MASTER AGREEMENT

6/30/203

BETWEEN THE

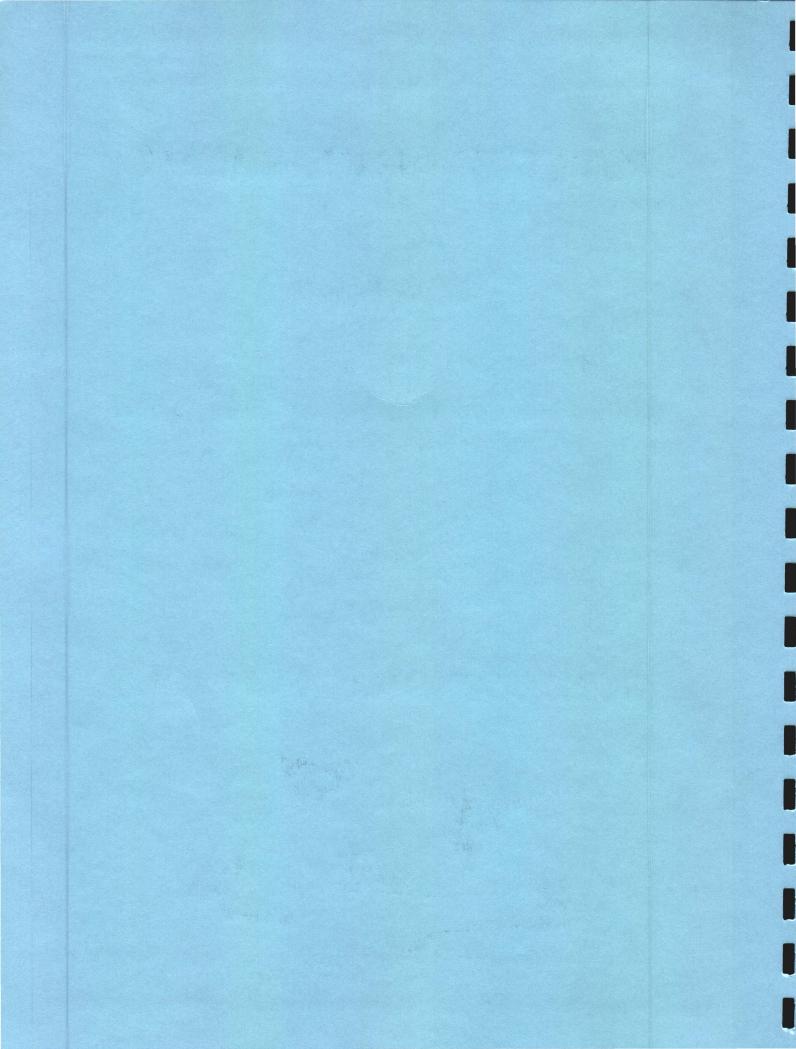
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL-586

AND

GOBLES PUBLIC SCHOOLS



ABOR AND INDUSTRIAL



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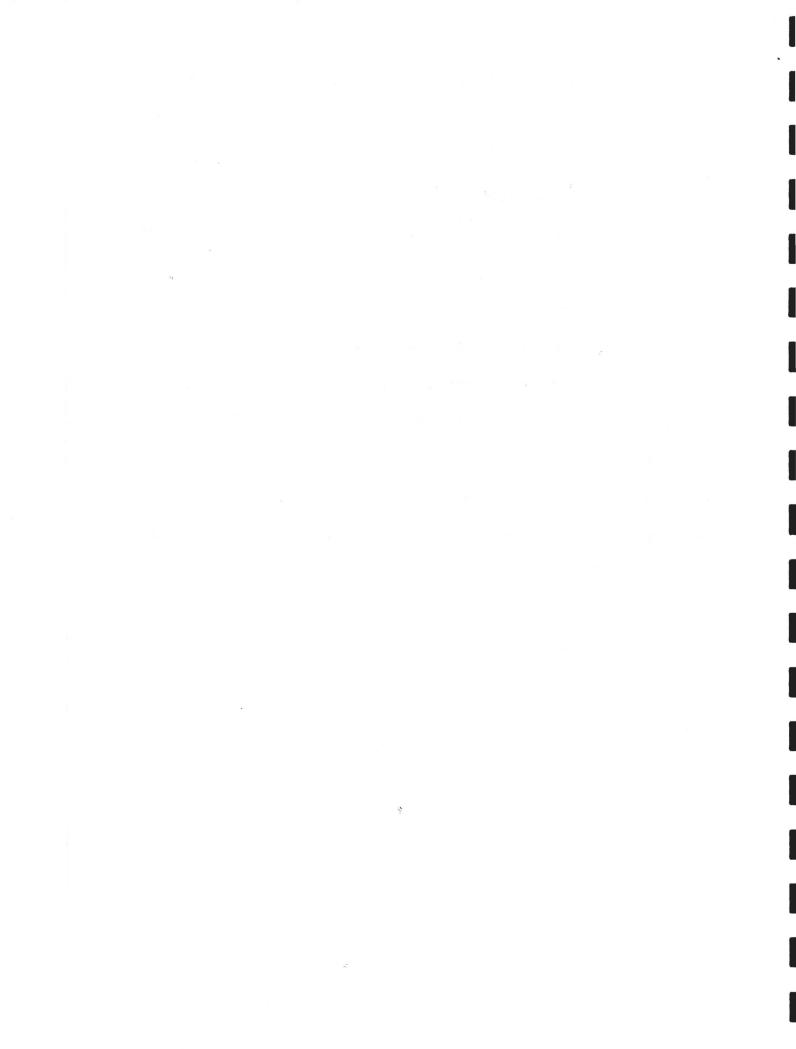
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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth and between the GOBLES PUBLIC SCHOOLS, Counties of Van Buren and Allegan, Michigan, acting by and through its Board of Education (hereinafter called the "Employer") and Local 586 of the Service Employees International Union, AFL-CIO-CLC (hereinafter called the "Union").

ARTICLE I PURPOSE AND RECOGNITION

A. <u>Purpose</u>

The general purpose of this Agreement is to promote orderly and peaceful relations between the Employer and the Union for the mutual benefit of the public, the Employer, the Union, and the Employees.

B. <u>Recognition</u>

The Employer, pursuant to the certification of the Michigan Employment Relations Commission dated February 28, 1977, December 16, 1985, and January 6, 1986, recognizes the Union as the exclusive representative of all the Employees in the bargaining union in respect to rates of pay, wages, hours of employment and other conditions of employment.

C. <u>Bargaining Unit</u>

The bargaining unit shall be as certified by the Michigan Employment Relations Commission, namely:

"All full-time and regularly scheduled part-time Building Service and Food Service employees, clerks, secretaries, teacher aides, supervisory aides, and maintenance personnel, excluding supervisors as defined by the Commission and all other employees."

D. Limitations

The purposes for which recognition is granted and the definition of the bargaining unit shall in all particulars conform to the certification of the Michigan Employment Relations Commission and the provisions of the applicable law.

ARTICLE II <u>WORK SCHEDULE</u>

A. Work Day

1. Building Service Employees

The normal work day for Building Service and Maintenance Employees shall consist of eight (8) duty hours, which may be interrupted by a lunch period. The lunch period shall be unpaid and in addition to the eight (8) duty hours. In addition, each full-time employee may take a fifteen (15) minute rest period during each half of the work day, provided that the rest period shall not interfere with the normal operations of the Employer. The rest period for Building Service and Maintenance Employees working less than a full day shall be proportionately reduced.

