

3838

6/30/99

**CONTRACT**

**between**

**BOARD OF EDUCATION**

**SAGINAW TOWNSHIP COMMUNITY SCHOOLS**

**and**

**LOCAL 582, SERVICE EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO**

**1996-1999**

**Saginaw Township Community Schools  
Saginaw, Michigan**

*Saginaw Township Community Schools*

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# MASTER AGREEMENT

between the  
Saginaw Township Board of Education  
and the  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 582

## AGREEMENT

THIS AGREEMENT, is made and entered into, by and between the Saginaw Township Community Schools Board of Education, Saginaw, Michigan, hereinafter referred to as the "Employer", and Local 582, Service Employees International Union, AFL-CIO, Custodial Group, Saginaw, Michigan, hereinafter referred to as the "Union".

## WITNESSETH

In consideration of the premises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

## PREAMBLE

Whereas, it is the desire of the parties to this Agreement to work together harmoniously and to promote and maintain relations between the Employer and the Union which will serve to the best interest of all concerned, now therefore, the parties hereto agree as follows:

## ARTICLE I

### RECOGNITION

A. **Exclusive Representative.** The Employer recognizes the Union as the sole and exclusive representative of all Maintenance and Custodial employees for the purpose of collective bargaining, with respect to rates of pay, wages, hours of employment, or other conditions of employment. The term "employee" or "employees" for the purpose of this Agreement shall include the Maintenance and Custodial, and School Bus Maintenance employees of the Board, including part-time employees within such unit, as set forth in the Wage Scale referred to in Article XVI hereof.

**B. 200 Day Positions.** Employees hired after January 3, 1991, may be assigned to a two hundred (200) day position and employees hired before that date may bid for open two hundred (200) day positions. Employees working a two hundred (200) day position shall have first option to receive summer work and work during school breaks. Employees holding two hundred (200) day positions shall receive full benefits except vacation. To be eligible for holiday benefits, the 200 day employee must be scheduled to work the day before and the day after the applicable holiday. Full-time bargaining unit employees hired before January 3, 1991, shall not have their status reduced to a 200 day employee; this provision shall not be used as a subterfuge or a method eroding the bargaining unit.

**C. Regular Part-Time Employees.** Regular part-time employees, with the exception of employees hired before January 1, 1993, shall be defined as an employee who is regularly and consistently scheduled to work twenty (20) or more hours per week. Regular part-time employees shall be subject to Union membership pursuant to Article II, Union Security, and shall receive the following benefits: 1) Pro-rated sick leave; 2) One (1) personal business day according to provisions of Article XIII; 3) Life insurance premium paid by Board of Education; and 4) Holidays. Full-time bargaining unit employees shall not have their status reduced to a regular part-time employee; this provision shall not be used as a subterfuge or a method of eroding the bargaining unit.

**D. Temporary Employees (Substitute Custodians).** The Employer retains the right to hire temporary employees in cases of emergency, temporary projects and to fill in to staff the absences of regular bargaining unit members as a result of vacations, sick leaves, leaves of absence, workers' compensation leaves, etc. The wages and benefits of temporary employees will be established by the Employer (not to exceed the wages and benefits provided in this Agreement), and temporary employees shall not be included within the bargaining unit for purposes of Union membership or privileges of the Agreement. The Employer may hire a temporary employee for periods up to six (6) months with extensions thereafter, upon Union consent. The Union may make written demand to include temporary employees who have maintained uninterrupted and continuous full-time employment in excess of six (6) months within the bargaining unit and, therefore, subject to the provisions of this Agreement and Union membership. Within five (5) days after the receipt of the Union's written demand, the Employer shall have the option of including the employee within the bargaining unit or replacing the temporary employee. Temporary employees who are included within the

bargaining unit pursuant to the Union's written demand shall be deemed to have successfully completed their probationary period and, further, shall have date of hire or six (6) months seniority, whichever is less. The hiring of temporary employees shall not be used as a subterfuge or a method of eroding the bargaining unit.

## **ARTICLE II**

### **UNION SECURITY**

A. Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Union shall be required as a condition of employment, beginning on the 30th day following the beginning of such employment, or the 30th day following the date upon which this Agreement is signed, whichever occurs later, to pay to the Union a service charge as a contribution toward the administration of this Agreement and the representation of such employees. The service charge shall be in the same amount and payable at the same time as the Union's regular dues.

B. The Union shall indemnify the Employer and hold it harmless against this Article and, in the event any actions or claims are commenced against the Employer to recover from it any sums as a result of enforcement of this Article, the Union shall intervene and defend such action or claim.

## **ARTICLE III**

### **VOLUNTARY DEDUCTION OF DUES**

A. Insofar as practical, the Employer will deduct from the first pay of each month the Union dues and initiation fees of each employee covered by this Agreement provided the Union has furnished the Employer with signed authorizations.

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 deductions 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. The Union shall indemnify the Employer and hold it harmless against any loss or claims for damages resulting from the payment to the Union of any sums deducted under this Article and, in the event any actions or claims are commenced against the Employer to recover from it any sums deducted under this Article, the Union shall intervene and defend against such action or claim.

D. When an employee does not have sufficient money due them after deductions have been made for Social Security, Insurance, Garnishment, etc., or any other deductions authorized by the employee or required by law, upon request of the Union, dues for that month will be collected by the Employer the following month from the employee.

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

F. 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.

#### ARTICLE IV

#### ADMINISTRATION 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, rights, 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 rights:

1. 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 qualifications and conditions for their continued employment, or their dismissal, or demotion for just cause; and to promote and transfer for just cause, all such employees.



