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6/30/90

AGREEMENT

Between

SCHOOL DISTRICT OF EAST CHINA  
TOWNSHIP PUBLIC SCHOOLS

and

LOCAL 516M

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

covering the period from

July 1, 1987

to

June 30, 1990

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

*East China Township Public Schools*

LABOR AND INDUSTRIAL  
UNION OF AMERICA  
INTERNATIONAL

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AGREEMENT

THIS AGREEMENT, made and entered into by and between the BOARD OF EDUCATION FOR THE EAST CHINA PUBLIC SCHOOLS, hereinafter referred to as the "Employer," and LOCAL 516M, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH:

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

PURPOSE AND INTENT  
OF THE PARTIES

The purpose of the Employer and the Union in entering into this labor agreement is to set forth their agreement on rates of pay, hours of work, and other conditions of employment so as to promote harmonious and peaceful relationships between the Employer and the Union which will serve the best interests of all concerned.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

Management Rights

Subject to the terms of this Agreement, and except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the East China Township Public Schools and to direct its employees. The Union recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan and as are inherent in the rights and responsibilities to manage the Public School System, including, but not limited to, the right:

- (a) To the exclusive management and administrative control of the school system and its properties and facilities;
- (b) To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees; no employee after completion of probationary period shall be terminated without cause;
- (c) To determine the hours of work and the duties, responsibilities, and assignments of employees, and the terms and conditions of employment;
- (d) To promulgate reasonable work rules. Except in cases of emergency, the employer shall notify the union of the anticipated changes and allow the union five (5) days to provide input before changes are made.

The exercise of the foregoing powers, rights, authority, duties 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 hereof are in conformance with the Laws and Constitution of the State of Michigan, and the Laws and Constitution of the United States.

## ARTICLE II

### Employee Defined

For the purpose of this Agreement, the term employee shall include all regular full time custodial and maintenance employees, including Custodians I and II, Building Heads I and II, night crew leader, bus mechanic, maintenance crew, and multi-trades technician, but shall exclude substitutes, student trainees, bus drivers, cafeteria employees, clerical employees, supervisors and all other employees. "Regular full time custodial and maintenance employees" are defined as those employees who regularly work at least thirty-two (32) hours per week.

## ARTICLE III

### Recognition, Payroll Deduction and Union Security

3.1 The Employer recognizes the Union as the exclusive representative of all employees as defined in Article II hereof.

3.2 Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, shall, as a condition of continued employment, continue membership in the Union for the duration of this Agreement or shall pay to the Union an amount of money equal to the Union's regular and usual monthly dues but excluding initiation fees and other assessments.

All future regular full-time and part-time employees, as a condition of continued employment, shall either become members of the Union or shall pay to the Union an amount of money equal to the Union's regular and usual monthly dues but excluding initiation fees and other assessments.

During the period of time covered by this Agreement, the Employer agrees to deduct monthly from the pay of the Employee all regular and usual dues, excluding initiation fees and other assessments of the Union, levied in accordance with its Constitution and by-laws, or representation fee equivalent to dues; provided, however, that the Union presents to the Employer an authorization signed by the employee allowing such deductions and payments to the Union. Changes either as to additions in Union membership or changes in dues will be certified to the Employer in writing by the Union at least one (1) month in advance of the effective date of the change.

The amount of dues will be certified in writing to the Employer by the Secretary-Treasurer of the Union. Normally, the deductions will be made the

first pay of the month and the amount of the dues, or representation fee equivalent to dues, forwarded to the Union no later than the 20th of the month.

For new employees, the payment of dues, or representation fee equivalent to dues, shall start no later than thirty-one (31) days following completion of the probationary period.

The Union will indemnify, defend and hold the Employer harmless against any claim made, and against any suit instituted against the Employer on account of any check-off of Union dues, or representation fee equivalent to dues, or discharge of any employee for failure to authorize the deduction of such dues, or representation fee equivalent to dues, or failure to pay dues, or representation fee equivalent to dues.

In the event the Employer creates new positions which properly come within the scope of the bargaining unit, the Employer will establish the initial pay rate for the position or positions. The Union has the right to bargain for the rates and when final agreement is reached, the rate agreed upon will be retroactive to the date the position was established. Failure to reach an agreement on the rate of pay may result in a grievance.

#### ARTICLE IV

##### Representation

4.1 All employees who are covered by this Agreement shall be represented by one (1) Steward and one (1) alternate, for the purposes of grievance procedure and negotiating by stewards and a bargaining committee to be chosen by the Union.

4.2 The Bargaining Committee shall be composed of four (4) employees, chosen by the Union from this division. The Division Union Chairman, and such other Union officers and representatives are indicated in Paragraphs 5.2 and 5.3.

#### ARTICLE V

##### Job Status and Function of Union Officers

5.1 If mutually agreed upon, Committeemen, Steward, and/or Alternates shall be paid by the Employer for time spent in the processing of grievances arising out of this Agreement during their regularly scheduled working hours, at their regularly scheduled rate of pay.

5.2 Committeemen, Stewards and/or Alternates shall be governed by established rules, regarding the handling of employee grievances and negotiations as are indicated in the grievance procedure. However, members of the committee and the Division Union Chairman, may be absent themselves from their assigned work to handle Union business when arrangements are made as far in advance as possible by the Division Chairman or other authorized representative. This lost time is to be paid for by the Local Union.

