

## COLLECTIVE BARGAINING AGREEMENT

**THIS AGREEMENT** is made as of the date hereinafter set forth by and between the **CONSTANTINE PUBLIC SCHOOLS**, Constantine, Michigan, acting by and through its Board of Education (“employer”) and the **BUILDING SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517M** (“union”).

### ARTICLE 1

#### PURPOSE AND RECOGNITION

- 1.1 **Purpose.** The general purpose of this agreement is to promote orderly and peaceful relations between the employer and the employees for the mutual benefit of the public, the employer, the union, and the employees.
- 1.2 **Recognition.** The employer recognizes the union as the sole and exclusive collective bargaining representative shown in regard to wages, hours, and other conditions for all regular employees in the following departments:

<u>Department</u>	<u>Classification</u>
Facility Support	Custodial, Maintenance
Educational Support	Educational Aides
Mechanic	Fleet Technician (full time)

- 1.3 **Other agreements.** This agreement shall supersede any rules, regulations or practices of the employer which are contrary to or inconsistent with its terms.

### ARTICLE 2

#### UNION RIGHTS AND RESPONSIBILITIES

- 2.1 **Union Rights.** The union shall have in addition to other rights expressly set forth herein the following rights:
- 2.11 **Meeting Facilities.** The use of school meeting facilities at reasonable hours for meetings of bargaining unit employees provided that such use shall be without cost to the employer and shall not interfere with community or educational use of the facilities. The union agrees to comply with all rules and regulations established by the employer for use of school facilities.
- 2.12 **Employee Communications.** The union shall have the right to communicate with bargaining unit members through the use of designated bulletin boards, or sections thereof. All union materials shall bear the name of the union and the name of the person authorizing the posting or the distribution thereof. No union materials of any kind shall be displayed on or about the physical facilities of the employer except on the designated bulletin boards and no displayed materials shall be derogatory to the employer or to any employee. The union shall save and hold the employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials.

- 2.13 **Employer Communications.** The employer agrees to communicate and provide the Union's Main Branch current and new member information (on a monthly basis) via electronic transmission of the following: Member names, addresses, rate of pay, and hire date. Also, whenever a leave, transfer, or new hire occurs, the District Business Office will notify the Unit President within five (5) business days of the occurrence.
- 2.14 **Lockers and Washrooms.** The employer agrees to provide locker and washroom facilities for all employees covered by this Agreement. In the event of a dispute between the Employer and the Union relative to the adequacy of such facilities, the said dispute shall be resolved according to terms of the contract enforcement procedure.
- 2.15 **Telephones.** Telephones shall be available for bargaining unit employees use at all times for emergencies or school business purpose.
- 2.2 **Union Responsibilities.** The union shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:
- 2.21 **Union Representatives.** The union shall promptly notify the employer (Superintendent's office) in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.
- 2.22 **Concerted Activities.** The union agrees that until a new agreement is executed that:
- A. It will in good faith cooperate with the employer in attempting to assure that reasonable work standards, schedules, and the rules and regulations of the employer are complied with and
  - B. That it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the employer.
- 2.23 **Union Activities.** Except by the express agreement of the employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any union activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives of the union from having such reasonable contact with members of the union as shall be necessary to ascertain that the terms of this agreement are being observed.
- 2.3 **Union Security.**
- 2.31 **Employee Representation.** Each employee shall have the right to freely join or refrain from joining the union. No employee shall be discriminated against by reason of joining or refusing to join the union. The union is required by law to represent all employees in the bargaining unit fairly and equally and without regard to an employee's union membership. Therefore, a representation fee to be used for the purpose and on the conditions herein set forth shall be deducted from the pay of each employee without any separate employee authorization.
- 2.32 **Representation Fee Selection.** Each employee shall select one of the following representation fee options upon completion of the employee's probationary period:
- A. Union membership fee. The fee shall be the dues uniformly required for members of the union,
  - B. Agency service fee. The fee shall be the amount certified by the union as the proportionate member cost for the negotiation and administration of this agreement, subject to the limitations and adjustment herein provided; or
  - C. Community service fee. The fee shall be the same amount as the agency service fee and shall be paid by an employee who certifies in writing that he or she has sincere religious objection within the confines of the law to joining or financially supporting a labor organization. The fee when finally determined shall be deposited in the SEIU Community Service Fee Activity Fund maintained by the employer. Dispersal of funds from this account must carry approval signature of the Superintendent and the SEIU local President and must be used to support student activities.

If an employee fails to make a selection, the employee shall be deemed to have selected the payment of the agency service fee. The representation fee selected by an employee shall remain in effect until revoked by the employee in writing.

- 2.33 **Service Fee Adjustment.** The union shall certify to the employer prior to the collection of the agency service fee or community service fee the estimated service fee, for the current contract year. The service fee shall not exceed 90 percent of the union membership fee.
- 2.34 **Service Fee Employees.** Each employee who has paid an agency or a community service fee shall be entitled to participate without discrimination as provided by State and Federal Statutes.
- 2.35 **Committee on Political Education (COPE)**
- A. During the term of this agreement, the Employer will honor a written authorization signed by any Employee for the deduction of voluntary committee on political education (COPE) and/or SEIU Local 517M Political Action Committee contributions to the Union. Such written authorization shall be on a form consistent with federal law and this Agreement, and shall be in accordance with the standard form submitted to the Employer by the Union.
  - B. The Union shall notify the Employer, in writing, of the amount of voluntary COPE contributions to be remitted to the Union. The Employer will cause such voluntary contributions to be remitted at the same time all other monthly remittances are forwarded to the Union, together with a written statement of the names of the Employees from whom deductions were made.
- 2.36 **Payroll Deduction.** The amount of each payroll deduction shall be uniform in amount for all employees making such election and a service fee installment shall not be proportionately greater than a union membership fee installment. The union shall certify in writing to the employer the amount of each installment to be deducted. The employer shall transmit within 20 days the total deductions made to such person as shall be designated by the union in writing. The employer assumes no responsibility for any error in making any deductions other than to correct such errors in any subsequent deductions. In the event of overpayment, the union agrees to refund any such overpayment within 20 days.
- 2.37 **Indemnification.** The union will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental cost of prosecution or defense of any liability resulting from the prosecution or defense of any action enforcing the provisions of this article.