During the evening (2nd) shift, Building Service and Maintenance Employees will take breaks according to the following schedule:

8 hour Employees:	Break	5:00 - 5:15 p.m.
(3:00 - 11:30)	Lunch	7:00 - 7:30 p.m.
(4:00 - 12:30)	Break	9:30 - 9:45 p.m.
4 hour Employees:	Break	5:00 - 5:15 p.m.
(3:00 - 7:00)		

During the day (1st) shift, Building Service and Maintenance Employees will take breaks according to the following schedule or as changed by their immediate supervisor:

> 9:30 - 9:45 a.m. 12:00 - 12:30 p.m. 2:00 - 2:15 p.m.

2nd Shift Building Service and Maintenance Employees will not leave the school grounds during their shift unless on school business or during their lunch break. If a Building Service or Maintenance Employee leaves their respective building as per the reasons permitted, the building must be locked.

It is understood that the above schedules are intended to establish uniform break periods. From time to time it may become necessary to interrupt or defer break periods as the job demands. The employee in such case may so indicate on the time card.

2. Food Service Employees

The normal work day for Food Service Employees shall be in accordance with the following schedule:

- a. Food Service six (6) duty hours
- b. Food Service four (4) duty hours

The work day may be interrupted by a lunch period and rest periods, the total of which shall not exceed thirty (30) minutes for Food Service I Employees and twenty (20) minutes for Food Service II Employees. The lunch and rest periods shall be scheduled by the Food Service Manager or Superintendent so as not to interfere with the normal operation of the work place, including, but not limited to, the hot lunch program.

3. <u>Paraprofessional and Supervisory Aide Employees</u>

The normal work day for Aide Employees shall be in accordance with the following schedule:

- a. Paraprofessionals Six and one-half (6-1/2) duty hours.
- b. Supervisory Aides I four (4) duty hours.
- c. Supervisory Aides II two and one-half (2-1/2) duty hours.

The work day may be interrupted by a lunch period and rest periods, the total of which shall not exceed sixty (60) minutes for the Paraprofessional employees, fifteen (15) minutes for Supervisory Aides I, and ten (10) minutes for Supervisory Aides II. The lunch and rest periods shall be scheduled by the Principal or Superintendent so as not to interfere with the normal operation of the work place.

4. <u>Clerk and Secretary Employees</u>

The normal work day for secretaries and Clerks shall be in accordance with the following schedule:

- a. Secretary eight (8) duty hours.
- b. Clerks six and one-half (6-1/2) duty hours.

The work day may be interrupted by a lunch period and rest periods, the total of which shall not exceed sixty (60) minutes for Clerks and Secretaries. The lunch and rest periods shall be scheduled by the Principal or Superintendent so as not to interfere with the normal operation of the work place.

Secretaries only will be paid for lunch.

B. <u>Work Week</u>

Except in the event of an emergency, or unless otherwise mutually agreed to, the work week shall consist of five (5) consecutive work days, Monday through Friday inclusive.

C. Shift Schedule

The first shift is any shift that regularly starts at or after 4:00 a.m. but before noon. The second shift is any shift that regularly starts at or after noon but before 8:00 p.m. A shift shall be deemed to be a regular shift if it is of a duration of at least seven (7) calendar days.

D. 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, that an Employee shall receive reasonable notice of any change in the work or shift schedule.

E. <u>Emergencies</u>

Nothing herein shall be construed to limit the authority of the Employer to make temporary assignments to shifts or work duties other than those regularly assigned for the purpose of meeting emergencies including but not limited to conditions resulting from adverse weather, provided, however, that such assignments shall not extend beyond the period of such emergency.

F. Work Schedule

Whenever an Employee is assigned to perform services for any outside group or organization utilizing the Employer's facilities for which such group or organization pays a fee to the Employer and such assignment does not fall within the regular duty hours of the Employee, such Employee shall not be assigned to perform services for the Employer without the Employee's express consent.

G. <u>Adverse Weather</u>

1. OPTION 1 - NO EMPLOYEES REPORT

If school is closed by reason of adverse weather or other emergency (notification via normal media routes or personal contact) prior to the beginning of the school day, all employees are not required to report. Such employees shall receive their regular rate of pay for each day, provided that the employer's liability shall be limited to two (2) such days per school year.

2. OPTION 2 - ALL OR PART OF BUILDING SERVICE, MAINTENANCE CLASSIFICATION REPORT

If an employee is ordered to report to work on such days, they shall report unless good cause can be shown for their not reporting. Employees who do report on any or all of these days shall receive regular pay for all hours worked and one-half compensation time for each hour worked. This compensation time can be taken at any mutually agreeable date.

If the employer decides that only part of the employees in a classification are required to work on such days, it is understood that such employees shall be offered such duty in rotation beginning with the most senior employee in the classification and working down the list. (If no employees volunteer for such duty, the employer may require attendance from the least senior employee first providing that the employee has the necessary skills.)

3. OPTION 3 - SECRETARIES REPORT

In the event school is closed due to inclement weather or other emergency reasons in excess of two (2) days per school year, secretaries may, if mutually agreed to by the employee and supervisor, report for work. If this occurs, secretaries will be paid at their regular rate of pay.

- 4. When the normal school starting time is delayed by reason of adverse weather or other emergency, all Building Service personnel are to report to work at their NORMAL STARTING TIME, unless otherwise notified via normal media routes or personal contact.
- 5. Should it become necessary for school to close more than two (2) days per school year due to inclement weather/Acts of God the employer agrees to make a reasonable effort to provide work for Building Service Employees on those days.
- 6. Should it become necessary to dismiss students early due to inclement weather/Acts of God the first shift will complete their NORMAL SHIFT. The second shift will report for work at their normal time unless notified via normal media routes or personal contact.
- 7. The Employer will provide the Union with a copy of the G.E.A. negotiated agreement language regarding the rescheduling of any school days missed due to inclement weather/Acts of God occurrences. The Board also would be willing to meet with the Union to clarify any issues regarding this matter.

H. Overtime Related to Building/Facilities Rental

When the school district building or facilities are rented, as per Board of Education policies, there may be occasion for Building Service Employees to be present during the rental period. The Building Service Employees will be scheduled to work on a rotating basis using the seniority list. During the time the Building Service Employee is on duty, he/she will be expected to complete work assignments detailed by the administration or the Head Maintenance Person with the understanding that the primary responsibility is to the group renting the Building/Facility.

ARTICLE III COMPENSATION AND BENEFITS

A. Basic Compensation

The basic compensation of each Employee shall be as set forth in Article XIII.

B. <u>Overtime Compensation</u>

1. <u>Computation</u>

An Employee shall be entitled to receive overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for hours worked in excess of eight (8) hours during a work day or forty (40) hours during a work week, except that overtime compensation for hours worked on Sundays shall be at the rate of two (2) times the regular rate of pay of the Employee. The Employer agrees that the regularly scheduled work week of Employees shall not be rescheduled solely to avoid the payment of overtime.

2. <u>Overtime Scheduling</u>

Overtime work shall be scheduled by the Employer and, except in the case of emergency, must be authorized by the Employer in advance. The Employer shall assign overtime work as equitably as possible among all qualified Employees in the same classification and shall maintain an overtime roster containing a record of each Employee and the number and date of overtime hours worked. Overtime hours not worked by an Employee when requested shall be counted as hours worked for overtime computation purposes.