5.3 The names of committeemen, stewards, and alternate stewards shall be given in writing to the Employer, and no committeeman, steward or alternate shall function as such, until the Employer has been advised of his selection in writing by officers of the Local Union, Chairman of the Division, or an International or Council representative. Any change in committeemen, stewards or alternates shall be reported to the Employer in writing as soon as practicable.

5.4 Executive Officers of the International Union or their representatives duly authorized to represent the Union, and/or the President of the Local Union, if not employed by the Employer, will be permitted to participate in meeting relative to hours, wages and working conditions at any time. If the President of the Local Union works for the Employer, he may attend any meetings with the Employer relative to hours, wages and working conditions and will be paid his regular rate for time spent in such meetings, for the hours he would have otherwise worked.

5.5 Any committeeman, steward or alternate having an individual grievance in connection with his own work may ask for a member of the committee to assist him in adjusting the grievance.

## ARTICLE VI

### Grievance Procedure

6.1 Notwithstanding anything in this ARTICLE to the contrary, it is understood and agreed that nothing contained herein shall abridge the right of the individual employee to process his own grievance, consistent with the terms of this collective bargaining agreement, and subject to prior notice of the grievance to the collective bargaining representative.

6.2 A grievance shall be defined as an alleged violation, misinterpretation or misapplication of any provision of this Agreement. Any grievance not initiated as set forth herein within seven (7) working days of the occurrence thereof shall be considered as having been waived and being null and void.

6.3 STEP ONE: A grievance shall be initiated by the employee communicating the alleged grievance to his/her supervisor. For the period of this Agreement, the term "Supervisor" shall be defined, at levels one and two of the grievance procedure as:

The building principal of the school to which each custodian, building head and night crew leader is assigned.

The Supervisor of Operations for all maintenance and multi-trade technician employees.

The Supervisor of Transportation for all bus mechanics.

Should an employee governed by this Agreement be assigned to a building that does not have a principal, as is the case in assignments to the Central

Administrative Offices, he/she shall initially submit a grievance to the Supervisor of Operations.

Future employees, if any, assigned District-wide responsibilities, such as in the current case with maintenance workers, shall initially submit their grievances to the Supervisor of Operations.

Any employee may request his/her steward or committeeman to assist him/her in handling his/her grievance. The Supervisor will, if so requested, arrange a meeting promptly and at a mutually convenient time without further discussion of the grievance.

STEP TWO: A grievance which is not settled within two (2) working days of the initiation thereof shall be reduced to writing on appropriate forms and signed by the aggrieved or the Steward. The grievance shall be specific and contain a synopsis of the facts giving rise to the alleged violation, date of the alleged violation, and relief requested. The Steward shall meet with the appropriate Director not later than three (3) working days following the signing of the grievance. The Steward and the Director shall attempt to settle the grievance. The Director shall write his disposition on all copies of the grievance form and shall return a signed copy thereof to the Steward within five (5) working days.

STEP THREE: If the grievance is not adjusted by the above steps, the Steward may, within three (3) working days, forward the grievance to the Superintendent or his designee, who shall meet with the Union and write his disposition of the grievance within seven (7) working days of receipt of the grievance. Both the Union and the Employer shall have the right to request the presence of any and all parties who have been involved in the grievance at the meeting at this step.

STEP FOUR: Within fifteen (15) working days after the Superintendent or his designee renders a decision, if the grievance is not adjusted by the above steps, the grievance, by mutual agreement of both parties, may be referred to the Michigan Employment Relations Commission for mediation.

STEP FIVE: If the grievance is not adjusted by any of the above steps, the Bargaining Committee, within seven (7) working days of receipt of the Step Three answer, or within seven (7) working days of conclusion of mediation as outlined in Step Four, may forward the grievance to the Board of Education. The grievance shall be taken up at the next scheduled meeting of the Board or at a closed session at the Board meeting where the grievance is initially presented to the Board as permitted by the Open Meetings Act. The Board shall render its decision at its next scheduled meeting, or within thirty (30) days, whichever occurs first.

STEP SIX: If the Union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted within thirty (30) calendar days to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.



The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. He shall deal only with the grievance or grievances which occasioned his appointment. The decision of the arbitrator shall be final and binding.

The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear his own expense in connection therewith. The Board shall not be responsible for wages lost by Union members attending arbitration proceedings.

6.4 If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer.

6.5 Failure to appeal a decision to the next step within the time limits set forth above shall constitute acceptance of the last decision thereon and shall bar future action on the grievance.

6.6 Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal to the next step of the procedure within the time which would have been allotted had the decision been timely given.

## ARTICLE VII

### Seniority

7.1 New employees will be considered as probationary employees until they have been employed in a regular bid position for ninety (90) calendar days, at least forty-five (45) of which must be during the time school is in session from September to June; however, insurance benefits provided for in ARTICLE XVI shall accrue after sixty (60) calendar days closest to the first of the following month. After completing his/her probationary period, the employee's seniority date shall be the date he/she was last hired. If a probationary employee is off more than five (5) work days during his/her probationary period, any days off over these five (5) days will be added to the probationary period. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment as set forth in Section 3.1 of ARTICLE III of this Agreement. The Employer shall have the right to discharge and discipline probationary employees and the action is not subject to appeal or grievance. Probationary employees and regular part-time employees shall not be entitled to any benefits, including, but not limited to, holiday pay, insurance and accruing or taking sick leave or other types of leave, except as set forth above.

7.2 After the employee has acquired seniority, his/her name shall be placed on the seniority list. An up-to-date master seniority list shall be made available to all employees for their inspection each October.

