

3860

4/30/99

AGREEMENT BETWEEN  
ST. JOHNS PUBLIC SCHOOLS  
AND  
LOCAL 925 U.A.W.  
JULY 1, 1996 - JUNE 30, 1999

*St. Johns Public Schools*

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## **AGREEMENT**

This Agreement is entered into this 1st day of July, 1996, by and between the Board of Education of the St. Johns Public Schools (hereinafter referred to as the Employer), and Local 925 United Automobile Workers (hereinafter referred to as the Union).

## **PREAMBLE**

WHEREAS, the Employer and the Union recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contained therein; and

WHEREAS, the Employer and the Union have entered into good faith negotiations and reached agreement upon wages, hours, and other terms and conditions of employment;

The Employer and the Union do hereby set forth and memorialize this their full agreement.

**ARTICLE I**  
**RECOGNITION**

- A. The Board hereby recognizes the Union as the sole and exclusive bargaining agent as defined in Section 11 of act 379, Public Acts of 1965, for all of its employees in the bargaining unit, described and defined in the Certification of Representative issued by the Michigan Employment Relations Commission in Case No. R85 C-188 as follows:

All full-time Custodial-Maintenance personnel, excluding supervisors and all others.

- B. The term "employee", singular or plural, when used hereinafter in this Agreement shall mean a member of the bargaining unit as defined hereinabove, provided that provisions of this Agreement can have limited applicability to certain groups of employees in the bargaining unit by use of an appropriate designating term preceding the term "employee". References to one gender shall include the other.

- C. The Employer during the term of this Agreement will deduct Union dues from the pay of an employee, who freely and voluntarily executes a written authorization for the deduction, in the amount indicated on the authorization form for the period authorized up to one year. An employee may renew deduction of Union dues each year of this Agreement by execution of another written authorization under the same terms and conditions set forth hereinabove. The deduction shall be made monthly on the first pay of the month. The total amount deducted shall be remitted to the Secretary-Treasurer of the Union by check not later than the next pay period following the deduction. The Employer will furnish the Secretary-Treasurer of the Union a monthly record of those from who deductions have been made, together with the amount of such deductions.

An employee who is not a member of the Union or who does not make application for membership within thirty days from the date of commencement of employment, shall as a condition of employment, pay a fee to the Union an amount not to exceed the membership dues of the Union. The Employee may authorize payroll deduction for such fee in the same manner as provided for Union dues hereinabove. In the event that an employee shall not pay such fee directly to the Union or authorize payment through payroll deduction, as provided, the

Employer shall commence action to terminate the employment of such employee. The parties expressly recognize the failure of any employee to comply with the provision of this Article as just and reasonable cause for discharge of employment.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, costs, awards, suits or other forms of liability including but not limited to back pay, damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Employer for the purpose of complying with this Section. It is specifically and expressly agreed that payment of any of the above shall be made directly from the Union to the demanding party and at no time shall the Employer be obligated to pay out any monies for any reason relating to the provisions of this Section.

- D. The Employer will not subcontract any work presently assigned to employees of the bargaining unit without notifying the Unit Chairperson of their intent. At least thirty (30) days prior to implementation of any proposed subcontracting arrangement affecting work which is presently performed by the bargaining unit, the Employer shall meet with the Unit Chairperson and explain the reason for subcontracting, giving the Union an opportunity to respond and offer alternatives to subcontracting. No bargaining unit employee(s) will be laid off as a result of subcontracting. This issue shall not be subject to the grievance procedure and is expressly excluded from the arbitration procedures of this Agreement, except to the extent that the express terms of this section are sought to be enforced.
- E. A joint review committee shall be established to review the performance of the custodial, maintenance and grounds services.

The committee will consist of two representatives from the bargaining unit, (one custodian, one maintenance), the Director of Maintenance and Custodial Services and one administrator representing the district administration.

- F. Effective February 7, 1994, the Employee agrees, pursuant to its obligations according to State and Federal law, not to discriminate against any Employee on the basis of race, color, creed, national origin, age, sex, disability, marital status, height, weight, religion, political affiliation, or by reasons of membership in the Association or participation in Association activities.

