

6-30-76

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

A G R E E M E N T

between

Buena Vista School District

and

Service Employees International Union

Local 582

*Buena Vista School District*

*Buena Vista School District  
705 N. Lowerline Road  
Saginaw, Mich. 48601*

Buena Vista School District  
Saginaw, Michigan

INDEX

PREAMBLE .....	1
ARTICLE I - RECOGNITION .....	1
ARTICLE II - DUES DEDUCTION .....	1
ARTICLE III - BOARD RIGHTS .....	2
ARTICLE IV - SENIORITY .....	3
ARTICLE V - CALL IN PAY .....	3
ARTICLE VI - OVERTIME .....	3
ARTICLE VII - LEAVES OF ABSENCE .....	3
ARTICLE VIII - NIGHT PREMIUM .....	4
ARTICLE IX - HOSPITALIZATION .....	4
ARTICLE X - WAGE SCHEDULE .....	5
ARTICLE XI - PAID LUNCH PERIOD .....	5
ARTICLE XII - SICK LEAVES .....	6
ARTICLE XIII - INSURANCE .....	6
ARTICLE XIV - LAY-OFF .....	7
ARTICLE XV - HOLIDAYS .....	7
ARTICLE XVI - VACATIONS .....	7
ARTICLE XVII - GRIEVANCE PROCEDURE .....	8
ARTICLE XVIII - NO STRIKE .....	11
ARTICLE XIX - WAIVER CLAUSE .....	11
ARTICLE XX - TERM OF AGREEMENT .....	11

## A G R E E M E N T

THIS AGREEMENT, made and entered into, by and between the BUENA VISTA SCHOOL DISTRICT, 705 North Towerline Road, Saginaw, Michigan, hereinafter referred to as the "Employer" and Local 582, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, Saginaw, Michigan, hereinafter referred to as the "Union".

### ARTICLE I

#### RECOGNITION

A. The Employer hereby recognizes the Union as the exclusive bargaining representative for those employees covered in the "Certification of Representative" issued by the Labor Mediation Board in Case No. R69-G226 on October 21, 1969. Such unit is as follows:

All maintenance and custodial employees of Buena Vista School District, excluding teaching personnel, office clerical employees, food service employees, transportation employees, supervision and all other employees.

B. The parties further agree that the provisions of this Agreement apply only to full time employees who are employed at least thirty five (35) hours per week and fifty two (52) weeks per year.

### ARTICLE II

#### DUES DEDUCTION

A. Financial Responsibility. It is recognized that, because of religious conviction or otherwise, some employees may object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense to the Union. To this end, in the event an employee shall not join the Union and execute an authorization for dues and deduction in accordance with this Article, such employee shall, as a condition of continued employment by the Board, cause to be paid to the Union a sum equivalent to the dues of the Union. In the event that such sum shall remain unpaid for a period of sixty (60) days following the date the same is due and after sixty (60) days written notice thereof has been given to the employee by the Union, the Board, upon proper notification by the Union, agrees that the services of such employee shall be discontinued. The refusal of the employee to contribute fairly to the costs of negotiation and administration of this and subsequent agreements as herein required is recognized by the parties as reasonable and just cause for termination of employment.

B. The Union shall present the Employer with a certified check-off list along with proper authorization for check off and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the Employer for any deduction made and paid over to the Union which may later be held to have not been authorized by the individual involved or which may constitute illegal deductions.

C. In the event that this Article shall be challenged through the Michigan Labor Mediation Board, or the courts, the Union will pay the reasonable expenses of such proceedings, including the fees of legal counsel retained by the Board. If this Article shall be found to violate law, the Union shall be responsible for any loss or damage, including back pay, awarded by the courts.

D. If an employee who is absent on account of sickness, leave of absence, or for any other reason has no earnings due him for that period, no deductions shall be made. The Union will arrange collection of dues for that period directly with the employee.