### ARTICLE 3

#### EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 3.1 **Employee Conduct and Discipline.**
- 3.11 **Employee Conduct.** Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that they include the following:
- A. The performance of all duties with reasonable diligence and in a workmanlike manner.
  - B. The prompt notification of the employer of any physical or mental condition of the employee which may temporarily or permanently impair the ability of the employee to adequately discharge his/her responsibilities.

- C. The prompt notification of the employer of any condition in the physical facilities of the District which may cause injury or damage, or which may be required to be corrected in order to provide proper maintenance.
- D. The prompt notification of the employer of any misuse, abuse, or illegal use of any of the physical facilities of the District for which the employee has responsibility.
- E. The avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence, and the prompt reporting of any such tardiness or absence to the employer.
- F. Compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this agreement including rules and regulations which may be from time to time adopted by the employer, which rules shall be conclusively deemed to be reasonable if no objection thereto has been filed in writing by the union within ten (10) days after posting.

3.12 **Disciplinary Action.** Any employee who does not maintain proper standards of conduct and work performance shall be subject to such disciplinary action as the employer shall determine, including, but not confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion, or discharge. Discipline (except as the seriousness of an offense in the opinion of the employer shall otherwise require) shall be progressively applied. An employee shall have the right to defend him/herself in any disciplinary proceedings and shall not be disciplined, reprimanded or reduced in rank without just cause.

3.2 **Personnel Files.** The employer shall establish and maintain an official personnel file for each employee in accordance with the following guidelines:

- A. An employee shall have the right upon prior request to review the contents of his personnel file. A representative of the union may accompany the employee at the request of the employee. The file shall be reviewed in the presence of a representative of the employer.
- B. An employee shall be notified if the employer intends to insert any materials in the personnel file which adversely reflect on the character of the employee's services.
- C. Within five (5) days following notice of the intention to insert such adverse material, an employee may request a meeting with the employer. Prior to the meeting, the employee shall be furnished a copy of the material for review. If the objectionable material is not withdrawn or modified in a manner satisfactory to the employee and the employer, the employee shall have the right within 10 days following the conclusion of the conference to have inserted in the personnel file a statement concerning such material.

3.3 **Safety.** The employer shall make reasonable provisions for the health and safety of its employees during the hours of their employment. The employer will cooperate with the union in investigating health and safety conditions and will carefully consider any recommendations made by the union in respect thereto. The union will cooperate in assisting and maintaining the employer's rules regarding health and safety.

3.4 **Employee Rights and Responsibilities.** Quarterly Meetings. The parties may, by mutual agreement, arrange special meetings for the discussion of important employee/employer concerns. Such meetings are to be scheduled on the calendar every three (3) months and arranged by the Union President and the Superintendent or his designee. Such meetings shall consist of one (1) member from each classification, the Union President, a supervisor and the Superintendent.

Additional meetings may be called by the employer as deemed necessary with any classification group.

## ARTICLE 4

### MANAGEMENT RIGHTS

The employer has the final responsibility for the direction and control of all aspects of the affairs of the school district and except as otherwise expressly provided in this agreement, the employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and constitution of the State of Michigan or of the United States of America and all rights and powers to manage, utilize and direct the activities of its employees.

## ARTICLE 5

### DUTIES AND WORK PROCEDURES

5.1 **General Duties.** The general duties of each employee shall include those activities within the employee's work classification which may be from time to time assigned by the employer.

5.2 **Work Scheduling.** The beginning and end of the work week and work day shall be as scheduled from time to time by the employer, provided, however, that an employee shall receive reasonable notice of any change in the work schedule and the right to mutually agree.

5.21 **Facility Support Staff** work week (Monday – Friday) shall consist of forty (40) hours. Time and one half (1 ½) shall be paid for all hours worked in excess of forty (40) hours in any one payroll week beginning Monday – Friday. All hours beyond forty (40) in weekly pay period, must have prior approval of the employee's immediate supervisor. In a part-time position, the hours will be mutually agreed upon by both individual employee and the administrator. Nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work per day or forty (40) hours of work per week.

There shall be one (1), fifteen minute rest break for each four (4) hours worked.

5.22 **Educational Support Staff** work day shall be seven (7) hours. Nothing contained herein shall be construed to constitute a guarantee of seven (7) hours of work per day or 35 hours of work per week (Monday – Friday). In part-time positions, the hours will be determined by the administrator.

The work day may be interrupted by a lunch period of 25 minutes and rest periods of 15 minutes for each 3 ½ hours worked daily. The employee's supervisor will approve this schedule so as not to interfere with the operation of the educational process.

When Educational Support Staff are requested to work beyond their normal assigned times they will be paid straight time for the additional work, up to forty (40) hours worked per payroll week. Support staff will not be paid for volunteer hours worked when they are invited to participate in activities not part of their regular duties.

5.3 **Job Assignment.** The employer shall have the right to assign, transfer or promote employees within each department. The following procedure shall be observed, namely:

5.31 **Notice.** Notice of the availability of a position shall be posted on the department's employee bulletin boards within five (5) work days. A department employee shall have four (4) work days in which to make application during the school attendance year and ten work days during the summer. A copy of all postings shall be given to the union president.