B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, will not be arbitrary and/or capricious for just cause and non-discriminatory in 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.

D. Subcontracting/Out-Sourcing. It is the general policy of the School District to continue to utilize its employees to perform work they are qualified to perform. However, the District reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency, where the subcontracting does not erode the bargaining unit.

E. Work Rules and Safety Regulations. The School District may prepare, issue and enforce work rules and safety regulations necessary for the safe, orderly and efficient operation of the school system. Work rules will not be arbitrary or capricious in nature nor shall they be discriminatory and for just cause. Safety regulations shall meet State and Federal Standards. Work rules and safety regulations shall be provided to the Union upon the Union's request.

## ARTICLE V

### REPRESENTATION

A. Bargaining Unit Defined. All employees who are covered by this Agreement shall be represented for the purpose of the Grievance Procedure by Stewards to be chosen by the Union.

**B. Job Status and Functions of Union Officers.**

1. Stewards and/or Alternate Stewards shall be paid by the Employer for time spent on processing of grievances related to the Employer during their regular scheduled working hours, at their regularly scheduled earned rate, provided there is no disruption of normal school business activities.
2. The names of Stewards and Alternate Stewards in each district shall be given in writing to the Employer; no Steward or Alternate Steward shall function as such, until the Employer has been advised of the selection of the Steward or Alternate Steward in writing by the officers of the Local Union, Chairperson of the division or an International or Council representative. Any changes in Stewards or Alternate Stewards shall be reported to the Employer in writing as far in advance as possible.
3. Any Steward or Alternate Steward having an individual grievance in connection with their own work may ask for a member of the committee to assist them in adjusting the grievance.
4. Union Representatives or Stewards to be allowed up to a total of ten (10) unpaid Union days per year with no more than one (1) gone at a time.

**C. Grievance Procedure.**

1. **Definition:** A grievance shall mean a complaint by a custodian in the bargaining unit that has been to him/her a violation, misinterpretation, misapplication or inequitable application of a specific provision(s) of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.

As used in this Article, the term "custodian" may mean a group of custodians having the same grievance.

2. The custodian who feels that he/she has a grievance should first take the matter up verbally with the Immediate Supervisor (within ten (10) working days following the act or condition which is the basis of the custodian's grievance), who will attempt to resolve it with the custodian.

3. If this fails to resolve the grievance, the custodian shall submit the grievance in writing, within thirty (30) working days, specifying the section of the contract alleged to be violated, the event that caused the alleged violation, the alleged violation, and the remedy sought.

4. Within five (5) working days of receipt of the written grievance, the Immediate Supervisor shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the custodian may appear personally or may be represented by a Union representative, or both. Such conference may be scheduled by the Administration during regular working hours, without loss of pay to the grievant. Conferences shall not be scheduled at a time that would result in a disruption of normal school routine and duties.

5. Within five (5) working days, or longer after such conference, or longer if mutually agreed to, the Immediate Supervisor shall answer such grievance in writing.

6. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the Immediate Supervisor's decision will be final.

7. If the Union does not accept the Immediate Supervisor's written answer, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to the Superintendent within five (5) working days from the date of receipt of the Immediate Supervisor's written decision.

All time limits and/or steps may be waived by mutual consent of both parties providing such consent is in writing.

8. Within ten (10) working days of receipt of the written appeal, the Superintendent, or a designated representative, will arrange for a conference to satisfactorily resolve the grievance. Such conference may be scheduled by the Administration during regular working hours, without loss of pay to the grievant. Conferences shall not be scheduled at a time that would result in a disruption of normal school routine and duties.

9. Within ten (10) working days, or longer if mutually agreed to, the Superintendent, or a designated representative, shall answer such grievance in writing.

10. Such answer shall be final and binding unless appealed to the next step within 25 working days from the date of the Superintendent's written decision.

11. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of either party. The arbitrator shall be chosen in accordance with the rules of the American Arbitration Association and Conciliation Service.

12. Within ten (10) days after submission to binding arbitration, as specified in "10" and "11" above, the party choosing to arbitrate must provide the other party with written notice setting forth the specific nature of the dispute to be arbitrated.

13. The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of specific provisions in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority, nor shall it consider its function to include, the decision of any issue 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 Arbitrator shall not give a 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 in effect a modification (whether by addition or detraction) of clear and unambiguous written terms of this Agreement.

14. Unless expressly agreed to by the parties, in writing, the Arbitrators are limited to hearing one issue or grievance upon its merits at any one hearing. Separate Arbitrators shall be selected for each grievance appealed to binding arbitration.

15. The fees and expenses of the third party impartial arbitrator, cost of transcript (if one is requested by the Arbitrator), and cost of

hearing room, shall be borne by the loser as evidenced by the decision of the Arbitrator. Should the Arbitration result in a compromise decision the Arbitrator shall make as part of its decision a ruling as to how the above expenses shall be prorated.

16. The term "days" when used in this Article shall mean workdays, or during the summer months, days when the Administration office of the Board is open for business.

17. Any claim or grievance arising prior to the expiration of this Agreement shall be processed through the grievance procedure until resolution even though the Agreement may have expired while the grievance is in progress.

18. Grievances filed as class grievances shall be initiated at the Superintendent Level of the Grievance Procedure. The Superintendent shall retain the discretion to remand a class grievance to prior steps of the Grievance Procedure, but shall not remand as a subterfuge to violate the time provisions provided within this Article.