E. All deductions of Union dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Union.

F. The Employer and the Union agree that any violation of Article XIV (No Strike) on behalf of the Union shall result in automatic termination of this Article II (Check-Off) for a period of eighteen (18) months from the date such violation is admitted or such finding is made. The eighteen (18) months period shall extend beyond the term of this Agreement or subsequent Agreements and the subject shall not be bargainable by either party.

### ARTICLE III

#### BOARD RIGHTS

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

2. To hire all employees and subject to the provisions of law, to determine their dismissal or demotion for just cause; and to promote, and transfer all such employees.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities

by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

#### ARTICLE IV

##### SENIORITY

A. New employees will be considered as probationary employees until they have been employed continuously for ninety (90) working days. After completion of the ninety (90) working days, the employee will be considered as a regular employee and his seniority will start as of his last date of hire.

B. When an employee acquires seniority his name shall be placed on the seniority lists. Up-to-date seniority lists shall be made available to all employees for their inspection, by posting where practical or by a satisfactory equivalent method.

#### ARTICLE V

##### CALL IN PAY

An employee called to work, outside his regular scheduled working hours, shall receive a minimum of two (2) hours work. This does not include those employees who are required to make building checks.

#### ARTICLE VI

##### OVERTIME

Employees required to work on Sundays or Holidays shall receive two (2) times their regular rate.

#### ARTICLE VII

##### LEAVES OF ABSENCE

A. Upon application by an employee the Employer may grant a leave of absence.

B. Any employee who does not report back to work by the expiration date as set forth on his leave of absence notice, or does not receive an approved extension, or

who accepts other employment while on leave from the Employer, except as herein provided, will be considered to have terminated his employment.

C. The above leaves may be extended upon written applications of the employee with approval in advance of the expiration date.

D. Disposition of all requests for leaves of absence and extensions thereof shall be in writing.

#### ARTICLE VIII NIGHT PREMIUM

A. Employees who are assigned to work the second shift shall be granted a five cent (.05¢) per hour premium.

B. Employees who are assigned to work the third shift shall be granted a ten cent (.10¢) per hour premium.

C. Employees who are assigned to work the second shift shall be granted a ten (.10¢) cents per hour premium. (Effective July 1, 1975)

D. Employees who are assigned to work the third shift shall be granted a fifteen (.15¢) cents per hour premium. (Effective July 1, 1975)

#### ARTICLE IX HOSPITALIZATION

The Board agrees to provide full family hospitalization for all employees subject to the terms of the carrier. Such coverage will be effective on the first day of the third month following employment.

Blue Cross-Blue Shield basic group benefits. The Master Medical coverage.

1. Master Medical: Reimburses 90% of your out-of-pocket expenses for such items as home and office calls, prescription drugs, ambulance service, health maintenance machines, whirlpool baths and chiropractor service after a one person \$50 deductible or \$100 deductible per family per benefit year.

2. Rider DCCR: Provides Blue Cross-Blue Shield coverage for Dependent Children to the age of 25 or indefinitely if totally and permanently disabled by either a physical or mental condition.

3. Rider IMB-OB: Maternity and Nursery Care without a waiting period. Includes Pre- and Post-Natal care, delivery and \$10.00 allowance for routine laboratory services.

4. Rider ML: Eliminates the member liability of \$5 or 10%, whichever is greater, for each diagnostic service received, such as X-rays, pathology tests, electro-cardiograms, etc.

ARTICLE X  
WAGE SCHEDULE

1974-75 Custodial and Maintenance Salary Schedule

		Step I	Step II
Level 1	Building Custodian I	3.19	3.54
Level 2	Building Custodian II	3.54	3.93
Level 3	Grounds - Utility Head Custodian I	3.62	4.02
Level 4	Head Custodian II	3.70	4.11
Level 5	Head Custodian III	3.77	4.19
Level 6	District Maintenance	4.47	4.97

a) Maintenance and Custodial personnel assigned to check buildings during heating season will be allowed two (2) hours for Saturday, two (2) hours for Sunday, and two (2) hours for each holiday.

b) Probationary employees will be paid at a rate of 95% of the first step.