- 5.32 **Qualifications.** If the employer determines that two (2) employees from the department are equally qualified, the most senior employee applicant shall be selected. If the employer determines that an employee applicant and an outside job applicant are equally qualified, the employee shall be selected, provided that there are qualified applicants or other employees available to fill the position to be vacated. For an employee to be eligible, he or she must have performed satisfactorily in his or her present classification or position, and must be qualified to perform the duties of the new classification or position. The employer will fill a position within a reasonable time after posting.
- 5.32a The employer will fill a posted position within 20 days after the close of the posting, when school is in session, or notify the bargaining unit of their intent to leave the position vacant.
- 5.33 **New Probationary Employees.** A new employee shall be on probation for 90 calendar days, provided that at least 30 work days of such shall have been served while school is in session.
- 5.34 **Trial Period.** Each transferred or promoted employee shall be on probation for 60 calendar days, provided that at least 20 work days of probation shall have been served while school is in session. The employer recognizes that an employee should maintain his seniority status when they voluntarily or are involuntarily promoted or transferred within a classification. If during the sixty (60) day trial period, an employee that has been promoted or transferred at the employer's request does not qualify for the position or requests that they be returned to their previous position, the employee shall be returned to the position they vacated. If during the twenty (20) day trial period, when school is in session, an employee who has been promoted or transferred at the employee's request does not qualify for the position or requests that they be returned, shall be returned to their former position with no loss of seniority.
- 5.35 **Other Transfers or Promotions.** The employer may temporarily transfer or promote an employee for a period not to exceed 90 work days. If an employee is involuntarily transferred or promoted, the employee shall have the right to be returned to his original job, subject to the rights of other employees under this agreement.
- 5.36 **Notification of Assignment.** Educational Support Personnel will be informed of their assignments by letter prior to August 15th. (Unusual circumstances may alter this). Changes in student enrollments may require adjustments in assignments after school begins.
- 5.37 **Unusual Duties.** If an employee is asked to perform work outside his or her normal duties, he/she may refuse if unable to perform said work and shall not be subject to disciplinary action.
- 5.4 **Jobs and Classifications.** The employer may establish, modify, or eliminate existing classifications or positions, and establish such new or revised job descriptions, specifications, classifications and rates of pay as may be appropriate provided that the action is not directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an employee within the same classification or position at more than one location with the district shall not constitute the modification or establishment of a new or revised job classification or position. The employer shall meet with the union within 45 work days after the establishment of any new or changed job for the purpose of discussing the rate and classification. The pay rate, when established, shall be retroactive.
- 5.5 **Productivity and Contracting.** The parties recognize the employer's obligation to the public to maintain and preserve at a reasonable cost the physical facilities of the district. Accordingly, nothing in this agreement shall limit the right of the employer to use such equipment, techniques and procedures or to contract or subcontract work as the employer may determine to be in the best interest of the public provided, however, that this provision shall not be used for the purpose of undermining the union nor to discriminate against any of its members.

- 5.6 **Jurisdiction.** In addition to the rights of the employer set forth in other provisions of this agreement, the employer shall have the right to use volunteers and to employ or otherwise engage the services of persons not covered by this agreement for the purpose of instructional training, job evaluation and experimentation, emergencies, or temporary help provided, however, that this provision shall not be used for the purpose of undermining the union nor to discriminate against any of its members.
- 5.7 **Notification of Absence.** An employee of this bargaining unit, if unable to report to work must notify their supervisor or the Superintendent's Office according to the following schedule:  
First Shift Facility Support Staff - At least 1 ½ hours before starting time.  
Second & Third Shift Facility Support Staff - At least 2 hours before starting time.  
Educational Support Staff - At least 1 hour before starting time.

The above guidelines are recognized as minimums and employees will give their supervisor as much advanced notice of an absence as possible.

## ARTICLE 6

### LAYOFF AND RECALL

- 6.1 **Determination.** If the employer determines that the number of employees in a department is in excess of its current requirements, the employer may reduce the number of employees in a classification.
- 6.2 **Layoff Procedure.** Employees in a department shall be laid-off as follows:
- 6.21 **Temporary Layoff.** If there is temporarily no work in an employee's classification or department, the least "senior" employee in the classification or department shall be the first laid-off, if the employer determines that there are qualified department employees remaining to meet the employer's requirements.
- 6.211 **Seniority.** Seniority shall be determined on length of service with the employer within employee classification. The school superintendent shall provide for the union, a revised and up-to-date seniority list of employees within the bargaining unit on July 1st of each year.
- 6.22 **Indefinite Layoff.** The district shall provide two (2) weeks notice of any indefinite layoff to the employee. Employees shall have the right to bump or fill a vacancy in a department if the employer determines that he or she is qualified to perform the duties of such and has the necessary seniority. The employer may delay any bumping to the end of a semester or to the end of a project if the bumping will disrupt the educational program or the completion of such project.

Compensation and fringe benefits shall be suspended during any layoff period; however, the District agrees to carry any current insurance coverage on the affected employee(s) through the end of the month in which the indefinite layoff occurs.

When it becomes necessary for a reduction of hours in any one classification, as defined in Article 1, Section 1.2, those hours shall be reduced from the lowest senior employee in such affected classification.

- 6.3 **Recall Procedure.** An employee shall be recalled to his or her department in the inverse order in which laid-off, unless the employee is not qualified for the open position. If the employee fails to report for work at the time specified (unless an extension is granted in writing by the employer), the employee shall be considered a voluntary quit. The obligation of the employer to recall a laid-off employee shall terminate twenty four (24) months following layoff.

