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6/30/2001

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
COLON COMMUNITY SCHOOLS
AND
LOCAL 586
SERVICE EMPLOYEES INTERNATIONAL UNION/AFL-CIO
1998 - 2001

Colon Community Schools

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Collective Bargaining Agreement

This Agreement is made as of the date hereinafter set forth by and between the COLON COMMUNITY SCHOOLS, St. Joseph County, Michigan, acting by and through its Board of Education (hereinafter called the "Employer") and the LOCAL 586, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO (hereinafter called the "Union").

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ARTICLE 1

RECOGNITION & SENIORITY

- 1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time custodians, grounds and maintenance employees, food service employees, excluding supervisors, substitutes, confidential employees and all others, for the purpose of collective bargaining concerning rates of pay, wages, hours of employment and other conditions of employment.
- 1.2 A newly hired employee shall serve a 90-work day probationary period upon their most recent date of hire as a regular employee. If an employee is absent, the probationary period shall be extended. During the probationary period, employees may be subject to discharge with or without notice or with or without reason. The employee shall have no recourse under this contract for such termination.
 - 1.21 Upon completion of the ninety (90) day probationary period, the employee shall be placed on the seniority list based upon their most recent date of hire.

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**ARTICLE 2
MANAGEMENT RIGHTS**

- 2.1 Except as otherwise expressly provided in this Agreement, the Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan and the United States, and all rights and powers to manage and conduct the activities of the Employer prior to the certification of the Union, without limiting the generality of the foregoing, the rights to:
- A. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities and work of its employees;
 - B. Hire all employees and determine their qualifications and the conditions of their continued employment;
 - C. Promote, transfer and assign all employees;
 - D. Determine the size of the work force, positions of employment and job descriptions and whether to expand or reduce the work force and/or create, eliminate or modify positions of employment;
 - E. Establish, continue or revise policies and/or rules and regulations regarding the conduct of employees in the work place, the manner and method of performing work and the procedures for administering and accounting for employee attendance and utilization of the rights and benefits provided by the collective bargaining agreement;
 - F. Discharge, demote and discipline employees;
 - G. Establish, modify, change or cancel any work, business or school schedules, hours or days;

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- H. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, determine the standards of operation and performance and determine the means, method and processes of performing and/or accomplishing the work to be done including the assignment and distribution of tasks and work among the work force of the school district and the contracting with any other person or business entity;
 - I. 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;
 - J. 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.
- 2.11 The exercise of the foregoing rights, authority, powers and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- 2.12 The express inclusion of an affirmative statement or delineation of any specific rights of the Employer anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Employer not so mentioned and hereby retained by the Employer.

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**ARTICLE 3
UNION RIGHTS AND RESPONSIBILITIES**

3.1 **Union Rights.** The Union shall have, in addition to other rights expressly set forth herein or provided by statute the following rights:

3.11 **Meeting Facilities.** The use of school facilities at reasonable hours for meetings of the Union locally only, provided that such use shall be without cost to the Employer and shall not interfere with the primary educational use of the facilities. The Union agrees to abide by the rules and regulations established by the Employer for the use of school facilities.

3.12 **Employee Communications.** The Union shall have the right to communicate with bargaining unit members through the use of designated bulletin boards or sections thereof. All materials shall bear the name of the Union and the name of the person authorizing the posting or the distribution thereof. No Union materials of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin boards and no displayed materials shall be derogatory to the Employer nor to any employee. The Union shall save and hold the Employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials.

3.2 **Union Responsibilities.** The Union shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:

3.21 **Union Representatives.** The Union shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

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3.22 **Concerted Activities.** The Union agrees that it will, in good faith, cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. The Union agrees to pay the Employer liquidated damages in the sum of twice the compensation and fringe benefits of each employee who shall violate this provision. The provision of this section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.

3.23 **Union Activities.** Except by the express agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Union activities whatsoever, provided, however, this provision shall not prevent the authorized representatives of the Union from having such reasonable contact with Union members as shall be necessary to ascertain that the terms of this Agreement are being observed.

3.3 **Union Security**

3.31 **Voluntary Membership.** Each employee shall have the right to freely join or refrain from joining the Union and shall not be discriminated against by reason of such choice.

3.32 **Representation Fees.** The union is required by law to represent all employees in the bargaining unit fairly, equally and without regard to an employee's union membership. Consequently, any employee who chooses not to pay a union membership fee shall pay a service fee. An employee's fee choices shall be as follows:

- A. A union membership fee shall be paid by an employee who is a union member.
- B. An agency service fee shall be paid by an employee who is not a union member and who does not qualify for the community service fee.