7.3 Inasmuch as it is the intent and purpose of this paragraph to preserve the principle that, provided the employee has the ability to perform the work, job security should increase in proportion to length of continuous service

without interruption to the efficient operations of the Employer. Layoffs and recalls will be based upon seniority, provided the senior employee has the ability to do the work required. The senior employee may enter any lower classification, the duties of which he/she is capable of performing. Employees will be returned to their own classification before the recall of any other laid off employee with less seniority in the classification from which the senior employee was laid off or recalled. Employees who exercise their seniority under this section will be paid at the rate of the job that they are assigned to.

7.4 Seniority or continuous service shall be broken by:

- a) Voluntarily quitting the service of the Employer.
- b) Failure of an employee to report his/her absence from a regularly scheduled work day for a period of five (5) consecutive days, or failure of employee on layoff to report or acknowledge such notice to report within five (5) days of written notice, shall be reported by the Employer to the Union in writing, and a copy of such report shall be mailed by certified mail to the employee involved at his/her last known address as shown on Employer records. If, within seven (7) days thereafter, good and sufficient reason is not shown for failure to report, such employee shall be deemed to have voluntarily quit the service.
- c) An employee who fails to accept any work offered in accordance with the provisions of this section in lieu of layoff or any employee on layoff who fails to accept any work offered shall also be deemed to have voluntarily quit the service.
- d) Discharge unless reversed by the grievance procedure.
- e) Layoff which extends beyond two (2) years.

7.5 The Supervisors of Operations and Transportation shall not be permitted to perform work within the bargaining unit, except in the case of an emergency arising out of an unforeseen circumstance which calls for immediate action, and the instruction or training of employees, including demonstrating the proper methods to accomplish the task assigned.

## ARTICLE VIII

### Transfers and Promotions

8.1 All job openings within the bargaining unit shall be posted for bid on bulletin boards at least five (5) working days in advance of the filling of this position. A copy of all job openings shall be sent to the home address of the Steward so as to provide an opportunity for absent employees to bid on such openings. The Employer shall award the job opening, in accordance with this ARTICLE, within thirty-five (35) working days after the job becomes vacant or after the expiration date of the bid posting, whichever is later. During said thirty-five (35) day period, the Employer may fill the position with a substitute/temporary custodian. The name of the employee awarded the job opening will be forwarded to the Union Steward. Current bargaining unit members

shall have first bid on openings occurring in the bargaining unit. Current custodial/maintenance personnel shall have first bid on custodial/maintenance openings, and current bus mechanics shall have first bid on bus mechanic openings.

8.2 If a vacancy is of an emergency nature, supervision may designate a temporary substitute for a period not to exceed thirty (30) working days. If the temporary substitute works in the position for over thirty (30) working days, he/she starts his/her probationary period. Temporary help may be hired for routine maintenance, cutting of grass and painting during the months of May, June, July and August.

8.3 In the event of a job opening, the senior qualified employee who desires to fill the job and who bids on same shall be given first consideration for transfer or promotion. If there is more than one qualified applicant, seniority will prevail. When job elimination exists, this person by seniority, has the right to bump laterally or lower whenever this person chooses, if qualified by certification, test results, etc.

8.4 An in-service training program will be established by the Employer in order to familiarize the successful bidder with his/her new job routine. An employee who is a successful bidder on a job shall be on probation for the first ninety (90) working days. During said ninety (90) day period, the Employer shall evaluate the employee's performance in the newly assumed position. At the conclusion of said ninety (90) days, the Employer may return the employee to his former classification if the employee's performance has not been satisfactory to the Employer. During the first thirty (30) working days in the new position, the employee shall have the right to return to the position held immediately before the promotion. If an employee is transferred back to his/her former classification, management will appoint the next highest senior qualified employee who bid on the new job without being required to re-post such opening. New Building Heads and Night Crew Leaders will be given at least five (5) days training from their predecessor whenever possible.

8.5 Temporary assignments exceeding five (5) working days for the purpose of filling vacancies of employees who are absent because of illness, etc., will be granted to the senior building employees who meet the requirements of such job. Such employees will receive the rate of pay of the vacancy for all hours worked while filling such vacancy after the fifth (5th) working day. If the vacancy becomes permanent, the vacancy shall become open for bid and come under the same rules as for promotions.

8.6 Wherever practical, employees possessing the highest seniority shall be assigned preferred work within their classification. The employee who is the successful bidder may exercise their prerogative to refuse the transfer or promotion without bias or loss of seniority.

8.7 New employees shall be hired at the lowest classification and shall be advanced to higher classifications as outlined in Paragraph 8.3 so long as the employee is capable of doing the work. No new employee shall be hired to fill a vacancy except at the lowest classification, so long as senior employees who have applied and are capable of filling the position under the conditions outlined above. New employees shall be hired at the lowest pay level in the classification.

8.8 The Employer retains the right to test or otherwise check the qualifications and ability of employees exercising their right to bid on openings in the bus garage. When job elimination exists, this person by seniority, has the right to bump laterally or lower wherever this person chooses, if qualified by certification, test results, etc.

8.9 Each year, on or about July 1, the Supervisor of Transportation will post a shift bid schedule for bus mechanics. The shift preference will be granted in order of highest seniority. If for some reason a bus mechanic does not maintain his/her qualifications as a bus driver, another bus mechanic may be assigned to the shift according to the needs of the Employer. If a bus mechanic does not prefer the shift that may be assigned by the Supervisor, the least senior bus mechanic will be assigned to that shift. If there is a change of over one (1) hour in the shift schedule, the Supervisor will post the schedule for re-bidding.

