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CONTRACT

BETWEEN

LOCAL 586,  
SERVICE EMPLOYEES INTERNATIONAL UNION

AND

BLOOMINGDALE BOARD OF EDUCATION

1981 - 1982

*Bloomington Public Schools*



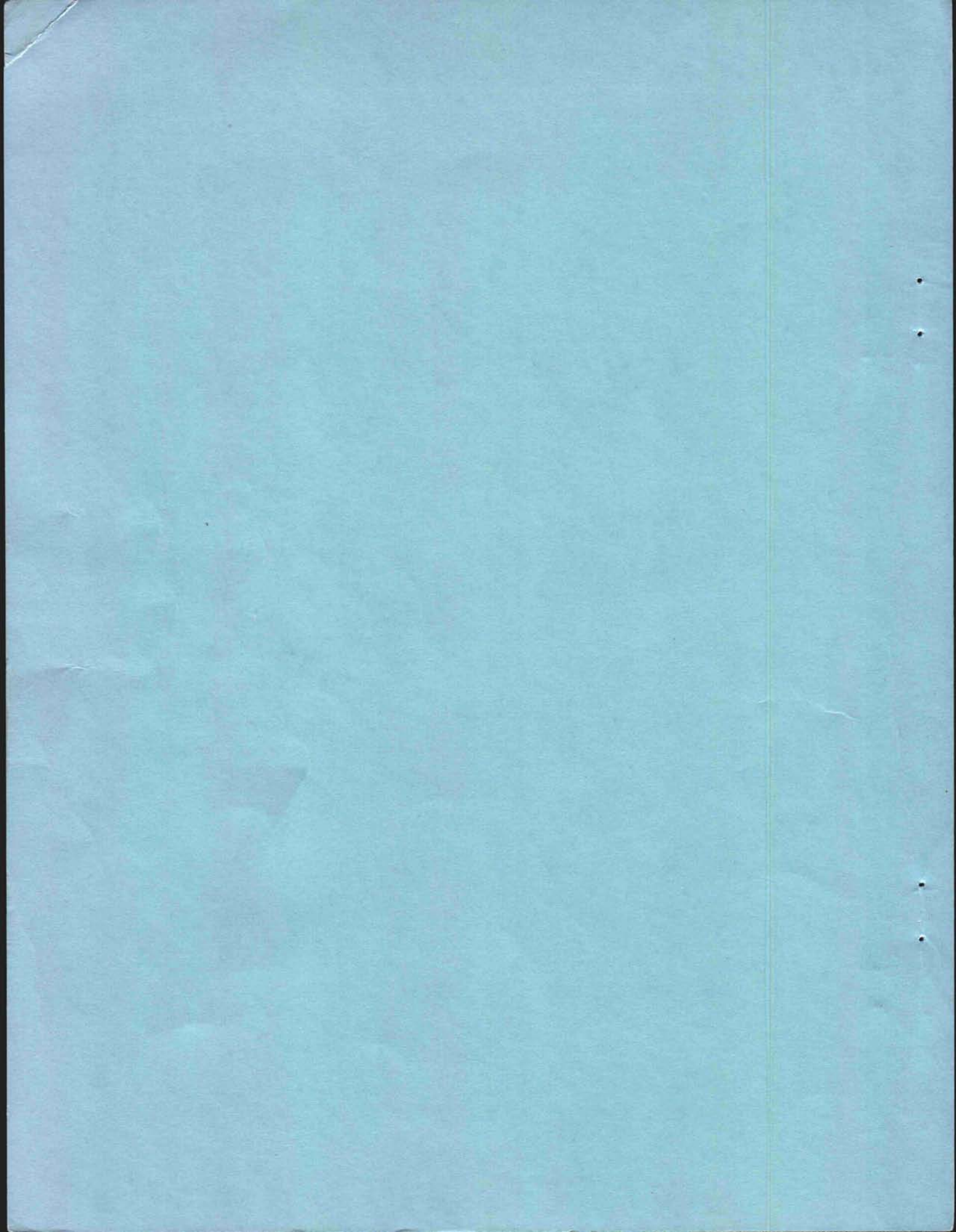


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## ARTICLE I

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages and hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and employees and the Union.

## ARTICLE II

### RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all bus drivers, mechanics, custodial, maintenance and kitchen employees, employed by the Bloomingdale School, excluding all administration, teachers, teachers aids, office clerical, and all other supervisors. The word "employee" as used hereinafter shall refer to bargaining unit members, and references to male employees shall include female employees.

Section 2. The employer and the Union agree that neither shall discriminate against any employee because of race, color, creed, sex, nationality or political belief, nor shall the Employer nor the Union, its agents or members, discriminate against any employee because of his exercising those rights guaranteed by state or federal law.

## ARTICLE III

### MANAGEMENT RIGHTS

Section 1. The Union recognizes the exclusive prerogative of the employer to operate and manage its affairs in all respects within the law of the State of Michigan and the United States and further recognizes that the powers and authority which the employer has not officially and specifically abridged, delegated or modified by this Agreement are retained by the employer.

Section 2. The Employer reserves the right to make and effectuate reasonable modifications in rules, assignments, regulations and/or procedures. Said rules, regulations, assignments and/or procedures shall be published and the reasonableness of same shall be subject to the grievance procedure.

## ARTICLE IV

### UNION SECURITY

All present and all new employees shall as conditions of employment or continued employment, prior to the expiration of forty-five (45) consecutive working days after the effective date of this Agreement or after commencing employment, whichever is longer, either,

- (A) Become members of the Union in good standing or,
- (B) Not become members of the Union but pay a service fee for representation by the Union equivalent to the Union dues, uniformly required of Union members.
  - (1) Those employees electing not to join the Union but pay the agency or service fee are to be advised, that such election does not entitle them to a vote or voice in any Union activities except as provided by law.
- (C) For the purpose of this Agreement the term "DUES" shall mean all regular monthly dues or fines and assessments to Local 586 S.E.I.U.