## **ARTICLE VI**

### **SENIORITY**

New employees will be considered as probationary employees until they have been employed continuously for ninety (90) working days, the employee will be considered as a regular employee and seniority will start as of the last date of hire. Probationary employees work at the sole discretion of the Employer, and may be discharged without cause and without recourse to the grievance and arbitration procedures.

## **ARTICLE VII**

### **LAYOFF AND RECALL**

A. The following provisions apply solely for the purpose of layoff and recall and have no effect on any other provision of this Agreement.

1. It is understood that the administration has the sole discretion in determining the number and classifications needed by the school district and to determine the timing and numbers needed when layoffs are required.

2. Employees shall be given their district seniority date.
3. For purposes of layoff, the following descending order for reduction of staff shall be controlling:
  - a. Head Custodians-Buildings over 185,000 sq. ft.
  - b. Utility/Maintenance
  - c. Head Custodians-Buildings over 100,000 sq. ft.
  - d. Head Custodians-Buildings under 40,000 sq. ft.
  - e. Custodians (includes regular, night, pool, grounds, and laundry)
  - f. Bus Maintenance
  - g. Substitutes
4. When employees are to be reduced in any of the above classifications, the least senior employee in that classification shall be eliminated based on the number needed as determined by the administration.
5. Employees who have been eliminated from a particular classification shall be reassigned to a lower rated classification provided they have the necessary seniority and had previously been classified in the lower classification.

Head Custodians can bump down to a lesser paid Head Custodian position without regard to above qualifications.

6. So long as the reductions are proper and in accordance with this Agreement on the date of the reduction there will be no valid claim created for the purpose of contesting the employer's decision on reassignments.
7. It is understood that employees classified as school bus maintenance shall be considered separately from all other classifications and shall have no right to bump into any other classification, nor shall any other classification have the right to bump the school bus maintenance classification, unless they had previously held that classification.

**B.** Employee's seniority will be continuous and the employee shall hold all seniority rights for purpose of layoff and recall except when the employee voluntarily resigns or when discharged, or is laid off for a period of two (2) years.

C. Seniority of an employee shall continue while absent because of injury covered by Workers' Compensation.

D. The right to reemployment and the continuing seniority rights of any employee now or hereinafter, upon the seniority lists, and who now or hereinafter, is a member of the Armed Forces of the United States, shall retain their seniority rights if they reapply within ninety (90) days from discharge.

E. When there is a layoff, those employees in the bargaining unit who have been designated, in writing, as the grievance representatives shall be granted top job seniority for layoff and recall only provided they are capable of performing the work, and provided further, such super-seniority is limited to no more than two designated employees in this Unit.

F. Employees shall be called back to work in reverse order of layoff as specified above.

G. Regular bargaining unit employees who have been laid off may be recalled back to work into substitute custodian positions. Regular laid off employees who are recalled back as substitutes shall begin to receive benefits after said employee has completed thirty (30) continuous days of work actually performed.

## ARTICLE VIII

### WORKING HOURS

#### A. For the Purpose of Computing Overtime Premium Pay.

1. For the purpose of computing overtime premium pay, the regular working day is eight (8) hours and the regular working week is forty (40) hours. Only hours actually worked will be counted towards computing overtime premium pay.
2. All hours actually worked by employees in excess of the normal work day or work week shall be paid at time and one-half (1-1/2) the regular straight time hourly rate.
3. Overtime within a building shall be equalized among the employees regularly assigned to that building to the extent reasonably possible and consistent with ability to do the work.

Refusal to perform overtime must be based on a reasonable excuse provided there is a sufficient number of employees remaining to perform the necessary work.

4. Employees shall be paid two (2) times their regular rate of pay for all hours worked on holidays and Sundays.

**B.** The normal work week shall be forty (40) hours, Friday through Thursday, and the normal work day shall be eight (8) consecutive hours. Saturday work shall not be considered as overtime (time and one-half) until the employee has actually performed work in excess of forty (40) hours. However, if an employee misses two (2) days or less for illness during the prior fiscal year, that employee shall receive time and one-half (1-1/2) for Saturday work, notwithstanding the fact that the employee may not have worked forty (40) hours during the employee's regular work week. With the exception of sick days, all time off with pay due to receipt of a contractual benefit shall be considered as time actually worked.

**C.** All personnel hired after July 2, 1992 may be subject to a normal work week of Tuesday through Saturday.

1. All present personnel would not be subject to a normal work week of Tuesday through Saturday.
2. Any custodial employee applying for a change of position that is posted as Tuesday through Saturday will be required to work those days.
3. Employees scheduled Tuesday through Saturday will not be used for building checks.

**D. Emergency School Closings.** When school is canceled because of adverse weather, Acts of God or other emergency conditions, custodians need not report unless directed to do so by a supervisor and shall receive pay for these days. If the supervisor requests that the employee report to work, and the employee works when other custodians are not required to work, compensatory time-off, up to a maximum of eight (8) hours per day, will be given at a later date. All accrued compensatory time must be used between September 1 and August 20 of the school year in which it was earned.



When school is delayed because of adverse weather, Acts of God, or other emergency conditions, all custodians will report to work unless directed by their supervisor.

All bargaining unit member employees who are scheduled to work 200 days or less per year will be paid for hours normally worked as allowed by the Michigan School Code when school is closed due to adverse weather or other emergency. In the event that students are rescheduled for school at a later date, bargaining unit members will be allowed to make these days up.

## **ARTICLE IX**

### **CALL IN TIME**

A. Any employee called out to work, outside their regular scheduled working hours, shall receive a minimum of two (2) hours work (as approved by the Buildings and Grounds or Transportation Supervisor). This does not include Head Custodians who are required to check buildings.