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- C. A community service fee shall be paid by an employee who certifies in writing that the employee has a sincere religious objection to joining or financially supporting a labor organization.
 - D. Food Service Employees hired before September 1, 1996, shall not be required to pay a union membership fee or agency service fee.
- 3.33 **Employee Fee Decision.** If an employee fails to make a selection, the employee shall be deemed to have selected the payment of the agency service fee. The representation fee selected by an employee shall remain in effect until changed by the employee in writing.
- 3.34 **Fee Amount.** Subject to the general fee limitations hereinafter set forth:
- A. The union membership fee shall be the dues uniformly and lawfully required by the union for membership.
 - B. The agency service fee shall be the lesser of 80 percent of the union membership fee or the amount certified by the union as the proportionate member cost for the negotiation and administration of this agreement. In no event shall an agency service fee be greater than the membership fee.
 - C. The community service fee shall be equal to the agency service fee. The fee shall be deposited in the *Community Service Fee Fund* maintained by the employer and shall be administered by the employer for student activities.
- 3.35 **General Fee Limitations.** No representation fee shall directly or indirectly include any amount for:
- A. Any political activity which is in violation of the constitutional rights of any employee;
 - B. Preparing for or engaging in or supporting a *strike* as defined by this Agreement or by law; or

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- C. Any illegal activity.
- 3.36 **Service Fee Determination.** The determination of the service fee shall be subject to such substantive and procedural limitations from time to time established by law. In no event shall an employee be required to:
- A. Travel outside of St. Joseph County for any hearing;
 - B. Pay any fees in order to receive at least 30 days prior to any hearing all materials necessary for a fair determination of the fee amount; or
 - C. Appear before any hearing officer or tribunal which was directly or indirectly selected by or under the control of the union.

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3.37 Deduction Procedure.

- A. The union shall confirm at least 45 days prior to any employee deduction change the amount in writing to the employer, which amount shall remain in effect until a different amount is authorized by an employee.
- B. All deductions and the procedures therefore shall comply with applicable law. The employer shall be reimbursed by the union for all reasonable costs incurred by the employer in escrowing or otherwise delaying the collection or transmittal of any representation fee as required by law.
- C. Except as a different procedure is required by law, the employer shall send all collected fees to the union within 20 days to such person as shall be designated by the union in writing. The employer assumes no responsibility for any errors in making such deductions other than to correct such errors. Any overpayment shall be returned to the employer within 20 days.

3.38 Non-Union Member Rights.

3.381 Service Fee Benefits. Each employee who has paid an agency, a community service fee or is exempt from such payments shall be entitled to:

- A. Participate without discrimination in all of the activities of the bargaining unit relating to the negotiation and administration of this agreement:
- B. Seasonably receive all communications received by union members concerning the administration or negotiation of the collective bargaining agreement; and
- C. Participate in all decisions relating to the negotiation and administration of the collective bargaining agreement.

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- 3.382 **Prohibited Benefits.** An employee paying only a service fee shall not be eligible to:
- A. Receive general union publications;
 - B. Receive fringe benefits paid by the union; nor
 - C. Hold any office which is not directly related to the administration or negotiation of the collective bargaining agreement.
- 3.39 **Employer Enforcement Rights.** If the union materially violates this provision, the employer may, in addition to any other remedies, terminate any further representation fee deductions for the union.
- 3.310 **Save Harmless.** The union assumes full responsibility for the validity and legality of the deductions herein authorized and expressly agrees to indemnify and save the employer harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the employer's compliance with the provisions of the section. If the hold harmless or indemnification provisions are found to be unlawful, involuntary deductions for union membership fees or community service fees shall cease.

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**ARTICLE 4
EMPLOYEE CONDUCT AND DISCIPLINE**

- 4.1 **Employee Conduct.** Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that they include but are not limited to the following:
- A. The performance of all duties with reasonable diligence and in a workmanlike manner.
 - B. The prompt notification of the Employer of any physical or mental condition of an employee which may temporarily or permanently impair the ability of the employee to adequately discharge his responsibilities.
 - C. The prompt notification of the Employer of any defective condition in any of the Employer's physical facilities which may cause injury or damage or which may be required in order to provide proper maintenance.
 - D. The prompt notification of the Employer of any misuse, abuse, or illegal use of any of the Employer's physical facilities for which an employee has responsibility.
 - E. The avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence, and the prompt reporting of any such tardiness or absence to the Employer.
 - F. The avoidance of outside employment or other competing activities which may reasonably impair the ability of the employee to adequately discharge his duties.
 - G. The avoidance of any activity which:
 - 1. Is contrary to the Employer's best interest and its responsibility to the public for the education, safety and well-being of students and other persons who may use its facilities and the proper preservation of public property; or