**ARTICLE II**  
**RIGHTS OF THE EMPLOYER**

It is agreed that the employer hereby retains and reserved unto itself, without limitation all the powers, rights, authority, duties and responsibilities enumerated in the school Code and conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States, including, and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities of work of its employees;
2. Hire all employees and determine the qualifications and conditions of initial and continued employment;
3. Promote, transfer, and assign all employees;
4. Determine the size of the work force, and to expand or reduce the work force;
5. Establish, eliminate, continue or revise any personnel and employment policies and/or work rules and regulations;
6. Dismiss, demote and discipline non-probationary employees with cause;
7. Establish, modify or change any work, business or school schedules, hours or days;
8. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, establish standards of operation and performance, and determine the means, methods and processes of performing and/or accomplishing the work to be done, including the assignment and distribution of tasks and work among any of its work force and the contracting with any persons, entities or concerns for the performance of work or tasks normally, routinely or occasionally done by employees.

RIGHTS OF THE EMPLOYER - continued

9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

The exercise of foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

**ARTICLE III**  
**SENIORITY**

- A. A newly hired employee shall be on probationary status for the first sixty (60) working days of employment and will not be eligible for any benefits until the probationary period is served. Probationary employees, who are absent on scheduled work days must work additional days equal to the number of days absent. At any time prior to the completion of the probationary period, the employee may be dismissed without cause by the Employer.
- B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire. A probationary employee shall receive no paid leave or holiday pay during their probationary period, but shall be granted these benefits the employee would have earned during the probationary period, upon the employee satisfactorily completing the probationary period. Retroactive to date of hire.
- C. Seniority shall accrue in the bargaining unit based upon the years of continuous employment spent in a classification from the employee's most recent date of hire. Part-time and partial year employees shall accrue seniority on a prorated basis according to the time worked in relation to a full-time, full-year employee. Time on leaves of absence and/or layoff shall not constitute a break of continuous employment. Seniority shall be lost by an employee by resignation, retirement, termination, quit or abandonment.
- D. Seniority shall be unit wide and transferable after an employee has been permanently transferred from one classification to another, including Custodial III/Chief Custodian and Skilled Trades I, Ia, II and III under the following:
1. Employees transferring to a position in Custodial III/Chief Custodian and Skilled Trades I, Ia, II and III shall establish a date of entry upon entering those classifications.
  2. Employees must work a consecutive total of one (1) year in Custodial III/Chief Custodian before bringing their total unit seniority into the Custodial III/Chief Custodian classification.



SENIORITY - continued

3. Employees must work an accumulative total of two (2) years in Skilled Trades I before bringing their total unit seniority into the Skilled Trades classification.
4. Employees must work an accumulative total of four (4) years in Skilled Trades II and III before bringing in their total unit seniority into the Skilled Trades classification.
5. Employees reduced from Custodial III/Chief Custodian or Skilled Trades I and/or II prior to their required years will be reduced by their date of entry into their respective classification. They shall be returned to their former classification, seniority permitting or, if seniority is insufficient, shall be reduced under the agreement wherever this seniority permits.
6. After one (1) consecutive year in Custodial III/Chief Custodian, two (2) years in Skilled Trades I and Ia, and four (4) years in Skilled Trades II and III, the employee shall then bring their full unit seniority to their respective classification.
7. If a full seniority employee is reduced from Custodial III/Chief Custodian or Skilled Trades I, Ia, II or III, they shall replace the least seniority employee in the Unit providing their Unit seniority is greater than the employee being replaced.
8. If an employee reduced from Skilled Trades I, Ia, II or III or Custodial III/Chief Custodian has insufficient seniority to remain at work, then such employee shall be laid off.
9. Recall from layoff shall normally be in inverse order of layoff, provided that an Employee must be qualified and able to perform all of the duties of the position to which recalled. Employees laid off retain seniority rights and will be maintained on a recall list for a period of four (4) years. Employees shall notify the Board of any change in address. Failure to do so will result in forfeiture of their right to be recalled.

Once an employee is notified they must notify the Board of their intent to return to work within five (5) days or they will be considered a voluntary quit.

SENIORITY - continued

10. For all new hires after July 1, 1991, seniority classifications are listed as follows:

Custodian	Skilled Trades I
Chief Custodian	Skilled Trades 1a
	Skilled Trades II
	Skilled Trades III

- E. In the event more than one employee has the same length of service, seniority ranking shall be determined by ranking those employees in order of the highest four digit numbers taken from the last four digits of each employee's social security number.
- F. Seniority shall be retained within bargaining unit for an employee who transfers to either a supervisory position, a confidential position, or a position in a classification outside the bargaining unit with that employee having the right to exercise the seniority that they had accumulated within the bargaining unit in the event that such employee voluntarily vacates either their supervisory, confidential position, or position in another classification, and returns to the bargaining unit.
- G. An updated seniority list shall be furnished to each employee covered by this Agreement, with a copy to the Union on or about October 1 of each year. Such list shall contain each employee's name, date of hire and seniority in the respective bargaining unit as of the beginning of the school year.