8.10 Effective July 1, 1984, all current non-probationary custodial, bus mechanics and maintenance personnel are considered to be qualified for the position they are currently serving in or the highest position in which previously served and will not be tested for a lateral or lower transfer, e.g., from a Building Head II position to another Building Head II position. In addition, the following current custodial personnel are considered qualified for the positions listed under their classification:

BUILDING HEAD I

Building Head II  
Night Crew Leader  
Custodian I  
Custodian II

BUILDING HEAD II

Night Crew Leader  
Custodian I  
Custodian II

BUS MECHANIC

Custodian I  
Custodian II

NIGHT CREW LEADER

Custodian I  
Custodian II

MAINTENANCE CREW & MULTI-TRADES TECHNICIAN

Building Head II  
Night Crew Leader  
Custodian I  
Custodian II

If someone applies with more seniority and has not served in that capacity or satisfactorily passed the test (if required), he/she will have to satisfactorily pass the test in order to be granted the position based on seniority.

A passing grade on a test will be considered valid for one (1) year from the testing date. A minimum grade of seventy-five percent (75%) on the overall test will be required with at least a fifty-one percent (51%) passing grade on each section of the test. The Union will be given an opportunity to submit recommendations before the testing program is implemented.

## ARTICLE IX

### Hours of Work

9.1           Unscheduled work on weekdays and Saturdays will be paid for at one and one-half (1-1/2) times the hourly rate, and at two (2) times the hourly rate on Sundays and legal holidays.

9.2           The Employer shall have the management right to establish starting and quitting times and work schedules. The parties recognize that at the inception of this Agreement, except for employees hired for part-time work, the hours of Building Head I and Building Head II will be from 7:00 a.m. to 3:30 p.m.; Night Crew Leader, 3:30 to 12:00 midnight; Custodians I and II will be assigned regular work hours, however, such assignments will not be set forth in this Agreement, because they may vary from building to building. Prior to changing the work schedules, the employer shall notify the Union of the anticipated changes and allow the Union five (5) days to provide input before changes are made. This notice requirement shall not apply in the event of an emergency as determined by the Employer.

9.3           Building checks will be paid at double time. The Supervisor of Operations will schedule building checks so that they occur twice each day while normal school calendar is in effect. One hour will be allowed for each day for the required building checks. If during a building check something is found which requires more time, such time will be paid for as described.

9.4           Any employee reporting for work during his/her regularly scheduled working hours, who is sent home through no fault of his/her own, shall be paid for four (4) hours of work. Any employee called out to work outside his/her regular scheduled working hours shall be paid for a minimum of two (2) hours of work. Such time shall commence at the time of call.

9.5           Overtime will be equalized by building to the fullest extent possible. However, employees working less than eight (8) hours daily shall be assigned work first, then regular employees will be given the next opportunity to do so.

9.6           In the event of an absence, the decision whether to fill the position is at the discretion of the Employer. If the Employer decides to staff an absence, the following procedure shall be followed:

- a)   On the first and second days of an absence, the building principal may authorize a maximum total of four (4) hours of overtime each day for regular staff in order to provide minimum coverage for the absent employee.
- b)   On the third, fourth, and fifth days of an absence, the building may be provided a temporary call-in substitute custodian for four (4) hours each day.
- c)   Thereafter, a temporary call-in substitute custodian may be provided for a period of up to eight (8) hours each day.

- d) The above guidelines notwithstanding, in the case of a planned absence, e.g., a vacation of five (5) or more continuous days, a temporary call-in substitute custodian may be provided to the building for a total of up to eight (8) hours each day beginning with the first day of a planned absence. No overtime is authorized for this situation.
- e) The above guidelines are based upon continuous days of absence by the same employee.
- f) Building principals may authorize additional overtime for existing staff as conditions, such as a special event, require.
- g) Temporary call-in substitute custodians will not be used for weekend work except in an emergency when regular staff are not available.
- h) Temporary call-in substitute custodians will be provided subject to availability.
- i) Temporary help may be hired for routine maintenance, cutting of grass, and painting during the months of May, June, July and August.

Temporary call-in substitute custodians will not be used to staff a regular custodial position vacancy except in an emergency or as provided for in Article 8.1.

9.7 "Act of God Days" - In the event the Superintendent of Schools deems it necessary to close schools due to an "Act of God", all classifications covered under this Master Agreement will receive their regular pay plus one-half (1/2) pay for regular hours worked. Any employees not reporting for work will not be paid. If the schools are closed because of an ice or snow storm causing bad road conditions, this section shall apply to each day of the school closing.

If the other employees are sent home because of early student dismissal relating to bad road conditions, the employees represented by Local 516M will be paid their regular time plus one-half (1/2) time for the hours worked to the end of their scheduled shift starting with the time the other employees are sent home early in that building.

The "night" crew will be paid their regular time plus one-half (1/2) time for the hours granted to the "day" employees in that building if they work their shift. The maintenance employees and employees assigned to more than one building will be considered with a building where the other employees are sent home last.

An "Act of God" is defined as an unforeseeable or inevitable occurrence caused by nature and not by man. A flood, earthquake, or tornado would be in this category. Actions caused by man or of a mechanical nature are not in this category. Acts not considered to be an "Act of God" are things such as a broken water main, loss of electricity not due to an "Act of God", or down boiler.

An "Act of God" only applies while school is in regular session during the normal school year of 180 days and/or teacher year of 185 days.

9.8 If a custodian is not notified by Thursday night of custodial work for the following weekend, he/she shall receive two (2) hours of call in time plus the time actually worked. This does not apply in case of an emergency.

