

3597

6/30/2000

AGREEMENT BETWEEN
the
NILES COMMUNITY SCHOOLS
and the
BUILDING SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL
MAINTENANCE AND OPERATIONS
Contract Term:
July 1, 1997 - June 30, 2000

Niles Community Schools

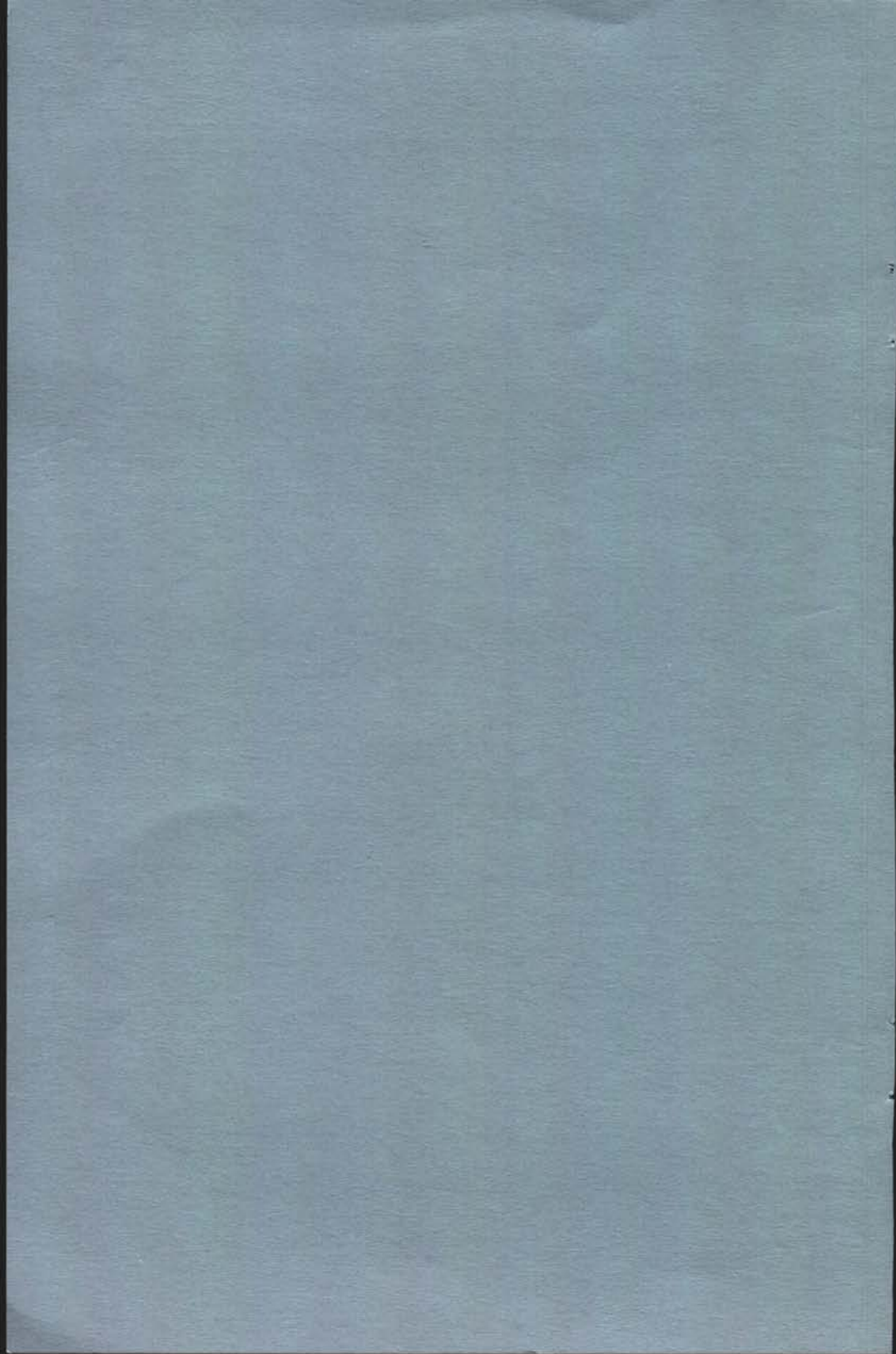


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MAINTENANCE AND OPERATIONS

MASTER AGREEMENT

The following Agreement has been developed by the Niles Community Schools Board of Education and the Service Employees International Union, AFL-CIO, Local 586, and covers the period from July 1, 1997, to June 30, 2000, unless mutually agreed upon to reopen. The wage rates, as established in this contract, cover the period from July 1, 1997, to June 30, 2000. This Agreement may be extended for specified periods of time by mutual agreement of both Union and Board of Education.

Sixty days prior to the expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the next school year.

ARTICLE 1. PURPOSE OF INTENT

Section A. The general purpose of this agreement is to set forth the wages, hours, and working conditions of employment. Both the Employer and Union agree to abide by the terms and conditions set forth herein for the duration of this agreement.

Section B. The Employer and Union agree that neither will discriminate against any employee because of his/her exercising those rights guaranteed by State or Federal law, and both the Employer and Union agree to be bound by State and Federal law as that law applied to wages, hours, and working conditions.

ARTICLE 2. RECOGNITION

Section A. The Board hereby recognizes the Union, Service Employees International Union, AFL-CIO, Local 586, as the exclusive bargaining representative for custodians, maintenance and yard workers, mechanics, receiving clerks, and food delivery persons employed by the Board, excluding the Employer and Supervisor of Transportation, Director of Operations, Night Supervisor or other supervisory personnel, and temporary summer employees.

ARTICLE 3. UNION RIGHTS AND RESPONSIBILITIES

Section A. The Board and the Union agree that neither will discriminate against an employee or member because of his/her race, age, creed, sex, color, or national origin.

Section B. The Union shall promptly notify the Employer in writing of the names of those persons who have been duly authorized to act on its behalf and the authority of each person so authorized. Each such notice shall remain in effect until superseded by a new written notice duly signed and dated.

Section C. The Union shall have the right to use school building facilities for meetings as long as the Union abides by the rules and regulations established by the Employer for the use of school facilities.

Section D. The Union shall have the right to communicate with bargaining unit members through the use of designated bulletin boards, or sections thereof. All 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 designated bulletin boards and no displayed materials shall be derogatory to the Employer nor to any employee. The Union shall save and hold the Employer harmless from any and all expenses of liability whatsoever rising out of the preparation and/or distribution and/or use of any materials distributed by the Union or by Union members.

Section E. Employees shall be clean and neat at all times, refrain from the use of tobacco while in undesignated areas, use no profane language in the presence of school children, and at no time while at work be under the influence of alcohol.

Section F. All drivers must be literate; that is, able to read, write, and follow directions.

ARTICLE 4. AGENCY SHOP

Section A. At the end of the probationary period of 30 days of actual work each contract year (July 1 to June 30), all employees recommended for permanent regular or part-time employment must join the Service Employees International Union, Local 586, or pay the equivalent amounts of Union dues and be subject to monthly payroll deductions.