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- 2. Is contrary to honesty or good morals.
 - 3. Is criminal.
 - H. The avoidance of harassment, abuse or assault toward a student, parent, employee or supervisor of community member.
 - I. The avoidance of insubordination or disregard of a directive, rule or policy.
 - J. The avoidance of theft, misappropriation, or fraud.
 - K. The avoidance of use, possession or distribution of illegal substances or alcohol, or misuse of prescribed drugs.
- 4.2 Compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement including rules and regulations which may be from time to time adopted by the Employer, which rules shall be conclusively deemed to be reasonable if no objection thereto has been filed in writing by the Union within ten (10) days after notification.
- 4.3 **Disciplinary Action.** Any employee who fails to maintain proper standards of conduct or fails to discharge his responsibilities shall be subject to such disciplinary action as the Employer shall determine, including, but not confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion, or discharge. Discipline (except as the seriousness of an offense in the opinion of the Employer shall otherwise require) shall be progressively applied. An employee shall have the right to defend himself in any disciplinary proceedings.

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**ARTICLE 5
DUTIES AND WORK PROCEDURE**

- 5.1 **General Duties.** The general duties of each employee shall include those activities within the employee's work classification which may be from time to time assigned by the Employer.
- 5.2 **Work Scheduling.** The beginning and end of the work week and work day shall be as scheduled from time to time by the Employer, provided, however, an employee shall receive reasonable notice of any change in the work schedule.
- 5.3 **Transfers and Promotions.** The employer shall have the right to transfer or promote employees. The following procedure shall be observed, namely:
- 5.31 **Notice.** Notice of the availability of a position shall be posted on employee bulletin boards within five (5) days and shall remain posted for five (5) days. Applications shall be accepted during the posting period.
- 5.32 **Selection.** The parties recognize the desirability of placing each employee in a position which will most effectively use the employee's skills and experience while providing for the Employer's staffing needs. Accordingly, the Employer shall use the following criteria in filling vacancies:
- A. The applicant's prior work history;
 - B. The qualifications, skills and abilities of the applicant compared to the other candidates, both for the position to be vacated and the position to be filled;
 - C. The benefits to be derived by the applicant and by the Employer in making the assignment; and
 - D. An employee's length of service with the Employer. The unit president will be notified as to who will fill the position.
 - E. The unit president will be notified as to who will fill the position.

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- 5.33 **Trial Period.** Each transferred or promoted employee shall be placed in a probationary status. The trial period shall expire at the end of 60 calendar days provided that at least 30 work days of probation has been served while school is in session.
- 5.34 **Other Transfers or Promotions.** Nothing herein shall limit the right of the Employer to temporarily transfer or promote an employee for a period of not to exceed 90 work days, nor to transfer or promote an employee who has not applied for such transfer or promotion if in the opinion of the Employer such employee is the most qualified available candidate.
- 5.4 **Jobs and Classifications.** The Employer may establish, modify, or eliminate existing classifications or positions, and create such new or revised job descriptions, specifications, classifications, and rates of pay as may be appropriate provided that such action is not directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an employee within the same classification or position at more than one location within the District shall not constitute the modification or establishment of a new or revised job classification or position. The Employer shall meet with the Union within 60 workdays after the establishment of any new or changed job for the purpose of negotiating the rate and classification.
- 5.5 **Jurisdiction.** In addition to the rights of the Employer set forth in other provisions of this Agreement, the Employer shall have the right to employ for bargaining unit positions for the experimentation, emergencies, or seasonal help.

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**ARTICLE 6
LAYOFFS AND RECALL**

- 6.1 **Determination.** If the Employer determines that the number of employees is in excess of its current requirements, or if other employee skills are required, the Employer shall have the right to reduce the number of employees to eliminate or consolidate position, or reduce hours.
- 6.2 **Layoff Procedure.** The layoff shall be subject to the following guidelines:
- A. The least senior employee in a classification shall be the first laid off, provided, however, that the Employer shall have determined that there are qualified employees remaining to meet the Employer's requirements.

See draft page 14

- B. Compensation and fringe benefits shall be suspended during any layoff.

- 6.3 **Recall Procedure.** Recalls shall be subject to the following guidelines:
- A. It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The employee's address and telephone number as they appear on the Employer's records shall be conclusive.
- B. The recall of employees shall be, in general, in the inverse order in which laid off, provided, however, the Employer shall not be required to recall an employee in such order if the Employer determines that such employee does not possess the qualifications necessary to perform the duties of the job to which the employee will be assigned.