## **ARTICLE X**

### **VACATIONS**

A. All vacations shall be scheduled and taken during the calendar year subject to the efficient operation of the school system and with the approval of the administration.

B. All full-time employees shall receive two (2) weeks vacation with pay provided they have been actively employed for one (1) year.

C. All full-time employees shall receive three (3) weeks vacation with pay provided they have been actively employed for five (5) years.

D. All full-time employees shall receive four (4) weeks vacation with pay provided they have been actively employed for twelve (12) years.

E. Paid holidays falling within a paid vacation will not be charged against the earned vacation time.

**F.** In accumulating vacation leaves, sick leaves taken during the period in which vacation is earned (not exceeding the accumulated sick leave of the employee) shall be counted as time worked. Absence due to duty connected disability shall also be counted as time worked.

**G.** Vacation is due on the anniversary date of the time the employee was initially hired.

## **ARTICLE XI**

### **SICK LEAVE**

**A.** Sick leave is a form of insurance and not a form of compensation. The purpose of sick leave shall be to protect custodians when they become ill.

**B.** Custodians shall be credited with one (1) sick day per each month of active service, accumulative to one hundred eighty (180) days.

**C.** Any custodian having exceeded their accumulated sick leave days may request additional days with pay. The request shall be made in writing to the Sick Leave Review Board. This Board shall consist of two (2) representatives of the Board of Education and two (2) representatives appointed by the Executive Board of the Union. The Sick Leave Review Board shall have the right to grant or suspend additional sick leave days and shall notify the applicant of its decision in writing. Any extension will be by majority decision of the Sick Leave Review Board.

**D.** If the school district believes sick leave is being abused, it may, at its discretion, require an employee requesting paid sick leave to furnish substantiating evidence or a statement from his/her attending physician certifying that the absence from work was required due to illness. In any case, such certification must be presented whenever sick leave is requested for four (4) or more consecutive work days and such verification is requested by the employer.

The school district shall have the right, at its discretion, to verify the report of the attending physician concerning the illness, or disability of an employee, and to require the employee to be examined at the school district's expense, by a physician selected by the school district to determine the nature and extent of the illness or disability. As a result of such physician's statements and examinations, the school district may

approve or deny an employee's sick leave request and establish limits and conditions for any further approved sick leave.

**E. Sick Leave Incentive.** A custodian who has a perfect attendance record in the previous school year, will be granted a personal vacation day off from work with pay. This day shall be scheduled in advance, with a minimum of two weeks notice, with the immediate supervisor and shall be consistent with operational needs.

Perfect attendance shall be defined as a custodian who has not missed any scheduled work days (excused or unexcused) except personal business days, vacation days, jury duty or funeral leave.

**F. Workers' Compensation.** A custodian who is absent from duty as a result of personal injury caused by an accident, disease or assault upon him/her arising out of, and in the course of his/her employment, may have the option of drawing Workers' Compensation solely, or Workers' Compensation plus sick leave (combined payment not to exceed the custodian's regular daily rate). In the event the custodian chooses combined payment of sick leave and Workers' Compensation insurance, the days of sick leave drawn will be charged to the custodian's sick leave accumulation based on the custodian's regular hourly rate of pay.

## ARTICLE XII

### LEAVES OF ABSENCE

**A.** Upon application by an employee the Employer may grant a leave of absence without pay or benefits.

**B.** Any employee who does not report back to work by the expiration date as set forth on the 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 proved, will be considered to have terminated their employment.

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

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

E. Employees shall be allowed three (3) days of absence, without loss of pay, in the event of death of a member of the immediate family provided that the employee is required to assist in the final arrangements and with the understanding that the three (3) days are consecutive commencing with the day of the death. (Immediate family includes: mother, father, husband, wife, child, stepchild, adopted child, brother or sister or any relative who is a permanent resident in the Employee's home.)

F. Employees shall be allowed one (1) day of absence, and any additional days approved by the Superintendent, without loss of pay, to attend the funeral of an aunt, uncle, nephew, niece, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or spouse of the employee's child.

G. In the event additional funeral leave is needed, the Superintendent may grant such leave without pay.

### ARTICLE XIII

#### HOLIDAYS AND PERSONAL BUSINESS DAYS

A. The following holidays shall be given off, without loss of pay, and subject to the conditions provided below: New Years Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas. In addition, December 24th and December 31st shall be paid holidays, providing school is not in session.

1. Suitable arrangements will be made to have the buildings checked during these holidays to see that the buildings are secure and no problems exist as a result of equipment failure.
2. If the holiday falls on a Saturday the Friday before will be given as a day off and when the holiday falls on Sunday the following Monday will be given as a day off (providing school is not in session on these days).

B. **Personal Business Days.** All employees hired prior to July 1, 1996, will receive two (2) personal business days per year. All employees hired after July 1, 1996, with one (1), but less than five (5), years of service shall receive one (1) personal business day without loss of pay each contract year. Each employee with five (5) or more years of service shall receive two (2) personal days without loss of pay each contract year.

Personal business days shall be only utilized for personal business which cannot be normally handled outside working hours. Application for such absence must be made in writing stating the reasons for such absence and must be filed with the immediate supervisor. In the event of personal business days used in accordance with Article XII, Section E, the requirement of applying in writing shall be waived. Such leave will not be granted before or after a scheduled holiday except under circumstances as provided under Article XII, Section E. Hunting, fishing, recreation and vacationing, are not considered proper uses of this Article. Other extenuating circumstances will be considered by the Administration.