3. Overtime Compensation

At the employee's option to take compensatory time off in lieu of overtime pay at the same rate as the overtime pay would be (i.e. 1-1/2 or 2 times). All employees will have the option to accumulate compensatory time off in lieu of overtime pay. This compensatory time shall accumulate at the same rate as the overtime (i.e. 1-1/2 or 2 times regular rate).

The school district shall not be required to pay overtime pay on Saturdays and Sundays if the employee's regular work schedule includes working on these days. The employer agrees that the regularly scheduled work week of current employees shall not be rescheduled solely to avoid the payment of overtime. All compensatory time shall be accumulated and may be used under the following conditions:

- a. All use of accumulated compensatory time must be approved by the employee's immediate supervisor at least three (3) working days before it is used by the employee.
- b. An employee can accumulate a maximum of 40 hours of compensatory time.

C. Fringe Benefits

The Employer shall provide fringe benefits as set forth in Articles XXI, XXII, and XXIII.

D. Deductions

The Employer shall have the right to deduct from the pay of each Employee such amounts as may be required by law together with such additional sums as may be mutually agreed upon by the Employer and the Employee.

ARTICLE IV AUTHORIZED ABSENCE

Provision for authorized absence has been made to meet the humanitarian and legitimate needs of the Employees and not to provide additional vacation. The absence or tardiness of an Employee decreases cost effectiveness and imposes increased responsibility and inconvenience on other Employees. It is, therefore, the responsibility of an Employee to avoid any unnecessary absence or tardiness.

A. <u>Sick Leave</u>

Upon the completion of the initial probationary period, the maximum number of sick leave days each employee is entitled to receive annually is given below:

12	
12	
12	
9	
10	
9	
9	
9	
9	
9	
	12 12 9 10 9 9 9 9 9

Any part-time employee (less than 8 hours per day) who is transferred to a full-time position will be permitted to carry forward their accumulated sick time on an hourly basis. For example, an aide working four (4) hours per day with ten (10) unused sick days will be credited for 40 hours of sick days as a full-time employee.

The above listed maximum number of sick leave days is based on the school calendar and scheduled work days in effect in the 1998/99 school year. In the event that the calendar is changed or the scheduled work days are increased for some or all classifications, the maximum number of sick leave days for the affected classification(s) may be increased based on the same proration in effect in the 1998/99 school year.

- 1. Sick leave may be used for:
 - a. Any physical or mental condition which disables an Employee from performing his assigned duties, excluding any condition compensable by Worker's Compensation, or maternity to the extent permitted by law.
 - b. Any communicable disease which would be hazardous to the health of students or other Employees.
 - c. Physical examinations or medical treatment which cannot reasonably be scheduled outside of the regular work day.
 - d. Funeral leave, to the extent hereinafter provided.
 - e. Employees may use three (3) days of sick leave per year for illness in that employee's immediate family. Immediate family is defined as spouse, child,

mother, and father.

- f. Any reasons agreed to by the Director of Operations and the Superintendent.
- 2. Sick leave may accumulate up to one hundred (100) days. The amount of unused leave for each employee shall be certified by the Employer at least each twelve (12) months. If an employee terminates his employment with the school district for one of the following reasons, the employee shall be paid accumulated sick leave credits at a rate equal to \$10.87.
 - a. Retirement
 - b. Voluntary Quit*
 - c. Death
 - d. Permanent Disability

*In order for an employee to qualify for termination benefits under the language of this section the following conditions must be met:

- a. Employment with the Gobles Public Schools for a minimum of 10 years.
- b. No pending involvement with the Board of Education or Administration regarding disciplinary action.
- c. Not having a reprimand on file during the past 30 days.
- d. A minimum of 10 calendar days advance written notification must be submitted to the employee's immediate supervisor. This time limit may be waived by the Superintendent in the case of an acceptable emergency or extenuating circumstance.
- 3. Except as the Employer shall otherwise agree, leaves shall be allocated in one-half (1/2) days increments, shall be charged against working days only, and shall cease to accumulate during such period as the Employee is on leave of absence, laid off, receiving Worker's Compensation or disability insurance benefits, or otherwise not regularly providing services to the Employer.
- 4. The Employer may require a physician's statement certifying the employee's illness and ability to return to work if an employee is absent from work over two consecutive days, or four days in a period of ten (10) working days.
- 5. The Board agrees to pay for all medical expenses incurred (minus any Health Insurance reimbursal) for an evaluation of physical and mental capacity to perform required job responsibilities if required by the Board. If during regular work hours, current hourly wages and appropriate travel expenses will be paid.

B. Funeral Leave

1. Immediate Family

If a member of the immediate family of the Employee shall die and the Employee attends the funeral of such person, he shall be entitled to three (3) day's leave with pay, if reasonably required, which days shall be charged against sick leave. Up to two (2) additional days, deducted from sick leave, may be allowed for out-of-state travel. Immediate family shall be defined as follows: spouse, children, grandchildren, mother (-in-law), father (-in-law), brother, sister, grandparents, and any relative who permanently resides in the household of the Employee.

2. <u>Relatives</u>

If a sister-in-law, brother-in-law, or grandparent-in-law shall die, and the Employee attends the funeral, he shall be entitled to one (1) day's leave with pay, if reasonably required. This day shall be charged against sick leave. An additional day may be allowed for out-of-state travel or in such other circumstances as may be appropriate and approved, in advance, by the Superintendent.

C. Personal Business Leave

All employees covered by this Agreement shall be allowed two (2) personal business leave days per year with pay. Unused personal business leave days shall be added to the employee's sick leave accumulation at the end of the year. The Employer may impose reasonable restrictions on any leave requested for a working day immediately before or after a holiday, weekend or vacation. Personal business leaves shall not be used for the seeking of other employment, or for social, recreational, vacation, or other similar purposes. However, personal business leave days may be used the day before the wedding of your child and the day your child is to leave for military service. SEIU members need to apply on the approved Personal Business Leave form at least 48 hours in advance of the day of the requested absence. The time limit may be waived by the Superintendent in the case of an acceptable emergency or extenuating circumstances.

D. <u>Court Leave</u>

An Employee shall be entitled to leave for jury service, if such service cannot reasonably be scheduled outside the regular school term, and for court appearances when subpoenaed as a witness in proceedings which arise out of and in the course of the Employee's employment but expressly excluding actions brought by the Employee, shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid. The Employee shall return to his duties whenever his attendance in court is not actually required.

E. <u>Military Leave</u>

1. <u>Regular Duty</u>

An Employee who is drafted or volunteers for the Armed Forces of the United States of America shall be granted a leave of absence without pay and shall be entitled to such seniority and reinstatement rights as provided by applicable federal law.

2. <u>Temporary Duty</u>

An Employee called to temporary active duty as a member of the National Guard or other reserve unit shall be granted a leave of absence without pay for the duration of such temporary active duty. Seniority shall accrue for such Employees during any such temporary military leave of absence.

F. Leave of Absence

A Leave of Absence without pay may be granted at the discretion of the Employer upon application in writing by the affected Employee for a period not to exceed thirty (30) calendar days. Such leaves may be extended or renewed for reasons which in the opinion of the Employer are satisfactory. An employee shall be deemed to have voluntarily quit if during a personal leave of absence he works for another employer for compensation, or is selfemployed, without the written consent of the Employer. The Employer shall not be arbitrary or discriminatory in granting or refusing to grant such leaves. The Employer may limit the number of such leaves granted at any time.