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- C. The Employer shall give an employee a minimum of 72 hours notice of recall except as an emergency may require a shorter recall time. If any employee has taken other employment and is reasonably unable to terminate such employment with the recall period, the recall period shall be extended for not more than ten (10) days. If an employee fails to report for work except as herein provided, the employee shall be considered a voluntary quit.
- D. The obligation of the Employer to recall a laid off employee shall terminate 14 months following layoff.

6.4 **Union Notice.** The Employer shall notify the Union of each layoff and recall. The decision of the Employer shall be binding unless the Union shall object in writing within five (5) days. Any objection by the Union must include the name of the employee or employees which the Union claims should have been laid off or recalled and the reasons for such claim. If the Employer accepts the Union's claim, the adjustment shall be made at a time mutually agreeable to the parties. If the Employer does not accept the Union's claim, the decision of the Employer shall remain in effect pending a dispute resolution procedure decision starting with the *Formal Conference Step*. Any dispute resolution remedy shall be limited to implementing the proper layoff or recall unless it is determined that the Employer acted in bad faith.

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**ARTICLE 7
AUTHORIZED ABSENCE**

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

7.2 **Sick leave.** One (1) sick leave day each month worked shall be granted accumulating to 70 days. Sick leave may be used for:

A. Any physical or mental condition which disables an employee from rendering services, but excluding any condition compensable by worker's compensation, or resulting from other employment. Sick leave may be used for a disability resulting from pregnancy.

B. Any communicable disease which would be hazardous to the health of the students, employees, or other persons using the facilities of the school district.

C. Physical examinations, medical, dental, or other health treatments which cannot reasonably be deferred and which cannot be scheduled outside of the employee's work time.

D. **Wellness Incentive.** An employee shall be entitled to a wellness incentive based upon the number of sick days taken during the year according to the following:

<u>No sick days used</u>	=	<u>\$100</u>
<u>One Sick day used</u>	=	<u>\$ 50</u>
<u>Two sick days used</u>	=	<u>\$ 25</u>

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- E. Employees working four (4) hours or more per day may use up to five (5) days of their yearly sick leave for illness in their immediate family. Immediate family shall be defined here as: spouse, child/stepchild or parent by law.
- F. Sick leave earned by a part-time employee who increases their hours or is promoted to full time will be credited for the hours earned at their original assignment before the leave is changed to the new hours.
- 7.3 **Emergency Leave.** Unpaid emergency leave shall be used only for business or personal obligations which cannot reasonably be scheduled at a time which does not conflict with the performances of any of the employee's duties. It shall not be used for other employment, seeking other employment, or for social, recreational, vacation or other similar purposes.
- 7.4 **Funeral Leave.** Funeral leave shall be used to attend the funeral and/or to participate in usual bereavement activities. The first two days shall not be charged to sick leave for a family member's funeral. Two additional days charged from sick leave may be granted for a family member's funeral.
 - A. Family Funeral Leave is intended for the death of the employer's spouse, parent, employee's spouse's parent, child, sibling, grandparent, or grandchild.
 - B. Non-family Funeral Leave is intended for relatives or persons whose prior relationship to the employee would be sufficient to warrant the attendance of the employee at the funeral and may be deducted from sick leave.
- 7.5 Employees are entitled to one (1) business leave day, not chargeable against sick leave, subject to the following limitations:
 - A. Business leave days are non-cumulative and must meet the following criteria:
 - 1. *Business* means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at the conclusion of a work day, or on weekends.

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2. Certain types of family obligations, i.e., weddings, births, and graduation exercises, legal commitments, religious observances, unusual circumstances related to professional growth and emergencies are considered to be justification for the use of business leave.

- B. An application for business leave, containing the reason for the request, must be submitted to the administration in writing at least two (2) days in advance (except in the event of an emergency when a shorter notice may be acceptable.)
- C. A business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year except in an emergency.

7.6 **Military Leave.** An employee shall receive such military leave rights as required by state or federal law.

7.7 **Leave Compensation.**

- A. Leave days shall be credited to an employee's leave allowance account at the salary rate when earned. Leave days when used shall be paid at the then current rate to the extent that the employee's leave allowance account has a remaining balance.
- B. Any available Employer or employee insurance shall be used prior to any payment from an employee's leave allowance account. If the available insurance benefit is less than the leave compensation amount, the Employer shall pay 80% of the difference to the employee to the extent that there is a remaining balance in the employee's leave allowance account.
- C. No payment for unused leave shall be made.
- D. An employee shall not be eligible for compensation and/or benefits for any leave which does not comply with the terms of this Agreement.