**ARTICLE IV**  
**VACANCIES**

- A. A vacancy is defined as a full-time position in the bargaining unit which is to be filled by the Employer due to a resignation, retirement, quit, discharge, or a newly created position.
  
- B. Vacancies which arise will be posted on designated bulletin boards for a period of at least three (3) work days prior to filling the position. During the period of posting and prior to filling the position, the work of the position may be performed by substitute workers or by temporary transfer of an employee.
  
- C. When two or more bargaining unit applicants for a vacancy are determined to be equal with regard to training, experience, skills, ability, work attitude and other relevant factors for job performance, the Employer will give preference to the most senior employee applicant among them, if any.
  
- D. Paragraphs A, B, and C will be followed until it is determined there are no qualified bargaining unit employees. If this should occur the Employer will meet with the union Representative to share the Employer's plan to fill the vacancy at hand.
  
- E. The Board of Education shall fill all declared vacancies within thirty (30) days and no later than forty five (45) days of posting.

**ARTICLE V**  
**REDUCTION OF EMPLOYEES**

- A. When the employer decides to reduce the number of employees within a seniority classification, employees shall be reduced in order of least seniority within the classification being reduced, provided there are remaining more senior employees within the classification who are qualified and able to perform all the job duties of the less senior employees being reduced. Employees reduced from a classification shall, upon written request, be retained in positions in lower skill level classifications, provided the reduced employees are qualified and possess the skills and ability necessary to perform all the job duties of employees in the lower skill level classification with less cumulative seniority in the bargaining unit.
- B. When positions become available in a seniority classifications, employees on layoff will be recalled in order of greatest seniority with the seniority classification from which they were reduced or have accumulated seniority of lower skill level classifications provided they are qualified and possess the skills and ability necessary to perform all of the job duties of the position.
- C. The Employer shall maintain a reduced employee on the recall list for a period equal to the employee's length of employment or three (3) years, whichever is greater. The employee must advise the Employer of any change in address. Recall notice will be sent to last address on file with the Employer. Failure to respond within ten (10) working days or return of notice without forwarding address, will justify by passing employee for the available position.
- D. Classifications in order of skill level, highest to lowest, for those hired prior to January 1, 1991, are defined as follows:
1. Skilled Trades III
  2. Skilled Trades II
  3. Skilled Trades Ia
  4. Skilled Trades I
  5. Custodial III
  6. Custodial II
  7. Laundry

REDUCTION OF EMPLOYEES - continued

E. Classification in order of skill level, highest to lowest, for those hired after January 1, 1991, are defined as follows:

1. Skilled Trades III
2. Skilled Trades II
3. Skilled Trades Ia
4. Skilled Trades I
5. Chief Custodian - A high school group leader of four or more full-time equivalent employees
6. Chief Custodian - A RBW group leader of three or more full-time equivalent employees
7. Custodian

## ARTICLE VI

### WORK HOURS, COMPENSATION AND BENEFITS

- A. After July 1, 1991, all current custodial classification once vacated due to retirement, quits or other reason will be listed as custodians and be paid accordingly. The exception would be the Chief Custodian positions. Hourly wage rates for the current respective classifications are set forth in Appendix A-1, which is attached to and incorporated into this Agreement.
- B. Each employee shall receive written notice of his/her work schedule. Work schedules shall be subject to change upon written notice to the employee. Work schedules shall specify the scheduled hours to be worked by the employee in the seven (7) day period beginning at 12:01 a.m. Monday and ending at midnight the following Sunday.

All hours worked in excess of forty (40) hours actually worked during the seven (7) day period beginning at 12:01 a.m. Monday and ending at midnight the following Sunday will be paid at the rate of one and one-half (1-1/2) times the regular rate of the employee.

- C. When the Employer decides that there is additional work available for employees, beyond that specified in the employees' work schedules, it shall first be offered to employees in the building and classification in which the work arises in order of seniority on a rotation basis for voluntary overtime hours. If interested, employee must notify the maintenance office, prior to the start of the month if they desire to be considered for extra work. Any employee refusing voluntary overtime hours will be credited with the available hours for distribution purposes. When there are no volunteers for the overtime hours, it may be assigned as mandatory overtime to employees in the building and classification in which the work arises in reverse order of seniority on a rotation basis or assigned to other persons at the Employer's discretion. The voluntary and mandatory overtime shall be assigned separately on a rotation basis such that additional hours are distributed as equally as possible within each six (6) month period, (January-June, July-December). Any case of unequal distribution shall be corrected by assignment of the requisite number of additional hours which subsequently arise in the classification and building to the employee until the disparity is corrected. An employee shall notify the Maintenance/Custodial Office at least ten (10) days prior to the beginning of each month to be considered for overtime.