Section B. A permanent regular or part-time employee who shall authorize the deduction of membership dues (or the Union representation fee) shall be deemed to have met the conditions of this article so long as such employee is not more than thirty (30) working days in arrears of payment of such dues or fees. It shall be the sole responsibility of the Union to notify the Employer of any employee who is delinquent. Employee authorization for the deduction of Union dues (or for the payment of the Union representation fee) shall identify the employee, the amount of each deduction, the period for which deductions are to be made, and shall be signed and dated by said employee.

Section C. The Employer shall deduct the authorized amount from each employee's pay and transmit the total deduction to the financial secretary of the Union within fifteen (15) working days following such deduction, together with a listing of each employee for whom deductions are made. The deduction of Union dues (or Union representation fees) will be made from one

regular paycheck each month. The Employer assumes no responsibilities for errors of any kind in making such deductions other than to correct such errors when such errors are made known. In the event of overpayment to the Union, the Union agrees to refund monies forthwith. The provisions of this section shall remain in full force and effect until such time as this agreement shall be superseded by a new agreement between the parties.

Section D. If any court of competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State law, or that it is in conflict with any Federal or State law, or if the State Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void and the Union shall reimburse all employees who have been required to pay either dues, fees or service charges, provided such employees must request the Union for reimbursement within thirty (30) days of such court, agency or legislative decision or action.

As a condition of the effectiveness of this Article, the Union agrees:

To indemnify and save the Board, each individual school Board member, and all administrators, harmless against any liability and all court or administrative agency costs that may arise out of, or by reason of, action

taken by the Board for the purpose of
complying with this Article.

ARTICLE 5. SENIORITY

Section A. Seniority standing shall be granted to all regularly employed, full- or part-time maintenance and operational employees who have completed a successful probationary period of 30 days of actual work.

Section B. In computing service to determine the employee's position on the seniority schedule at the expiration of a leave of absence, time spent on such leave shall be counted on seniority.

Section C. An employee shall lose his/her seniority upon termination of employment.

Section D. In case of transfer from one classification of work to another, employees involved in the transfer shall not lose their seniority standing.

Section E. Seniority shall be defined as an employee's length of continuous employment with the Employer since his/her last hiring date. "Hiring date" shall mean the date upon which an employee first reported for work as a regular full- or part-time employee.

Section F. All new employees shall be probationary employees until they have worked thirty (30) work days as regular full- or part-time employees of the Employer. There shall be no seniority for probationary, temporary, or substitute employees; such employees may be laid off, suspended, or discharged at the sole discretion of the

Employer without regard to length of service and without recourse to the terms of this Agreement.

Section G. Upon satisfactorily completing his/her probationary period, the employee's name shall appear on the seniority list as of his/her most recent date of hire as a regular full-time or part-time employee.

Section H. An up-to-date seniority list shall be prepared by the Employer and forwarded to the bargaining unit President within fifteen (15) days after the execution of this Agreement. Revised seniority lists shall be forwarded to the bargaining unit President, upon request, when there has been a change in the seniority list.

ARTICLE 6. PRORATION

Section A. All permanent part-time employees will have all benefits for which they qualify prorated based on their hours of work compared to 40 hours per week.

ARTICLE 7. VACANCY, PROMOTION, ASSIGNMENT,
AND TRANSFER

Section A. All vacancies and new positions will be posted for at least two working days. Duties and qualifications will be stated in each position. Such vacancies and new positions shall be filled from the ranks of our employees, when qualified, providing the employee has submitted a written application for the position to the Operations Office within the two-working-day period of the posting. Selection within job classification shall be based upon seniority. Selection between classifications shall be based on training, seniority, experience, attitude, health, and ability to get along with fellow workers. All the above being equal, seniority will be the determining factor.

In selection between job classification for Head Custodian positions, the Employer must consider each candidate's training, seniority, experience, attitude, health, and ability to get along with others. The Employer's selection may not be grieved unless:

1. The Employer has failed to evaluate each of the foregoing factors for each candidate, or
2. Where the Employer has evaluated the foregoing factors, the Employer's evaluation of those factors has been arbitrary and capricious.

Employees on disciplinary probation are not eligible for promotion or transfer to another job.

Section B. Employees shall be limited to two job moves within the same job classification within each contract year.

Section C. All vacancies shall be filled within two working days after bids are closed, whenever possible.

Section D. A maximum probation period of 30 days of actual work shall be served by each Union employee who transfers to another building and does not change job classification. An employee serving such a thirty-days-of-actual-work probationary period may return to his/her former permanent position if unable to perform the work or not satisfied at the end of the 30 days of actual work, or earlier at the decision of either the employee or the supervisor.

Section E. A maximum probation period of 30 days of actual work shall be served by each Union employee who moves to a different job classification. An employee serving a thirty-days-of-actual-work probationary period in a different job classification may return to his former position if unable to perform the work or not satisfied at the end of the 30 days of actual work, or earlier at the decision of either the employee or the supervisor.

Section F. When posting Head Custodian, Maintenance Mechanic, Delivery and Receiving Clerk temporary assignments, the pay will be

listed as eligible upper tier pay (i.e. 6-month employee will receive amount listed in 6-month rate of pay column).

ARTICLE 8. LAYOFF AND RECALL

Section A. Employees will be given as much advance notice as possible whenever it becomes necessary to reduce the work force. Whenever possible, reduction of the work force shall be based on seniority.

Section B. Accrued benefits will be prorated for personnel who are on layoff, if less than ten months into the year.

Section C. No position shall be filled by the Administration until all persons laid off have been called back to work within classification. No substitutes shall be hired by the Administration for a permanent position until all persons laid off within classification are back to work.

Section D. As long as a person on layoff keeps in good standing with this Union (keeps his/her monthly dues paid) he/she must return to work when called, up to one year. If permanent full-time or part-time openings occur, the Board has the responsibility to recall laid-off persons in order of seniority for up to 12 months after layoff.

Section E. When an employee's job is eliminated he/she shall have the right to use his/her seniority and bump any other employee having less seniority within the same job classification or, when qualified, an employee in a lower wage classification.

Section F. Any employee who has been bumped by another employee may use his/her seniority

and bump any other employee having less seniority within the same job classification or, when qualified, an employee in an equal or lower wage classification.

Section G. An employee may only use this bumping right once, and must stay at the position he/she bumped into, but may bid on any position which is up for bid.

Section H. All bumping rights must be exercised in writing and must be submitted to the Operations Office prior to the end of the second business day of the day following the employee's notification of displacement.

Section I. It is understood that if the deadline passes and no written notification is received by the Operations Office, the employee forfeits his/her bumping right and shall be assigned permanently to the position that is left after the bumping process is completed. In the meantime, the employee will be assigned at the discretion of the Employer.

ARTICLE 9. WORKING HOURS

Section A. Work shifts will be established by the Employer and/or his/her designee as necessary for the overall efficient operation of the district. General guidelines will be as follows:

Day shift Any shift beginning on
or after 6 a.m.
Second shift ... Any shift beginning on
or after 2 p.m.
Third shift Any shift beginning on
or after 10 p.m.

Work-shift adjustment may be made for seasonal or other need. When adjustments or changes in work shifts are planned, the Union will be consulted prior to any such changes.