## ARTICLE XIV

### BUILDING CHECKS

During the regular year, Head Custodians will check the school buildings on weekends and holidays as a part of their regular duties. In the event the Head Custodian is unavailable to perform a building check, then the school district shall, within its sole discretion, assign the building check to another employee. Overtime pay as a result of performance of building checks shall be counted towards the equalization of overtime among all employees. Building checks performed shall be paid in the following manner:

Buildings under 40,000 sq. ft. - 1 hour credit paid at time and one-half for Saturday and Sunday

Buildings over 100,000 sq. ft. - 2 hours credit paid at time and one-half for Saturday and Sunday

Buildings under 40,000 sq. ft. - 1 hour credit paid at double time for holidays

Buildings over 100,000 sq. ft. - 2 hours credit paid at double time for holidays

## ARTICLE XV

### INSURANCE

#### **FOR ALL EMPLOYEES HIRED PRIOR TO JULY 1, 1996:**

A. **Fringe Benefits.** All regular full-time custodial employees shall receive fringe benefits subject to capped premium provisions of this agreement in accordance with the following schedule:

<u>Average Weekly Hours Worked</u>	<u>Percent of Premium Paid by Board</u>
30 but less than 35 hours	75%
35 but less than 40 hours	87-1/2%
40 hours	100%

B. **PPO Plan.** Blue Cross Blue Shield of Michigan Comprehensive Hospital Certificate and Professional Services Group Certificate with Riders D45NM, CC/CLC, OPC/OPPC, SATII, SOTPE, GLE1, ML, FAERC Plus-15, PPNV, AS1, DC, SD Trust-15; Master Medical Certificate Option 4; Preferred RX Certificate \$5 Copay with MOPD; Medicare Complementary Exact Fill, Numerous Legal Clarifying riders. Effective in 1998-99, the Master Medical Certificate shall be Option 1.

All State and Federal mandated benefits will be provided on a current updated schedule as provided by Blue Cross/Blue Shield of Michigan. Additional benefits uniformly provided in this standard Blue Cross/Blue Shield of Michigan plan will become part of the contract.

NOTE: Some of the designated terms listed above may be changed by the carrier. The coverage will not change.)

C. **Dental Insurance.** The Board shall provide dental insurance coverage for 80% of Class I and II, in addition to Class III with a \$1,000.00 maximum.

D. **Optical Care Plan.** The Board shall provide an optical care plan for all employees on the same basis as provided to other groups in the School District.

E. **Life Insurance.** The Board shall provide all eligible employees a term life insurance policy of \$45,000.00 subject to the terms of the carrier.

**F. Long Term Disability.** The Board shall provide all eligible employees with Long Term Disability (LTD) as follows: 66-2/3% of monthly earnings subject to a \$2,500.00 monthly maximum with a 180-day waiting period.

**G. Michigan Public School Employees Retirement System.** For contract years 1996-97 and 1997-98, the Board of Education will pay, for each eligible employee, the required employer contribution up to 15.42% of wages paid into the Michigan Public School Employees Retirement System. Any required contributions in excess of 15.42% will be paid by the employee and remitted by the employer through employee payroll deduction. For contract year 1998-99, the required employer's contribution rate shall be increased up to a maximum of 16.0%.

**H. Right to Select Carriers.** Any benefits provided for by this Agreement shall be provided through a self-insurance plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the district. "Insurance companies" include regular line insurance companies and non-profit organizations providing such benefits described herein. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the District and the insurance company. Specific reference to a named carrier within this agreement shall not in any way limit the Employer's right to select carriers pursuant to this provision.

**I. Non-duplication of Benefits.** There will not be any duplication of District provided benefits for health insurance (e.g. husband and wife both working for the District.)

**FOR ALL EMPLOYEES HIRED AFTER JULY 1, 1996:**

For all new employees hired effective July 1, 1996, who are scheduled to work thirty (30) or more hours per week: The Board of Education will pay up to eighty (80%) percent of the full family rate for medical benefits outlined in Section B above and the full rate for dental, vision, life and LTD as outlined in above Sections C, D, E, and F above.

## ARTICLE XVI

### SALARY PROVISIONS

A. Wage Scale - 1996-97 - ADDENDUM A

Wage Scale - 1997-98 - ADDENDUM B

Wage Scale - 1998-99 - ADDENDUM C

B. Longevity. Employees who were hired before July 1, 1996, who have completed ten (10) or more years of employment shall receive longevity pay in the amount of 3% over and above all negotiated increases. Longevity pay shall be compensated on an annual basis.

Employees hired after July 1, 1996, will not be eligible to receive longevity.

C. Certification for Bus Maintenance. A fifty cent (\$.50) per hour stipend will be paid if school bus maintenance employees become totally State certified. Such certification must be approved by the Administration.

D. Asbestos Removal by Certified Custodians. Additional \$3.00 per hour.

E. Clothing Allowance. A \$125.00 annual clothing allowance will be provided on a reimbursement basis to five (5) utility/maintenance employees, three (3) pool employees, one (1) regular custodian (delivery), and one (1) groundsperson (high school).

1. Ten (10) specified employees shall receive the \$125.00 clothing allowance.
2. For each contract year the District will have satisfied its clothing allowance obligation upon payment of \$125.00 to ten (10) specified employees, regardless of any personnel change after payment for that position is made.
3. Under no circumstance shall the District be required to pay more than \$1,250.00 (\$125.00 x 10) in any contract year. The clothing allowance shall be paid as a regular salary check.