1975-76 Custodial and Maintenance Salary Schedule

		Step I	Step II
Level 1	Building Custodian I	3.25	3.61
Level 2	Building Custodian II	3.61	4.01
Level 3	Grounds - Utility Head Custodian I	3.69	4.10
Level 4	Head Custodian II	3.77	4.19
Level 5	Head Custodian III	3.84	4.27
Level 6	District Maintenance	4.56	5.07

District to pay employees 5% share of retirement to state.

a) Maintenance and Custodial personnel assigned to check buildings during heating season will be allowed two (2) hours for Saturday, two (2) hours for Sunday, and two (2) hours for each holiday.

b) Probationary employees will be paid at a rate of 95% of the first step.

ARTICLE XI  
PAID LUNCH PERIOD

Employees working in the following elementary buildings when on the second shift 3:00 P.M. to 11:30 P.M. will work a eight (8) hour day, but will have a thirty (30) minute paid lunch period included in their eight hour work day. The employee shall not leave the building during this lunch period. Those buildings are: Highland Park, Henry Doerr, Koeltzow, and Brunkow.

## ARTICLE XII

### SICK LEAVES

#### I Sick Leave

- a) One-half day per month for each month they are actively at work effective July 1, 1969.
- b) Unused sick leave days may be accumulative up to thirty (30) days. Employees who have accumulated thirty (30) or more days prior to June 30, 1969, will have a maximum credit of thirty days (30) as of July 1, 1969.
- c) Effective June 30, of each year, any employee who has accumulated more than thirty (30) days sick leave shall be paid on the last payroll check in June for all excess days beyond thirty (30). The rate of pay for these unused days shall be seventy-five (75%) percent of the employees daily rate for each day. The maximum amount would be six (6) days at seventy-five (75%) percent. (This subsection shall not be effective after the 1970-1971 Fiscal year)
- d) Effective July 1, 1971 employees shall receive two thirds of their regular pay after they have been absent as a result of sickness or an accident for thirty (30) days. Such payment shall be made subject to the conditions of the Insurance.

#### II Emergency Leave

- a) Emergency leave will be granted in the case of death in the immediate family up to three (3) days time. The immediate family is to be wife, husband, children, mother or father or brother or sister of self or spouse. Extension deducted from sick leave may be granted with approval of the administration.

#### III Personal Leave

- a) Shall be allowed one (1) day to be deducted from sick leave in any fiscal year for personal business, without loss of pay provided that such day is needed to handle such personal business that cannot reasonably be taken care of outside their regular working hours and further provided that suitable replacement can be obtained by the administration. Application shall be made one week in advance through immediate foreman to Director of Buildings and Grounds except in cases of emergency.

## ARTICLE XIII

### INSURANCE

The Employer agrees to maintain at its sole expense during the term of this Agreement, for those employees actively working for the school, a group insurance policy providing the following benefits:

- a) Effective July 1, 1974 a life insurance policy for all seniority employees



covering the life of the insured employee in the principle sum of \$5000.00 payable to the beneficiary named by the insured employee with the right reserved in the insured employee to change the beneficiary.

b) Effective July 1, 1975 the above life insurance policy shall be increased to provide an increase in the principle sum to \$7500.00 per employee.

#### ARTICLE XIV

##### LAY-OFF

A. When the school district is faced with loss of operating revenue because of millage defeats, etc. and cuts in staff must be made, these cuts shall be made by seniority by job classification.

#### ARTICLE XV

##### HOLIDAYS

A. The following listed holidays are considered non-working days and the Employer agrees that there shall be no deduction from the salary of the employees when these days fall or are observed on a regular work day. Both parties agree that if an emergency arises during the observed holiday that employees can be required to report for work until such time as the emergency conditions are corrected.