WORK HOURS, COMPENSATION AND BENEFITS - continued

- D. Any employee called to work at a time other than his/her scheduled work hours or permitted to come to work at his/her scheduled starting time without being notified by the Employer that the work has been canceled, shall be paid a minimum of two (2) hour reporting pay if not allowed to work.
  
- E. Employees scheduled to work four (4) or more hours in a day shall be provided with a fifteen (15) minute rest period after working two (2) hours and prior to working for four (4) hours. Employees scheduled to work seven (7) or more hours in a day shall be provided with an additional fifteen (15) minute rest period after working six (6) hours and prior to working seven (7) hours. The supervisor shall determine the precise time for the break. Employees shall be provided at least thirty (30) minutes unpaid time for a lunch break for any shift of work more than four (4) consecutive hours in length which shall be scheduled by the supervisor.

WORK HOURS, COMPENSATION AND BENEFITS - continued

F. Employees hired prior to January 1, 1991, scheduled to work six (6) or more hours per day shall receive their scheduled daily pay for the following holidays which fall within their scheduled work year.

Independence Day - July 4	Christmas Day
Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Day after Thanksgiving Day	Good Friday
Christmas Eve	Memorial Day

For employees hired after July 1, 1991, and scheduled to work six (6) or more hours per day shall receive their scheduled day's pay for the following holidays which fall within their scheduled work year.

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

Employees required to work on a designated holiday, shall receive their regular rate of pay for all hours worked on that day in addition to receiving holiday pay.

Employees must actually work or be excused their last scheduled work day before and their first scheduled work day after the holidays. Holidays which fall during an employee's vacation period shall not constitute a vacation day and the employee will receive holiday pay, providing he/she works or is excused the last scheduled work day before and the first scheduled work day after the vacation period.

When the designated holiday falls on a Saturday, the Friday prior to the holiday shall be day observed as the holiday. In the event the holiday falls on a Sunday, the Monday after the holiday shall be observed as the holiday. If the Friday before the holiday, or the Monday after the holiday are school session days, the Employer, after consulting with the employee, shall either pay the eligible employees the holiday pay or designate another day off to the eligible employees for the holiday.



WORK HOURS, COMPENSATION AND BENEFITS - continued

If Christmas and New Year's Day fall on a Thursday, eligible employees will be given the day after as holidays instead of Christmas Eve and New Year's Eve, unless it conflicts with school session days.

- G. Employees' vacation days shall be granted to eligible employees according to the schedule of service time as determined on June 30th of each year for use during the next fiscal year.

Time of Service	Vacation Days
Over six months but less than one year	5 days
One (1) year but less than six (6) years	10 days
6 years but less than 13 years	15 days
13 years but less than 14 years	16 days
14 years but less than 15 years	17 days
15 years but less than 16 years	18 days
16 years and over	19 days

To be eligible for a full vacation, an otherwise eligible employee must have actually worked ninety percent (90%) of his/her scheduled work hours during the twelve (12) month period. An employee who works less than ninety percent (90%) of his/her scheduled work hours shall receive a prorated number of vacation days based upon the percentage of hours actually worked.

The Employer may require available vacation to be taken during a common two (2) week vacation period for eligible employees within the same seniority classification. Otherwise, vacation is to be taken at times when school is not in session. Vacation to be taken at any time other than the last three (3) weeks of July must be approved by the employee's supervisor. Application for vacation must be submitted at least thirty (30) days in advance of the time the employee wants to be off duty. Vacation allowance may not be accumulated from one year to the next, unless approved in writing by the employee's immediate supervisor.

WORK HOURS, COMPENSATION AND BENEFITS - continued

H. Each employee hired prior to January 1, 1991, may elect insurance coverage under MESSA-PAK Plan A or MESSA-PAK Plan B as defined below:

MESSA-PAK Plan A

MESSA Super Care 1 Health Insurance

Long Term Disability Insurance Plan I 60%

with 90 calendar days modified fill,

\$2,500 maximum monthly benefit,

Social Security freeze,

Alcoholism/drug addition, 2 year limitation,

Mental/nervous 2 year limitation

Delta Dental Plan   A 0-1 (75/50/50: \$500)

Vision care Plan   VSP-2

Negotiated Life Insurance   \$10,000 with AD&D

MESSA-PAK Plan B

Long Term Disability Insurance Plan 1 60%

with 90 calendar days modified fill,

\$2,500 maximum monthly benefit,

Social Security Freeze,

Alcoholism/drug addition, 2 year limitation,

Mental/nervous 2 year limitation

Delta Dental Plan   E 007 (80/80/80: \$1,300)

Vision Care Plan   VSP-2

Negotiated Life Insurance   \$20,000 with AD&D

The Employer shall formally adopt a qualified plan document that complies with Section 125 of the Internal Revenue Code. The Employer shall provide a cash option in lieu of health benefits. The cash amount shall be \$50.00 per month.