**F. Travel Allowance.** Employees required in the course of their work, and who have received approval from the administration to drive personal vehicles from one school to another or on school business (does not include traveling from home to work), shall receive an allowance of an amount equal to the current IRS mileage rate. The reimbursement rate for a given school year shall be the rate published by the IRS effective January 1, prior to the start of that school year during which the mileage was driven.

## **ARTICLE XVII**

### **BULLETIN BOARDS**

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

**B.** A copy of the Board agenda and minutes will be sent to the Union via U.S. mail within five working days following the Board meeting.

## **ARTICLE XVIII**

### **PAYROLL DEDUCTIONS**

**A.** It shall be the policy of the Employee to honor reasonable requests for continuing deductions from the payroll to be paid to a third party.

**B.** Deductions for City of Saginaw income tax will be made available.

**C.** For Union contributions, an authorization card will be required from each employee for a flat amount to be deducted per pay period (Straight time hours only, not overtime).

## **ARTICLE XIX**

### **CLEAN UP TIME**

A reasonable length of time shall be granted all employees to clean up before the end of the work day.

## **ARTICLE XX**

### **ISSUING OF PAY CHECKS**

The Employer will issue twenty-six (26) bi-weekly paychecks to the employees on the District-established pay days.

## **ARTICLE XXI**

### **DISCIPLINE AND DISCHARGE**

**A.** After completion of the probationary period employees will be disciplined and/or discharged only with just cause. Discipline and/or discharge will not be arbitrary or capricious.

**B.** Except for misconduct where summary discharge is appropriate, the Board shall utilize corrective progressive discipline.

1. A Union Steward shall be present during discussion of any discipline with an employee. Stewards shall not be permitted to interfere with the Employer's investigation of any matter, but will be allowed to do their own, impartial investigation with the Employer's complete cooperation.
2. A written copy of the discharge and/or discipline of any employee shall be furnished to the employee and the Local Union.
3. No material regarding an employee's conduct, service, character, or personality shall be placed in the file unless the employee has had an opportunity to read the material.
4. The employee shall have the right to answer any material placed in the file and the answer shall be attached to the file copy.
5. Any disciplinary letters taken out of an employee's file will not be used for future disciplinary action.

## ARTICLE XXII

### JOB OPPORTUNITIES

**A. Vacancy Notices.** All job openings covered by this Agreement shall be posted on the bulletin board for ten (10) working days during which time all bargaining unit employees shall have the right to apply. Job openings created by the promotion or transfer of current employees should be posted for five (5) working days.

**B. New Positions.** When a new job is created which cannot be properly placed in the existing classification and rate structure, or an existing job is changed or combined with another job to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The Board will, after written notice to the Union, assign a rate to the new or changed job, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. During this period, the Union may request in writing a meeting with the Board to review the classification. When the classification rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no agreement is reached on the rate within thirty (30) days from the date of the request, the Union may file a written grievance at Step 2 of the Grievance Procedure within ten (10) days following expiration of said thirty (30) day period protesting the rate.

**C. Temporary Assignment.** Employees temporarily assigned to and performing a job classification paying a rate higher than their regular rate shall receive the higher rate if they work one shift or more at the higher classification. Employees temporarily assigned to a job classification paying a lower rate than their regular rate shall retain their regular rate.

**D. Promotions.** In the case of competing job bids, the most qualified employee in the sole opinion of the Employer should be selected. In the event that two or more competing job bids are equally qualified, the most senior shall prevail.

**E.** The employee awarded the job shall have a sixty (60) calendar day trial period.

F. The Union will be notified as soon as possible when employees are hired or terminated. By the sixtieth (60th) day of a new hire employee's probation, a three (3) member panel consisting of employees who have actually worked with the probationary employee may provide the school district with direct input regarding the committee's opinion as to whether the employee should be hired by the district. The school district shall consider the committee's opinion in its hiring decisions. All conversations concerning the committee's opinion and the school district's response shall be kept confidential.

## **ARTICLE XXIII**

### **SAFETY, PRODUCT USE AND EQUIPMENT COMMITTEE**

The Supervisor of Buildings and Grounds along with another representative from the school district shall meet with two (2) employees selected by the custodian bargaining unit for purposes of discussing improved safety, product use and equipment. The Safety Committee will meet semi-annually.

## **ARTICLE XXIV**

### **NO STRIKE PLEDGE**

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 in the school system. Failure or refusal on the part of any member 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 employee's activity violated the provisions of this Article. The penalty assessed by the Employer is not subject to the Board of Arbitration's determination.

## **ARTICLE XXV**

### **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 by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Any part of this contract may be reopened with written mutual consent of the Union and the Employer.

## **ARTICLE XXVI**

### **EFFECT OF LEGISLATION**

**A.** If any law or existing or hereafter enacted, or any proclamation, regulation, or edict of any State or National Agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto upon notice to the other may reopen for negotiating the invalidated portion.

**B.** Should the district be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the district under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that this Agreement shall automatically reopen for purposes of renegotiating provisions herein to avoid duplication.

ARTICLE XXVII

TERMS OF AGREEMENT

This Agreement shall be effective as of July 1, 1996, and shall remain in full force and effect, without change, additions or amendments, from July 1, 1996, to June 30, 1999, and shall be renewed from year to year thereafter, provided that either party hereto may reopen the Agreement for changes or 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 30, 1999.