Section B. Night-shift employees are allowed a thirty-minute supper break during their eight-hour shift. Supper breaks must be taken on the premises. The timing of the break during the shift may be determined by the Employer.

Section C. Working hours of part-time employees must be hours in succession. Time when they work will be when most suitable for the job.

Section D. If due to economic conditions the Board of Education is required to reduce the work force, adjustments in schedules may be made by the Employer. The Union will be consulted prior to any such change.

Section E. A regularly scheduled work week for regular full-time employees shall consist of forty (40) hours. The normal work day for full-time employees shall consist of eight (8) duty hours, which may be interrupted by a lunch period. The lunch period shall be unpaid for the day shift, in addition to the eight (8) hours, and paid for the night shift. Each employee may take a fifteen (15) minutes rest period during each one-half day of work, provided that the rest period shall not interfere with the normal operation of the Employer, and is as scheduled by the Employer. No Union business shall be conducted during paid time unless directed by the Employer. The beginning and end of the work day and work week 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. (It is understood that in emergency situations or in snow removal, reasonable advance notice cannot be given.) The Employer will not change the work day or work week without consulting the Union prior to any such changes and will not be arbitrary or capricious with any such change.

Section F. Some maintenance employees may be scheduled for four (4) ten-hour work days per week if the School and the Union can mutually agree.

ARTICLE 10. CALL-IN PAY

Section A. An employee called in for emergency work will receive two hours minimum pay or the number of hours worked, whichever is greater.

Section B. Security checks on weekends and emergency school closings will be scheduled by the Employer and will be paid as follows.

Elementary, Junior High, and other buildings
- 1 hour at time and one-half
Senior High - 1 1/2 hours at time and one-half
Two buildings - 2 hours at time and one-half
Three buildings - 2 1/2 hours at time and one-half
Four buildings - 3 hours at time and one-half
Five buildings - 3 1/2 hours at time and one-half
Six buildings - 4 hours at time and one-half
Seven buildings - 4 1/2 hours at time and one-half

Section C. If a person is on duty covering a weekend building activity, he/she will be expected to perform all building checks and no additional compensation will be paid for a building check.

Section D. The head custodian or the assigned custodian will make security checks at the appropriate times under the direction of the Employer. If the building is scheduled for activities on a weekend and the time of activities is less than 1 1/2 hours at the Senior High or 1 hour at other buildings, the custodian working shall receive security check for this activity. When there are activities in the building which require custodial services, one or more

custodians shall be assigned to do the work.

Section E. When weekend security checks cannot be done by the head custodian or night foreman and no activities are scheduled in that building, they shall be done by rotating turns according to seniority with other custodians in that building.

ARTICLE 11. GRIEVANCE PROCEDURE

Section A. Should differences arise between the Employer and the Union, or its members employed by the Employer, as to the meaning and application of this Agreement, an earnest effort shall be made to settle the same by the following procedure:

Step 1 - Any employee having a complaint or grievance shall, within five working days after the occurrence complained of, go directly to his/her supervisor for discussion of the problem. The supervisor must make a serious effort to answer the complaint without delay, and in no event shall the time of the supervisor's consideration exceed five working days.

Step 2 - Any employee whose complaint or grievance cannot be satisfied at Step 1 shall reduce it to writing within ten (10) working days on a designated form which shall be delivered to the Union steward, who shall deliver said grievance to the Employer. The Employer shall confer with the employee and a Union steward at his/her earliest opportunity, not to exceed five working days. The Employer shall provide a written answer within five working days of said conference.

Step 3 - If the employee or steward are not satisfied with the disposition of the grievance by the Employer, or if no disposition has been made within five working days of such meeting, the

grievance shall be transmitted to the Superintendent of Schools, or his/her designee, within five working days by filing a written copy thereof. The Superintendent, or his/her designee, shall meet with the Grievance Committee within five working days to discuss the complaint. The Superintendent, or his/her designee, shall provide a written answer within five working days.

Step 4 - If the Union is not satisfied with the disposition by the Superintendent or designee, or if no disposition has been made within seven working days after expiration of the time limit in Step 3, the Union may appeal the grievance to the Labor Mediation Board within seven working days. The union must notify the Employer in writing within three working days after the appeal request.

Step 5 - If the parties are unable to reach a solution to a grievance at Step 4, the grievance may be submitted to arbitration through the Michigan Employment Relations commission under the following conditions:

- aa. The party that chooses to submit the grievance to arbitration must notify MERC and the other party in writing within ten (10) work days from the date of the receipt of the written grievance hearing decision from the Step 4 grievance hearing.
- bb. Any grievance not submitted to

arbitration within the time herein provided shall be deemed withdrawn.

- cc. The parties will select an arbitrator through the Michigan Employment Relations Commission.
- dd. The only evidence or arguments which may be presented at the arbitration hearing are those which were used in the previous steps of this grievance procedure and to which written reference has been made.
- ee. The arbitrator shall have no authority except to pass upon alleged violations of the expressed terms of this Agreement. The arbitrator shall have no power to alter, add to, subtract, or vary the terms of this Agreement. The arbitrator shall not have the authority to determine that any provision is unconstitutional or contrary to federal or state statute, it being expressly agreed that such determination shall be made by a court of competent jurisdiction.
- ff. The arbitrator shall render a written opinion within thirty (30) work days after the arbitration hearing.
- gg. The costs of arbitration shall be born by the party least supported by the arbitrator's decision as

determined by the arbitrator. The arbitrator shall not have the authority to split the costs but must determine the paying party. The losing party will pay the full costs of the arbitrator and his/her decision. Each side will pay its own costs for legal fees and witnesses.

- hh. Step five of this process may be used four (4) times per year, July 1 to June 30. All other grievances will stop at step 4.
- ii. Either party shall have the right within 10 work days from the date of the arbitrator's decision to apply to a court of competent jurisdiction for a rehearing of the grievance as to law provided, however, that if application is not made within such time period, the decision of the arbitrator shall be binding.

Section B. The grievance procedure shall not apply to:

- aa. A grievance by an employee who desires to assert his/her right to present such grievance to the Employer and have it adjusted without interference of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. A copy of any adjusted grievance under this paragraph, at the Superintendent level or above,

will be forwarded to the Union President.

- bb. The discharge, discipline, or suspension of a new probationary employee or evaluation of any employee.
- cc. Any provision of this Agreement which contains an express exclusion from this procedure.

Section C. It is mutually understood and agreed that when an employee believes that a cause for complaint exists, such employee shall have the right to meet and consult a steward. In such event, the employee shall request of his/her supervisor that the steward be summoned. The supervisor shall comply with this request as promptly as possible and arrange that the employee and the steward have an opportunity to confer.

Section D. It is mutually agreed that all parties involved in differences shall strictly adhere to the time limits contained herein except by mutual agreement.

ARTICLE 12. OVERTIME PAY

Section A. Time and one-half shall be paid for all work in excess of eight hours per day or forty hours per week and on Saturday.

Section B. Double time shall be paid for all work on Sundays and holidays, excluding building checks.

Section C. All overtime shall be paid to each employee one pay later than the next regular pay period.