- 6.4 **Change of Address.** It shall be the responsibility of each employee to notify the employer of any change of qualifications, address, or telephone number. The employer may rely on the information last furnished to the employer in writing by the employee.
- 6.5 **Hiring.** No new employee shall be hired into any classification in which there are seniority employees laid-off, provided those on lay-off are qualified to perform the work.
- 6.6 **Limitations.** The provisions herein set forth shall be subject and subordinate to all applicable laws, regulations, and to any agreements which the employer may have with any governmental agency.

## ARTICLE 7

### AUTHORIZED ABSENCE

Since the absence of an employee generally has an adverse affect on the quality of the employer's educational program, imposes increased responsibilities on other employees, and increases costs, it is the responsibility of each employee to avoid unnecessary tardiness or absence. The provisions herein set forth are not intended to reduce the responsibilities of an employee nor to provide a form of additional compensation. Rather, the provisions are intended to meet the legitimate, humanitarian and personal needs of an employee in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

- 7.1 **Leave Classifications.** An employee may be eligible to be absent for the following purposes:
- 7.11 **Sick Leave.** Sick leave shall be used for:
- A. Any physical or mental condition which disables an employee from rendering services, excluding any condition compensable by worker's compensation, or resulting from other employment. Sick leave may be used for disability resulting from pregnancy to the extent expressly required by law;
  - B. Any communicable disease which would be hazardous to the health of students or other employees; or
  - C. Physical examinations, medical, dental, or other health instrument which cannot be scheduled outside of the employee's regular work day.
  - D. A maximum of ten (10) days per school year for illness in the immediate family. **IN HARDSHIP CASES, A MEMBER OF THE BARGAINING UNIT MAY FILE A WRITTEN REQUEST, WITH THE BOARD, FOR USE OF ADDITIONAL ACCUMULATED SICK LEAVE DAYS. THE DECISION OF THE BOARD WILL BE FINAL AND THIS DECISION WILL NOT BE SUBJECT TO ARBITRATION.** Immediate family shall be defined as spouse, parents, children, brother, sister, mother-in-law, or father-in-law.
- 7.12 **Funeral Leave.** Funeral leave shall be used to attend the funeral of the deceased and/or participate in usual bereavement activities. Family funeral leave is intended for the death of the spouse, mother, father, child, step-child, brother, sister, grandparent, or current mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandchild. Non-family funeral leave is intended for other relatives or persons whose prior relationship to the employee would be sufficient to warrant the attendance of the employee at the funeral of the deceased.



- 7.13 **Personal Business Leave.** Business leave shall be used only for business or personal obligations which cannot reasonably be scheduled outside of the regular work day. It shall not be used for other employment or seeking of other employment or for social, recreational, vacation, medical/dental appointments or other similar purposes. A three (3) business day notice is required, except in the case of an emergency, where the supervisor may grant an immediate leave. Unused personal leave shall be added to the employee's accumulated sick leave.
- 7.14 **Meritorious Leave.** The employer may grant a leave of absence on its own motion or upon the request of an employee for meritorious reasons not otherwise herein provided. In determining whether to grant any such leave, the employer shall consider:
- A. The past performance of the employee;
  - B. The staffing needs of the employer;
  - C. The length of service of the employee and the probability that the employee will return to the services of the employer;
  - D. The purpose or purposes of the leave.
- 7.15 **Union Leave.** Upon the request of the union, the employer shall grant a leave of absence to an employee to conduct official union business related to the administration or negotiation of this collective bargaining agreement, including union training, conventions, workshops, schools, or similar activities related to official SEIU business, in accordance with the following guidelines:
- A. The absence of the employee shall not materially interfere with the discharge of the employee's employment responsibilities.
  - B. The employer shall not be required to grant more than eight (8) such union leave days in total during each school year nor grant leave on any one day to more than two (2) employees per classification or one (1) employee per building. A request for a leave shall be in writing not less than five (5) working days prior to the leave; however, this time may be shortened by mutual agreement between the Union and the Employer.
- 7.16 **Jury Leave.** Employees required to serve jury duty will receive the difference between their salary for the work time lost and the per day jury duty allowance. The employee must present records to the office showing dates and time served and jury pay received. Employees will be expected to return to work within a reasonable length of time (1 hour) after they are dismissed if all or a portion of their work schedule could still be completed.
- 7.17 **Military Leave.** Military leave and re-employment shall be granted according to State and Federal Statutes.
- 7.18 **Religious Services.** All employees will be allowed time to attend church on Good Friday afternoon. Their immediate supervisor must be notified at least one (1) day prior to Good Friday.
- 7.2 **Leave Compensation.** The eligibility of an employee to receive compensation and/or benefits for leave days shall be set forth on schedule "B". An employee shall not be eligible for compensation and/or benefits for any leave which does not comply with the terms of this agreement or of the written leave agreement. No payment for unused leave shall be made.
- 7.3 **Authorized Days.** The number of authorized leave days shall be as set forth on schedule "B". If an employee is tardy or absent without authorization, the employer shall have the right to deduct compensation as provided on schedule "A". No leave days shall be earned by an employee if an employee is on a leave of absence, laid-off, or otherwise not regularly providing services for the employer.

7.4 **Notice.** An employee shall give the employer notice of his desire to be granted a leave as soon as he or she is aware that leave will be required so that the employer will have the maximum time to provide for the employee's absence. The minimum notice for requesting a leave, excluding illness or other unforeseeable events, shall be 7 work days prior to the requested leave date, or the next regular board of education meeting, if board approval is required.