Section 2. Employees may either pay regular monthly dues directly to Local 586 S.E.I.U. AFL-CIO-CLC or to an elected member of the Local Union Unit authorized to collect such dues, or voluntarily execute payroll deduction authorizations. Should employees choose to execute payroll deduction authorizations, the employer agrees to deduct from their first pay check of the month, each month after the execution of the payroll deduction authorization, the regular monthly dues or assessments, in the amount certified to the employee by the Secretary-Treasurer of the Local Union, except that it is understood and agreed that any employee may request that any fines may be deducted from each pay period, rather than deducted in full from the first pay of the month. The sum of the deductions made by the employer pursuant to this section shall be forwarded to the Local union within fifteen (15) working days following the date of the first pay check of the month or in the case of fines, within fifteen (15) working days following the date of each pay check from which deductions are made.

The Union will furnish authorization forms to the employer who shall submit it to new employees for their signature. Upon completion of the probationary period the employer agrees to forward 1 copy to the Union, keeping one copy for the school record.

Section 3. The Union shall indemnify and save harmless the Employer against any and all claims, demands, suits or other forms of liability that may arise by reason of compliance with the terms of this Article. If the Union fails to defend the Employer against any such claim, demand and/or suit, the Employer shall then have the right to so defend and then seek appropriate relief and damages through any lawful means that the Board may choose.

## ARTICLE V

### REPRESENTATION

Section 1. All employees who are covered by this Agreement shall be represented for the purpose of grievance procedure and negotiations by Stewards and a bargaining committee to be chosen by the Union.

Section 2. Nothing herein contained shall abridge the right of the individual to process his own grievance upon notification of the employer and the Union of his intent. The Union may have a representative present at all discussions of the grievance and any adjustments that may result therefrom shall not be inconsistent with the terms of this Agreement. The Union President must be notified by the employer two (2) days in advance of any such meeting to allow it time to be present if it so desires.

Section 3. The maximum number of employees who shall be paid by the employer while conducting negotiations and processing a specific grievance, under the formal grievance procedure of this Agreement shall be limited to six (6) and compensation shall be at the end of the regular scheduled working hours of any day on an assigned shift. The employer shall not be obligated to pay employees for attending called Union meetings in preparation of negotiations or in preparation for presentation of a grievance under the formal grievance procedure of this Agreement.

## ARTICLE VI

### JOB STATUS AND FUNCTION OF UNION OFFICIALS

Section 1. The names of the committee men, stewards, or alternates shall be given in writing to the Employer. No committeemen shall function as such until the Employer has been advised of his selection, in writing by any International, Unit or Local official. Any changes in committeemen, stewards or alternates shall be reported to the Employer in writing as far in advance as possible.

Section 2. Duly authorized representatives of the Union (i.e. those employees whom the employer has been notified of as being such representatives in accordance with Section 1) shall be permitted to participate in any discussion relative to hours, wages and working conditions at any time upon proper presentation of proper credentials to the Employer or his designated representative, provided it will not be detrimental to management and the function of school and students.

Section 3. Any committeemen, steward, or alternate or other officer of the Local unit, employed by the employer, having an individual grievance, in connection with his own work may ask for a member of the bargaining committee to assist him in adjusting the grievance in a manner provided for the grievance procedure.



## ARTICLE VII

### SENIORITY

Section 1. Seniority shall be defined as an employee's length of continuous service with the Employer since the last hiring date. "Last Hiring Date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he has not quit or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or layoffs for lack of work except as hereinafter provided.

Section 2. All new full time employees shall be probationary employees until they have been employed 45 working days for the employer. All part time employees shall be probationary employees until they have worked 30 days or been employed 75 days whichever comes first. The purpose of the probationary period is to give the employer an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability and other attributes which will qualify him for regular employee status.

- (A) During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer without regard to his length of service.
- (B) Upon satisfactorily completing his probationary period, the employee's name shall appear on the seniority list as of his most recent date of hire.

Section 3. Upon the execution of this Agreement an up-to-date seniority list shall be presented to the Unit President within five (5) days after the execution. In compliance with this provision, it shall be deemed to have been accomplished if the Employer gives the Unit President of the Union three (3) copies of the seniority list every three (3) months.

- (A) When the seniority list is initially prepared or thereafter revised, if two (2) or more employees have the same hiring date, their names shall appear on the seniority list alphabetically by the first letters of their last names. If two (2) or more employees have the same last name, the same procedure shall be followed in respect to their first name.

When two (2) or more employees are hired on the same day, establishing seniority shall include the factor of time of actual beginning of work on a shift; Employees who start work earlier in the day shall be considered as having an earlier seniority rank.

Section 4. Each employee shall accumulate seniority rights in two categories, as follows:

- (A) Classification seniority.



- (B) Unit wide seniority for the sole purpose of bidding on positions open in other classifications, if an opening occurs. Fringe benefits will be computed on unit wide seniority. Bus drivers may transfer to a twelve months job classification one (1) month of unit wide seniority for each month worked as a bus driver. Each twelve (12) months transferred will equate to one (1) year of unit wide seniority in the twelve (12) months job classification.

Section 5. All unit officers, bargaining committeemen, and stewards shall have by virtue of their union office, top seniority within the unit and the respective classifications for the purpose of layoffs and recalls.

Section 6. An employee shall lose seniority if:

- (A) He quits.
- (B) He is discharged and the discharge is not reversed.
- (C) He is absent for five (5) consecutive working days without notifying the employer and he cannot justifiably excuse the lack of notice.
- (D) If he does not return to work when recalled from lay-off as set forth in the recall procedure.
- (E) Failure to return from a leave of absence at the end of the authorized period without justifiable cause.
- (F) Retirement.