Section D. There shall be two overtime lists in each building, one list for week days and one list for weekends and holidays. Each employee desiring overtime shall place their name on one or both lists in their building. The overtime shall be assigned to the senior employee and rotated down the list. This assignment of overtime shall be administered by the head custodian in each building.

The remedy for any errors in overtime assignment shall be limited to offering the employee who suffered the error the next overtime assignment.

If the employee declines the assignment, he/she goes to the bottom of the list and the next person becomes eligible to accept the assignment.

Section E. There shall also be a district-wide overtime list, to be used for the assignment of overtime in the event no employee on the building list wants the overtime. To be eligible for overtime

assignment, the employee must be at work on the day the assignment is made. District-wide overtime will be assigned no more than five (5) days in advance. Overtime shall be assigned to the senior employee and rotated down the list. This assignment of overtime shall be administered by the Employer.

If the employee declines the assignment, he/she goes to the bottom of the list and the next person becomes eligible to accept the assignment. An employee who refuses five (5) consecutive assignments shall be removed from the list for a twelve-month period.

ARTICLE 13. EMERGENCY SCHOOL CLOSING

Section A. Employees are expected to work when school is closed only at the request of the Employer. If an employee reports to work at his/her regularly scheduled time and a school closing has been announced within 30 minutes of that time, he/she shall be paid for one-half hour in addition to regular pay. When an employee is required to report to work when school is closed due to severe weather or emergency situations, one day of vacation will be awarded as a bonus for each day worked. A prorated amount of time off will be provided if an employee works less than eight hours. Any extra days earned will be scheduled in the same manner as vacation days.

Section B. In the event of an emergency school closing, all regular employees who are not called in to work will receive their regular pay.

ARTICLE 14. DISCIPLINE

Section A. Any employee may be discharged for just cause upon the recommendation of his/her supervisor with approval of the Personnel Administrator. Any employee discharged shall be entitled to appeal in accordance with the grievance procedure.

Section B. No employee shall be disciplined without just cause or without being notified of the opportunity to have a union representative present. The procedure is as follows:

- a. Oral reprimand
- b. Letter of reprimand
- c. Suspension (length dependent upon the cause)
- d. Dismissal

There is also action for immediate dismissal, depending upon the incident (example: moral misconduct, reporting to work under the influence of alcohol or drugs not prescribed by a physician, etc.). Disciplinary action may be started at any step when the conduct of the employee merits strong corrective action. It is not the intent of this procedure to carry incidents of minor corrective discipline for long extended periods.

Section C. Wages begin at the time the worker reports for duty, but no earlier than the scheduled beginning time for his/her shift. Where available, time clocks will evidence the worker's starting time.

Section D. Deductions for tardiness will be made to the next highest one-tenth of the hour after the clock is punched. An employee will be considered tardy if he/she arrives at work within two hours of the scheduled starting time. After two hours the employee will be considered absent. The supervisor will determine the excusability of the absence and will determine which person will work in the event a substitute has been called in.

Section E. Habitual tardiness will be cause for disciplinary action. Excepting extenuating circumstances as approved by the building principal or appropriate supervisor, it will be:

- a. First two tardies - verbal warning by immediate supervisor and pay adjustment as in Section D above.
- b. Third tardy - written warning from the Employer and pay adjustment as in Section B above.
- c. Fourth tardy - appropriate disciplinary action as decided by the Employer.

The Board of Education expects every employee to report to work on their scheduled work days. Any absence not covered under this Contract will be considered unexcused. If there are more than three unexcused absences during any calendar year, the Personnel Department will investigate and take appropriate disciplinary action. Such action will be:

- a. Upon the first unexcused absence, a

- verbal warning will be issued by the Employer.
- b. Upon the second unexcused absence, a written warning will be issued by the Employer.
 - c. Upon the third unexcused absence, an unpaid suspension of one (1) day will be issued by the Employer.
 - d. Upon the fourth unexcused absence, appropriate action will be taken by the Employer.

These violations would be for each one year period of this Contract.

ARTICLE 15. SUMMER EMPLOYEES

Summer employees will be employed at a rate less than the lowest paid classification and will receive no benefits. Regularly employed union members who are on layoff will be given first opportunity to accept summer work.

ARTICLE 16. DISABILITY/SICK LEAVE

Section A. Sick leave shall be allowed for the personal illness or disability of the employee at the earned rate of one day per month, with unlimited accumulation, and will be credited the last business day of each month.

Section B. A physical examination may be required at Board expense where absence from work is excessive or exceeds ten working days in succession. A certificate signed by a licensed M.D., D.O. and/or physician of the Employer's choice may be required.

Section C. Each employee who is eligible for sick-day pay shall receive an account of his/her sick leave in July.

Section D. Employees who run out of sick days and have not returned to work will have all insurance benefits terminated on the last day of the month the sick days run out, unless they are on an approved medical leave of absence.

Section E. When a regular employee has depleted all accumulated sick days, he/she will request, when physically or mentally able, in writing, a medical leave of absence for up to one year, without pay, for extended illness or disability. If the employee is physically or mentally unable to make this request, the Family and Medical Leave Act provisions will apply. Medical leave requests must be received within seven days after all sick days have been used. An application for such leave must include

effective date of leave and expected date of return to work. Medical evidence must be submitted to support the leave request. A doctor's release to return to regular assignment must be submitted prior to returning to work. If an unpaid medical leave of absence is approved, insurance benefits will continue until the end of the month following the month in which sick days were depleted.

Section F. The Buildings and Operations Office shall be called in the event of absence due to illness at least one (1) hour prior to the beginning of the employee's regular work shift.

Section G. The Family and Medical Leave Act of 1993 will be controlling in those individual cases where its provisions of benefits exceed those of this Contract.

ARTICLE 17. WORKER'S COMPENSATION

Section A. Worker's Compensation accidents must be reported to the Operations Office immediately. An injured employee must have a doctor's release for regular duty before returning to work. The Board reserves the right to determine whether or not a person on "limited duty" can return to work. The Board may require an employee on Worker's Compensation to be examined by a Board-selected physician at any time.

Section B. Sick leave will be prorated and applied in addition to Worker's Compensation when an employee is receiving Worker's Compensation. The combined payment of Worker's Compensation and sick-leave pay will not exceed the regular earnings of the employee. Such adjustment will be made by reduction of the regular paycheck so that the employee will retain the Worker's Compensation paycheck.

Section C. It is not the intent of this benefit to allow the employee to receive more money than would be the normal take-home pay of the employee before voluntary deductions such as credit union, United Fund, etc.

Section D. When sick days have been exhausted due to Worker's Compensation disability, the Board will continue insurance benefits for a maximum of three months beyond the end of the month in which the sick days were depleted.

ARTICLE 18. MATERNITY/CHILD CARE LEAVE

Section A. The temporary disability of childbirth is covered by Article 16.

Section B. A leave of absence may be granted for absence due to child care, without pay, to any regularly employed staff member with seniority of one year or more, upon written request for such leave. The length of such leave shall not exceed one year, renewable at the discretion of the Board.

Section C. Application for such leave shall be filed as soon as possible with the Employer, and an approximate beginning and ending date should be stated.

Section D. Failure to return from a leave of absence on the date specified on said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Personnel Administrator and the employee prior to said date or if physically unable on the specified date.