G. Leave Administration

1. Voluntary Quit

An Employee shall be deemed to have voluntarily quit if he fails to return to work at the termination of his leave without good cause.

2. False Reasons

An Employee who gives false reasons for a leave may be disciplined up to and including discharge.

3. <u>Seniority</u>

Except as otherwise provided, seniority shall continue to accrue during all leaves of absence.

4. <u>Reinstatement Rights</u>

On the termination of a leave, the Employee shall be placed on the job which he held prior to such leave provided that a. He is still qualified;

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- b. He has the necessary seniority, and
- c. The job is still in existence.

ARTICLE V UNION RIGHTS AND RESPONSIBILITIES

A. <u>Visitation</u>

Authorized representatives of the Union shall have the right to enter the Employer's premises, upon the showing of proper identification, during working hours for the purpose of ascertaining that the terms of this Agreement are being observed by the parties or for assisting in the adjustment of grievances, provided that no such activity shall interfere in any manner with the conduct and lawful activity of the Employer nor shall any observation by representatives of the Union be in areas which would be detrimental to the management and function of the school system or its students. Except by the express agreement of the Employer, the performance of the duties of an Employee shall not be interrupted during working hours for the purpose of conducting any Union activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives from having such limited contact with the Employees as shall be necessary to ascertain that the terms of the Agreement are being observed.

B. Union Cooperation

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, slow down, strike or other interference with the day-to-day operations of the employer. The provisions of this section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.

C. <u>Union Leave</u>

The Employer shall grant leaves of absence to Union members upon the request of the Union for the purpose of conducting official Union business, including conventions, workshops, schools and other similar activities, relating to the representation of the employees covered by this Agreement, in accordance with the following guidelines, namely;

- 1. Not more than one (1) Employee shall be granted a leave at one time, and not more than two (2) such leaves shall be granted during a calendar year.
- 2. A leave shall not materially interfere with the normal operations of the Employer or with the discharge of the Employee's duties, and shall not exceed five (5) days.
- 3. Except for good cause, a request for a leave day shall be made in writing not less than five (5) working days prior to the leave.
- 4. All such leaves shall be without pay and at no cost to the Employer.

D. The Union shall have the right to use a designated bulletin board in each building for the purpose of giving notice of Union activities, such as Union meetings, appointments, elections, social activities, news items and the like.

E. <u>Meetings</u>

The Union shall have the right to use school facilities at reasonable hours for meetings provided 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.

F. <u>Union Security</u>

1. Union 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 his joining or refusing to join the Union or by reason of the institution of any grievance, complaint or proceeding under this Agreement against either party or another Employee.

2. Financial Responsibility

Membership in the Union is separate and distinct from the assumption by an Employee of his equal obligation to compensate the Union for the benefits he receives from representation. The Union is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally without regard as to whether or not any Employee is a member of the Union. The terms of this Agreement have been equally made for all of the Employees in the bargaining unit and not solely for the benefit of the members of the Union. Accordingly, it is agreed that it is fair that each employee in the bargaining unit pay equally for benefits received and that each assume his fair share of the cost of representation.

3. Agency Service Fee

Each Employee, as a condition of continued employment, shall authorize the deduction of membership dues of the Union from his wages, or if he shall not be a member of the Union, shall authorize the deduction of an agency service fee. The service fee shall be determined by the Union and shall be equivalent to each member's proportionate share of the cost of negotiating and administering the collective bargaining agreement but in no event shall it be more than the regular monthly union membership dues uniformly required of Employees of the Employer who are members. If during the term of this Agreement it shall be determined by a Court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful. This provision shall not apply to Employees who were not members of the Union prior to June 30, 1977.

4. Employee Authorization

Each Employee shall authorize in writing the deduction of Union dues, or the agency service fee, as the case may be, within ten (10) days after the completion of the probationary period.

An Employee who shall tender or authorize the deduction of membership dues (or the agency service fee) shall be deemed to meet the conditions of this Article so long as such Employee is not more than sixty (60) days in arrears of payment of such dues or fees. It shall be the responsibility of the Union to notify the Employer of any Employee who is delinquent in writing.

Employee authorizations for the deduction of Union dues or for the payment of the agency service fee shall identify the Employee, the amount of each deduction, the period for which deductions are to be made, and shall be signed by such Employee.

5. <u>Employer Responsibility</u>

The Employer shall deduct the authorized amount due from each Employee's pay and transmit the total deductions to the financial secretary of the Union within fifteen (15) days following such deduction together with a listing of each Employee for whom deductions were made. The Employer shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Union agrees to refund such monies forthwith.

6. <u>Limitations</u>

The Employer shall not be required to discharge any Employee under provision hereof until the rights of such Employee shall have been determined, nor shall the Employer have the obligation to institute any litigation for the purpose of determining such rights. The Union assumes full responsibility for the validity and legality of the provisions herein set forth. The Union, by the execution of this Agreement, expressly agrees to reimburse the Employer for all legal fees and costs incurred by the Employer arising out of the enforcement of this provision and further 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 provisions herein set forth or by reason of claims or demands made by the Union that an Employee be discharged because of the provision herein set forth.

ARTICLE VI EMPLOYER RIGHTS AND RESPONSIBILITIES

A. Management Rights

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 of the United States, and all rights and powers to manage and conduct the activities of the Employer and to utilize and direct its Employees which the Employer had prior to the certification of the Union.

B. Employer Cooperation

The Employer agrees to cooperate with the Union in the application of this Agreement and further agrees that it will not engage in any lockout or related activity. The provisions of this section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.

ARTICLE VII EMPLOYEE CONDUCT AND DISCIPLINE

A. 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 the following:

- 1. The performance of all duties with reasonable diligence and in a workmanlike manner.
- 2. The prompt notification to the Employer of any physical or mental condition of the Employee which may temporarily or permanently impair the ability of the Employee to adequately discharge his responsibilities.
- 3. The prompt notification to the Employer of any defective condition in the physical facilities of the District which may cause injury or damage, or which may be required in order to provide proper maintenance.
- 4. The prompt notification to the Employer of any misuse, abuse, or illegal use of any of the physical facilities of the District for which the Employee has responsibility.
- 5. The compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement.
- 6. 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.
- 7. The avoidance of outside employment or other competing activities which may reasonably impair the ability of an Employee to adequately discharge his duties.
- 8. The avoidance of any activity which;
 - (a) Is contrary to the best interests of the Employer 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
 - (b) Is contrary to honesty or good morals.

B. Disciplinary Action

Any Employee who shall fail to maintain proper standards of conduct or 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.

ARTICLE VIII SENIORITY

A. <u>Probationary Period</u>

A new Employee shall be in a probationary status for the first sixty (60) days of work of active employment or until he has completed at least twenty (20) days of work of a school term, whichever shall be longer. Upon the satisfactory completion of the probationary period, seniority shall be retroactive to the date of hire. There shall be no seniority for probationary Employees, and laid-off, suspended or discharged probationary Employees shall have no recourse to the terms of this Agreement.

B. <u>Seniority Lists</u>

Seniority shall be determined from the Employee's last date of hire. Separate seniority lists for Building Services, Food Service, Clerks, Aides, Secretaries and Maintenance shall be maintained. Copies of the seniority lists shall be posted and also given to the Unit President at least semi-annually and shall be revised by the Employer if changes occur.