A Salary Reduction Agreement may be implemented by the bargaining unit member to apply an amount into a tax sheltered annuity account selected from among those presently made available through the School District.

WORK HOURS, COMPENSATION AND BENEFITS - continued

Effective July 1, 1991, the Board will make payment of an amount toward the monthly premiums for each employee for the plan selected at not more the eight (8) percent higher for Plan A or ten (10) percent higher for Plan B than the amounts paid by the Board for Plan A with SuperCare 2 and Plan B during the 1990-91 rate year. Should the monthly premium rate exceed the designated amount to be paid by the Board for the respective plans, the Board and the employee shall each be responsible for payment of one-half ( $\frac{1}{2}$ ) the amount of the excess premium cost.

Effective July 1, 1992, the Board will make payment of an amount toward the monthly premiums for each employee for the plan selected at not more the eight (8) percent higher for Plan A or ten (10) percent higher for Plan B than the amounts paid by the Board for Plan A with SuperCare 2 and Plan B during the 1991-92 rate year. Should the monthly premium rate exceed the designated amount to be paid by the Board for the respective plans, the Board and the employee shall each be responsible for payment of one-half ( $\frac{1}{2}$ ) the amount of the excess premium cost.

Effective July 1, 1993, the Board will make payment of an amount toward the monthly premiums for each employee for the plan selected at not more the eight (8) percent higher for Plan A or ten (10) percent higher for Plan B than the amounts paid by the Board for Plan A with SuperCare 2 and Plan B during the 1992-93 rate year. Should the monthly premium rate exceed the designated amount to be paid by the Board for the respective plans, the Board and the employee shall each be responsible for the payment of one-half ( $\frac{1}{2}$ ) the amount of the excess premium cost.

Effective July 1, 1994, the Board will make payment of an amount toward the monthly premiums for each employee for the plan selected at not more the eight (8) percent higher for Plan A or ten (10) percent higher for Plan B than the amounts paid by the Board for Plan A with SuperCare 2 and Plan B during the 1993-94 rate year. Should the monthly premium rate exceed the designated amount to be paid by the Board for the respective plans, the Board and the employee shall each be responsible for payment of one-half ( $\frac{1}{2}$ ) the amount of the excess premium cost.

WORK HOURS, COMPENSATION AND BENEFITS - continued

Effective July 1, 1995, the Board will make payment of an amount toward the monthly premiums for each employee for the plan selected at not more the eight (8) percent higher for Plan A or ten (10) percent higher for Plan B than the amounts paid by the Board for Plan A with SuperCare 2 and Plan B during the 1994-95 rate year. Should the monthly premium rate exceed the designated amount to be paid by the Board for the respective plans, the Board and the employee shall each be responsible for payment of one-half (½) the amount of the excess premium cost. The amounts for which the employee is responsible shall be paid by deduction from the employee's salary monthly or through the execution of a salary reduction agreement.

- I. Effective September 1, 1991, employees hired after that date and have completed probation may elect an insurance coverage under Health Central - BCN-7 (including a \$5 drug rider) as defined below:

When choosing this plan, it is understood that between May 1 - May 15 each year of the contract, each employee must declare their intent to elect or change coverage. The school district will provide \$1.25 per hour for each full-time (6 hours per day or more) employee, for 260 days. The \$1.25 per hour will increase each year by 4% and compound for the duration of the contract. This total amount will be applied towards the annual premiums of those individuals using the insurance plan. See Appendix B for 1991 total.

If the cost of insurance for the employees covered above exceeds the amount provided by the district, the individual employees will be responsible for the difference in cost. This excess will be deducted from the first and second pays of each month. The amount of the individual contribution will depend on the following factors:

1. The total yearly cost of the insurance plan.
2. The amount available in the pool.
3. The number of employees using the program.
4. The types of policies selected.

- J. All employees hired prior to January 1, 1991, may be granted leave with pay for personal and family illness at a rate of 1.2 days per month. When days are used to care for family members, a doctor's statement confirming the need may be required for periods of time beyond five (5) days.