7.41 **Leave Limitations.** All leaves shall be subject to the following limitations:

- A. A leave may be terminated early only with the consent of the employer.
- B. An employee may be required to disclose the use of a leave day.
- C. Leaves shall be taken in 1 day increments, unless otherwise provided or agreed upon.
- D. The time for the departure and return of the employee, (except for personal illness, a family death or an emergency), shall assure continuity of instruction and shall be coordinated with the staffing needs of the employer;

7.42 **Leave Denials.**

- A. A leave may be denied if the request does not comply with the leave provisions.
- B. A leave for other than personal illness or a family death may be denied if the employer has failed to make adequate provision for the discharge of the employee's employment responsibilities during his or her absence.
- C. A business leave may be denied if the employer is reasonably unable to obtain an adequate substitute for the employee.

If a leave request is denied, the employee shall have the right to receive a written explanation. By mutual agreement with an employee, the employer may agree to termination of employment with a right to be reinstated on mutually agreeable terms.

7.43 **Written Records.** Leave requests shall be made in writing on forms furnished by the employer. The leave terms shall be in writing and approved by the employer and the employee prior to the commencement of a leave. A leave may be approved without a prior written request as a consequence of unforeseen circumstances or the inability of an employee to file a written request, provided, that a written application is thereafter filed.

7.44 **Verification.** The employee shall have the responsibility of verifying his or her eligibility for leave and any benefits due. If the employer determines that an employee knowingly withheld or misrepresented material information concerning the purposes or the employee's eligibility for leave or for any leave benefits, the employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the employee's leave benefits due or to be due under this agreement.

## **ARTICLE 8**

### **LABOR-MANAGEMENT CONTRACT ENFORCEMENT PROCEDURE**

8.1 **Objectives.** It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of the agreement which has not been resolved through the use of normal administrative procedures.

8.2 **Hearing Levels.**

- 8.21 **Informal Adjustments.** Prior to filing a written claim, the claimant shall meet with the party or the employee against whom such a claim is to be asserted for the purpose of attempting to adjust such alleged claim without further proceedings. The request for the meeting must be made within 10 days from the time of the event or the time the claimant reasonably should have known of the event.
- 8.22 **Written Claim.** If the claim is not satisfactorily resolved at the informal conference, the claimant shall have 10 days within which to file a written claim with the Superintendent of Schools, which claim shall include:
- A. An identification of the claimant(s);
  - B. The facts upon which the claim is based;
  - C. The applicable portion(s) of the agreement allegedly violated;
  - D. The specific relief requested;
  - E. The date of claim; and
  - F. The signature of the claimant.

A reply shall be filed within twenty (20) days from the receipt of the written claim.

- 8.23 **Formal Conference.** If the reply is not satisfactory and a request is made within 10 days from the receipt of the reply, a formal conference shall be held within 10 days from the receipt of a conference request. The purpose of such formal conference shall be to seek a positive and constructive disposition of the claim and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the claim shall be in writing. If the parties are unable to reach agreement, the party or employee against whom the claim is filed shall file a reply within 20 days after the completion of the formal conference, unless both parties request that the conference be adjourned and reconvened with a state mediator.

- 8.24 **Hearing Officer.** If the claim is not satisfactorily resolved at the formal conference or before a state mediator, the claim shall be submitted to a hearing officer if such request is made within 20 days from the receipt of the formal conference reply. The hearing shall be conducted in accordance with the following rules, namely:
- A. The hearing officer shall be selected by lot from a permanent panel of hearing officers selected by agreement between the parties.
  - B. The hearing shall be conducted in accordance with the rules of the American Arbitration Association, provided, however, that:
    - 1. The hearing officer shall not have the authority to vary the terms of the agreement nor to determine that any provision is unconstitutional or contrary to any federal or state law or regulation, it being expressly agreed that any such determination shall be made only by a court of law.
    - 2. The hearing officer shall render his written decision within 30 calendar days from the conclusion of the hearing.
    - 3. The rules may be amended in writing by the mutual agreement of the parties.
  - C. Either party may within 15 days from the receipt of the decision of the hearing officer apply to a court of competent jurisdiction for a determination of the claim de novo, provided, however that if application is not made within such time the decision of the hearing officer shall be binding.

- 8.31 **Definitions.** As used in this article the word

- A. "Claimant" means the party or employee filing the claim. If the claimant is an employee, the employee shall have the right to personally attend each conference or hearing and/or have an authorized representative present.
- B. "Event" means the act or omission which the claimant alleges violated one or more provisions of this agreement.
- C. "Day" means a calendar day except a Saturday, Sunday or a scheduled holiday or vacation period occurring during the school year.

- 8.32 **Form of Action.** All claims, replies and requests shall be in writing and shall be filed with each party.
- 8.33 **Exclusions.** The claim procedure shall not apply to
- A. A claim by an employee who desires to assert his or her legal right to present such claim directly to the employer and have it adjusted without the intervention of the union, provided that the adjustment is not inconsistent with the terms of this agreement.
  - B. The discharge or suspension of a probationary employee during the employee's initial probationary period.
  - C. Any claim in which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a claimant shall have only one remedy.
  - D. Any provision of the agreement which contains an express exclusion from this procedure.
- 8.34 **Provisional Relief.** A party may at any stage of the proceedings provisionally grant in whole or in part the relief requested by the claimant. Neither a provisional grant of relief, nor the failure to grant such relief shall be considered as an admission, it being intended only for the purpose of permitting a party to mitigate damages pending a final determination of the claim.
- 8.35 **Vacating Relief.** If a claimant files a claim before any administrative tribunal, agency or court, the party against whom the claim was filed under this proceeding shall have the right to
- A. Forthwith terminate any further proceedings under this procedure if they are still pending.
  - B. Vacate any order which has been entered granting any relief to the claimant which is also being sought by the claimant in the pending proceedings.
- 8.36 **Withdrawals and Denials.** Any claim or request for advancement to the next hearing level which is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any claim which is not answered within the time specified shall be deemed to have been denied and the claim shall automatically advance to the next claim level unless withdrawn.
- 8.37 **Place of Proceedings.** All proceedings up to the hearing before the hearing officer shall be held on the employer's premises. A hearing before a hearing officer shall be held at a location selected by the hearing officer within the school district and the cost of any facilities shall be shared equally by the parties.
- 8.38 **Costs.** Any fee paid for the services of a hearing officer shall be shared equally by the parties, except as the hearing officer for cause shall otherwise determine. Each party shall be responsible for its own costs.
- 8.39 **Contract Expiration.** The provisions of this article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date.
- 8.40 **Released Time.** Any union member engaged during his/her working day, in behalf of the union, with any representative of the employer in any grievance procedure shall be released from regular duties without loss of salary.