## ARTICLE VIII

### VACANCIES AND JOB OPENINGS

Section 1. All new jobs and job vacancies shall be posted on a specifically designated area of one (1) bulletin board in each school facility for a period of fifteen (15) days.

Section 2. All such vacancies shall be filled and promotions made from senior qualified employees within the classification. Then all employees within the unit shall be eligible to bid and the senior employee applying for the position shall be given the opportunity to fill said position, providing he is qualified to perform the duties at the time of promotion or transfer.

Section 3. Any employee filling a vacancy by promotion or transfer may be given up to thirty (30) working days to prove his ability. If unable to perform satisfactorily, he will be returned to his former position without loss of seniority or bias at that position rate of pay.

Section 4. When an employee is assigned to a job carrying a lower rate than the job from which he was transferred, he shall receive the rate of pay determined by his unit-wide seniority for the new classification.

Section 5. Those employees who are promoted to a job carrying a higher rate shall suffer no loss of pay because of such transfer. Upon completion of the thirty (30) working days qualifying period, he shall receive the rate of pay called for in the new classification, based upon length of service with the employer.

Section 6. Any employee may refuse a transfer or promotion without loss of seniority. The employee may be asked to sign a slip of his intent to accept or refuse a specific transfer or promotion, such acceptance or refusal slip being limited to the single instance under consideration.

Section 7. Any employee required to temporarily perform in a higher classification shall receive the next higher rate of pay in the new classification above the rate of pay received in present classification.

Section 8. In the event that insufficient extra run drivers are available to perform extra run duties then regular drivers may be requested in order of seniority to perform extra run duties.

Section 9. A transfer shall be defined as a change in classification, shift or physical location.

Section 10. Upon the Employer's changing of two (2) or more assignments, all job assignments shall be posted and filled pursuant to the job posting procedure. The reasonableness of any assignment shall be subject to the grievance procedure.

## ARTICLE IX

### LAYOFF AND RECALL

Section 1. (A) When it becomes necessary to lay off employees due to lack of work or to reduce the size of work force, those employees within the classification selected for reduction who are part-time or probationary employees shall be the first to be laid off. Then within the selected classification those employees with the least amount of seniority shall be laid off.

(B) Employees who are laid off, who have seniority credit shall have the right to displace a part-time or probationary employee, in another job classification. The displacing employee must have the qualifications that are necessary to satisfactorily perform in the position being displaced with a minimum of on the job training.

(C) Employees exercising their bumping right and who are placed in a new classification shall for the first six (6) months be considered as a "lay off contingency employee" and shall be subject to displacement during that time period in the event of further layoff action affecting an employee who has more seniority. Upon fulfilling the six (6) months time period in the new classification, the employee shall become vested as a regular employee in the new classification and shall be insulated against further bumping action. Employees exercising this right shall be paid at the rate of pay called for in the new job classification for the first forty-five (45) days. Upon completion of forty-five (45) days, the employee shall be moved up in the pay scale to the rate called for by his unit-wide seniority.

Section 2. In recalling employees following a layoff for lack of work, the laid off full time employee with the greatest seniority within a classification, shall be the first to be recalled, then all part-time employees shall be recalled according to length of accumulated service with the employer. Following the recall of all full time and part time employees, all probationary employees laid off due to lack of work or reduction of work force, shall be returned to work before any new employees are hired within a classification. The employer shall determine the priority of classification for recall, except the part time persons displaced as a result of the bumping action above, shall be recalled regardless of classification and offered an opportunity to fill a position opening when the employee filling their former job (by reason of bumping) does not wish to return to his former classification.

Section 3. There shall be no employee hired until all laid off employees have either returned to work or failed to respond to a written notification sent by mail to their last address left with the Employer, within ten (10) days of the postmark of the notification, within a given classification.

Section 4. The employer will not use any employees in a classification in which they are not classified if another employee is laid off therefrom.

## ARTICLE X

### WORKING HOURS AND SCHEDULES

Section 1. For all employees except bus drivers, the normal work day shall consist of eight (8) consecutive hours. The normal work week shall consist of five (5) consecutive days, Monday through Friday, inclusive. The normal work week shall consist of forty (40) hours.

Section 2. For bus drivers the normal work day shall be established by the supervisor after consultation with the individual bus driver on the specific assigned bus. Bus drivers shall make a diligent effort to adhere to the established time. Should substantial changes occur in the conditions under which the time was arrived at, the bus driver may request reassignment of the required time to make the run. Upon such request, the supervisor shall make such re-assessment and supply an answer within five (5) working days. There shall be a ten (10) minute grace period allowed for each run. Bus warm-up and the State required check of the bus shall not be considered in the average time of the run established. Drivers shall be required to submit to the supervisor a route differential report whenever the established route time is exceeded by more than ten (10) minutes.

Section 3. The employer agrees to provide, as soon as is reasonably possible, notification to bus drivers of changes that occur which affect their regular assigned runs.

## ARTICLE XI

### LUNCH PERIOD AND COFFEE BREAKS

Section 1. All employees except bus drivers will be accorded two (2) paid coffee breaks of twenty (20) minutes each on a scheduled shift at the site where working. The right to reasonable temporary relief shall not be eliminated. Coffee breaks shall be taken as follows:

- 1st break - near the middle of the first 4 hours.
- 2nd break - near the middle of the last 4 hours.

Section 2. Bus drivers shall be afforded a fifteen (15) minute paid coffee break for each run made during the day. Coffee breaks shall be taken at a mutually agreed upon location. Coffee breaks shall be scheduled as follows:

- 7:30 a.m. between H.S.P.U. & E.P.U.
- 2:00 p.m. after M.S.P.U. & H.S.T.H.
- 5:00 p.m. after H.S.T.H. & E.T.H.
- 5:00 p.m. between E.T.H. & M.S.T.H.