C. Loss of Seniority

Seniority shall be lost if the Employee

- 1. Voluntarily quits;
- 2. Is discharged and the discharge is not reversed through the procedure set forth in this agreement;
- 3. Is absent for three (3) consecutive work days without notifying the employer, in which event the Employer may terminate his employment by sending written notice of such termination to the Employee, provided, however, that the Employer shall not be required to terminate such Employee's employment if the Employee shall establish reasonable cause for his failure to notify the Employer of his absence;
- 4. Does not return to work when recalled from layoff as set forth in the recall procedure, provided, however, that the Employer may extend the period for return to work for good cause; or

\$7

5. Retires.

ARTICLE IX VACANCIES AND JOB OPENINGS

A. <u>Notice</u>

Notice of all vacancies and newly created positions within the Unit shall be posted in each building for seven (7) calendar days, however, the District shall be able to fill such vacancies temporarily in cases of emergency.

Such notice shall contain the following information: type of work, location of work, starting date, rate of pay, hours of work, classification and minimum requirements. The Unit President shall be given a copy of all notices the same day the notices are posted.

B. <u>Bidding</u>

Any Employee may bid on such posted position as designated by Section IX, A by notifying the Employer in writing within the posting period. If an Employee is absent from work, which absence is authorized pursuant to Article IV, the Union shall have the right to submit a bid in writing on behalf of the Employee within the posting period.

C. <u>Selection</u>

Vacancies shall be filled with the applicant whom the employer considers to be the most qualified. In making the determination, the employer shall consider each applicant's seniority, experience, work history, and training and the qualifications required for the position.

D. Probationary Period

Each transferred or promoted Employee shall be placed in a probationary status for thirty (30) days of work. For purposes of this section, leaves under Article IV, A shall not be considered as days worked. If the Employee fails to perform satisfactorily in the new classification or position during the probationary period or provides written notice to the Employer of his desire to return to his former classification or position, he shall be returned to his former classification or position and rate of pay without loss of seniority.

E. <u>Compensation</u>

The Employee shall be entitled to receive during the probationary period the rate of pay designated for the new position provided that if the rate of pay for the new position is greater than the rate of pay for the former position, payment for the difference in pay for the first thirty (30) days of work of the probationary period shall be suspended until the Employee shall have satisfactorily completed the entire probationary period. Upon such completion, he shall be entitled to receive the suspended portion of his compensation. For purposes of this section, leaves under Article IV, A shall be considered as days worked.

F. Other Transfers

Nothing herein shall limit the right of the Employer to temporarily transfer an Employee. If a vacancy is not filled by bidding, the Employer may use a new hire. An Employee who has been temporarily transferred shall, after two (2) consecutive days, receive the rate of pay designated for such position, provided, however, that if the same Employee is subsequently temporarily transferred to the same position during a work year, then the employee shall receive the rate of pay designated for such position beginning with the first day.

G. Bidding Limitation

An Employee shall not be eligible by right to more than one (1) transfer or new assignment within any twelve (12) month period.

H. Shift Preference

Shift preference will be granted on the basis of seniority within the classification. Shift preference shall be exercised only once in any six (6) month period. Exceptions may be made by agreement between the Employer and the Union.

5.

ARTICLE X LAY-OFF AND RECALL

A. Determination

If the number of Employees shall be in excess of the current requirements of the Employer, the Employer shall have the right to reduce the number of Employees.

B. General Procedure

Employees in an affected classification shall be laid off in the following order:

- 1. Probationary Employees,
- 2. Regular part-time employees,
- 3. Employees with the least seniority;

provided that there shall be qualified Employees remaining to meet the requirements of the Employer.

C. Order of Recall

The Employer shall recall Employees in the inverse order in which they are laid off, within their respective classifications, provided that the most senior Employee so recalled is qualified to perform the duties of the position to be staffed and provided further that 12-month, regular part-time and probationary Employees on lay-off status shall be recalled before new Employees are hired.

D. Notice of Recall

The Employer shall give written notice of recall from lay-off by personal service or by sending a Certified letter to the Employee at his last known address. The notice of recall shall include the date on which the Employee is to return to work. If an Employee fails to report to work within three (3) days from the return to work date or within five (5) days from the date of receipt of the notice of recall, whichever is longer, without receiving an extension in writing by the Employer for cause shall be considered as a voluntary quit and shall thereby automatically terminate his employment relationship with the Employer. An Employee who establishes reasonable cause for his failure to report to work in a timely manner shall not be considered a voluntary quit and shall not automatically terminate his employment relationship with the Employer.

E. Change of Address

It shall be the responsibility of each Employee to notify the Employer of any change of address. The Employee's address as it appears on the Employer's record shall be conclusive when used in connection with lay-offs, recall or other notice to the Employee.

F. Special Seniority

For purposes of this Article only, the Bargaining Unit President shall head the seniority list in his classification during his term of office.

ARTICLE XI GRIEVANCE PROCEDURE

A. <u>Objectives</u>

It is the objective of the parties to resolve disputes at the earliest possible time through normal administrative procedures. Accordingly, an Employee grievance shall not be deemed to exit until such Employee has discussed the subject matter of the possible grievance with the supervisor designated by the Employer and has given such supervisor a reasonable time, not to exceed ten (10) days, within which to resolve the subject matter of the Employee's complaint.

B. Application

A party or Employee having a grievance concerning the interpretation or application of this Agreement, which has not been satisfactorily resolved within a reasonable time through normal procedures, may file a written grievance.

C. <u>Level One</u>

If the reply from the Supervisor is not satisfactory, the employee may reduce the grievance to writing and return the written grievance to the immediate supervisor, within fifteen (15) days of the event or the supervisor's oral answer, whichever is later. The grievance shall state the essential facts, the Article or Articles of the Agreement which have allegedly been violated, and the requested relief. The supervisor shall have fifteen (15) days, from the date of his receipt of the written grievance, in which to furnish a written reply.

D. Level Two

If the reply is not satisfactory, the aggrieved party may within fifteen (15) days from the date of receipt of the answer at Level One, request a grievance hearing with the Superintendent. The grievance hearing shall be held with the grievant and the grievant's representative (if the grievant so requests), within fifteen (15) days from the date of receipt of the grievance by the Superintendent. The Superintendent shall file a written reply with each party and the Unit President within fifteen (15) days after completion of the hearing.

E. <u>Level Three</u>

If the written reply from the Superintendent is not satisfactory, the grievant may, as an option, request mediation by the State of Michigan, provided that such request is made within ten (10) days from the date of receipt of the reply from the Superintendent.

F. Level Four

If the grievance is not settled by any of the above steps, either the Local or the Superintendent may submit the grievance to the Michigan Employment Relations Commission in accordance with it's Voluntary Labor Arbitration Rules, provided such submission is made within fifteen (15) days from the date of the written reply, or from the date of the close of the mediation. The Arbitrator shall have no authority to add to, subtract from, change, or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing shall be construed to limit the authority of an arbitrator in determining, according to his/her own judgement, to sustain, reverse, or modify any alleged unjust discipline that may reach this stage of the grievance procedure, except that he/she shall not be empowered to rule on or interpret any Federal, State or Local Laws or Statues.

The decision of the arbitrator shall be final and binding on both parties hereto. The expenses and fees of the arbitrator and the filing of fees of the American Arbitration Association or Michigan Employment Relations Commission shall be borne by the loser. In the event of a split decision, the arbitrator shall allocate such fees and expenses between the District and the Union. The parties shall bear individually the cost of presenting their respective cases in arbitration.

