL LEAVE.** An unpaid personal leave of absence, not to exceed one (1) year, shall be granted by the Employer to non-probationary employees for sickness, disability, personal reason, or other approved absences. Except as provided for in the FMLA, after sixty (60) calendar days of an unpaid leave, employee benefits shall not be accrued or paid and seniority shall not accumulate during the remainder of the leave. An employee desiring such leave must make a specific request at least two (2) weeks in advance of the time when the proposed leave is to commence, unless unforeseen extenuating circumstances prevent otherwise. An employee on personal leave must exhaust all paid leave time

before unpaid leave commences. The employee may also elect to continue coverage of his or her present group health and dental insurance benefits after sixty (60) days by reimbursing the Employer for the amount of the premium.

SECTION 3: MILITARY LEAVE. A leave of absence, without pay, shall be granted in accordance with applicable state or federal statutes to non-probationary full-time employees who enter the military service of the United States.

SECTION 4: FAMILY AND MEDICAL LEAVES ("FMLA"). The Employer will abide by the applicable terms and provisions of the U.S. Family and Medical Leave Act and will apply such terms to all non-probationary bargaining unit employees who are eligible and apply for such unpaid leaves.

SECTION 5: ALL OF THE ABOVE LEAVES OF ABSENCE ARE GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

- All leaves must be granted in writing and signed by the Management of the Employer; one copy to be given to the Employer, one to the bargaining agent, and one to the employee involved.
- Any employee on leave may return to work in line with his or her seniority upon expiration date of the leave or before, provided not less than ten (10) working days notices is given to the Employer.
- In no case shall a leave of absence be held valid if an employee accepts work from another employer during the time of such leave unless mutually agreed upon between the Employer and the employee before such leave starts.
- Any employee who has been granted a leave of absence shall be returned to their regular job at the current rate of pay on return to work.



Any employee who performed the job of an employee on leave shall be returned to his or her previous job.

## ARTICLE 21 – HOLIDAYS/VACATION

SECTION 1: Active non-probationary full-time employees and part-time employees who are normally scheduled to work a minimum of thirty (30) hours per week shall be eligible to receive holiday pay for the following recognized holidays, subject to the remaining provisions of this Article:

Recognized holidays will normally be observed on the day designated by the federal government.

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day and Day After
Dr. M.L. King Birthday	Christmas Eve
½ Day Good Friday	Christmas Day
Memorial Day	

SECTION 2: For each of the recognized holidays listed in this Article, the employer shall grant holiday pay to eligible employees in an amount equivalent to such employees' straight-time rate of pay for regularly scheduled workday.

SECTION 3: Employees who are eligible to receive holiday pay and who work on a holiday listed in this Article shall be paid time and one-half (1½) times their regular straight time hourly rate of pay for all holiday hours worked.

Section 4: Vacation days (mandatory): Christmas Break, Mid-Winter Break, Spring Break.

## **ARTICLE 22 - PAID PERSONAL/SICK TIME**

Section 1: Non-probationary full-time employees shall earn one (1) sick leave day for each month of employment to a maximum of 12 days per year.

Unused days shall accumulate.

Section 2: One (1) Personal business day, non-cumulative which if not used, will not carry over to the following year.

## **ARTICLE 23 – FUNERAL LEAVE**

An employee shall be allowed up to five working days as funeral leave for a death in the immediate family. Immediate family is defined as follows: mother, father, wife husband, brother, sister, son, daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren or a member of the employee's household. An employee shall be allowed one working day for the death of an aunt, uncle, cousin.

## **ARTICLE 24 – INSURANCE**

The Employer will provide Priority Health insurance to eligible employees and their sponsored dependents. This includes short-term and long-term disability coverage, dental and vision coverage for employees only.

## **ARTICLE 25 – DURATION**

This Agreement shall become effective upon ratification by both parties and remain in full force and effect up to and including June 30, 2008 unless funding is no longer available for the Headstart Program, and shall be automatically renewable from year to year unless either party shall serve notice upon the other party, in writing, at least sixty (60) days prior to the

expiration of the Agreement of its intent to amend, modify, or terminate this Agreement. Upon such notice the parties will schedule a meeting for the purpose of negotiating the terms of a new Agreement within thirty (30) days of the receipt of such notice.

Muskegon Heights Board of Education

S.E.I.U. Local 517M

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*Jim Kelso*  
 Program Coordinator

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12-5-05

Date

Date

**APPENDIX A – WAGES**

Effective 2005-06 school year: 1% across the board wage increase  
 Effective 2006-07 school year: 1% across the board wage increase  
 Effective 2007-08 school year: 1% across the board wage increase  
 Effective upon full execution of the Agreement, all eligible employees will receive a \$150.00 signing bonus.

Classification	Starting Rate	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years	After 7 Years
Facilitators	12.00	12.42	12.74	12.74	12.74	12.87	13.00	13.13
Associates	9.50	9.83	10.09	10.09	10.09	10.19	10.29	10.39
Advocates	11.50	11.90	12.21	12.21	12.21	12.33	12.45	12.57