Section 3. All employees, except bus drivers, shall be allowed one-half (1/2) hour paid lunch period on each shift. Lunch periods are scheduled to be taken as follows:

- Lunch: Near the middle of the shift.



Section 4. All meal expenses of bus drivers, taken at appropriate times during special trips, will be reimbursed at the following rates:

Breakfast	\$2.00
Lunch	3.00
Dinner	4.00

## ARTICLE XII

### OVERTIME PAY

Section 1. All employees except bus drivers, shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for all time worked in excess of eight (8) hours in any one day, or forty (40) hours in any one week except as provided in Section 3 of this Article.

- (A) Daily Overtime Assignments - The assignment of daily overtime to custodians shall be equalized among the custodians who regularly work in the building where the overtime is to be worked. If no custodian in the building wants the overtime, it shall be equalized among all other custodians as per contract.
- (B) Sunday Overtime - In order to fairly share overtime at double pay on Sundays, a list of all custodians who want Sunday work shall be kept (each custodian must be responsible for getting his name on the list), and assignment shall be equalized among the custodians as their name appears on the list. No cumulative hours shall be kept on Sunday assignments, but hours will be checked off in order to assure fair offering of the Sunday hours.
- (C) Saturday Overtime - Saturday overtime for all custodians shall be equalized as per Article XII, Section 7 of our contract.

Section 2. Bus drivers shall be paid one and one half (1-1/2) times their regular rate of pay for all time worked in excess of eight (8) hours in any one day.

- (A) Bus drivers shall be paid their regular run rate for special trip driving time and at two thirds (2/3) their regular run rate for special trip non driving time.
  - (A1) Punch in time to time of arrival and leaving time to punch out time to be considered special trip driving time. Time of arrival to time of leaving to be considered special trip non driving time.
  - (A2) A log for special trip shall be kept by the special trip driver. Time of arrival and leaving time shall be noted and assigned by the chaperone or sponsor on this log.

- (B) Bus drivers who as a result of the above provision are paid overtime, shall have their hours posted to the overtime equalization chart outlined in Section 8, at one and one-half (1-1/2) of the time that overtime was received for on the run. Such as: One-half hour paid overtime = 3/4 hour posted driving time; one hour paid overtime = 1-1/2 hours posted driving time.

Section 3. For all employees except bus drivers, two (2) times their regular rate of pay shall be paid under the following circumstances:

- (A) For time worked in any shift which begins on a Sunday or holiday enumerated in Section 1 of Article XX. Time worked beyond the first eight (8) hours of such shift, if such time extends into a day not a Sunday or holiday shall be paid at the rate of one and one-half (1-1/2) the regular hourly rate.
- (B) For time actually worked on a Sunday or holiday enumerated in Section 1 of Article XX, in excess of the first eight (8) hours of a shift which begins on a day not a Sunday or enumerated holiday.

Section 4. Bus drivers shall be paid at the rate of two (2) times their special trip rate for all time worked on a Sunday or enumerated holiday in Section 1 of Article XX in excess of eight (8) hours. Hours worked on Sunday or enumerated holidays which are not in excess of eight (8) hours shall be paid at the rate of one and one half (1-1/2) the special trip rate.

Section 5. If in any work week, as the result of a shift change, employees, permitted to or required by the employer to work the number of hours in the then established weekly working schedule of his new shift he will be reimbursed for time lost as a result of such shift change. The only time this change does not apply is the initial change from the present split sessions to full days.

Section 6. No employee's regular shift shall be changed to avoid payment of overtime.

Section 7. This section is applicable to all employees except bus drivers. A roster of all employees who desire overtime or extra hours will be set up by classification. Overtime and extra hours will be equalized among those employees as their names appear on each roster. The employees with the least amount of overtime or extra hours, shall be charged on the roster in black with all hours worked. Any employee on such roster who refuses such overtime or extra hours shall be charged with all hours he or she could have worked in red. If no employee in the classification is willing to work overtime, then the supervisor shall offer the overtime to other senior qualified employees in the unit without regard to classification. For the purpose of equalizing overtime, a variant of 12 hours shall be regarded as permissible.

Section 8. Separate rosters for Elementary, High School and Middle School shall be established and posted for extra bus runs. Those drivers who volunteer

shall be entered on the rosters in seniority order at the beginning of the school year. If no bus driver on the roster is willing to work an extra run, then the supervisor shall go back to the beginning of the roster and the extra runs bus drivers with the least number of extra hours worked will accept the extra run.

- (A) A special trip roster shall be established and postings made as far in advance as possible, normally forty-eight (48) hours in advance of the time that the trip is scheduled to depart.
- (B) Drivers are obligated to inform the supervisor of their availability to take the trip, as posted, as far in advance as possible and not later than twenty-four (24) hours prior to scheduled departure time.
- (C) The first trip shall be offered to the most senior driver who has posted their name on the trip roster. If that driver cannot take the trip and refused the assignment, that driver shall have the estimated time that the trip would have taken posted in red in the hours driven column of the roster. Then the next driver in line by seniority order shall be offered the trip.
- (D) Drivers who take the trip shall have their hours posted in black and all drivers who refused the trip shall have their estimated (red posted) hours adjusted to reflect the actual trip time that was involved in the refusal.
- (E) At such time as each driver on the trip roster has either driven a trip or refused a trip then the next trip offered shall be to the driver with the least number of hours posted to the chart and subsequent trip assignments shall be made in that order.
- (F) Drivers shall turn in to the Transportation Supervisor's office their completed trip report at the end of each trip, in no case later than the next work day following the end of the trip. The driver's roster showing hours driven must be posted daily.
- (G) The special trip list will be prepared to show:
  - 1. Number of buses required.
  - 2. Destination.
  - 3. Purpose.
  - 4. Teacher or person in charge.
  - 5. Estimated duration of the trip.
  - 6. Date, time, place of departure.
  - 7. Estimated number of passengers per bus.
  - 8. A column where the drivers may insert their names showing that they drove the trip.
- (H) Drivers may at their own discretion trade trips but the driver who should have made the trip shall be charged with the time of the trip on the roster.