G. <u>General Procedures</u>

1. Exclusions

The grievance procedure shall not apply to:

- a. A probationary Employee
- b. Any claim in which proceedings are pending before any administrative tribunal, agency or Court, it being the intention of the parties that a grievant shall have one remedy only.
- Any provision of the Agreement which contains an express exclusion from the grievance procedure.
- 2. <u>Hearing Time and Place</u>

All grievance proceedings shall be conducted in such manner as to be least disruptive to the operation of the Employer's activities. The Employer shall, at its expense, provide a place for the conduct of hearings.

3. Other Claims

Either party may require that all grievances involving the same subject matter be joined in one grievance proceeding.

4. Withdrawals and Denials

Any claim or request for advancement to the next step which is not made within the time prescribed shall be deemed to have been withdrawn but shall not establish any precedent. Any grievance which is not answered within the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next step unless withdrawn.

5. Union Grievances

A grievance filed by the Union shall be signed by the Unit President who shall be deemed to be the authorized representative of the Union for purposes of this Article.

Day

For the purposes of this Article, the word "day" as used herein shall mean calendar day.

ARTICLE XII CONTRACT ADMINISTRATION

A. 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 provisions of this Agreement. If any provision of this Agreement is invalidated, either party may request that the parties meet for the purpose of renegotiating any such invalidated provision.

B. Policies and Other Agreements

Nothing in this Agreement shall limit the right of the Employer to adopt policies, initiate programs, and enter into agreements which are not contrary to the terms of this Agreement.

C. Scope, Waiver and Alteration of Agreement

This Agreement is intended to set forth the entire understanding between the parties and each party waives the right to enter into negotiations on any subject during the term of this Agreement, unless the Agreement makes express provision therefore. No alternation or modification of this Agreement shall be effective unless executed in writing by the parties. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.

D. Productivity and Contracting

The parties recognize the obligation of the Employer to the public to maintain and preserve at a reasonable cost the physical facilities of the District. Accordingly, nothing in this Agreement shall limit the right of the Employer to use such equipment, techniques and procedures or to contract or subcontract such work as the Employer may determine to be in the best interest of the public, provided, however, that the Employer shall not exercise such rights for the purpose of undermining the Union or discriminating against any of its members.

E. Jurisdiction

In addition to the right of the Employer set forth in other provisions of this Agreement, the Employer shall have the right to employ or otherwise engage the services of persons not covered by this agreement for the purpose of instructional training, job evaluation and experimentation, emergencies, or seasonal help during vacation period when school is not in session, provided, however, that in such latter event no employee in the specific bargaining unit classification effected shall be displaced thereby.

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F. Jobs and Classifications

The Employer may modify, or eliminate existing classifications or positions, and establish such new or revised job descriptions, specifications, classifications, and rates of pay as may be appropriate provided that the action shall not be 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 thirty (30) days after the establishment of any new or changed job for the purpose of discussing the rate and classification.

G. <u>Definitions</u>

1. <u>Day</u>

For the purpose of this Agreement, except Article II, the work "day" shall mean any calendar day except Saturday, Sunday or a scheduled holiday.

2. <u>Captions</u>

Captions are included only for the convenience of reference and shall not modify in any way the language of any Article, Section or Provision contained in this Agreement to which such captions may refer.

3. Masculine Includes Feminine

Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

4. <u>Employee</u>

For the purposes of this Agreement,

- a. "Employee" shall refer to any employee who is included within the scope of the bargaining unit as certified by the Michigan Employment Relations Commission;
- b. "Twelve-Month Employee" shall mean any Employee who is regularly scheduled to work twelve months each year;
- c. "Extended School-Year Employee" shall mean any employee who is regularly scheduled to work up to five additional weeks beyond the normal school year;
- d. "School-Year Employee" shall mean any employee who is regularly scheduled to work during the normal school year.

H. Notices

Any written notices given pursuant to this Agreement, unless personally served, shall be deemed to have been received three (3) days following its deposit in the United States mail, postage prepaid, when addressed as follows:

1.	Employer's address:	Office of the Superintendent Gobles Public Schools P.O. Box 412 Gobles, MI 49055
2.	Union's address:	Local 586, S.E.I.U. AFL-CIO 1095 3rd - Room 107 Muskegon, MI 49441
3.	Employee's address:	As set forth in the records of the Employer.

I. Non-discrimination

Each of the parties agrees that the provisions of this Agreement shall be applied uniformly and without discrimination.

J. Effective Date and Termination

This Agreement shall be effective as of July 1, 1998 and shall remain in full force and effect until June 30, 2003. The negotiation of a new Agreement shall begin upon the written request of either party made not more than sixty (60) days prior to the expiration of the Agreement.

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

LOCAL 586, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO-CLC BY ITS BY ITS

GOBLES PUBLIC SCHOOLS, COUNTIES OF VAN BUREN AND ALLEGAN, MICHIGAN

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ARTICLE XIII - BASIC COMPENSATION

1998/99

CLASSIFICATION

Maintenance	11.66
Building Service I	10.34
Night Rate	10.59
Building Service II	9.89
Night Rate	10.14
Building Service Unit Leader (Evening Shift)	10.34
Food Service	9.19
Food Service Unit Leader	9.66

	<u>60</u>	1	2	3	4
Secretaries	8.48	9.87	10.16	10.47	10.79
Paraprofessional	7.23	8.21	8.44	8.70	8.96
Clerks	7.23	8.21	8.44	8.70	8.96
Sec./Health Clerk	7.52	8.41	8.68	8.96	9.24
Supervisory Aides I	7.57	8.23	8.48	8.71	8.97
Supervisory Aid II	7.03	7.70	7.94	8.17	8.40

ISS @ \$8.48

Wages for all job classifications will be increased annually by the same percentage of increase given to teachers.

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ARTICLE XIV - BASIC COMPENSATION:

Beginning on July 1, 1998 a \$0.15 per hour premium will be paid to employees effective on their 10th anniversary date of employment with the school district. In addition to the 10 year premium, employees will be paid an additional \$0.15 premium on the employees 15th and 20th year anniversary dates with the district.

ARTICLE XV - PROBATION EMPLOYEES:

New probationary employees hired on or after July 1, 1980 shall receive ninety (90%) per cent of the schedule rate during the probationary period.

ARTICLE XVI - RETIREMENT

The Employer will pay the required contribution to the State Retirement Fund for each employee.

ARTICLE XVII - PAY PERIODS

The pay periods for employees covered by this agreement shall end on Monday night every other week.

ARTICLE XVIII - SHIFT DIFFERENTIAL

All employees working the second shift shall receive twenty-five (\$0.25) cents per hour extra.

ARTICLE XIX - PROFESSIONAL DEVELOPMENT

The Board believes in the concept of professional development/continuing education. Employees are encouraged to participate in such activities. The Board agrees to release employees from their assignment with pay if the specific professional development/continuing education activity is first approved by their immediate supervisor and the Superintendent on an approved form. Costs for these activities will be either partially or totally reimbursed based upon available funding and the total expenses of the activities.

ARTICLE XX - LICENSES

No licenses will be required starting July 1, 1990 but all current job description tasks must still be performed. The Board reserves the right to require a license in the future.