9.9 If a small (under 20 people at one time) school group uses the building when custodians are not ordinarily present, a teacher or principal of that building must be assigned the responsibility of turning the lights out, locking the doors, etc. Also, a school sponsored group will not be allowed to bring in spectators or parents with children without having a custodian on duty. If outside groups use the building, it is mandatory that a custodian be present. The custodian may be required to consolidate the building check with the activity.

## ARTICLE X

### Compensation

The wages of employees covered by the Agreement are as set forth in Schedule "A" which is attached to and incorporated in this Agreement.

The wage schedule for 1987-88 will be determined by adding 4% to the 1986-87 wage schedule;

The wage schedule for 1988-89 will be determined by adding 5% to the 1987-88 wage schedule; and

The wage schedule for 1989-90 will be determined by adding 5% to the 1988-89 wage schedule.

Adjustments will be made in the following categories: Building Head I-A, Building Head I-B, Building Head II, and Night Crew Leader, as set forth in Schedule A.

## ARTICLE XI

### Vacations

11.1 Vacation leave will be computed from the employee's hiring date and vacation leave with pay will not be granted to any employee who has not completed at least one (1) year of continuous employment. Vacation leave with pay will not be granted before vacation time has been earned. If an employee is laid off through no fault of his/her own, his/her previous continuous employment will count for vacation purposes when he/she returns to work. For example, if a new employee works ten (10) months and is laid off for five (5) months, he/she will have to work an additional two (2) months in order to qualify for one (1) week of vacation.

For employees hired on or after July 1, 1981, the vacation year shall be July 1 through June 30. The vacation service years are to be earned by vacation year. Employees hired prior to January 1 will be given credit for a full year of employment for vacation purposes. Vacation time will not be

accumulative and will not be compensable if not taken, unless prior approval is given by the Director of Personnel. Employees hired after January 1, but prior to July 1, will receive a pro-rated vacation for that period of time (5 days x months worked ÷ 12) but will not receive any vacation credit for this period of time thereafter. (For the following period of July 1 - June 30, these employees would qualify for five (5) days of vacation only.) The period of continuous employment for vacation purposes commences July 1 following the hire date for employees hired after January 1 but prior to July 1. An employee continues to accumulate vacation time while on paid leave. No vacation time accumulates while an employee is on an unpaid leave.

11.2 Employees will be credited with vacations as follows: one (1) week after one (1) year of continuous employment; two (2) weeks after two (2) years of continuous employment; three (3) weeks after six (6) years of continuous employment; four (4) weeks after twelve (12) years of continuous employment; five (5) weeks after twenty (20) years of continuous employment.

Employees hired after December 1, 1984, will be credited with vacation time as follows:

One (1) week after one (1) year of continuous employment;

Two (2) weeks after two (2) years of continuous employment;

Three (3) weeks after eight (8) years of continuous employment;

Four (4) weeks after sixteen (16) year of continuous employment; and

Five (5) weeks after twenty-five (25) years of continuous employment.

11.3 Paid holidays falling within a paid vacation will not be charged against the earned vacation time. Employees shall be permitted to choose either a split or entire vacation, subject to the exigencies of employment needs. Whenever possible, the employee shall have the right to choose the time of his/her vacation. Senior employees shall have first choice.

11.4 Any employee who terminates his/her employment with the Employer shall be entitled to take his/her pro-rated accumulated vacation pay at the rate of pay received by said employee at the time of his/her leaving. Vacations must be taken on a yearly basis and are not accumulative unless prior approval is received in writing from the Superintendent of Schools.

11.5 Vacations may be taken any time of the year with five (5) working days prior approval from the Supervisor or Principal. Vacation time by a mechanic may be taken any time of the year with ten (10) working days prior approval from the Supervisor of Transportation.

11.6 If an employee is laid off for a period of two (2) years or less or is on an approved unpaid leave of absence of twenty-four (24) months or less, this time will not be considered a break in continuous service, provided however, that this layoff or absence time will not be considered continuous employment for figuring vacation allowance. For example, an employee who has five (5) years of continuous employment for vacation purposes and is laid off for one (1) year would only have five (5) years of continuous employment for vacation



purposes upon return from layoff. If a person returns in less than one (1) year from layoff or leave, he/she would receive a pro-rated vacation for that year figured on the nearest month of majority calendar days in that month. For example, an employee with a hire date of July 1 who returns on January 12 would qualify for 6/12ths of ten (10) days or five (5) days of vacation on June 30, if he/she had completed five (5) years of continuous employment beforehand. If this employee returned on January 20, the person would qualify for 5/12ths or four (4) days of vacation on June 30. Seniority continues to accumulate while on a layoff of up to two (2) years.

## ARTICLE XII

### Holidays

The following regular holidays shall be observed and all employees shall be paid their usual and regular rate of pay: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Day, and the last working day before Christmas and New Year's Day. Easter Monday will be a paid holiday for all employees covered by this agreement, if school is not in session. If a holiday falls on Sunday, the employees will observe the same on Monday; if a holiday falls on a Saturday, the employees will observe the same on Friday. When Independence Day falls on a Tuesday, Monday will also be a paid holiday; and when Independence Day falls on a Thursday, the Friday will also be a paid holiday.