- (I) Bus drivers will be notified twenty-four (24) hours in advance when students in outlying areas will be transported for special trips on early morning runs.
- (J) Overtime, extra runs, and special trips will be posted at each school weekly on the bulletin board.

Section 9. Whenever a custodian is assigned to extra work for an event, he shall not be responsible for any form of supervision of the event or it's participants. The custodian will perform assigned work during time not actually assisting the event. The custodian will notify sponsor of the event where he may be located if needed to assist the event. The custodian will be responsible for leaving the building cleaned and ready for the next use.

#### ARTICLE XIII

##### CALL IN TIME

Section 1. Any employee, except bus drivers, reporting for work in his normal starting time when no work is available, shall receive a minimum four (4) hours pay at the regular rate unless such employees are notified at least one (1) hour prior to his starting time.

Section 2. Any employee called out to work for any hours outside their normal working hours shall be paid a minimum of two (2) hours pay at their regular rate.

Section 3. Employees who are essential and called in to work on a day when school is closed due to inclement weather shall report and be paid at the rate of one and one-half times of their regular hourly rate for all hours worked on such day. Maximum payment possible for such a day will be equivalent to twelve (12) hours regular pay for that eight (8) hour day.

#### ARTICLE XIV

##### SICK LEAVE

Section 1. All sick leave shall be accumulated from date of hire at the rate of one (1) day per month of employment. With the minimum of ten (10) days accumulation and a maximum of twelve (12) days in any one anniversary year to a maximum of one hundred (100) days. This provision applies to all employees covered by this Agreement, except extra runs drivers, whose sick days will be computed on an eighty (80) hour minimum basis. (The Month's hours divided



by one month's number of worked days will be equal the number of sick hours available).

Section 2. Sick leave will be taken only for the following reasons and will be compensated for under the following conditions: for a service-connected disability other than that for which the Employee receives Workmen's Compensation insurance benefits for lost time, and illness an employee may contract preventing his ability to perform normally and safely at work or any exposure to contagious disease he may experience through which the health of others would be endangered by his attendance on duty; any injury or illness in his immediate family which requires presence away from work - for the purpose of the Agreement the immediate family shall consist of spouse, parent, child, mother-in-law and father-in-law. Also any non-duty disability an employee may sustain excepting therefrom injury that may be sustained while being temporarily in the employ of another during his time off or such injury that may be sustained in connection with his conviction or the violation of an ordinance or law. Sick leave shall also be taken for medical and dental appointments scheduled by the employee and verified to the employer one week in advance. Such absence shall be deducted from sick leave on an hourly basis.

Section 3. Sick leave will be applied to lost time and deducted for service-connected disability, other than that for which the employee receives workmen's compensation insurance benefits for lost time; only upon receipt of a statement signed by his physician (unless Employer requests a designated physician) to the effect that the injured employee is unable to perform his regular duties or such temporary tasks available in the framework of the employer's business function, in which event said employee's earned sick leave shall be used at the rate of one (1) sick leave day for each day of such service-connected disability until such leave is exhausted. Any employee's absence from duty due to a service-connected disability for which he is receiving Workmen's Compensation benefits shall not be compensated for or deducted from his sick leave unless he shall elect to be paid the difference between the benefits of the Workmen's Compensation received by him for such service-connected disability and his normal wage or salary; in which event said employee's earned sick leave shall be used at the rate of one-third (1/3) sick leave for each day of such service-connected disability until such sick leave accumulation has been exhausted.

Section 4. A medical certificate may be required in the absence of reasonable evidence of an employee's illness, and illness or injury that prevented his attendance at work for a period in excess of three (3) days before compensation will be allowed.

Section 5. Sick leave shall be accumulated from date of hire and accruals shall be retained by an employee in each of the following cases: an employee who is absent on authorized leave of absence; an employee who transfers from one classification to another; a classified employee who is recalled from a lay-off.

Section 6. In the event sick leave accumulation is exhausted during the term of an illness, the employer shall grant, upon written application of the employee, an unpaid sick leave for the specific illness of up to two (2) years.

## ARTICLE XV

### BEREAVEMENT LEAVE

In the event there is a death of a listed relative of an employee or their current spouse, such employee shall be allowed up to three (3) days bereavement pay. Proof of death may be required by the employer. The first two (2) days shall be paid by the employer and the remaining one (1) day shall be deducted from sick leave accumulation. Listed relatives are: Grandparents, parents, spouse, children, brother, and sister. For nieces, nephews, aunts, uncles, and cousins, the employee may use up to two (2) days sick leave.

## ARTICLE XVI

### MILITARY LEAVES

The right to re-employment and the continuous seniority rights are guaranteed for any employee, now or hereinafter upon the seniority list, and who now or hereinafter is a member of the Armed Forces of the United States, State of Michigan.

- (A) Such leave of absence shall be granted employees in the classified service for service in defense of the Country or who are members of the National Guard, or of the Reserve Corps or forces in the Federal Military, Naval, Marine or Coast Guard service as authorized by said Veterans Preference Act with respect to status and re-employment.
- (B) Whenever employees who are members of the National Guard Naval Reserve, Marine Reserve, or Air Force Reserve are called to active duty, they shall be entitled to a maximum of two (2) weeks of leave annually without loss of pay. An employee on such duty shall be compensated for the difference between his normal pay and that which they receive for the performance of said active duty.
- (C) Employees who have been in the Armed Services of the United States, under military leave from the Employer shall upon reinstatement to re-employment, be given credit for the time spent in the Armed Forces, the same as though the time spent in the Military Services had been spent in the employment of the employer, providing that such employee has received an honorable separation from the Armed Services.