Section E. Unpaid maternity leave will be granted without pay and without experience credit and without sick leave accumulation. Upon return from maternity leave, the employee shall be assigned in accordance with the "Business Leave - Unpaid" article, and will be entitled to benefits accrued prior to said leave.

Section F. The Family and Medical Leave Act of 1993 will be controlling in those individual cases where its provisions of benefits exceed those of this Contract.

ARTICLE 19. FUNERAL LEAVE

Section A. An absence of not more than five days due to activities directly related to a death in the immediate family shall be compensated by payment of regular salary for all regular employees. The immediate family shall include the employee's wife, husband, son, daughter, father, mother, brother, sister, stepfather, stepmother, stepdaughter, stepson, stepsister, or stepbrother.

Section B. Absences of not more than three days due to the death of relatives not specified above, but including only mother-in-law, father-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandson, granddaughter, uncle, aunt, brother-in-law, sister-in-law, son-in-law, and daughter-in-law, for activities directly related to the death shall be compensated with regular pay.

ARTICLE 20. JURY DUTY

Section A. Employees called for jury duty shall be excused from work. Jury duty shall not count against sick leave. Employees will get to keep their jury duty pay. They will turn in to the Employer the slip given to them by the court which signifies the day(s) they appeared for jury duty and the amount paid them. This amount will be deducted from their paycheck subject to the following:

1. Employees going for jury duty and still working their regular shift will keep their jury duty pay and also will receive their full Niles Community Schools pay.
2. If employees go for jury duty and are late in reporting for work, their rate of pay for the time missed on their job will be figured as follows:
 - a. Take the jury pay for that day and divide it by the number of hours the individual served on jury duty. This will equal the individual's hourly pay from jury duty.
 - b. For the time that employees are late for work, they will be paid their regular Niles Community Schools hourly rate minus their jury duty hourly pay for that day. This will be their net hourly pay from Niles Community

Schools for the time period of their regular work shift that they missed.

Example: If an employee served on jury duty for nine hours and received \$15.00 for the day, his/her jury duty hourly pay would be \$1.67. If the individual is then three hours late for work and makes \$4.29 per hour, he/she will be paid for these three hours at the rate of the difference between \$4.29 and \$1.67, which is \$2.62 per hour. This rate will then be taken times the three hours missed.

3. Employees who do not show up for work at all will receive their regular pay less the amount received for jury duty. However, employees on jury duty are expected to work whenever possible. Employees on extended jury duty call may be excused from work if notification is given to the Employer.
4. The mileage allowance paid by the court to the employee for travel to and from jury duty is the employee's to keep. In all cases, the travel time allowed an employee from jury duty to work will be a reasonable amount of time as determined by the Employer in individual cases as they arise.

ARTICLE 21. BUSINESS LEAVE - PAID

Section A. In exceptional cases, with full explanation, an employee may use two days of sick leave per year for business, providing written request is filed and approved in advance by the Employer. These days may not be used for pleasure or profit. These days will count against the perfect attendance record.

Section B. An employee may use three days per year for immediate family illness, which will be charged against sick leave and will be counted against perfect attendance.

ARTICLE 22. BUSINESS LEAVE - UNPAID

Section A. An employee who has three calendar years of employment may request, in writing, an unpaid leave of absence for up to one year for personal business, with the approval of the Board of Education. The employee must justify the need for the leave in writing.

Section B. The vacancy of a person known in advance to be absent longer than 15 days shall be sent out for temporary bid and will be posted and awarded according to Article 7. The temporary vacancy will be filled within 48 hours after bids close, whenever possible. The position of the successful bidder will be posted and awarded according to Article 7. Any subsequent vacancies shall be filled, without bidding, by substitute, laid-off personnel, newly hired persons, etc., as available. Upon return from the absence, the person will be placed in his/her former permanent position. The person who temporarily bid in is entitled to return to his/her former position as well.

Section C. An employee on layoff must be given the opportunity to fill a vacancy due to temporary job vacancy before another person may be hired.

Section D. At the end of the calendar month when the leave begins, insurance will be terminated and sick days will be frozen. The employee has the option to continue insurance coverage at his/her own expense to the extent allowed by COBRA.

ARTICLE 23. EMERGENCIES

Section A. An employee shall be free to use business leave or to leave work without pay in case of an emergency, providing he/she requests permission from his/her supervisor prior to leaving, if possible, and the absence is reasonable.

Section B. An employee shall be free to use any remaining paid business leave whenever circumstances beyond his/her control require him/her to appear in a court of law. Prior permission should be obtained from the supervisor. Employees who have no paid business leave remaining shall be allowed to use accumulated vacation days or request an unpaid leave from the Employer.

ARTICLE 24. VACATION

Section A. The vacation schedule shall be as follows:

Less than 1 contract year	Prorated days
1 through 7 years	10 days
8 through 13 years	15 days
14 years and over	20 days

Section B. To be eligible for vacations with pay, an employee must be a regular employee; must have completed the probationary period; and have worked beyond July 1 of the school year in which he/she was hired. Vacation days will be prorated based upon the number of months an employee has worked on June 30 of the school year in which he/she was hired. (EXAMPLE: An employee hired in March will be eligible for four-twelfths or one-third of the annual vacation allowance on June 30 of that year.)

Section C. Vacations shall be scheduled in advance with the Employer, who will determine the number of employees who may be absent at one time. Such determination will be made by considering need, classification, work group, seniority, and the best interest of the school district. It is the intent of the vacation schedule not to create work loads requiring overtime or the hiring of substitutes.

Section D. Legal holidays that fall during a vacation shall not be counted as vacation days.

Section E. Upon employee request, one day paid vacation will be granted an employee for every four (4) months of perfect attendance he/she attains. This vacation must be approved in advance and attached to the employee's current vacation period.

Section F. Vacations, including any perfect attendance days and comp days/time earned, may not be carried over beyond the annual vacation deadline of August 15. The normal deadline may only be extended by the Board of Education upon written request in extenuating circumstances.

ARTICLE 25. HOLIDAYS

Section A. Regular full-time employees are eligible for the following paid holidays:

New Year's	3 days
Good Friday	1/2 day
Memorial Day	1 day
July 4	1 day
Labor Day	1 day
Thanksgiving	2 1/2 days
Christmas	<u>3 days</u>
TOTAL	12 days

Regular part-time employees are eligible for prorated holiday pay.

Section B. If during future years of this Agreement no school is scheduled on Good Friday, that day will be a paid holiday. If Good Friday is a scheduled half-day of school, the employee will work a half-day shift and will receive a full day's pay for the half shift.

ARTICLE 26. RETIREMENT

Section A. The school system will pay to the Michigan Public School Employees Retirement Fund all retirement costs required by state law.

Section B. The Board may retire any employee if, in the opinion of a medical doctor, such retirement would be in the best interest of the school and the employee.

Section C. The employee is responsible for filing all retirement form applications. Information on retirement is available by contacting the Michigan Public School Employees Retirement Board, P.O. Box 30026, Lansing, Michigan 48909. Applications for retirement should be initiated six months prior to the anticipated date of retirement.