ARTICLE XXI - VACATION

A. Each twelve-month Employee shall be entitled to have a vacation with pay at a time mutually agreeable to the Employer and the Employee in accordance with the following schedule, namely:

Employment Period

After one (1) year of uninterrupted service

After two (2) years of uninterrupted service

After three (3) years of uninterrupted service

After four (4) years of uninterrupted service

After five (5) years of uninterrupted service

After six (6) years of uninterrupted service

After seven (7) years of uninterrupted service

After eight (8) & nine (9) years of uninterrupted service

After ten (10) & eleven (11) years of uninterrupted service

After twelve (12) & thirteen (13) years of uninterrupted service

After fourteen (14) years of uninterrupted service

After fifteen (15) years of uninterrupted service

Vacation Allowance

Five (5) work days

Ten (10) work days

Eleven (11) work days

Twelve (12) work days

Thirteen (13) work days

Fourteen (14) work days

Fifteen (15) work day

Sixteen (16) work days

Seventeen (17) work days

Eighteen (18) work days

Nineteen (19) work days

Twenty (20) work days

If an Employee quits or is terminated after qualifying for a vacation allowance but prior to receiving such allowance, the Employee shall receive, along with his final paycheck, such vacation allowance. If an Employee retires or dies prior to qualifying for a vacation with pay, he or, in the latter case, his beneficiaries, shall receive a pro-rata vacation allowance determined as of the date of retirement or death.

ARTICLE XXII - HOLIDAYS

A. <u>12-Month Employees</u>

12-Month Employees shall receive the following holidays, namely:

July 4th Labor Day Thanksgiving Day Friday after Thanksgiving Day before Christmas Christmas Day New Years Eve Day New Years Day Good Friday* Memorial Day

*There are two options available for this day:

Option 1.	Day off - ½ day pay
Option 2.	Work ½ day - pay for full day

B. <u>School-Year and Extended School-Year Employees:</u>

School-year and Extended School-Year Employees shall receive regular daily compensation for the following holidays:

Labor Day** Thanksgiving Day Day after Thanksgiving Christmas Day New Year's Day Memorial Day

**Pay shall be received only if Labor Day falls within the regularly scheduled school year.

C. <u>All Employees</u>

Employees birthday optional off without pay. This day is to be requested at least 5 working days in advance. Christmas and Spring Vacation periods are excluded from the time period from which these days may be taken.

D. Holiday Definition and Pay Rates

A holiday shall not be observed if it is a school day. An Employee shall receive his regular compensation for the above holidays if the holiday shall be celebrated by law on a work day and if the Employee was not absent the last scheduled work day preceding the holiday and the first scheduled work day following the holiday. If a holiday falls on Sunday and is celebrated by law on Monday, Monday shall be considered the holiday. If a holiday falls on Saturday, Friday shall be considered the holiday. If an employee works on a holiday recognized in this Section, they shall receive one and one-half (1-1/2) times their regular hourly wage for the time worked, in addition to holiday pay.

FRINGE BENEFITS

ARTICLE XXIII - MEDICAL AND HOSPITAL INSURANCE

A. The Employer shall provide for each twelve-month Employee who has completed the initial probationary period, medical and hospital insurance at the rates specified below with Michigan Employee Benefit Services (M.E.B.S.), effective July 1, 1998.

Insured	Employee Contribution
Individual	100%
Self and Spouse or Children	95%
Full Family	95%

B. The Employer shall provide for each school-year or extended school year employee who works twenty (20) or more hours per week and who has completed the initial probationary period, medical and hospital insurance with a carrier selected by the employer.

Insured	Employee Contribution
Individual	1998-2003 proration of Individual 12 month employee contribution rate

- C. An employee who does not desire medical and hospital insurance may apply the dollar amount of the "individual" plan towards the purchase of one or more of the following insurance options offered by the carrier approved by the Employer, if available to members of the SEIU from the current insurance carrier, namely;
 - 1. Short term disability insurance
 - 2. Hospital confinement indemnity insurance
 - 3. Long term disability income insurance
 - 4. Supplemental term life insurance
 - 5. Survivor income insurance
 - 6. An Annuity from a carrier approved by the Employer
 - 7. Dental insurance
 - 8. Vision insurance

- D. The aforesaid insurance benefits are subject to the following limitations and conditions:
 - 1. The insurance carrier selected by the employer shall be Michigan Employee Benefits Services, Inc. (MEBS) 3-Star Look-Alike program or equivalent.
 - 2. The contribution of the Employer shall be reduced pro rata for school-year, extended school-year and part-time employees according to the number of hours such employees work per day, per month, and per year, provided that no contributions shall be made for an employee whose hours of employment are less than those required by the insurance carrier for membership in the group or at least twenty hours per week, whichever is greater.
 - 3. The insurance contribution shall terminate at the end of the calendar month in which the obligation of the Employer to pay wages, or sick leave ends.
 - 4. Spouse and/or dependent benefits shall not be paid if such benefits are substantially equivalent or duplicate those to which such spouse and/or dependent is entitled under any other group insurance plan, it being the intention of the parties that no Employee shall have double coverage which has no reasonable benefit to the insured.
 - 5. Eligibility for insurance coverage herein provided shall be subject to the underwriting terms and conditions of the insurance carrier(s).
 - 6. Effective each subsequent school year, the amount paid by the District will increase by the same percentage that the MESSA rates increase, plus 50% of the increase, if any, above the MESSA rate increase based on the same procedures as in the previous contract.

ARTICLE XXIV - JOB DESCRIPTION FOR ALL CLASSIFICATIONS

A. Building Service [Employees shall:

- 1. Be able to perform all of the duties of a Building Service II Employee for such of those duties as may be required on a daily basis by the Employer, and in addition:
- 2. Be able to perform the following duties:
 - a. Repair and maintain the plumbing, electrical and heating and ventilating systems; the hardware, furniture and equipment, and general structure of the physical improvements of the Employer.
 - b. Paint, refinish, construct and remodel the physical improvements of the Employer.
 - c. Maintain school roadways, fencing, drains, play ground and it's equipment, and athletic fields and their equipment.
 - d. Maintain grounds, lawns, and shrubbery as directed.
- 3. Other appropriate duties as assigned by the Director of Operations.

B. Building Service II

A Building Service II Employee shall be able to perform the following:

- 1. Daily and periodic thorough cleaning tasks, as directed.
- 2. Assist in transporting, loading, and unloading materials and supplies, and also providing general assistance in the hot lunch program.
- 3. Prepare facilities for use at school and community events on the premises then return the areas to proper condition for regular use.
- 4. Assist in maintaining school grounds, lawns, shrubs, trees, driveways, walkways, playgrounds and athletic facilities in a clean and neat condition as required.
- 5. Carry out assigned tasks of painting and refinishing.
- 6. Any other appropriate duties as assigned by the Director of Operations.

C. Building Service Unit Leader (Evening Shift)

The Building Service Unit Leader shall be responsible for the following:

- 1. All duties listed under Building Service I classification.
- 2. Assignment of shift job duties.
- 3. Securing all facilities at the end of the shift.
- 4. Assistance in inventory and ordering of supplies.
- 5. Contacting administration or making appropriate emergency decisions.
- 6. Making other decisions necessary for the efficient operation of Building Service during the evening shift.
- 7. Any other appropriate duties as assigned by the Director of Operations.

NOTE: It is understood that this position is not exempt as defined by M.E.R.C.