## ARTICLE XVII

### MATERNITY LEAVES

Employees shall be allowed to take a maternity leave of absence from their employment upon request from attending physician, not to exceed one (1) year. Such employees must apply for reinstatement to active employment within five (5) working days after being released by the attending physician and shall be recalled to work to her former position within five (5) working days from such application providing her former position still exists, returned to same salary from which she left. Any person filling such leave position shall enjoy employment rights only for duration of such leave. Vacancies caused under the provisions of this section shall not be posted for bidding.

## ARTICLE XVIII

### MISCELLANEOUS LEAVES OF ABSENCE

Section 1. Employees elected or appointed as Local 586 Union Officers shall be granted an unpaid leave of absence during tenure in office of up to a maximum of two (2) years and one (1) month. Seniority shall not accumulate during this leave.

Section 2. An unpaid leave of absence may be granted for personal reasons for a period of up to forty (40) days upon application to his immediate supervisor for approval. Such leave of absence shall not be extended and seniority rights shall accumulate during such leave.

## ARTICLE XIX

### JURY DUTY

An employee who is called for jury duty or to give testimony before any legal, judicial or administrative tribunal and providing that it will not apply to any cause in which the employee is the party to the action shall be compensated for the difference between their normal salary and that which they receive for performance of such duty, less reimbursed expenses and travel allowance.

ARTICLE XX

HOLIDAYS

Section 1. The following days shall be recognized as paid Holidays for all Custodial, Maintenance, Mechanic employees, and employees with classification of Cook:

One Full Day New Years Eve  
New Years Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Full Day following Thanksgiving Day  
One Full Day Christmas Eve  
Christmas Day

Section 1B. The following days shall be recognized as paid holidays for:

Bus Drivers: New Year's Day  
Thanksgiving Day  
Day following Thanksgiving Day  
Christmas Day

Section 2. The above Holidays shall apply to all custodial, maintenance, and mechanic employees only. If any of the above specific holidays occur on a Sunday, the following Monday shall be observed as the Holiday. When any of the above holidays occur on a Monday or Friday under this provision and school is in session, the eligible employees shall work the normal week of five (5) days and receive six (6) days pay. Holiday pay shall be at the regular hourly rate for the amount of hours that the employee would have normally worked. To be eligible for holiday pay, an employee must have worked the last scheduled day prior to the Holiday and the first scheduled day following the Holiday.

Section 3. If an employee is on vacation on any of the above named holidays, he shall be entitled to an additional day off with pay for the holiday or shall receive eight (8) hours of pay for the holiday.

Section 4. Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive Holiday pay.



## ARTICLE XXI

### VACATION

Section 1. All custodial, maintenance and mechanic employees who have completed one (1) year or more of continuous employment with the employer since their last hiring date (anniversary to anniversary) shall receive two (2) weeks vacation after one (1) year, three (3) weeks vacation after five (5) years and four (4) weeks vacation after nine (9) years. There shall be no loss of pay for the above vacation period.

Section 2. Employees entitled to vacation under Section 1 of this Article shall be required to submit to the Employer a written request at least fifteen (15) days prior to their proposed vacation period indicated on their request. If there are two (2) or more employees who request the same vacation time off and both or all cannot be spared at such time, preference will be given to the employee with the greatest unit seniority. The employer must answer all employees' requests for vacation leave in writing within five (5) calendar days after receipt of such request.

Section 3. The employee shall request a proposed vacation at least fifteen (15) days in advance. If the employee is denied his requested vacation period, he shall be paid the amount he would have received for said vacation period in addition to his salary earned by working during that period or said vacation shall be scheduled at another time of the employee's choice, provided that the vacation shall not be scheduled prior to fifteen (15) days from the date of the first denial and shall not be scheduled during the time first denied.

Section 4. Should an employee be terminated, all accrued vacation shall be pro-rated and paid.

Section 5. In the event an employee on sick leave has exceeded his or her sick leave bank, he or she may utilize unused vacation as sick leave at the employee's option.

## ARTICLE XXII

### MAINTENANCE OF STANDARDS

All hours, wages and working conditions which can be construed as past practice, not abridged or modified by this Agreement, shall remain in full force and effect. Definition of Past Practice: For the purpose of this Agreement, past practice shall be construed to mean any hours, wages, or working conditions occurring often enough to establish a pattern.

ARTICLE XXIII

NON-BARGAINING UNIT EMPLOYEES

- (A) The expediency rising out of an unforeseen circumstance which calls for immediate action.
- (E) In the instruction or training of employees, demonstrating the proper method to accomplish a task assigned.

ARTICLE XXIV

SUB-CONTRACTING

Section 1. Nothing contained herein shall preclude the Employer from contracting or sub-contracting that work which, in its opinion, it does not have the manpower, equipment or facilities to perform or which, in its judgment it cannot economically and/or practically perform with the existing work force. Providing no bargaining unit employee suffer loss of regular pay as a direct result of work being performed by an outside contractor.

ARTICLE XXV

SAFETY AND HEALTH

Section 1. Any physical examination required by the employer shall be at the expense of the employer. This physical examination shall be at the office of the physician appointed by the employer.

Section 2. Employees must immediately report to their supervisor all accidents or injuries sustained by students or themselves.

Section 3. All employees shall observe all reasonable safety rules which are established by the employer and shall use such safety equipment as required by the employer. All such required safety devices or equipment shall be at the expense of the employer.

ARTICLE XXVI

BULLETIN BOARDS

Section 1. The employer agrees to provide sufficient bulletin boards in the buildings as are needed to carry Union announcements, notices of meetings, results of Union elections and notices pertaining to nominations and elections. These bulletin boards will be used exclusively by the Union for the above purpose.

ARTICLE XXVII

MILEAGE

Section 1. When an employee is required by his supervisor to use his own automobile for the Employer's business, he will be paid a minimum of \$1.25 or 15¢ per mile whichever is greater.