Section D. In recognition of service to the school district, a terminal leave payment of 1/10 of 1% of the annual salary (2,080 hours times hourly rate) times years of service of the employee will be paid upon retirement, provided the employee has been employed by the Niles Community Schools for 10 consecutive years prior to retirement, or 20 consecutive years of service if the employee has resigned. (An employee who has been discharged due to disciplinary action is not eligible for this benefit.)

Section E. Upon retirement an employee will also be paid 12% of his/her daily wage rate multiplied by the number of his/her accumulated unused sick days.

Section F. Individual employees may choose the following schedule of longevity bonus payments in lieu of retirement benefits listed under Sections D and E of this Article:

June 1 of the 15th year	\$200
June 1 of the 20th year	\$400
June 1 of the 25th year	\$600

At the employee's option, longevity payments may be "banked" with the school system and paid at the time the employee terminates service with the system. However, once the longevity bonus has been chosen, the employee forfeits any further option for retirement payments under Sections D and E above.

ARTICLE 27. SUBSTITUTE PROCEDURE

Section A.

1. When a custodian notifies Operations that he/she will be absent at least one hour prior to the start of the shift, Operations then decides:
 - a. Let the work go;
 - b. When a short term (1 day) need arises, a custodian may be required to work outside of his/her area;
 - c. Assign overtime;
 - d. Employ a substitute.

2. If a custodian notifies Operations that he/she will be absent less than one hour prior to the start of the shift, Operations will fill the position using the above methods.

3. When Operations authorizes overtime, it will call the Head Custodian, who will find employee(s) from within the building to work overtime. If the position cannot be filled, Operations will call the evening overtime list (day shift employees who have signed up). If the position still cannot be filled, the Employer will call in substitute(s).

Section B. Any employee may be used to substitute at the discretion of the Employer.

Section C. A Union Member substituting for a position in a higher wage class and assuming all of the responsibilities of that position will receive a pay rate applicable for the

position he/she is replacing.

Section D. For Head Custodian subbing:

1. Head Custodian will fill from within the building.
2. If the position cannot be filled, Operations will go to the daytime district overtime list or reassign another employee.
3. If the position can still not be filled, then Operations will find a substitute.

Section E. The remedy for any errors in overtime assignment shall be limited to offering the employee who suffered the error the next substitute assignment.

Section F. A substitute employee is someone employed to fill a vacancy due to a temporary job vacancy (vacation, sick leave, funeral leave, business leave, jury duty, emergencies).

ARTICLE 28. MISCELLANEOUS

Section A. Coveralls shall be furnished to custodian engineers, maintenance and yard workers to protect clothing when necessary.

Section B. A 15-minute rest period is permitted on work site, one before meal break and one after meal break, for all employees covered by this Contract; exact time to be agreed upon with the supervisor or principal. Maintenance workers, due to the nature of their job assignments, may take one 30-minute break in lieu of two 15-minute breaks and may, with the approval of the Employer, set the time of those breaks at their own discretion in order to complete the job at hand most efficiently.

Section C. Certain employees may be assigned to two or more buildings during their eight-hour day, and are to be compensated for travel at the rate approved by the Board of Education. The employee is required to report the number of miles traveled at the end of each quarter or at the termination of this job assignment to receive compensation for same.

Section D. Any Article or Section of this Agreement that is found to be in conflict with any state or federal legal action will be deemed null and void.

Section E. Any union employee who is required to have a special driver's license will be reimbursed by the Board of Education on a prorated basis.

Section F. It is mutually agreed that no work shall be subcontracted other than that which the school system does not have the manpower, equipment, or facilities to perform, or which in its judgment it cannot economically and/or practically perform with the existing work force.

Section G. All second shift custodians will be assigned regular areas within a building. However, when short-term needs arise a custodian may be required to work outside of his/her regular area.

Section H. A copy of the job description will be given each new employee and each employee awarded a posted job.

Section J. Contract Definitions

1. The Employer will consult with the Union by :
 - (a) presenting to the local president changes that are being considered or planned
 - (b) arranging a meeting with the executive committee
 - (c) hearing input from the executive committee

2. A permanent position is one that is ongoing and continuing for the foreseeable future, not one that is temporary (for example, summer work or replacing an absent employee) or substitute (for example, day-by-day or other short-term assignment). This includes permanent regular and part-time positions.

3. A regular employee is one who has successfully completed a thirty-consecutive-work-day probationary period and who consistently is scheduled to work in a permanent (not temporary or substitute) position as assigned by the Employer.
4. A part-time employee is anyone who works less than forty hours per week in a permanent (not temporary or substitute) position as assigned by the Employer. Part-time employees who have successfully completed a thirty-consecutive-day probationary period and work thirty or more hours per week are eligible for insurance benefits prorated to a forty-hour work week. (For example, the Employer will pay 75% of the insurance premiums of employees who work thirty hours per week in a regular assigned position.) Part-time employees working twenty or more hours per week are eligible for half-time benefits of sick days, holidays, personal leave, and vacation.
5. A temporary employee is anyone employed for a specific period (such as a summer) or for a specific purpose (to replace an absent employee).
6. A substitute employee is one who is called to work on a daily or other short-term basis.

Section K. Any union member who has been employed for a period of one year with Niles

Community Schools may be reimbursed by the school district for the tuition costs for college credit classes assigned by the Employer according to the following provisions.

1. Courses must be for college credit and be related to the employee's classification.
2. No more than six (6) credit hours per calendar year will be reimbursed.
3. Any courses under a grant program will not be reimbursed when the tuition has been provided in the grant.
4. Reimbursement will be at the rate of 100% of the class tuition.
5. To qualify for reimbursement, courses must be approved by the Superintendent before the first class meeting.
6. Courses must be passed with a minimum grade of "C" in order to qualify for reimbursement.

ARTICLE 29. WAGES

Section A. Wages for noninstructional employees will be established on a 40-hour week ranging from a starting wage through three or four advancement rates as agreed to in Appendix A.

Section B. All night-shift workers will receive an additional \$.15 an hour for working the night shift. Time and one-half after eight hours. Double time for Sundays and holidays. In the event a late-night shift is created at the Senior High, premium pay will be \$.20 over the regular day rate.

Section C. A full-time employee who works on the day shift beyond the regularly scheduled hours of such shift shall be considered as working the day shift and shall not be paid any premium except overtime after eight hours.

Section D. Any day person filling a night person's position will receive the \$.15 night premium.

Section E. Paychecks are issued on every other Friday on a biweekly schedule. Pay for regular hours will be paid current to the payroll date. Overtime and other pay adjustments will be delayed two weeks.

Section F. The pay scales shall be in accordance with Appendix A at the end of this Agreement.

ARTICLE 30. INSURANCE

Section A. The Board agrees to pay the premium for the Administration Systems Research Corporation (ASR) Group Number G-600 insurance program (Benefit Booklet given to each employee) for each regular employee (full-time or part-time working thirty or more hours per week) and his/her dependents, commencing on the first of the month following 30 calendar days of employment. Additionally, the Employer will pay the premium for long term disability insurance.