## WORK HOURS, COMPENSATION AND BENEFITS - continued

The unused days may accumulate from year to year with no limit. Two days per year, of the 1.2 days illness leave, may be used for personal business upon approval of the employee's immediate supervisor. Unused personal business days will accumulate at two (2) days per year to a total of six (6) days.

- K. Employees hired after July 1, 1991, shall continue to receive eight (8) paid leave days per school year to be used for personal or family illness. The unused days may accumulate from year to year with no limit. Two (2) of the above days may be used for personal business. If they are not used for personal business, they remain as sick days and accumulate as sick days.
- L. Each full-time and full-year employee shall be granted up to three (3) days paid leave not chargeable against sick leave when a death occurs in the employee's immediate family. Immediate family is defined as the employee's spouse, children, son and daughter-in-law, grandparents and grandchildren, parents, parents-in-law, brother and sisters, broth and sister-in-law. In the event of the death of the employee's spouse or child, an additional three (3) days chargeable against sick leave may be used.
- M. An employee called for jury duty or subpoenaed as a witness in any judicial proceedings shall receive a normal day's pay less any amount paid by the court for jury duty or less any amount to which the employee is entitled as witness.
- N. Upon death or retirement of an employee scheduled to work six (6) or more hours per day, who has ten (10) or more years of service with the Employer, the employee or his/her estate will be paid up to thirty (30) days of his/her accumulated paid leave days at his/her existing rate of pay and scheduled hours of work per day.
- O. Upon termination of employment for any reason, benefits will be canceled on the last day of the month, last worked.
- P. Employees will have the option to purchase, with payroll deduction, Short Term Disability insurance, if available with their present insurance carrier.

**ARTICLE VII**  
**UNPAID LEAVES OF ABSENCE**

A. Employees may make application for unpaid leaves of absence to their supervisor. The application shall contain a statement of the purpose and duration of the leave requested. Application shall be made as soon as possible and at least thirty (30) days in advance, except where conditions absolutely preclude advance notice. An application for an unpaid leave of absence for the purposes stated hereinafter shall be granted under the conditions as follows:

1. An employee who is incapacitated or disabled due to physical or mental illness or accidental injury and has exhausted all earned and accumulated paid leave shall be granted a medical leave of absence without pay or benefits for the duration of his/her disability up to one (1) year. The application for leave in this instance shall contain a physician's statement describing the employee's condition and prognosis for return to work. Return to work is conditioned upon clearance by a physician acceptable by the Employer that the employee is able to perform all the routine and expected tasks of the job.
2. An employee shall be granted an unpaid leave of absence for the purpose of parental care of his/her newborn child for period of up to one (1) year which may commence, at the employee's option, at any time prior to, during or upon recovery from the disability period related to pregnancy. An employee adopting an infant child shall be granted an unpaid leave of absence for the purpose of parental care of his/her newly adopted infant child for a period of up to one (1) year commencing with the date custody of the child is awarded to the employee.
3. Unpaid leaves of absence shall be granted to employees to fulfill their military obligations to any branch of the United States armed forces.

Leaves of absence for purposes other than those listed hereinabove may be granted by the Employer in its discretion and under conditions it deems appropriate.

Leave of Absence - continued

- B. Return to a position with the Employer shall be subject to the relative seniority rights of the employees in the classification from which the employee took leave. The Employer may use a substitute worker in the position while the employee is on leave. The employee will be returned to the position if held by a substitute worker upon expiration of his/her leave, subject to any reduction in personnel affecting the position.

**ARTICLE VIII**  
**GRIEVANCE PROCEDURE**

- A. The term "grievance" shall mean any claim, by one (1) or more employees of the Union that there has been a misinterpretation, misapplication, or violation of the express terms of this Agreement.
- B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If an appeal is not taken by the employee within the time limit specified, the grievance shall be deemed settled on the basis of the disposition at the preceding level. In the event the written answer is not submitted in the time specified, the employee may proceed to the next level. The time limits may, however, be extended by mutual agreement in writing between the Union and the Employer.

1. Level One

An employee together with his/her Union Representative or the Union, within five (5) work days of the occurrence of the event upon which the grievance is based, shall orally discuss the matter with the immediate supervisor with the objective of resolving the matter informally. If the employee or the Union is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, the grievance shall be filed in writing on the grievance form set forth in Appendix B of this Agreement. The written grievance must be submitted to the employee's immediate supervisor within ten (10) work days of the occurrence of the event upon which the grievance is based.