SAGINAW TOWNSHIP BOARD OF  
OF EDUCATION

LOCAL 582, SERVICE EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO

By *Ray D. Brown*

By *Samuel Schuchter Pres.*

Date *5/27/96*

Date *5/23/96*

By *Richard D. Spivey*

By *John J. Kelly*

Date *6-3-96*

Date *5/23/96*

## Saginaw Township Community Schools

**1996-97 CUSTODIAN SALARY SCHEDULE****FOR EMPLOYEES HIRED PRIOR TO JULY 1, 1996:**

CLASSIFICATION	LEVEL			
	A	B	C	D
Head Custodian- Bldg. over 185,000 sq. ft. Utility/Maintenance	\$ 11.58	\$ 12.27	\$ 12.93	\$ 13.63
Head Custodian- Bldg. over 100,000 sq. ft.	10.57	11.06	11.55	12.66
Head Custodian - Bldg. under 40,000 sq. ft.	9.74	10.16	10.57	10.95
Custodian	8.61	9.09	9.59	10.63
Bus Maintenance	8.61	9.09	9.59	10.63

**FOR NEW EMPLOYEES HIRED AFTER JULY 1, 1996:**  
**(Effective 7/1/96):**

Head Custodian- Bldg. over 185,000 sq. ft.	9.08	9.62
Head Custodian- Bldg. over 100,000 sq. ft.	8.29	8.67
Head Custodian- Bldg. under 40,000 sq. ft.	7.64	7.97
Custodian	6.76	7.13

Per Hour Premiums (non-head custodians only)

**2ND Shift (3:30 pm to 11:30 pm) - 3%**

Employees who perform work on a regularly scheduled shift between the hours of 3:30 pm and 11:30 pm, shall be paid a 3% second shift premium for all straight-time hours actually worked during the second shift (3:30 pm to 11:30 pm). Second shift personnel called to work on other shifts on a temporary and unscheduled basis (less than 5 work days) shall continue to receive their second shift premium.

3RD Shift (10:30 pm to 7:00 am) - 4%

Employees who perform work on a regularly scheduled shift between the hours of 10:30 p.m. and 7:00 am shall be paid a 4% third shift premium for all straight-time hours actually worked during the third shift (10:30 pm to 7:00 am). Third shift personnel called to work on other shifts on a temporary and unscheduled basis (less than 5 work days) shall continue to receive their third shift premium.

Pool Custodian - 1%

A custodian designated as a pool custodian shall receive an additional 1% premium paid on all hours worked during periods of time when the applicable pool for which the pool custodian is primarily responsible is in operation. The 1% premium shall not be limited only to hours of "pool type" work. The 1% premium shall cease only when the pool has been taken out of operation by the school district.

Present Head Custodians Only (as of 7/1/90) -

Hd. Custodian (bldg. over 185,000 sq. ft.)	\$14.68/hour
Hd. Custodian (bldg. over 100,000 sq. ft.)	\$13.21/hour
Hd. Custodian (bldg. under 40,000 sq. ft.)	\$12.16/hour



ADDENDUM B

Saginaw Township Community Schools

1997-98 CUSTODIAN SALARY SCHEDULE

**FOR EMPLOYEES HIRED PRIOR TO JULY 1, 1996:**

CLASSIFICATION	LEVEL			
	A	B	C	D
Head Custodian- Bldg. over 185,000 sq. ft. Utility/Maintenance	\$ 11.75	\$ 12.45	\$ 13.12	\$ 13.83
Head Custodian- Bldg. over 100,000 sq. ft.	10.73	11.23	11.72	12.85
Head Custodian - Bldg. under 40,000 sq. ft.	9.89	10.31	10.73	11.11
Custodian	8.74	9.23	9.73	10.79
Bus Maintenance	8.74	9.23	9.73	10.79

**FOR NEW EMPLOYEES HIRED AFTER JULY 1, 1996:**

Head Custodian- Bldg. over 185,000 sq. ft.	9.22	9.76
Head Custodian- Bldg. over 100,000 sq. ft.	8.41	8.80
Head Custodian- Bldg. under 40,000 sq. ft.	7.75	8.09
Custodian	6.86	7.24

Per Hour Premiums (non-head custodians only)

2ND Shift (3:30 pm to 11:30 pm) - 3%

Employees who perform work on a regularly scheduled shift between the hours of 3:30 pm and 11:30 pm, shall be paid a 3% second shift premium for all straight-time hours actually worked during the second shift (3:30 pm to 11:30 pm). Second shift personnel called to work on other shifts on a temporary and unscheduled basis (less than 5 work days) shall continue to receive their second shift premium.

3RD Shift (10:30 pm to 7:00 am) - 4%

Employees who perform work on a regularly scheduled shift between the hours of 10:30 p.m. and 7:00 am shall be paid a 4% third shift premium for all straight-time hours actually worked during the third shift (10:30 pm to 7:00 am). Third shift personnel called to work on other shifts on a temporary and unscheduled basis (less than 5 work days) shall continue to receive their third shift premium.

Pool Custodian - 1%

A custodian designated as a pool custodian shall receive an additional 1% premium paid on all hours worked during periods of time when the applicable pool for which the pool custodian is primarily responsible is in operation. The 1% premium shall not be limited only to hours of "pool type" work. The 1% premium shall cease only when the pool has been taken out of operation by the school district.

Present Head Custodians Only (as of 7/1/90) -

Hd. Custodian (bldg. over 185,000 sq. ft.)	\$14.90/hour
Hd. Custodian (bldg. over 100,000 sq. ft.)	\$13.41/hour
Hd. Custodian (bldg. under 40,000 sq. ft.)	\$12.34/hour

Attendance Incentive Bonus. For contract year 1997-98, a .5 percent (.5%) attendance incentive will be paid on the first pay of December as a lump sum payment above and including all other premiums (longevity, second shift, third shift, pool) to any employee who missed three (3) days or less for illness during the 1996-97 fiscal year.