The Board of Education will pay the respective deductible on the first pay day after September 1 of each year. The Board will provide equivalent coverage (carrier to be selected by the Board) for Delta Dental and MESSA Vision (VSP-A). The Board will also provide equivalent coverage (carrier selected by the Board) as MESSA Long Term Disability, modified fill plan tied to sick days, with a benefit of 50% of salary and a monthly maximum of \$1,500.

Section B. Hospitalization, dental, and vision insurance shall be terminated on the last day of the month when an employee terminates employment.

Section C. Employees on approved leaves of absence may continue insurance for the duration of the leave, providing they pay the cost of the premium, to the extent allowed by COBRA.

ARTICLE 31. HEALTH AND SAFETY

Section A. For the protection of children, the worker, and the Board of Education, a physical examination may be required for employment. Cost of the examination will be paid by the Board of Education, and the Board may designate the physician. The physician shall be other than a chiropractor.

Section B. An employee must immediately report to his/her supervisor all accidents or injuries sustained by students or themselves. This report must be in writing.

Section C. Medical and/or diagnostic test requirements will comply with federal and/or state law.

ARTICLE 32. PERSONAL GROWTH

Section A. Each employee shall be urged to improve his/her personal abilities and job performance. Employees will be encouraged to attend approved workshops, etc., relative to their work. Cost of these activities will be paid at the hourly rate of the employee's pay for time spent in training sessions. Employees will be reimbursed for mileage at the Board-approved rate.

ARTICLE 33. MANAGEMENT RIGHTS

Section A. The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. Such rights and responsibilities shall include, by way of illustration and not by way of limitation, the right to manage, direct and control the operations of the School District; to hire, evaluate, promote, transfer, lay off, and recall employees; to discipline and/or discharge employees for just cause; to determine the size of the work force and to increase or decrease its size; to assign work and working hours; to create new jobs; to assign employees to job classification, and to change employee classification; to direct the work force; to determine the services to be furnished and the operations to be performed, including the methods, procedures, means, and equipment required to provide such services and operations; to discontinue, combine, or reorganize operations within the School District; and to otherwise carry out the ordinary and customary functions of management except as specifically and expressly restricted by the terms of this Agreement and applicable State or Federal statutes.

Section B. The Employer shall have the right at any time to promulgate and to enforce such reasonable rules and regulations as it

considers necessary and/or desirable for the safe, effective, proper, and efficient operation of the School District.

Section C. It is understood and agreed that, in exercising its right and meeting its responsibilities, the Employer acts through its administrative and supervisory personnel in the administration of this Agreement.

ARTICLE 34. PAST PRACTICES

Section A. This Agreement shall supersede any past practice of the Board which may be contrary or inconsistent with its terms. The provisions of this Agreement shall constitute the entire agreement between the parties hereto and shall supersede and cancel all prior agreements, arrangements, understandings, or past practices of the Board or the Union. Past practice shall not be the basis of any grievance unless both parties recognize and agree that the past practice has been in existence for at least three months.

APPENDIX A-1
WAGE SCHEDULE - 1997-1998

<u>Wage Classification</u>	<u>Start</u>	<u>1 mo.</u>	<u>6 mo.</u>	<u>9 mo.</u>	<u>12 mo.</u>
Utility Runner	\$ 6.29	\$ 6.29	\$ 6.29	\$ 6.29	\$ 6.29
Custodian; Mechanics' Helper	10.97	11.21	11.42	11.61	11.68
Delivery & Receiving Clerk; *Combination Position	11.20	11.50	11.68	11.87	12.01
Custodial Engineer III	11.41	11.68	11.87	12.01	12.08
Custodial Engineer II	11.58	11.88	12.01	12.21	12.38
Custodial Engineer I; Mechanic II	11.71	12.01	12.18	12.36	12.55
Senior High Engineer	12.12	12.42	12.58	12.76	12.96
Maintenance Mechanic; Certified Mechanic I	12.50	12.79	12.97	13.15	13.34
+State Licensed Plumber, Electrician; Head Mechanic	13.37	13.72	13.92	14.19	14.64

*Combination Position: Grounds Worker, Delivery/Receiving Clerk, Custodian.

+No present Maintenance Mechanic will be displaced by the hiring of a Licensed Plumber or Electrician.

Custodial Engineer III includes Westside.

Custodial Engineer II includes Eastside, Southside, Oak Manor, and Northside.

Custodial Engineer I includes Howard, Ballard, Ring Lardner, and Senior High Night Foreman.

With the exception of the Utility Runner, any person hired after December 1, 1994, will be paid the above wages minus \$2.00 per hour.

Combination Workers who are asked to perform maintenance-level work will be paid \$12.79 per hour for such an assignment in 1997-98.

Effective: July 1, 1997, through June 30, 1998.

APPENDIX A-2
WAGE SCHEDULE - 1998-1999

<u>Wage Classification</u>	<u>Start</u>	<u>3 mo.</u>	<u>6 mo.</u>	<u>9 mo.</u>	<u>12 mo.</u>
Utility Runner	\$ 6.48	\$ 6.48	\$ 6.48	\$ 6.48	\$ 6.48
Custodian; Mechanics' Helper	11.30	11.55	11.76	11.96	12.03
Delivery & Receiving Clerk; *Combination Position	11.54	11.85	12.03	12.23	12.37
Custodial Engineer III	11.75	12.03	12.23	12.37	12.44
Custodial Engineer II	11.93	12.24	12.37	12.58	12.75
Custodial Engineer I; Mechanic II	12.06	12.37	12.55	12.73	12.93
Senior High Engineer	12.48	12.79	12.96	13.14	13.35
Maintenance Mechanic; Certified Mechanic I	12.88	13.17	13.36	13.54	13.74
+State Licensed Plumber, Electrician; Head Mechanic	13.77	14.13	14.34	14.62	15.08

*Combination Position: Grounds Worker, Delivery/Receiving Clerk, Custodian.

+No present Maintenance Mechanic will be displaced by the hiring of a Licensed Plumber or Electrician.

Custodial Engineer III includes Westside.

Custodial Engineer II includes Eastside, Southside, Oak Manor, and Northside.

Custodial Engineer I includes Howard, Ballard, Ring Lardner, and Senior High Night Foreman.

With the exception of the Utility Runner, any person hired after December 1, 1994, will be paid the above wages minus \$2.00 per hour.

Combination Workers who are asked to perform maintenance-level work will be paid \$13.17 per hour for such an assignment in 1998-99.

Effective: July 1, 1998, through June 30, 1999.

APPENDIX A-3
WAGE SCHEDULE - 1999-2000

<u>Wage Classification</u>	<u>Start</u>	<u>3 mo.</u>	<u>6 mo.</u>	<u>9 mo.</u>	<u>12 mo.</u>
Utility Runner	\$ 6.66	\$ 6.66	\$ 6.66	\$ 6.66	\$ 6.66
Custodian; Mechanics' Helper	11.61	11.87	12.08	12.29	12.36
Delivery & Receiving Clerk; *Combination Position	11.86	12.18	12.36	12.57	12.71
Custodial Engineer III	12.07	12.36	12.57	12.71	12.78
Custodial Engineer II	12.26	12.58	12.71	12.93	13.10
Custodial Engineer I; Mechanic II	12.39	12.71	12.90	13.08	13.29
Senior High Engineer	12.82	13.14	13.32	13.50	13.72
Maintenance Mechanic; Certified Mechanic I	13.23	13.53	13.73	13.91	14.12
+State Licensed Plumber, Electrician; Head Mechanic	14.15	14.52	14.73	15.02	15.49

*Combination Position: Grounds Worker, Delivery/Receiving Clerk, Custodian.