ARTICLE XXVIII

GENERAL

Section 1. It shall be the responsibility of each employee to meet qualifications for any license required for the performance of his job responsibility.

Section 2. For the purpose of this Agreement, the term "full time employees" is any employee regularly assigned to perform a specified duty. The term "part time employees" shall mean any employee who is temporarily used to fill in vacation periods or sick leave.

Section 3. Upon proper notification, the employer shall allow Union meetings to be held in school facilities, the area to be used for such purpose shall be designated by the employer.

Section 4. On any day that school is not in session because of inclement weather, no employee shall suffer loss of pay. Payment will be made in the pay period in which inclement weather days occur. It is understood that when a work day is halted because of inclement weather, all custodians on duty are free to leave after students and staff have departed. Employees who have reported for work shall receive regular pay rate for that day. All employees who are called in after the day has been declared a Snow Day, shall receive time and one-half

(1-1/2) per the Contract. When a day has been declared a Snow Day, employees who are not at work because of later starting assignments are not expected to report for work unless called.

Section 5. There shall be a twenty cent (20) per hour premium on the night shift.

Section 6. If as a result of activities outside of regular working hours a custodian/maintenance employee is needed to perform extra duties, overtime will be paid for the additional time. Custodial/maintenance duties will not be performed by any persons not in the bargaining unit.

Section 7. Driver school required by the State shall be paid at the rate of two-thirds (2/3) of the regular run rate up to a maximum of the hours required by the State for all bus drivers while in attendance. Meals will be provided as per scale in Article XI, Section 4. Payment will be made in the first thirty (30) days after school starts.

Section 8. When bus drivers are required to attend meetings called by the employer, they will be paid at the rate of two-thirds (2/3) the regular run rate.

Section 9. All required tools for Custodial-Maintenance shall be provided by the employer. Mechanic hand tools shall be replaced by the employer for breakage accorded on the job, such tools to be replaced in kind.

Section 10. The employer shall continue his current practice in supplying uniforms for Cooks and Mechanics.

Section 11. The purpose of computing pay time clocks shall be carried to the nearest quarter (1/4) hour. Starting time shall be posted and pay computed from the starting time consistent with this Contract.

Section 12. All employees, except bus drivers, required by the employer to attend training classes or schools to further their education or training pertinent to their jobs with the employer, shall have such training or schooling paid for by the employer. Employees work hours or shift hours shall not be changed nor shall any employee suffer any loss of pay as a result of attendance at such training or school.

Section 13. All employees shall be afforded two (2) days per year as personal leave days to be taken in one-half (1/2) day blocks for the purpose of conducting urgent personal business which cannot be conducted at another time, provided that the approval of the Superintendent or his designate is required.

Section 14. Recognizing the need for consistency and student control, a driver assigned temporarily to a run (because of illness or other cause of absence on the part of the regular driver) may be kept on that run for up to four (4) days without regard to Article XII of this Contract, until the regular driver returns, or until re-assignment of the run is made according to terms of this Contract.

Section 15. It is understood that bus drivers are available for service on any runs and not just "favorite" runs and trips.

Section 16. It is understood that should the School District become able to operate on full day schedule as opposed to present split sessions in the high school and middle school, that Article IX will be the basis of reduction of staff, and that rearrangement of working schedules to accommodate the full day schedule will be mutually agreed upon.

ARTICLE XXIX

DISCIPLINARY PROCEDURE

Disciplinary procedure shall be administered by the employer. Employees with seniority shall be discharged or given disciplinary suspension only for just cause. Misconduct in which disciplinary procedure shall apply is divided into three (3) groups:

- Group 1 . . . . . Minor Offenses
- Group 2 . . . . . Intermediate Offenses
- Group 3 . . . . . Major Offenses

OFFENSES FALLING INTO GROUP 1 SHALL INCLUDE:

Tardiness at commencement of work or after lunch in excess of two (2) instances in one (1) month without sufficient reason.

Willful violation of safety rules or common safety practice.

Willful disobedience of a reasonable and safe request.

Unauthorized absence from work without sufficient reason.

DISCIPLINARY ACTION FOR THIS GROUP SHALL BE:

- First offense within a year . . . . . Written warning
- Second offense within a year . . . . . One work day suspension without pay
- Third offense within a year . . . . . Five work day suspension without pay
- Fourth offense within a year . . . . . Discharge



OFFENSES FALLING INTO GROUP 2 SHALL INCLUDE:

Intentional unprofessional conduct.

Possession of or on person of alcoholic beverages or illegal controlled substance in the building.

Reporting sick and accepting sick leave falsely.

Reporting to work while under the influence of alcoholic intoxicants or non-prescribed or illegal drugs.

OFFENSES FALLING INTO GROUP 3 SHALL INCLUDE:

Intentional destruction of school property.

Misuse or removal from the premises of school property without proper authorization.

Intentionally falsifying any time keeping record.

Consumption of alcoholic beverage during working hours.

Use of non-prescribed controlled substances during working hours.

Gross insubordination.

DISCIPLINARY ACTION FOR THIS GROUP SHALL BE:

Discharge.

Any offenses in Group 2 may be construed to be in Group 1.

Any offenses in Group 3 may be construed to be in Group 2 or Group 1.

ARTICLE XXV

GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as an alleged violation of the meaning, interpretation or application of a specific article or section of this Agreement.

Section 2. If any grievance arises, there shall be no stoppage or suspension of work because of such grievance.

Section 3. Step 1. Any grievance of complaint shall be discussed with the supervisor for settlement. Any employee or group of employees who have a grievance may be accompanied by their steward, if so desired, and must submit the grievance to the supervisor, stating that they are starting step one of the grievance procedure, within fifteen (15) calendar days from date of occurrence. The supervisor shall investigate and advise the grievant and/or steward of the disposition of the complaint within five (5) regularly scheduled working days after it has been made to him. In the event the matter is not satisfactorily settled in this manner, the following procedure shall apply.