Saginaw Township Community Schools

**1998-99 CUSTODIAN SALARY SCHEDULE**

**FOR EMPLOYEES HIRED PRIOR TO JULY 1, 1996:**

CLASSIFICATION	LEVEL			
	A	B	C	D
Head Custodian- Bldg. over 185,000 sq. ft. Utility/Maintenance	\$ 11.93	\$ 12.64	\$ 13.32	\$ 14.04
Head Custodian- Bldg. over 100,000 sq. ft.	10.89	11.40	11.90	13.04
Head Custodian - Bldg. under 40,000 sq. ft.	10.04	10.46	10.89	11.28
Custodian	8.87	9.37	9.88	10.95
Bus Maintenance	8.87	9.37	9.88	10.95

**FOR NEW EMPLOYEES HIRED AFTER JULY 1, 1996:**

Head Custodian- Bldg. over 185,000 sq. ft.	9.36	9.91
Head Custodian- Bldg. over 100,000 sq. ft.	8.54	8.93
Head Custodian- Bldg. under 40,000 sq. ft.	7.87	8.21
Custodian	6.96	7.35

Per Hour Premiums (non-head custodians only)

2ND Shift (3:30 pm to 11:30 pm) - 3%

Employees who perform work on a regularly scheduled shift between the hours of 3:30 pm and 11:30 pm, shall be paid a 3% second shift premium for all straight-time hours actually worked during the second shift (3:30 pm to 11:30 pm). Second shift personnel called to work on other shifts on a temporary and unscheduled basis (less than 5 work days) shall continue to receive their second shift premium.

3RD Shift (10:30 pm to 7:00 am) - 4%

Employees who perform work on a regularly scheduled shift between the hours of 10:30 p.m. and 7:00 am shall be paid a 4% third shift premium for all straight-time hours actually worked during the third shift (10:30 pm to 7:00 am). Third shift personnel called to work on other shifts on a temporary and unscheduled basis (less than 5 work days) shall continue to receive their third shift premium.

Pool Custodian - 1%

A custodian designated as a pool custodian shall receive an additional 1% premium paid on all hours worked during periods of time when the applicable pool for which the pool custodian is primarily responsible is in operation. The 1% premium shall not be limited only to hours of "pool type" work. The 1% premium shall cease only when the pool has been taken out of operation by the school district.

Present Head Custodians Only (as of 7/1/90) -

Hd. Custodian (bldg. over 185,000 sq. ft.)	\$15.12/hour
Hd. Custodian (bldg. over 100,000 sq. ft.)	\$13.61/hour
Hd. Custodian (bldg. under 40,000 sq. ft.)	\$12.53/hour

Attendance Incentive Bonus. For contract year 1998-99, a .5 percent (.5%) attendance incentive will be paid on the first pay of December as a lump sum payment above and including all other premiums (longevity, second shift, third shift, pool) to any employee who missed three (3) days or less for illness during the 1997-98 fiscal year.

**MEMORANDUM OF UNDERSTANDING**

**between**

**SAGINAW TOWNSHIP COMMUNITY SCHOOLS**

**and**

**LOCAL 582, SERVICE EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO**

It is understood and agreed, by and between the parties, SAGINAW TOWNSHIP COMMUNITY SCHOOLS (hereinafter referred to as "School District") and LOCAL 582, SERVICE EMPLOYEES INTERNATIONAL UNION (hereinafter referred to as "Union") as follows:

A Substance Abuse Committee will be formed. Members of the Committee will be two (2) designees of the Superintendent, the Union Steward and his/her designee. The Committee will develop a Last Chance Agreement to address employee substance abuse problems. The Saginaw Township Community Schools' Board of Education reserves to itself the right to utilize the Last Chance Agreement or to take other actions deemed necessary.

This committee shall be established by September 1, 1996, with the first meeting being scheduled by October 15, 1996.

SAGINAW TOWNSHIP BOARD OF  
OF EDUCATION

LOCAL 582, SERVICE EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO

Caryn C. Wieida

6/5/96

Date

\_\_\_\_\_

Date

**MEMORANDUM OF UNDERSTANDING**

**between**

**SAGINAW TOWNSHIP COMMUNITY SCHOOLS**

**and**

**LOCAL 582, SERVICE EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO**

It is understood and agreed, by and between the parties, SAGINAW TOWNSHIP COMMUNITY SCHOOLS (hereinafter referred to as "School District") and LOCAL 582, SERVICE EMPLOYEES INTERNATIONAL UNION (hereinafter referred to as "Union") as follows:

For the duration of this Contract through June 30, 1999, the Bus Mechanic/Maintenance position will be a split shift position.

There will be no more than a four (4) hour "break" between the shifts of this position (for a total of twelve (12) hours) and if the employee is called in for any reason during the "break," there will be a minimum two (2) hours call in paid. If the employee is called in to work early or stays late on the job, it will be considered overtime. If the employee is called back to work after the end of the last shift, there will be a minimum of two (2) hour call in time paid.

There will be no other split shift positions implemented for the duration of this contract. This split shift position will remain negotiable in future contracts.

SAGINAW TOWNSHIP BOARD OF  
OF EDUCATION

LOCAL 582, SERVICE EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO

Carolyn C. Wierda

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6/5/96

\_\_\_\_\_

Date

Date