## **ARTICLE 9 COMPENSATION AND BENEFITS**

- 9.1 **Basic Compensation.** The basic compensation of each employee shall be set forth on schedule "A". The employer shall place an employee at the level the employer shall determine appropriate by virtue of the past experience and availability of employees in the same classification at the time of initial employment, prior to the completion of the initial probationary period or at the time of any change in classification. The employer may provide a probationary rate of pay for a classification. The probationary rate may be fifty (\$.50) cents less than base rate for all 12 month employees and twenty-five (\$.25) cents less than entry level for all employees working less than 12 months.

- 9.2 **Pension.** The employer agrees to pay the premiums for the Michigan Public School Employee's Retirement System as established on an annual basis by the State.
- 9.3 **Overtime Compensation.** An employee shall be entitled to receive overtime compensation at the rate of one and one-half times the employee's regular rate of pay for hours worked in excess of forty (40) hours during a work week beginning (Monday – Friday). Overtime shall not be paid on overtime, unless expressly required by applicable laws or regulations. Overtime work shall be scheduled by the employer and, except in the case of an emergency, must be authorized by the employer in advance. All overtime will be offered to Facility Support Staff (custodial and maintenance) by building first, by shift (where event occurs). If the overtime work is declined at this point, then the Employer must first ask Facility Support Staff (custodial and maintenance) by seniority before filling with a substitute.
- 9.31 Time and one-half (1½) shall be paid for all hours worked in excess of forty (40) hours, including Saturdays, and double time (2) shall be paid for work on Sundays.
- 9.32 Employees called in by their immediate supervisor to work for any reason whatsoever, shall not receive less than two (2) hours pay.
- 9.33 The policy concerning school closings beyond the control of the district for the Educational Support Staff shall be as follows: the school district will pay for any scheduled time lost for the first two (2) full days of any school closing and a maximum of five (5) hours per school year toward delayed starts or early dismissals. Employees not scheduled to work during the above specified closings will not be entitled to additional compensation. Closing times or days beyond these limitations that are not required to be made up will not be compensated. Educational Support Staff will be required to work, and will be compensated at their regular rate, for their scheduled time worked for any time or days required to be made up beyond the regular school calendar according to the Michigan School Code.
- 9.34 Any employee who regularly works at least five (5) hours per day, and who is not absent from work for more than one day for any reason except jury duty, funeral leave, vacation time, or personal days, for the period of July 1 to June 30 in any year shall receive a bonus. For twelve (12) month employees the bonus amount shall be \$150, and for nine (9) month employees \$100.
- 9.4 **Fringe Benefits.** The employer shall provide fringe benefits as set forth on schedule "B".
- 9.5 **Deductions.** The employer shall have the right to deduct from the pay of each employee such amounts as may be due the employer from the employee, or as may be required by this agreement or by law, together with such additional sums as may be mutually agreed upon by the employer and the employee.
- 9.6 **Special Apparel.** Where uniforms or special apparel are required by the employer to be worn by an employee, the same in seasonal weights, shall be furnished the employee without cost and any cleaning or laundry charges in connection therewith shall be paid for by the employer. The employer will supply uniform service for the Fleet Technician.
- 9.7 **Orientation.** Within a reasonable time after the opening of a work year each building principal shall schedule a meeting with employees designated as Educational Aides, together with the teachers to who they have been assigned, for the purpose of discussing and clarifying work assignments, procedures, rules and regulations, and other matters which may contribute to effective operations. Within 10 working days after the meeting, the supervisor shall provide written guidelines for Educational Aides.
- 9.8 **Evaluations.** Evaluations of Educational Aides will be done at least every other year on a form used district wide. The form will be developed by the administration and approved by the Superintendent. Nothing in this article prevents more frequent evaluations using the approved form.