Within five (5) work days of the filing date, the immediate supervisor will arrange to meet with the employee and his representative in an effort to resolve it. A written answer shall be due within five (5) work days after such meeting.



GRIEVANCE PROCEDURE - continued

2. Level Two

If the Union is not satisfied with the disposition of the grievance at Level One, a written appeal may be transmitted to the Office of the Superintendent no later than five (5) work days after the due date for the Level One answer, stating the reason the grievance is being appealed to Level Two.

Within ten (10) work days of receipt of such appeal, the Superintendent or his/her designee will meet with the employee and Union representative(s) to discuss the grievance. A written answer shall be due within five (5) work days after such meeting.

3. Level Three

If the union is not satisfied with the disposition of the Grievance at Level Two, it may within twenty (20) work days after the decision of the Board refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. An arbitrator shall be selected in accordance with the rules of the American Arbitration Association, except each party shall have the right to preemptorily strike not more than three (3) from the list of arbitrators.

The Employer and the Union shall not be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party. The arbitrator shall have no authority to alter, ignore, modify, add to, or subtract from the terms of this agreement. The arbitrator shall have no authority to make a decision in any case of discharge or discipline of a probationary employee. The arbitrator shall have no authority to make a decision in any matter based upon an interpretation of any statutory law for which there is an administrative agency created by state or federal statute which has jurisdiction to determine the legal rights of the grievant. Both parties agree to be bound by the award of the arbitrator made within the scope of authority. The fees and expenses of the arbitrator shall be paid as follows:

GRIEVANCE PROCEDURE - continued

If the grievance is sustained and the remedy sought by the Union is awarded in full, the Employer shall pay the fees and expenses in full.

If the grievance is denied in full, the Union shall pay the fees and expenses in full.

If the grievance is neither sustained in full, or denied in full, the fees and expenses of the arbitrator shall be shared on a percentage basis as determined by the arbitrator.

Employees who are necessary participants in an arbitration hearing as a Union representative or witness in the proceedings shall be released from duty without loss of pay for the time necessary to represent or testify as the case may be, provided the hearing is held on the Employer's premises. If the hearing is not held on the Employer's premises, employees may use personal business leave or the Union may reimburse the Employer for necessary substitute costs, unless the Employer initiates the request for the hearing to be held away from its premises. An attempt shall be made to schedule arbitration and attendance of employees at times which will avoid or minimize release from work.

- C. The Union shall designate in writing to the Employer three (3) employees, one of whom shall be designated chairperson, who shall be authorized by the Union to process grievances under this procedure.
- D. An employee, upon request, shall be entitled to have present a Union representative when the employee is to receive discipline or notice of discharge or when the employee is being questioned regarding a matter for which there is reason to believe that disciplinary action against or discharge of the employee being questioned may result.

**ARTICLE IX**  
**STRIKE PROHIBITION**

The Union recognizes that strikes, as defined by Section I of Public Act 336 of 1947 of Michigan, amended, are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by lawful procedures without interruption of work. Accordingly, the union agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Employer by any employees or group of employees which is contrary to law.

**ARTICLE X**  
**DURATION OF AGREEMENT**

A. Entire Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations imposed upon the Employer and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Employer and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. Separability

If any specific provision of the Agreement or any specific application of this Agreement of any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect. The Employer and the Association will meet upon request of either party to renegotiate the provision nullified.

C. Term of Agreement

This Agreement shall become effective July 1, 1996, and shall continue in effect through the 30th of June, 1999, at which time it shall terminate unless extended by written agreement of the parties.

D. Successor Negotiations

At any time within ninety (90) days prior to the termination date of this Agreement either may serve written notice to the other of its desire to begin negotiations upon a successive collective bargaining agreement and negotiations shall begin within thirty (30) days from the receipt of the notice.

DURATION OF AGREEMENT - continued

IN WITNESS WHEREOF the undersigned have affixed their signatures:

LOCAL 925 U.A.W.