+No present Maintenance Mechanic will be displaced by the hiring of a Licensed Plumber or Electrician.

Custodial Engineer III includes Westside.

Custodial Engineer II includes Eastside, Southside, Oak Manor, and Northside.

Custodial Engineer I includes Howard, Ballard, Ring Lardner, and Senior High Night Foreman.

With the exception of the Utility Runner, any person hired after December 1, 1994, will be paid the above wages minus \$2.00 per hour.

Combination Workers who are asked to perform maintenance-level work will be paid \$13.53 per hour for such an assignment in 1999-2000.

Effective: July 1, 1999, through June 30, 2000.

APPENDIX B
GRIEVANCE REPORT

School District _____ Grievance Number _____
Department _____ Date of Violation _____
Date of Grievance _____

Subject to provisions of the negotiated Agreement between the Board and the Union, I hereby authorize the representative of the Union recognized by the Board as my collective bargaining representative to process this request or claim arising there from in this or any other stage of the grievance procedure, including arbitration, to adjust or settle the same.

STATE OF THE GRIEVANCE:

REMEDY REQUESTED:

Approval for Processing:

Date _____ Signature of Grievant (Use Reverse side for additional signatures if more than one grievant or for additional statements.)

Supervisor's Decision:

Date _____ Signature of Supervisor

Union's Disposition:

Date _____ Satisfactory ___ Unsatisfactory ___

Superintendent or designee's Disposition:

Date _____ Signature of Superintendent/designee

Union's Disposition:

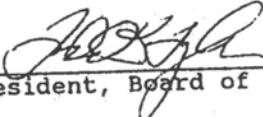
Date _____ Satisfactory ___ Unsatisfactory ___

APPENDIX C

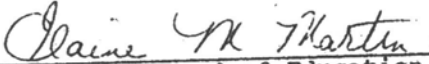
JOB CLASSIFICATIONS

Head Mechanic
Certified Mechanic I
Mechanic II
Mechanic's Helper
State Licensed Plumber, Electrician
Maintenance Mechanic
Senior High Head Custodian
Head Custodian I - Howard, Ballard,
Lardner, Senior High
Night Foreman
Head Custodian II - Eastside, Southside,
Northside, Oak Manor
Head Custodian III - Westside
Combination Position
Delivery and Receiving Clerk
Custodian
Utility Runner

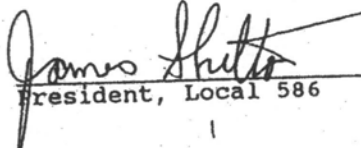
This Agreement shall be effective July 1, 1997, and shall continue in effect until June 30, 2000. Agreement shall not be extended orally, and it is expressly understood that it shall expire on the day indicated. It may be reopened only by mutual consent.




President, Board of Education



Secretary, Board of Education

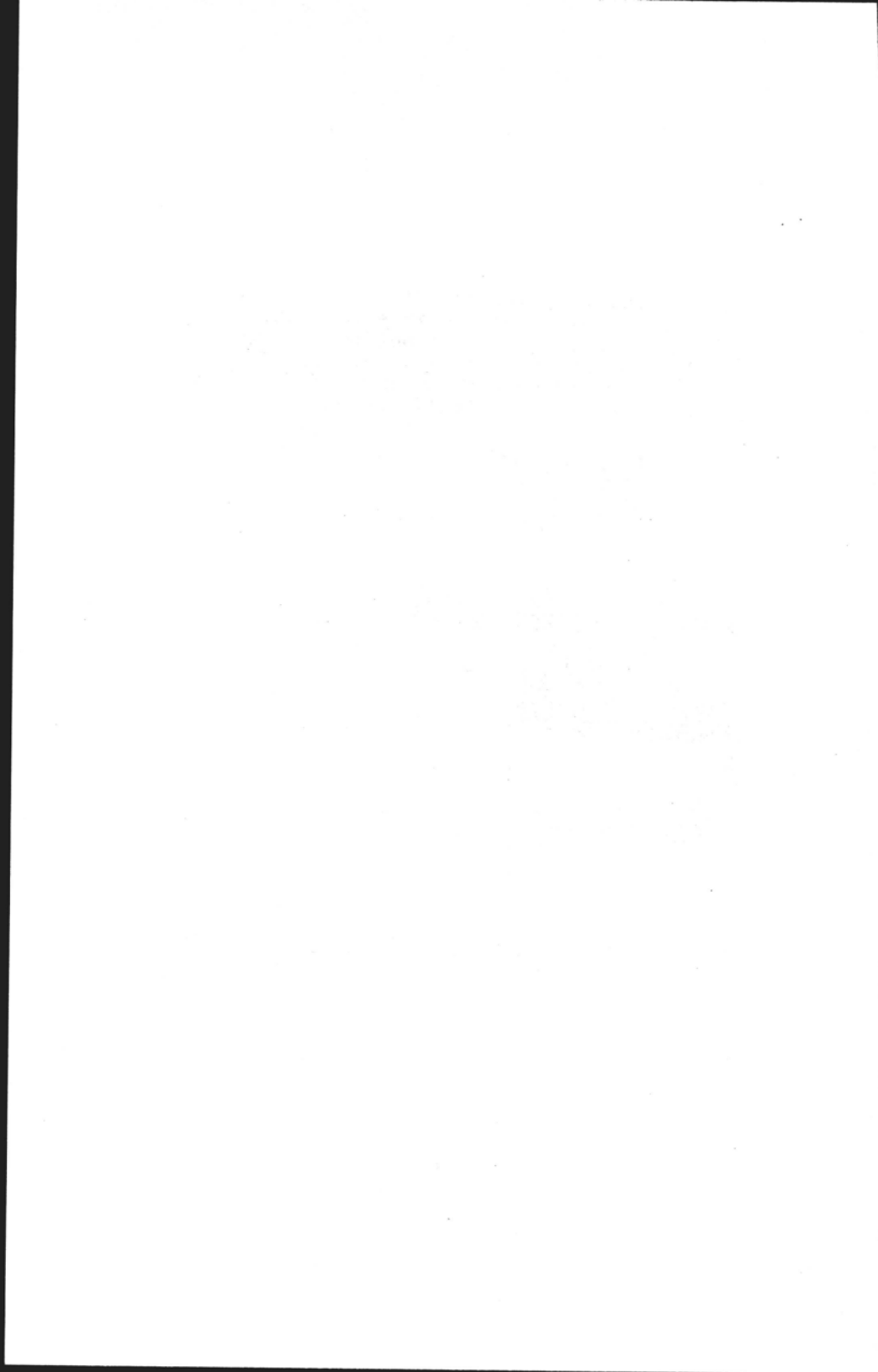


President, Local 586



President, Unit 78

Dated this 17 day of November, 1997.



LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