**ARTICLE 10**  
**GENERAL PROVISIONS**

- 10.1 **Contract Representatives.** Each party shall designate in writing the name of its authorized representative to administer the contract.
- 10.2 **Notices.** Any written notice given pursuant to this agreement shall be addressed and delivered as follows:
- A. Employer: Office of the Superintendent  
260 West Sixth Street  
Constantine, MI 49042
  - B. Union: Local 517M, S.E.I.U., AFL-CIO  
1026 E. Michigan Avenue  
Lansing, MI 48912
  - C. Employee: Address on file with employer or to  
such other address as a party or an  
employee shall hereafter furnish in writing.
- 10.3 **Successor Agreement.** The negotiation of a new agreement shall begin upon written request of either party made not earlier than 60 days prior to the expiration of this agreement.
- 10.4 **Scope, Waiver and Alteration or Agreement.** It is expressly agreed that neither the bargaining unit nor any provision of this agreement shall be altered during the term of this agreement except upon the voluntary prior written consent of both contracting parties, provided that:
- A. Nothing herein shall prohibit the employer from adopting reasonable policies, initiating programs or entering into other agreements which are not contrary to the express terms of this agreement, and
  - B. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of the terms of this agreement.
- 10.5 **Interpretation.** Each provision of this agreement is subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision is prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement. If any provision of this agreement is invalidated, the parties will meet to renegotiate such invalidated provision.
- 10.51 **Captions.** Captions are included only for convenience of reference and shall not modify in any way any of the provisions contained herein.
- 10.52 **Employee.** For purposes of this agreement.
- A. "Employee" refers to any employee who is included within the scope of the bargaining unit, namely: all regular full-time custodians, maintenance personnel, fleet technician/full time and all regular full-time and regular part-time educational aides, but excluding supervisors and all personnel employed or used by the employer, including, but not limited to volunteers, students, seasonal employees, substitutes or other support employees.
- 10.53 **Right to Modify.** The rights of either party or of an employee to any benefits shall be determined solely by the terms of the collective bargaining agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this agreement in a subsequent agreement and any benefit in this agreement shall be subject and subordinate to any such subsequent change.

- 10.54 **Masculine includes Feminine.** Whenever in this agreement the masculine gender is used, it shall be deemed to include the feminine gender.
- 10.55 **Schedule Modification.** The employer may alter the normal work schedule to the extent the employer determines necessary to comply with applicable local, state or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the employer.
- 10.56 **Subordination.** Any individual contract or letter of agreement between the employer and an employee for the performance of duties which are subject to the terms of this agreement shall be subject and subordinate to the provisions hereof.
- 10.6 **Mandatory Retirement.** This agreement provides that mandatory retirement will take place at the end of the school year in which the employee turns seventy (70). The school may employ custodians and maintenance persons after they are age seventy (70) on a year to year basis. This employment will need to be renewed annually thereafter. All employees under this contract, age seventy (70) or older will be notified in writing by May 1, if they are to be, or not to be, employed for the following year.
- 10.7 **Duplication of Agreement.** The employer shall provide a copy of this agreement to each employee who is employed in the bargaining unit during the term of this agreement.
- 10.8 **Effective Date and Termination.** This agreement shall commence as of the date of its execution by both parties and shall remain in full force and effect until midnight June 30, 2006.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of \_\_\_\_\_.

EMPLOYER:  
 CONSTANTINE PUBLIC SCHOOLS  
  
 By \_\_\_\_\_  
 Its \_\_\_\_\_  
  
 By \_\_\_\_\_  
 Its \_\_\_\_\_

UNION:  
 SEIU  
  
 By \_\_\_\_\_  
 Its \_\_\_\_\_  
  
 By \_\_\_\_\_  
 Its \_\_\_\_\_

**CONSTANTINE PUBLIC SCHOOLS**

Constantine, Michigan

**Schedule "A" Wage Supplement**

**FACILITY SUPPORT STAFF**

CLASSIFICATION		SHIFT HOURLY RATE	
		<u>2004-2005</u>	<u>2005-2006</u>
Custodians	Day*	\$13.69	\$13.96
Custodians	Night**	\$13.82	\$14.10
Custodians	Night***	\$13.93	\$14.21
Maintenance	Day*	\$1.00 above the Night (***) custodian rate	

\*Starting time between 6:00 AM and 11:59 AM

\*\*Starting time between 12:00 noon and 5:59 PM

\*\*\*Starting time between 6:00 PM and 5:59 AM

**FLEET TECHNICIAN**

Years 1 - 3	\$15.90	\$16.30
Four or More Years	\$18.00	\$18.30
Eight or More Years	\$19.00	\$19.40

**EDUCATIONAL SUPPORT STAFF**

Educational Aides	\$11.09	\$11.31
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After ten (10) years of service to the district, Facility Support Staff, Fleet Technician, and Educational Support Staff will receive a \$.12 per hour longevity adjustment.

After fifteen (15) years of service to the district, Facility Support Staff, Fleet Technician, and Educational Support Staff will receive an \$.18 per hour longevity adjustment.

The Board will provide athletic passes for all members of the bargaining unit.

The Board agrees to pay Educational Support Staff at their regular hourly rate for a minimum of 12 hours, and up to a maximum of 20 hours, of in-service time annually that they are required to attend at the request of their building principal. Individual employees required to attend mandatory training beyond the 20 hour limit will be compensated at their regular hourly rate. Employees not in attendance at a professional development activity will not be paid. In-service time shall be defined as any half day, full day, or after school time spent on school-related professional development activities, either by building(s) or district-wide.



**CONSTANTINE PUBLIC SCHOOLS**

**SCHEDULE B**

**FRINGE BENEFITS**

**Section 1. Vacation**

- 1.1 Each 12 month employee shall be entitled to have a vacation with pay at a time mutually agreeable to the employee and the employer in accordance with the following schedule, namely:

<u>Employment Period</u>	<u>Vacation Allowance</u>
One (1) year of uninterrupted service	10 work days
Five (5) years of uninterrupted service	15 work days
Fifteen (15) or more years of uninterrupted service	20 work days
Twenty-five (25) or more years of uninterrupted service	25 work days

- 1.2 The eligibility of an employee for vacation shall be determined by his or her anniversary date. A vacation allowance must be used within 12 months following the close of the year in which earned.

- 1.3 So that the anniversary date for all employees' vacations shall be July 1, the following procedures are approved:

New employees hired between July 1<sup>st</sup> and July 31<sup>st</sup>, for vacation purposes only, will earn vacation as per schedule.