B. Employees who schedule a vacation period during the time a holiday listed below falls on a regular working day to be given off, it shall result in one additional day of vacation time to be scheduled at the discretion of the Employer.

C. The holidays recognized for employees by the Employer are: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. Effective with the 1974-75 School Year, the Employer agrees that on December 24 and December 31 shall be added as additional holidays when either of these days falls during the regular work week.

D. If one of the above holidays falls on Saturday employees shall be given Friday off. If one of the above holidays falls on Sunday employees shall be given Monday off. This section applies only if school is not in session on the Friday or Monday.

E. To be eligible for holidays employees must have seniority and work the day before and the day after such holiday.

#### ARTICLE XVI

##### VACATIONS

A. All vacations shall be scheduled between July 1 and June 30 of any year.

B. The vacation period shall be selected by the employee with due regard to the desire, seniority, and preference of the employee and consistent with the efficient

operation of the school system.

C. Employees who have been at work on the active payroll for one complete year or more on June 30, will receive two (2) weeks vacation with pay.

D. Employees who have been at work on the active payroll for more than 90 days but less than the complete year as provided in C above shall be given one day of paid vacation for each twenty six (26) days worked prior to July 1, of each year.

E. Improved vacations for employees so that there will be two (2) weeks for each of the first five (5) years and at the end of the sixth year there will be two (2) weeks plus one day, end of seventh year two (2) weeks plus two (2) days, so that at the end of ten (10) years of service employees will be granted three (3) weeks of vacation.

## ARTICLE XVII

### GRIEVANCE PROCEDURE

1. Any employee having a specified grievance shall take the matter up with the immediate supervisor, who shall attempt to adjust the matter consistent with the terms of this Agreement.

2. Any employee may request his immediate supervisor to call his Steward to handle a specified grievance, with his immediate supervisor. The supervisor will send for the Steward without undue delay and without further discussion of the grievance.

3. Grievances which are not so settled shall be reduced to writing on appropriate forms, and signed by the aggrieved. The grievance shall specify what provision of this contract that is allegedly violated and the remedy requested.

4. Grievance must be filed in writing within ten (10) days from the date the circumstances arose, or the employee should have known such circumstances existed.

5. The immediate supervisor will answer such grievance within three (3) working days from the date it was filed in writing unless extended by mutual agreement in writing.

6. Unless appealed to the next step within five (5) days such answer shall be final. Grievances which are not so settled shall be taken up with the Director of Buildings and Grounds or his designated representative, who shall attempt to settle the matter.

7. The Steward and the Director of Buildings and Grounds or his designated representative shall attempt to settle the grievance.

8. The Director of Buildings and Grounds or his representative shall write his disposition of all copies of the grievance form and shall return it to the Steward within three (3) working days. It is agreed where reference to days appears in this Article, that each twenty-four (24) hour period shall constitute a regularly scheduled working day. In no event shall a scheduled off day or days be computed

where reference to hours appears in any of the sections outlined in this Article.

9. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above such additional time may be granted only if mutually agreed upon between the Union and the Employer. Such answer shall be final if not appealed within five (5) working days.

10. If the grievance is not settled at the preceding step it may be submitted to arbitration at the election of either party. The matters to be arbitrated shall be submitted to the Board of three (3) arbitrators as follows:

a. Within the ten (10) days from receipt of the answer in the preceding step, the party choosing to arbitrate must give written notice to the other party setting forth specifically the nature of dispute to be arbitrated, and designating one (1) arbitrator selected by it.

b. Within five (5) working days from the receipt of such notice, the other party shall notify the first party of the arbitrator selected by it, and may also serve on the first party its statement of matter to be arbitrated.

c. Within ten (10) days after the selection of the second arbitrator, the two (2) arbitrators shall select a third. If they are unable to agree on a third arbitrator within five (5) days, the American Arbitration Association will be asked to immediately submit a panel of five (5) arbitrators. Upon receipt of the list the Union will first strike two (2) names, then the Employer will strike two (2) names. The remaining person shall be the third arbitrator; provided, within thirty (30) days of notice of his appointment the arbitrator accepts and schedules a date for a hearing in the matter which he is to decide. If the arbitrator does not so accept and schedule a hearing as above provided, the American Arbitration Association will again be requested to immediately submit a list of five (5) names and the procedure for selecting an arbitrator from the panel will be followed.

11. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Board of Arbitration in the same manner as other collective bargaining agreements. The function and purpose of the Board of Arbitration is to determine disputed interpretations of terms actually found in this Agreement, or to determine disputed facts upon which application of the Agreement depends. The Board of Arbitration shall therefore not have authority, nor shall it consider its function to include, the decision of any issues not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Board of Arbitration shall not give any decision which in practical

or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is effect a modification (whether by addition or detract- tion) of written terms of this Agreement. The Board of Arbitration has no obligation or function to render a decision or not to render a decision merely because in its opinion such decision is fair or equitable or because in its opinion it is unfair or inequitable.

12. If either party shall claim before the Board of Arbitration that a particular grievance fails to meet the tests of arbitrability, as the same are set fourth in this Article, the Board of Arbitration shall proceed to decide such issue before proceeding to hear the case upon the merits. The Board of Arbitration shall have the authority to determine whether they will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Board of Arbitration determines that such grievance fails to meet said test of arbitrability, they shall refer the case back to the parties without a recommendation on the merits.

13. Unless expressly agreed to by the parties in writing, the Board of Arbitration is limited to hearing one issue or grievance upon its merits. Separate Boards of Arbitration shall be constituted for each issue appealed to arbitration.

14. All cases shall be presented to the Board of Arbitration in the form of a written brief prepared by each party setting forth the facts and its position and the arguments in support thereof. The Board of Arbitration may make such investigation as they deem proper and may at their option hold a public hearing and examine the witnesses of each party and each party shall have the right to cross-examine all such witnesses and to make a record of all such proceedings.

15. Within thirty (30) days after the close of a hearing, or the date established for filing Post Hearing Briefs, if so desired by either party, the Board of Arbitration shall issue their opinion.

16. The fees and expenses of the third impartial arbitrator, cost of transcript (if one is requested by the Board of Arbitration), and cost of hearing room, shall be borne by the loser as evidenced by the decision of the Board of Arbitration. Should the decision of the Board of Arbitration result in a compromise decision the Board of Arbitration shall make as part of their decision a ruling as to how the above expenses shall be prorated.

## ARTICLE XVIII

### NO STRIKE

The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any member take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities of the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal. The Board of Arbitration is limited to determining only the issue of whether or not any employee or employees actively violated the provisions of this Article. The penalty assessed by the Employer is not subject to the Board of Arbitration's determination.

## ARTICLE XIX

### WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Employer, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subjects or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## ARTICLE XX

### TERM OF AGREEMENT

This Agreement shall be effective on July 1, 1974, and shall remain in full force and effect without change, addition, or amendment from this date to June 30, 1976,

and shall be renewed from year to year thereafter, provided that either party hereto may reopen the Agreement for changes and amendments or may terminate the Agreement by serving written notice on the other party of its desire to change, amend, or terminate at least sixty (60) days prior to June 30th of any year.

IN WITNESS WHEREOF, the parties have cause this Agreement to be executed by their authorized representatives as of 7th Day of October, 1974.

BUENA VISTA SCHOOL DISTRICT  
BOARD OF EDUCATION

SERVICE EMPLOYEES INTERNATIONAL  
UNION AFL-CIO LOCAL 582

George W. Pike, Jr.  
President

Clinton J. Gotts, President

Oliver W. Tucker  
Secretary

Daniel L. Smith, Vice-President