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- E. **Authorized Leave Days.** The number of authorized leave days shall be as set forth on Schedule "B". If an employee is tardy or absent without authorization, the Employer shall have the right to deduct compensation and benefits as provided on Schedule "B". No leave days shall be earned by an employee if the employee is on an unpaid leave of absence, laid off, or otherwise not regularly providing services for the Employer.
- F. **Family Medical Leave Act.** The employer and union agree to abide by the terms of the family medical leave act.

7.8 Leave Administration.

- 7.81 **Notice.** An employee shall give the Employer notice of his/her desire to be granted a leave as soon as he/she is aware that leave will be required so that the Employer will have the maximum time to provide for the employee's absence. The minimum notice for requesting a leave, excluding illness or unforeseeable events, shall be seven (7) work days prior to the requested leave date, or a regular Board of Education meeting, if Board approval is required.
- 7.82 **Leave Limitations.** All leaves shall be subject to the following limitations:
 - A. A leave may be terminated early only with the consent of the Employer.
 - B. An employee may be required to disclose the use of a leave day.
 - C. Leaves shall be taken in one (1) day increments, unless otherwise provided or agreed upon.
 - D. The time for the departures and return of an employee, except for personal illness, a family death or an emergency, shall be coordinated with the staffing needs of the Employer.

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7.83 Leave Denial Procedure.

7.831 Leave Denials. A leave request may be denied in accordance with the following guidelines:

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

7.832 Denial Explanation. If a leave request or compensation for a compensated leave is denied, the employee shall have the right to receive a written explanation.

7.84 Written Records. Leave requests shall be made in writing on forms furnished by the Employer. The leave terms shall be in writing and approved by the Employer and the employee prior to the commencement of a leave. A leave may be approved without a prior written request as a consequence of unforeseen circumstances or the inability of an employee to file a written request.

7.85 Verification.

- A. The employee shall have the responsibility of verifying his eligibility for leave and any benefits due.

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- B. If the Employer determines that an employee knowingly withheld or misrepresented material information concerning the purposes or the employee's eligibility for leave or for any leave benefits, the employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the employee's leave benefits due, or to be due, under this Agreement.

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**ARTICLE 8
DISPUTE RESOLUTION PROCEDURE**

This article sets forth a dispute resolution procedure to minimize the occurrence of disputes and to provide a peaceful, and orderly procedure to resolve any disagreement concerning the interpretation of this Agreement.

- 8.1 **Resolution Representatives.** Each party shall designate a representative to administer the contract. The representatives shall meet at least monthly and shall seek to identify problem areas and resolve conflicts.

- 8.2 **Review Levels.**
 - 8.21 **Informal Adjustment.** Prior to filing a written claim, the claimant shall meet with the party or the employee against whom such claim is to be asserted for the purpose of attempting to adjust such alleged claim without further proceedings. The request for the meeting must be made within ten (10) days from the time of the event or the time the claimant reasonably should have known of the event.

 - 8.22 **Written Claim.** If the claim is not satisfactorily resolved at the informal conference, the claimant shall have ten (10) days within which to file a written claim, which claim shall include:
 - A. An identification of the claimant(s);
 - B. The facts upon which the claim is based;
 - C. The applicable portion(s) of the Agreement allegedly violated;
 - D. The specific relief requested;
 - E. The date of the claim; and
 - F. The signature of the claimant.

A reply shall be filed within ten (10) days from the receipt of the written claim.

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- 8.23 **Formal Conference.** If a reply is not satisfactory to the claimant, a formal conference may be requested in accordance with the following rules, namely:
- A. The claimant must make the request within ten (10) days from the receipt of the reply to the written claim.
 - B. The formal conference shall be held within ten (10) days following the receipt of such request.
 - C. The purpose of the formal conference shall be to seek a positive and constructive disposition of the claim and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the claim shall be in writing.
 - D. If the parties are unable to reach agreement, the party or employee against whom the claim is filed shall file a reply within 15 days after the completion of the formal conference.
- 8.24 **Dispute Resolution.** If the claim is not satisfactorily resolved by a formal conference, the claimant may request mediation in accordance with the following rules, namely:
- A. Mediation must be requested within five (5) days from the receipt of the formal conference reply.
 - B. The mediator shall be furnished by the Department of Commerce and Industry.
 - C. Mediation shall be conducted in accordance with such rules as may be established by the mediator provided that the mediator shall not have the authority to vary the terms of the Agreement or to determine that any provision is unconstitutional or contrary to any federal or state law or regulation.

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- D. The purpose of the mediation shall be to attempt to resolve the dispute in such manner as to promote a positive relationship between the parties.
- E. If the parties are unable to resolve the dispute with the assistance of the mediator and if the mediator determines that the failure to resolve the dispute will have significant adverse consequences on the relationship of the parties or the quality of the educational program, the mediator shall have the authority to make a decision.
- F. The decision of the mediator shall be final unless a rehearing request is filed with a court of competent jurisdiction within 20 days from the receipt of the mediator's written decision. The rehearing shall be both as to the facts and the law, unless the parties otherwise agree.
- G. If no request for rehearing is made, the decision of the mediator shall be enforceable by a court of competent jurisdiction.