By Jeff L. Wood  
President

By Deane Harland  
Secretary

By Jim Sillis  
Chief Negotiator

Ratified 11-07-96

BOARD OF EDUCATION

By Kevin Kuhl  
President

By James F. Spal  
Secretary

By Stephena A. Rakite  
Chief Negotiator

Ratified 11-11-96

**APPENDIX A-1**

**(For Employee Hired Prior to January 1, 1991)**

<b>Classification</b>	<b>Effective 7/1/96</b>	<b>Effective 7/1/97</b>	<b>Effective 7/1/98</b>
Laundry	9.35	9.60	9.85
Custodial II	11.03	11.28	11.53
Custodial III	12.99	13.24	13.49
Skilled Trades I	13.78	14.03	14.28
Skilled Trades 1 a.	14.48	14.73	14.98
Skilled Trades II	14.86	15.11	15.36
Skilled Trades III	19.49	19.74	19.99

- ◆ Probationary employees shall be paid fifty cents (\$.50) less per hour than the above rates for their respective classification
- ◆ Longevity: Employees will receive an additional 10 cents (\$.10) per hour, upon completing 10 years of service as determined on June 30<sup>th</sup>, with payment effective beginning July 1.
- ◆ Head custodian(s) at the High School shall receive fifteen cents (\$.15) per hour premium.
- ◆ Head custodian(s) at the Middle School shall receive ten cents (\$.10) per hour premium.
- ◆ Custodian(s) required to work split shifts where they will be off more than two (2) hours in the middle of an eight (8) hour shift shall receive five cents (\$.05) per hour premium for all hours worked on the split shift.
- ◆ Employees in the Custodial III Classification who work 60% or more of their schedule work hours after 4:00 p.m. shall be paid ten cents (\$.10) per hour premium for all hours worked on the shift.

**APPENDIX A-2**

**(For Employees hired after January 1, 1991) POST - 1991**

<b>Classification</b>	<b>Effective 7/1/96</b>	<b>Effective 7/1/97</b>	<b>Effective 7/1/98</b>
Custodian	7.03	7.33	7.58
RBW Chief Custodian	8.48	8.78	9.03
HS Chief Custodian	10.82	11.12	11.37
Skilled Trades I	13.83	14.13	14.38
Skilled Trades II	14.91	15.21	15.46

- ◆ Probationary employees shall be paid fifty cents (\$.50) less per hour than the above rates for their respective classification.
- ◆ Longevity: Employees will receive an additional 10 cents (\$.10) per hour, upon completing 10 years of service as determined on June 30<sup>th</sup>, with payment effective beginning July 1.
- ◆ Custodian(s) required to work split shifts where they will be off more than two (2) hours in the middle of an eight (8) hour shift shall receive five cents (\$.05) per hour premium for all hours worked on the split shift.

## APPENDIX B

Definition and position location.

### **Custodian:**

- ◆ A full-time (6 hours per day or more) full-year employee that will do general cleaning, total floor care; yard work, deliver light maintenance, laundry where required and other custodial duties that are required to maintain a clean, safe and functional building or site.

- ◆ Full-time custodial positions will be found at the following locations:

East Essex Elementary (1)	District Delivery (1)
Eureka Elementary (1)	RBW Middle School (5)
Perrin-Palmer Elementary (1)	High School (10)
Swegles Elementary (1)	
East Olive Elementary (1)	
Riley Elementary (1)	Total: 22*

One full-time position at RBW and the High School may be filled by part-time help if the cleaning and building organization requires a larger number of employees at any one time.

### **Skilled Trades I:**

- ◆ These employees will be responsible for the general repair and maintenance of the building, equipment and grounds of the district. All facets of medium to heavy repair are included. As a general rule, each employee will be assigned to a number of different specialties but shall not be limited to those. Number of full-time positions: 4.

### **Skilled Trades Ia:**

This employee must meet all of the following requirements to be placed on Skilled Trades 1a:

- ◆ Employee must have worked in the district as a Skilled Trades I for ten years and trained by a State of Michigan licensed electrician employed by the district during that time.
- ◆ Employee be actively seeking and enrolled in a program to secure a State of Michigan Electrical License.
- ◆ Employee must have received a passing score on the State authorized test of 90% or more towards the minimum required score to receive a State license.

Having met these requirements, an employee shall be placed at the Skilled Trades Ia level.

Number of full-time positions: 0



**Skilled Trades II:**

This employee(s) must have a journeyman's electrical license and be able to do major mechanical repair including refrigeration, HVAC, air-conditioning, and other tasks as assigned.

Number of full-time positions: 1

**Skilled Trades III:**

An Employee who carries and maintains a State of Michigan Masters and Contractors license and who voluntarily signs over his contractor's license according to the State Electrical Code to the school district for their use and who meets or exceeds all of the requirements of the Skilled Trades II position.

Number of full-time positions: 1

Minimum full-time positions of the Bargaining Unit is 28. The rest of the cleaning and maintenance requirements of the district will be done by part-time personnel (5 hours or less) and will not be members of the Bargaining Unit.

\*Maximum of twelve full-time custodial positions of the 22 listed will be established after July 1, 1991, to set the insurance base.