## ARTICLE XIII

### Leaves of Absence

13.1 Upon application by the employee to the Employer, unpaid leaves of absence may be granted in the case of justifiable reasons. An unpaid leave of absence shall be granted for justifiable reasons such as inability to work because of physical, mental or emotional reasons, or for care of family members if such inability is supported by medical documentation. For purposes of this section, a family member shall be defined as spouse, children, parents, or a person for whom the employee is a legally appointed guardian. The need to provide care for such family members shall be supported by medical documentation if requested by the employer. Leaves of personal absence shall not exceed twenty-four (24) months. Seniority of the employee will not accumulate during leaves of absence under this paragraph which exceed six (6) months. Leaves of personal absence not in excess of the maximum time provided for in this paragraph may be extended upon written application of the employee and upon the approval of the Employer in advance of the expiration date. Disposition of all requests for leaves of absence and extensions thereof shall be in writing. All leaves are without pay or benefits.

13.2 Any employee who accepts other employment while on leave from the Employer will be considered to have terminated his/her employment. Any employee who does not report back to work by the expiration date as set forth on his/her leave of absence notice, or does not receive an approved extension shall be

deemed to have voluntarily quit the service of the Employer pursuant to Paragraph 7.4 of this Agreement.

13.3 In addition to the sick days allowed for the illness of the employee as hereinafter provided for, the employee will be allowed annually the following time off with pay and these days will be deducted from his/her sick leave days (non-cumulative):

- a) Death in the immediate family - a maximum of four (4) days per incident. Immediate family shall be interpreted as husband, wife, child, mother, father, brother, sister, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother and grandfather, or persons residing in the same household for whom the employee is the legally appointed guardian.
- b) Three (3) days for critical illness in the immediate family or to make arrangements for medical or nursing care for an emergency illness in the immediate family. However, the Board may require verification of the need at its discretion.
- c) Two (2) personal business days annually will be allowed for business reasons that cannot be met outside of the regular working day, such as probating a will, property transactions, etc., providing a minimum of three (3) days prior notice is given to the Employer. A personal leave day will not be permitted for purposes of personal pleasure, such as travel, hunting, sports events, and is not to be used before or after a holiday or beginning or ending of a scheduled vacation period. An employee will be allowed to attend the funeral of a close personal friend or a relative other than as defined in 13.3a and the minimum prior notice is waived. In case of an emergency arising out of an unforeseen circumstance, the Supervisor shall waive the three (3) days prior notice. Emergencies are considered to be for reasons such as a flooded basement, automobile accident, or a home fire. However, the Employer may request verification of the need for the emergency personal business day at its discretion.

13.4 Application to have absences charged against sick leave will be made in accordance with administrative directive.

13.5 Any employee covered by this Agreement who enters active duty in the United States Military Service, who: (1) is still qualified to perform the duties of his/her former position, and (2) makes application for re-employment within ninety (90) days after he/she is released from active duty, shall be restored to his/her employment and his/her status with respect to other employees shall be the same as if he/she had not entered the service. This provision is limited to one (1) normal enlistment period.

13.6 Employees elected or appointed to Union or public office may be granted leaves in excess of twenty-four (24) months. Seniority of such employees shall not accumulate during leaves of absence under these conditions, except as provided for in Paragraph 13.1 of this Agreement.

13.7 During the summer months when school is not in regular session, a custodian or bus mechanic who is a fireman or on the EMS roster of his/her local

fire department within the confines of the East China School District will be excused to attend to emergency duties under the following conditions:

- a) Another custodian or bus mechanic is present in the building;
- b) No work is in progress that requires his/her immediate attention;
- c) The individual can make up his/her scheduled number of work hours unless approved otherwise; and
- d) No overtime pay will be required.

13.8 Employer may grant leaves of absences for up to six (6) months for the purpose of child care. Such care shall be for newborns or for children suffering serious illnesses. Such leave shall be restricted to legal parents. Employees on said leaves may purchase insurance from the Employer at the group rate. The Employer shall reserve the employee's position for the first ninety (90) days of the leave. Thereafter, the employer may reserve the position for the employee but is under no obligation to do so.

#### ARTICLE XIV

##### Sick Leave

14.1 Sick leave shall accrue at the rate of one and one-half (1-1/2) days per month of active employment during the term of this contract. However, employees hired after December 1, 1984 shall accrue sick leave at the rate of one (1) day per month for each month of active employment during the term of this contract. The accumulation shall be limited to a maximum of two hundred eighteen (218) days. At the end of each school year on June 30, each employee who is already at the maximum accumulation of two hundred eighteen (218) days and who could qualify for additional sick leave days, will be paid one-half (1/2) of the sick leave over the maximum days allowed to accumulate. No more than eighteen (18) days per year will be used in determining this one-half (1/2) time payment. This payment will be made as soon as feasible after the payroll information is available. The rate is based on the year in which the person qualifies. A bonus will be paid each quarter to each employee having perfect attendance for that quarter. No loss of bonus will occur due to vacation time off, holiday off, or an emergency of two (2) hours or less of time off under provisions of ARTICLE XIII, Section 13.3b emergency illness. Jury duty will not count against perfect attendance. The bonus and quarters will be as follows:

July 1 to September 30	\$50.00 to be paid in October
October 1 to December 30	\$50.00 to be paid in January
January 1 to March 31	\$50.00 to be paid in April
April 1 to June 30	\$50.00 to be paid in July

14.2 A certificate of inability to work by reason of illness from a physician certified to practice in the State of Michigan may be required as evidence of the illness before sick leave for the period of illness is allowed.

Sick leave pay will not be allowed for injuries or illness connected with outside employment.