8.3 General Procedures.

8.31 Definitions. As used in this article, the word:

- A. *Claimant* means the party or employee filing the claim. If a claimant is an employee, the employee shall have the right to personally attend each conference or hearing and/or have an authorized representative present.
- B. *Event* means the act or omission which the claimant alleges violates one or more provisions of this Agreement.

8.32 Form of Action. All claims, replies and requests shall be in writing and shall be filed with the other party and with the employee, if applicable.

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- 8.33 **Exclusions.** The claim procedure shall not apply to:
- A. A claim by any employee who desires to assert his legal right to present such claim directly to the Employer and have it adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement.
 - B. Any claim in which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a claimant shall have one remedy only.
 - C. Any provision of this Agreement which contains an express exclusion from this procedure.
 - D. Any claim or complaint of a probationary employee.
 - E. **For food service employees:** Any claim which involves the substance of an employee evaluation, job description or content.
- 8.34 **Provisional Relief.** A party may at any stage of the proceedings provisionally grant in whole or in part the relief requested by the claimant. Neither a provisional grant of relief, nor the failure to grant such relief, shall be considered as an admission, it being intended only for the purpose of permitting a party to mitigate damages pending a final determination of the claim.
- 8.35 **Withdrawals and Denials.** Any claim or request for advancement to the next claim level which is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any claim which is not answered within the time specified shall be deemed to have been denied and the claim shall automatically advance to the next claim level unless withdrawn, except that any time limitation may be extended by mutual written agreement between the parties.

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- 8.36 **Place of Proceedings.** All proceedings except a court hearing shall be held on the Employer's premises. A mediation hearing may be held at a location selected by the mediator within the school district. The cost of any facilities shall be shared equally by the parties.
- 8.37 **Costs.** Any fee paid for the services of a mediator shall be shared equally by the parties, except as the mediator shall otherwise decide. Each party shall be responsible for its own cost.
- 8.38 **Contract Termination.** Any pending claim not resolved prior to the expiration of the contract shall be resolved as part of the negotiations for a new agreement between the parties.

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**ARTICLE 9
COMPENSATION AND BENEFITS**

- 9.1 **Overtime Compensation.** An employee shall be entitled to receive such overtime compensation as required by law. The Employer may give compensatory time in lieu of overtime when and to the extent permitted by law. Unless expressly required by applicable laws or regulations, overtime shall not be paid on overtime. Overtime work shall be scheduled by the Employer and must be authorized by the Employer in advance except in the case of a bona fide emergency.
- 9.2 **Deductions.** The Employer shall have the right to deduct from the pay of each employee such amounts as may be due the Employer from the employee, or as may be required by law, together with such additional sums as may be mutually agreed upon by the Employer and the employee.

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**ARTICLE 10
GENERAL PROVISIONS**

10.1 **Notices.** Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:

- A. **Employer:** Office of the Superintendent
400 Dallas Street
Colon, MI 49040
- B. **Union:** Service Employees International Union
1095 Third Street, Room 107
Muskegon, MI 49441
- C. **Employee:** As set forth in the records of the Employer.

10.2 **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 Union. This Agreement is subject to amendment, alternation or additions only by a subsequent written Agreement between and executed by the Employer and the Union. 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.

10.3 **Scope, Waiver and Alteration of Agreement.** 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 Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waves the duty and each agrees that the other shall not be obligated to bargain collectively with respect to this Agreement even through 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. The Employer shall have the right to deal

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with such subjects or matters by the exercise of its management rights without prior negotiations during the life of this Agreement, unless the parties mutually agree to enter into negotiations for an amendment of this Agreement concerning such subjects or matters.

10.4 **Interpretation.** Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties will meet to renegotiate such invalidated provision.

10.41 **Captions.** Captions are included only for convenience of reference and shall not modify in any way any of the provisions contained herein.

10.42 **Definitions.** As used in this Agreement the word and phrases shall have the following meanings:

- A. *Day* means a calendar day except Saturday, Sunday or a scheduled holiday or vacation period occurring during the work year. During summer recess, day means a regular business day, excluding holidays and weekends.
- B. *Emergency* means a sudden and unforeseen combination of circumstances or the resulting state therefrom that calls for immediate action.
- C. *Employee* has the following meaning:
 - 1. *Full-Time Employee* means any employee who provides compensated services to the Employer of 1,200 hours or more during an employment year.
 - 2. *Part-Time Employee* means any employee who provides compensated services to the Employer of less than 1,200 hours during an employment year.