D. Maintenance Employees shall:

1. Be responsible for all Building Service I and II duties and any other appropriate duties as assigned by the Director of Operations.

E. Food Service Employees

A Food Service Employee shall be able to perform the following:

- 1. Assist in planning menus.
- 2. Prepare food for hot lunch program.
- 3. Set up the serving line and serving food.
- 4. General clean up of kitchen area, including pulling and cleaning up the serving line and assisting in cleaning pots and pans.
- 5. Assist in taking inventories.
- 6. Prepare kitchen equipment for use.
- 7. Handle returned dishes and trays, including disposing of garbage.
- 8. Operate mechanical dishwasher, and supervise student operation of same as required.

- 9. Clean pots and pans.
- 10. General clean up of kitchen area.
- 11. Any other appropriate duties as assigned by the Director of Operations.
- F. Food Service Unit Leader

- 1. The Food Service Unit Leader shall be responsible for all duties listed under Food Service Employee.
- 2. Assignment of duties.
- 3. Contacting Administration or making appropriate emergency decisions.
- 4. Work with Food Service Advisory Committees.
- 5. Finalize the Monthly Menu.
- 6. Responsible for the inventory and ordering of food and supplies.
- 7. Responsible for completing required reports.
- 8. Complete daily accounting procedures.
- 9. Other appropriate duties as assigned by the Director of Operations.

NOTE: It is understood that this position is not exempt as defined by M.E.R.C.

G. <u>Library Clerk</u>

A Library Clerk shall be able to:

- 1. Provide clerical services for the Librarian.
- 2. Provide information to individuals and groups in library skills; read stories to students, where appropriate.
- 3. Enter statistics and other material as necessary on the computer.
- 4. Maintain showcases.
- 5. Assist in the circulation of A.V. equipment and repair or arrange for repair as necessary.

- 6. Complete any other appropriate duties as assigned by the librarian.
- 7. Any other appropriate duties as assigned by the building Administrator.

H. Secretary

The duties and responsibilities of secretarial personnel shall be as described below:

- 1. Receptionist.
- 2. Provide clerical services for teachers, counseling staff, and administrators.
- 3. Distribute school mail.
- 4. Call substitute teachers and bus drivers.
- 5. Order and maintain all necessary teaching and office supplies.
- 6. The secretarial staff will be responsible for establishing and maintaining lines of communication with various outside agencies, other schools, and parents as directed by the building administrator.
- 7. Complete all word processing services necessary for the smooth operation of the office.
- 8. Develop the ability to effectively operate office equipment such as the telephone, main switchboard, school radio, copy machines, etc.
- 9. Assist, when necessary, with the sale and distribution of athletic tickets and passes, and any other similar activity as assigned by the building administrator.
- 10. Collect and maintain all necessary office files and records.
- 11. Complete any other appropriate duties as assigned by the building administrator.

I. <u>SECRETARY/HEALTH CLERK</u>

- 1. Administers to hurt or sick students, contacts parents.
- 2. In medical emergencies (K-12) determines type of injury and notifies authorities; files accident report.
- 3. Alerts principals to unsafe health conditions.
- 4. Maintains records for medical alerts, makes inquiries and informs staff.

- 5. Administers regular and intermittent medication according to established procedures.
- 6. Prepares and follows up on insurance claims.
- 7. Orders and maintains health supplies.
- 8. Maintains student health records; files reports; notifies principal of non-compliance; contacts parents.
- 9. Conducts head checks for lice; provides information for parents (K-12).
- 10. Maintains central attendance records; contacts parents when child is absent; alerts principals to attendance problems.
- Collects and files teacher lesson plans; keeps records; alerts principal to lesson plan problems.
- 12. Sells and accounts for lunch and milk tickets and sales.
- 13. Provides general assistance in office as needed.
- 14. Assists with indoor recess supervision.
- 15. Any other appropriate duties as assigned by the building Administrator.

J. <u>Supervisory Aides I</u>

- 1. Supervises students in the lunchroom.
- 2. Maintains rules and procedures in the lunchroom.
- 3. Cleans tables, any spilled trays, wastepaper baskets, chairs, floor and appropriate areas in the lunchroom.
- 4. Sets up chairs and tables in the lunchroom.
- 5. Informs teachers and/or principal of rule infractions (use discipline reports).
- 6. Alerts principal to unsafe conditions or problems in lunchroom.
- 7. Any other appropriate duties as assigned by the building administrator.

K. Supervisory Aides II

- 1. Supervises students during recess and in the lunchroom.
- 2. Maintains rules and procedures during recess and in the lunchroom.
- 3. Informs teachers and/or principal of rule infractions (uses discipline reports).
- 4. Alerts principal to unsafe conditions and problems on playground.
- 5. Helps to clean tables in the lunchroom.
- 6. Any other appropriate duties as assigned by the building Administrator.

L. Paraprofessionals.

- 1. Provides instructional support for students.
 - a. Complements, supplements, and reinforces instruction for individual students in reading and/or math according to plans provided by the teacher.
 - b. Complements, supplements, and reinforces instruction for small groups in reading and/or math according to plans provided by the teacher.
 - c. Assists the teacher in evaluation of student work and assists the teacher in keeping records of student progress.
 - d. Prepares and maintains instructional materials.
 - e. Assists in the supervision of students.
- 2. Provides clerical assistance to teaching and office staff as assigned.
 - a. Prepares and distributes instructional materials.
 - b. Assists with general clerical tasks as needed (depends upon workload of office staff).
- 3. Any other appropriate duties as assigned by the building administrator.

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ARTICLE XXV - GENERAL DUTIES

It shall be the responsibility of each Employee to:

- A. Maintain building security and assist other Employees in guarding against theft, vandalism, fire, explosion and storm damage. An Employee shall report any matter of potential danger, misconduct or equipment malfunction, and shall render assistance until help arrives in order to protect lives and property.
- B. Provide a good example for young people using sound judgement and displaying proper attitudes in performing his work, dealing with others, and in personal appearance and conduct.
- C. Perform his duties with care and thoroughness using good sense and in the knowledge that his contributions are an indispensable part of the teamwork required in promoting good education.

ARTICLE XXVI - INTERPRETATION

Both parties recognize that the Employee categories as herein defined may not accurately or completely define all of the duties of a position. Accordingly, each party agrees that they shall be interpreted in light of the past practices of the Employer and in a manner which will promote efficiency and quality standards.

ARTICLE XXVII - NON-CLASSIFIED EMPLOYEES

Students and seasonal Employees employed by the Employer shall be non-classified, shall not be members of the bargaining unit, and shall perform such duties and receive such compensation as established from time to time by the Employer. Building Service and Food Service Employees presently employed by the Employer shall not be displaced by student employees.

ARTICLE XXVIII, SUBSTITUTE CALLING

The high school and elementary secretaries will be paid for seven (7) hours each pay period for calling substitute teachers as needed.

ARTICLE XXIX, MINIMUM HOURS OF WORK

No employee will be scheduled to work for a period of time that will require him or her to work for less than two hours. If they are unable to perform their normal duties for the two hour period, the employee may be assigned other duties appropriate to their job description to keep them working for the minimum two hour period.

Call-in: Employees called in to work outside of their normal work schedule will receive either two hours pay at their regular hourly rate, or pay for the actual time worked, including any overtime pay, whichever is greater.

ARTICLE XXX, TIME CLOCK

If the school district elects to use time clocks, all members of the S.E.I.U. will be required to use time clocks.