14.3 If an employee is on an extended paid sick leave of up to six (6) months, the employee will continue to accrue one and one-half (1-1/2) sick days per month. The maximum number of days that will be allowed under this section is nine (9). An extended period of paid sick leave absence is defined as being absent for over thirty (30) consecutive calendar days. For employees hired after December 1, 1984, the following shall apply:

If an employee is on an extended sick leave of up to six (6) months, employee will continue to accrue one (1) sick day per month. The maximum number of days that will be allowed under this section is six (6).

## ARTICLE XV

### Supplemental Workmen's Compensation

15.1 An employee who is absent because of any injury or disease compensable under the Michigan Worker's Compensation law may elect to receive from the Employer, from the employee's accumulated sick leave only, the difference between the statutory allowance under the Worker's Compensation Act and his/her regular salary with a pro-rated subtraction for each day used of said accumulated sick leave until the same has been depleted. The Employer's maximum liability under this section shall be the salary amount of the employee's accumulated sick leave days at the time of the claim.

15.2 Any employee, while absent due to a compensable injury under the Michigan Workmen's Compensation Act, shall accumulate seniority, vacation time and sick leave benefits as provided for in this contract as though he would have worked. However, accumulation of benefits, except seniority, shall cease at the end of two (2) years from the date of the approval of benefits from the Workmen's Compensation Act.

## ARTICLE XVI

### Insurance

16.1 The Employer will pay the cost of hospital-medical-surgical insurance for the employees under this Agreement and their dependents (Blue Cross/Blue Shield MVF-1 Plan; Single, Two person or Family), together with \$2.00 deductible prescription drugs and O.B. Riders and Master Medical Rider Option 4 for each employee regularly employed and who works six (6) or more hours daily and who makes proper application to participate in the plan that is in effect with the Employer. The provisions of this group policy and the rules and regulations of the Carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Employer's sole and only responsibility shall be for the payment of premiums as set forth in this paragraph. Effective July 1, 1985, the ML Rider, including reciprocity, shall be added to the hospital-medical-surgical insurance plan.

16.2 The Board will pay the premium for long term disability insurance protection for each employee covered by this contract, under a group policy with a Carrier selected by the Board. The policy will be of a type where benefits are payable for continuing disability commencing six (6) months after absence due to sickness or accident commences and shall be not more than sixty (60%) percent of base salary or \$1,000 per month, whichever is lesser. The provisions of the group policy and the rules and regulations of the Carrier will govern as to commencement, amount and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay the premiums.

16.3 If there is an improvement in the teacher's Dental Insurance the Board will provide the same coverage for the employees covered by this Agreement. If the teachers receive optical insurance coverage, the employees will receive the same plan or comparable coverage.

16.4 The Employer will pay the premium for Group Term Life Insurance protection in the face amount of twenty-five thousand (\$25,000) dollars for each employee under a group policy with a Carrier selected by the Employer. The provisions of the group policy and the rules and regulations of the Carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Employer's sole and only responsibility shall be to pay the premiums on the Group Term Life Policy for the term of this contract. Subject to approval by the Carrier, the policy will include the right to convert coverage when discontinuing employment with the School District without physical certification as to insurability upon proper written application to the Carrier within thirty (30) days of severing employment.

16.5 In the event of a layoff, the Board will pay the employee's health insurance premium for the first month after the month in which the employee was laid off. For example, if an employee is laid off on November 20, the Board will pay the health insurance premium for the month of December.

16.6 In order to be covered by any of the insurance benefits, an employee must make proper written application at the Central Administrative Office on forms required by the Carrier(s).

16.7 A Tax Sheltered Annuity will be provided for those who do not take health insurance, \$25.00 per month with certification they are covered by a health plan.

## ARTICLE XVII

### Severance Pay

17.1 A retirement or severance allowance of twenty (\$20.00) dollars per day for all accumulated sick leave over thirty-five (35) days will be paid to the employee who is leaving the employment of the School District providing the employee shall have a minimum of eight (8) years continuous service in the District immediately prior to leaving employment with the District. In the event of death while in the employ of the District and all other above qualifications are met, this benefit will be paid to the same as listed on insurance cards or to the estate at the discretion of the Employer.

## ARTICLE XVIII

### General Provisions

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

18.2 All employees shall be entitled to two (2) fifteen (15) minute coffee breaks without loss of pay - one (1) prior to the employee's meal period and one (1) following.

18.3 A reasonable length of time, not to exceed fifteen (15) minutes, will be granted to all employees to clean up before the end of the day.

18.4 The Employer will issue paychecks to the employees on Friday of every other week. However, employees regularly assigned to the afternoon shift will receive their paycheck at the end of their shift on Thursday.

18.5 The Employer agrees to supply work uniforms for bus mechanics. The Employer will determine how uniforms are to be supplied. The Employer agrees to provide work uniforms for custodial and maintenance employees on the following basis:

- At the time of initial employment, custodial and maintenance employees will be provided with five (5) shirts and five (5) pairs of pants.
- On an annual basis, custodial and maintenance employees will be provided four (4) additional units. A unit is defined as either a shirt or a pair of pants. The employee will choose the combination of shirts or pants to make up the four (4) units.
- The annual replacement of uniforms will be at the beginning of the fiscal year (July 1). New employees hired between January 1 and June 30 shall receive their first replacement uniforms on July 1 following their first full year of employment.
- It is understood that the maintenance of uniforms is the responsibility of the individual employee, and that the wearing of uniforms is mandatory.

18.6 Insurance and other fringe benefits will commence the first of the month following ratification by the Board (or as soon thereafter as possible).