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- D. *Employment Year* means the period from July 1 to June 30th of the following year.
 - E. The masculine gender includes the feminine gender.
 - F. *Party* means the Employer or the Union.
 - G. *School Year* means the period beginning when students are first required to attend through the final day of student attendance.
 - H. *Work Year* means the period beginning when the employees are first required to attend through the final day of employee attendance.
- 10.5 **Right to Modify.** The rights of either party or of an employee to any benefits shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it is being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement in a subsequent Agreement and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.
- 10.6 **Schedule Modifications.** The Employer may alter the work schedule to the extent the Employer determines necessary to comply with:
- A. Applicable local, state or federal laws or regulations.
 - B. The availability of utilities.
 - C. For other circumstances beyond the control of the Employer.
 - D. For food services employees as deemed necessary by Employer.

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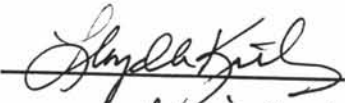
- 10.7 **Subordination.** Any individual contract or letter of agreement between the Employer and an employee for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.
- 10.8 **Employee Copies.** The Employer shall give a copy of this Agreement to each employee who is employed in the bargaining unit during the term of this Agreement. The cost of preparing and printing the Agreements shall be shared equally by the parties.
- 10.9 **Effective Date and Termination.** This Agreement shall commence as of the date of its execution by both parties and shall remain in full force and effect until midnight June 30, 2001.


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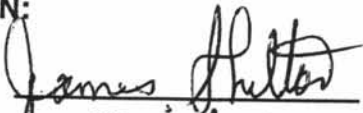
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of July 1, 1998.

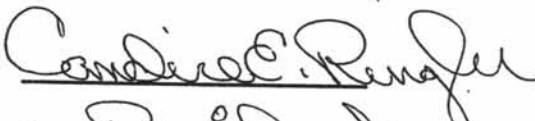
EMPLOYER:

By: 
Its: Superintendent

By: 
Its: _____

UNION:

By: 
Its: President

By: 
Its: President

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Temporary Assignments.

Workers temporarily assigned to cover food service tech #1 positions will receive food service #1 compensation after 5 consecutive days in the new position.

A - 2 New Employees.

New employees in the bargaining unit shall be placed on the basic compensation schedule as initially determined by the employer based on experience and qualifications.

A – 3 Schedule Adjustments.

A. Probationary Employees.

A new employee may be paid up to 20% less than the regular compensation rate during his probationary period.

B. Shift Differential.

No shift differential will be paid.

C. Leadperson.

The employer may designate one or more employees as leadpersons to perform designated supervisory or administrative duties in addition to their regular duties. The employer may pay additional compensation for the performance of such duties. The amount of additional compensation shall be disclosed to the union on written request.

D. Temporary Transfer/Promotion Rates

An employee who is temporarily transferred or promoted to a higher classification, pursuant to Article 6 shall receive the minimum hourly rate of pay designated for such classification at his experience level or \$0.25 cents per hour over his regular hourly rate of pay, whichever is less.

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Longevity Pay.

An employee shall be eligible to receive, after 15 years of continuous service, longevity pay in the amount equal to 3% of the employee's current annual base salary for the period covered. Longevity pay shall be paid annually between the first and second payday in December.

Retirement Contribution.

The employer shall pay the full employer retirement obligation to the Michigan Public School Employees Retirement System.

Mileage Reimbursement.

An employee required by the employer to use his motor vehicle for the benefit of the employer shall be reimbursed at the Internal Revenue Service's standard business vehicle mileage rate allowance.

Work Security.

Unless otherwise directed by the employer, all employees shall report to work on days when school is closed because of adverse weather or other conditions preventing the attendance of students. In such event, the employer may permit an employee to work a full shift by adjusting the shift schedule.

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SCHEDULE B

FRINGE BENEFITS

B – 1 Custodial Group Health and Medical Insurance

Subject to the limitations and conditions hereinafter set forth, each employee shall have the right to select either Plan A or Plan B.

B – 1.1 Custodial Group Plan A.

The employer shall provide health and medical insurance for each full time employee shall have the right to select either Plan A or Plan B.

Insured	Monthly Premium Contribution		
	1998/1999	1999/2000	2000/2001
Self	\$246.80	\$254.20	\$261.83
Self & Spouse Or Children	\$551.84	\$568.40	\$585.45
Full Family	\$613.03	\$631.42	\$650.36

An employee in the same insured category may carry any unused premium allowance forward to the next premium year. A full time employee who works less than 12 months shall pay the premium for the months when he is not furnishing services to the employer.