New employees hired between August 1<sup>st</sup> and May 31<sup>st</sup>, will have their vacation time prorated for this period of time, based on the above schedule. Starting the following July 1<sup>st</sup>, these employees, for vacation purposes only, will be considered new employees and using July 1<sup>st</sup> as the anniversary date, will earn vacation as per schedule.

New employees hired between June 1<sup>st</sup> and June 30<sup>th</sup>, will be eligible for ten (10) days vacation on the following July 1<sup>st</sup> of the next year.

- 1.4 Vacation periods may be taken anytime during the year, but must be approved in advance (minimum two work days advance notice) by the appropriate supervisor.
- 1.5 Any two (2) employees asking for a vacation for the same period of time – seniority shall rule.
- 1.6 Nine (9) and ten (10) month employees will not receive vacation pay.

## Section 2. Holidays

- 2.1 **Facility Support Department and Fleet Technician.** Subject to Section 2.3, the following holidays shall be observed as paid holidays:

New Year's Day	Thanksgiving Day
Good Friday *	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day
Labor Day	New Year's Eve Day

\* When school is not in session. If school is in session, employees will be granted a floating holiday.

- 2.2 **Educational Support Department.** Subject to Section 2.3, the following holidays shall be observed as paid holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Labor Day	Christmas Day

Holiday compensation shall be based on the number of hours in each employee's normal work day.

- 2.3 **General Provisions.** A holiday shall not be observed if it is a school day. If an employee is required to work on a holiday, the employee shall receive his or her holiday pay in addition to regular pay. An employee who is not on an authorized leave shall not be eligible for holiday pay if the employee did not work the scheduled work day preceding and following the holiday. An authorized leave will be defined as meeting the notice timeline of one of the creditable leaves allowed in Article 7.1, Sections 7.11 through 7.17.

## Section 3. Health Benefits

- 3.1 **Employer Contribution.** Subject to the provisions hereinafter set forth, each full-time, 12 month employee, who has completed the initial probationary period, shall be eligible to receive health benefits as provided by the stipulations of this agreement. The employer shall pay 95.5% and the employee 4.5% toward the monthly PAK A Choices II premium for the current health benefit policy, including LTD, with a prescription co-pay card of \$5.00 / \$10.00, for employee coverage until a committee of Union and District representatives negotiates a health benefit plan for subsequent contract years.

- 3.11 **Disabled Employees.** Subject to Board of Education approval and on a case by case basis, through the Board appeal process, an employee who receives Employer paid health benefits and who becomes disabled and unable to work, whether under Worker's Compensation or because of a non-work related injury or illness, the Employer shall continue to pay the premiums for the health benefit for a period of twelve (12) months from the last date worked, or the length of the disability, whichever is shorter. The Employee shall continue to make their monthly premium co-pay for the same maximum twelve (12) month time period. The Employer shall not be obligated to pay the cost of the premiums of the disabled employee if eligible for a paid health benefits plan through another source at the time of the injury or illness. If the Employee becomes eligible for another paid health benefits plan at any time during the twelve (12) month period, the Employer's obligation to pay the health benefits premium shall cease at the beginning of the month following the Employee's eligibility unless otherwise required by law to continue payment.

- 3.2 **Limitations.**

- A. It is the intention of the parties that no employee have double coverage and that the cost of health benefits for dependents not be shifted from another employer to this employer. For such purposes, each employee shall verify in writing that he or she is eligible for the selected coverage. If it is determined that the certification of the employee was materially false, the employee shall promptly

reimburse the employer for all payments made during the period of any disqualification and shall be eligible to receive for the remainder of the contract period a contribution for the employee only. The union agrees to cooperate with the employer in the implementation of this provision.

- B. The employer’s contribution shall terminate at the end of the calendar month in which the obligation of the employer to pay wages or sick leave ends.

**Section 4. Leave Allowances**

Each full-time employee shall be eligible for the following leave benefits:

**Facility Support Department and Fleet Technician**

<b><u>Leave Classification</u></b>	<b><u>Days</u></b>	<b><u>Accumulation</u></b>	<b><u>Compensated</u></b>
Sick Leave	12 Yearly	100 Days	Yes
Funeral Leave			
A. Family	3/Incidnet	None	Yes
B. Non-Family	1/Incident	None	Yes
Personal Business Leave	2 Yearly	None	Yes
Meritorious Leave	Agreement	None	No
Union Leave	Contract	None	No
Jury Leave	Contract	None	Yes
Military Leave	Contract	None	No
Religious Leave	Contract	None	Yes

**Educational Support Department**

<b><u>Leave Classification</u></b>	<b><u>Days</u></b>	<b><u>Accumulation</u></b>	<b><u>Compensated</u></b>
Sick Leave	10 Yearly	90 Days	Yes
Funeral Leave			
A. Family	3/Incidnet	None	Yes
B. Non-Family	1/Incident	None	Yes
Personal Business Leave	2 Yearly	None	Yes
Meritorious Leave	Agreement	None	No
Union Leave	Contract	None	No
Jury Leave	Contract	None	Yes
Military Leave	Contract	None	No
Religious Leave	Contract	None	Yes

**ADDENDUM “A”**

**Stipulations to Schedule “A”**

For the purpose of determining vacation time due, the Board agrees to pro-rate time for those employees qualifying for vacation time who were hired in their classification prior to the 1986 agreement. For those employees hired during or after the 1986 agreement shall abide by the conditions of the language of that agreement or until such time as that language is changed during normal bargaining.

**Section 5. Mileage**

- 5.1 The Employer shall pay mileage at the current IRS rate per mile to employees who are required to use their personal vehicle in the performance of work on behalf of the Employer. Requests for reimbursement shall be made on approved district forms.