18.7 Any employee selected for a supervisory position shall have six (6) months in which to elect to stay in such capacity or return to the bargaining unit without loss of seniority. A former bargaining unit employee working a supervisory position longer than six (6) months may return to the bargaining unit, when mutually agreed to by the Employer and Union, with the time spent in such supervisory capacity deducted from his seniority. Such employee's

seniority date will be adjusted by adding time spent in such supervisory capacity to his last date of hire.

18.8 If an employee covered by this Agreement is called for jury duty, the employee shall be compensated by the Employer for the difference between what he receives for such duty and what he would have been paid had he worked. Employer may require such proof as it deems necessary to establish that an employee has been selected for such duty and has served in such capacity.

18.9 The Employer will employ at least one (1) "regular full-time employee" for at least thirty-two (32) hours a week who will be available for substitute work or as assigned by the Supervisor. The Employer shall not be required to employ any substitutes as of December 1, 1984. However, current employees in this status shall be retained in this status until a vacancy becomes available after the completion of the bidding process for which said employee is qualified at which time the employee in such substitute status shall be placed in the vacancy or shall terminate his employment at the option of the employee.

18.10 Except in an emergency, a copy of any new or change in work rules will be sent to the Local Unit Chairman at least one (1) week before the new or change in work rules are promulgated.

18.11 With prior approval of the Director of Personnel or the Superintendent of Schools, the Board will reimburse employees one-half (1/2) of the cost of tuition, fees and books up to a total maximum of \$100.00 in any one fiscal year for any course work, classes or training which is related to or will augment the employee's performance of his/her responsibilities. This training includes but is not limited to course work taken at the college level, trade or technical courses or high tech training. To receive reimbursement, the employee must submit proof of successful completion of the work and paid receipts covering same.

## ARTICLE XIX

### Term of Agreement

19.1 This Agreement shall be retroactive to July 1, 1987, except as otherwise provided herein, and shall remain in full force and effect to June 30, 1990. The Agreement shall be renewed from year to year thereafter; provided that either party hereto may reopen the Agreement for changes or amendments or may terminate the Agreement by serving written notice on either party of its desire to change, amend or terminate at least sixty (60) days prior to the expiration date of this Agreement or any extension thereof.

19.2 If any law now existing or hereafter enacted, or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto upon notice to the other may reopen for negotiation the invalidated portion, and if an agreement hereon cannot be reached within thirty (30) days, either party may submit the matter to the State Labor Mediation Board.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 19th  
day of November, 1987.

MICHIGAN SERVICE EMPLOYEES  
INTERNATIONAL UNION AFL-CIO  
LOCAL 516M

By *Lenneth Carl*  
Chairman - Local Unit 516M

By *John W. Schlinkert*  
Vice-Chairman

By *Leanne James*  
Recording Secretary

By *Charles Michael Boulier*  
Steward

By *Byron Hartman*  
President, Local 516M

BOARD OF EDUCATION  
EAST CHINA TOWNSHIP SCHOOL DISTRICT

By *Robert Z. Beattie*  
Its President

And *[Signature]*  
Its Secretary



PAY CLASSIFICATION - SCHEDULE A

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
<u>BUILDING HEAD I</u>	\$ 10.32	\$ 10.83	\$ 11.37
<u>BUILDING HEAD II</u>	9.90	10.40	10.92
<u>NIGHT CREW LEADER</u>	9.90	10.40	10.92
<u>CUSTODIAN I</u>			
Starting Rate	9.34	9.81	10.30
After 90 Days	9.56	10.04	10.54
After 6 Months	9.77	10.26	10.77
<u>CUSTODIAN II</u>			
Starting Rate	8.61	9.04	9.49
After 90 Days	8.82	9.26	9.72
After 6 Months	9.03	9.48	9.95
<u>MAINTENANCE CREW</u>	10.32	10.83	11.37
<u>MULTI-TRADE TECHNICIAN</u>	10.32	10.83	11.37
<u>BUS MECHANIC</u>			
Starting Rate	9.87	10.36	10.88
After 90 Days	10.16	10.67	11.20
After 6 Months	10.32	10.83	11.37

The wage schedule shall be retroactive to July 1, 1987.

Building Head I - Junior High & High School Building Head Custodians.  
Building Head II - Elementary Building Head Custodians.

In addition to the foregoing, employees assigned painting jobs in the building to which they are assigned shall be paid \$.10 per hour premium; when assigned painting work with a District paid crew, \$.15 per hour premium.

An employee who has completed 90 days of continuous employment under this contract will be allowed to enter these classifications at Step 2.

Bus mechanics must be State Certified as a Mechanic.

LOCAL 516M GRIEVANCE FORM

\_\_\_\_\_  
Building                                      Assignment                                      Name of Grievant

STEP ONE                      Date of Informal Meeting with Supervisor \_\_\_\_\_

STEP TWO                      A. Date Alleged Violation Occurred \_\_\_\_\_

B. Contract Section(s) Violated \_\_\_\_\_

C. Synopsis of Alleged Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant                      Signature of Chairperson                      Date

E. Date Received by Director \_\_\_\_\_

F. Disposition by Director \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STEP THREE                      A. Date Received by Superintendent \_\_\_\_\_

B. Disposition by Superintendent \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

STEP FOUR                      By mutual agreement of both parties, grievance may be referred to Michigan Employment Relations Commission for mediation.

\_\_\_\_\_  
Grievance Chairperson                      Date                      Signature of Superintendent                      Date

STEP FIVE                      A. Date Received by Board of Education \_\_\_\_\_

B. Disposition by the Board of Education \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Board Representative