B-1.2 Custodial Group Plan B.

The employer will contribute to each employee not electing Plan A additional compensation not to exceed \$1,450. Any amount exceeding the employer's contribution allowance will be payroll deducted.

B-2.1 Sick Pay.

One day for each month of service with a maximum accumulation of 70 days. Leave may not be used until earned.

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B.2.2 Funeral Leave:

Family

Two (2) days for each family member (a family member shall be considered as employee's spouse-employee's or spouses – mother, father, child, brother, sister, grandparent or grandchild) if the employee attends the deceased's funeral. Up to (2)-two additional days may be taken if required. The additional time shall be charged to sick days.

Non-Family

One (1) day per contract year if the employee attends the deceased's funeral. The days shall be charged to sick days.

B.2.3 Personal Business Leave.

Employees will receive one (1) day per contract year for personal business as per Article 7.5. These days shall not accumulate.

B-3 Holidays.

B-3.1 Custodial Group Eligibility.

Full time employees who are scheduled to work before and after the designated holiday.

B-3.2 Custodial Group Holiday Schedule.

Subject to the conditions and limitations hereinafter set forth, the following holidays shall be observed by the employer:

4th of July

Labor Day

Thanksgiving and the day after

Christmas and Christmas Eve day or Christmas and day after

New Year's Eve Day and New Year's Day/or New Year's Day and the day after

Memorial Day

2 hours off on Good Friday

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B.3.3 Custodial Group Holiday Compensation.

An eligible employee shall receive his regular compensation for the above holidays if he worked both the last scheduled shift before the holiday and the first schedule shift after the holiday, unless such employee is on an authorized leave or scheduled vacation.

B.4.1 Food Service/Part Time Custodian Holiday Pay

Part-time Employees.

Part-time employees will be paid for two (2) days of Christmas holiday paid at the employee's regularly scheduled hours and rate.

B-4 Group Vacations:

B-4.2 Custodial Group Eligibility.

Paid vacations are earned and authorized only by and for full time 12 month employees. Vacation time shall be calculated from July 1 to June 30th of the following year. The employer shall establish reasonable rules for the adjustment of the first fractional year. A vacation may not in any event be used until earned.

B.4.3 Custodial Group Vacation Allowance.

<u>Qualification Period</u>	<u>Work Days</u>
After 1 st year	5 days
After 2 nd year	6 days
After 3 rd year	7 days
After 4 th year	8 days
After 5 th year	9 days
After 6 th year	10 days
After 7 th year	11 days
After 8 th year	12 days
After 9 th year	13 days
After 10 th year	14 days
After 11 to 15 years	15 days
After 15 years and up	20 days

No current employee shall receive less vacation time than the employee was eligible to receive on the effective date of this contract.

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B-4.4 Custodial Group Vacation Scheduling

- a. Vacation scheduling during the school year will be determined by the employer on the basis of employer and employee need and performance. Vacations during the summer period will be scheduled primarily by the work schedule and the date of receipt of an employee's vacation request.
- b. One-third of vacation time may be taken during the school year.
- c. The employer may:
 1. Restrict the number of employees on vacation at any one time during the school year and to two (2) during the summer period.
 2. Deny a vacation requested during winter and spring breaks, Magic Week, or the two weeks before the beginning of school.

B-4.5 Custodial Group Vacation Accumulation.

Vacation time may be accumulated for a maximum of 12 months. The employer may require vacation time to be used or may pay an employee for unused time.

B.5 Custodial Group Uniform Allowance.

B-5.1 Custodial Group Eligibility.

All full time employees.

B-5.2 Custodial Group Allowance Amount.

Five new uniforms (shirts and pants) the first year of employment. Three uniforms (shirts and pants) each year. Employee is responsible for cleaning and maintaining in a serviceable condition.

B-6 Tools.

B-6.1 Eligibility.

As determined by the employer on the basis of an employee's job function and need.

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B-6.2 Allowance.

Hand tools required for minor maintenance and related job functions may be issued by the employer for an employees permanent use. The tools whenever practicable shall be marked by the employer for identification.

B-6.3 Tool Use.

The employer shall, from time to time, establish reasonable rules concerning the use, maintenance and security of the tools. Such rules shall include the following restrictions:

- A. The security and maintenance of tools are the responsibility of the employee.

- B. The employer may deduct from any amount due an employee the reasonable value of any tool lost or damaged as a consequence of the employee's neglect or misconduct.

B-7 Benefit Loss.

If an employee is terminated for cause or fails to give minimum two week employment termination notice, the employee shall forfeit any accumulated but unpaid benefits.