Section 4. Step 2. To be processed hereunder, a grievance must be reduced to writing, must state the facts upon which it is based and when they occurred, specify the section of the contract which has allegedly been violated, must be signed by the employee filing the grievance, and must be presented to his supervisor within five (5) regularly scheduled working days after receipt of the oral answer to the aggrieved employee and to the Steward within five (5) regularly scheduled working days after receipt of the written grievance. If the answer is mutually satisfactory, the employee or his steward shall so indicate in writing, giving one (1) copy of the settled grievance to the supervisor.

Section 5. Step 3. If the grievance has not been settled at Step Two, and if it is to be appealed to Step Three, a written notice of such appeal must be served upon the Superintendent or his designated representative within two (2) regularly scheduled working days after receipt by the steward and/or the employee of the supervisor's Step Two answer. The Union representative and the Superintendent and/or designee shall meet to consider the grievance within three (3) regularly scheduled working days after the notice of appeal to this step. The Superintendent or his designated representative shall give the Union representative a written answer to the grievance in triplicate, communicated through the mail to an address supplied to the superintendent or his designated representative by the union, postmarked no later than two (2) regularly scheduled working days after the date of such meeting.

Section 6. The Union, if not satisfied with the Superintendent's disposition of the grievance, may within five (5) days of receipt of notification of the Superintendent's disposition, notify the employer of its intent to submit the grievance to mediation. A mediation meeting will be set up as soon as feasible with all parties concerned.

Section 7. Step 4. If the grievance is not satisfactorily settled by any of the above provisions, the Union shall submit the grievance to a committee of the Board of Education through notification of the Superintendent; such grievance must be submitted within five (5) working days after conclusion of mediation or written receipt of the answer from the Superintendent. All grievances as submitted shall be discussed by the committee of the Board and the Union prior to the next regularly scheduled Board meeting, provided that there are seven (7) days available in which to call together the committee. At the end of such meeting the grievant and Union shall be advised of the recommendation to be made to the full Board. The Board of Education will submit the written answer within five (5) days of the Board meeting.

Step 5. If the grievance is not settled by any of the above steps, the Union may, within fourteen (14) calendar days after the receipt of the written answer from the Board of Education, give notice of its intent to submit the grievance to arbitration. In the event the employer and the union cannot agree on the choice of an arbitrator within fourteen (14) days after the Union has notified the employer of its intent to arbitrate, the parties shall obtain a panel of five (5) names from the State Labor Relations Service. The arbitrator shall then be selected from said panel of five (5) names by each deleting in turn one name until only one name remains. The arbitrator may determine the effective date for his disposition of a grievance, shall have full authority in any way the facts justify to alter or change discipline or discharge penalties imposed by the employer. The arbitrator shall have jurisdiction only to interpret, apply in compliance with this Agreement and shall not add to or detract from or alter in any way its provisions. The arbitrator's decision shall be final and binding on both parties. The fees and expense of the arbitrator and the cost of the place of such hearing as is selected for the hearing by mutual agreement of the parties will be equally divided between the employer and the union. The parties shall bear individually the costs of presenting their respective case in arbitration.

#### TIME LIMITS

Time limits may be extended by the employer and the union, in writing; then the new date shall prevail.

- (A) Any grievance not advanced to the next step within the time limit within that step by the employee or the union, shall be abandoned and not subject to further appeal.
- (B) Any disposition of an appeal step which is not issued by the employer within the time limits specified shall result in a forfeiture of further employer disposition on the matter.
- (C) The relief requested in the grievance shall take effect upon confirmation that the time limits provided for disposition by the employer in the above grievance procedure have been exceeded.
- (D) Any employee challenging discharge by reason of lack of just cause shall initiate such grievance in writing as specified in Step 2 within five (5) regularly scheduled work days from the date of discharge and such grievance shall be processed thereafter as any other grievance that reached Step 2.

#### ARTICLE XXXI

##### JOB DESCRIPTIONS

The Employer shall reserve the right to develop and publish job descriptions

for all classifications covered by this Agreement. Copies of all descriptions shall be forwarded to the Union. Upon a showing that any new or modified job description will have a more than de minimis impact on an employee's working conditions, the Union may request, within ten (10) days of having received said job description(s), to meet and confer with the Employer regarding same. If no agreement can be reached concerning said job descriptions, the Union may pursue relief through the Grievance Procedure.

## ARTICLE XXXII

### WAGES

	Effective 7/1/81	Effective 1/19/82
Custodial/Maintenance		
Start	\$4.85	\$4.90
End of Probation	5.20	5.25
6 months	5.45	5.50
1 year	5.65	5.70
18 months	5.85	5.90
2 years	6.20	6.25
Working Lead Maintenance	6.50	6.55
Working Lead Custodian	6.50	6.55
Bus Drivers		
Regular & Extra Run	\$5.75	\$5.80
Extra Middle School (take home)	0.15	0.15
Mechanics		
Start	\$5.40	\$5.45
45 days	6.40	6.45
Working Lead Mechanic	7.00	7.05
Kitchen		
Food Service	\$4.10	\$4.15
Cook	4.55	4.60
Working Lead Cook	5.40	5.45

The forty-five (45) day probationary period may be waived for the purpose of wage rate upon the showing of past experience of satisfactorily performing tasks involved in the position in which the person is to be employed and prior to notification to the union.

All bus driver shall be paid one day's pay at the end of the school year for all required paperwork.

Unused sick leave paid at \$5.00 per day after ten (10) years service and upon retirement.

## ARTICLE XXXII

### INSURANCE

Section 1. The employer shall provide all full-time employees in the Custodial, Maintenance, and Mechanics classification, with full family health insurance under MESSA Super Med health insurance. The employer shall assume the total cost of such coverage.

Section 2. The employer shall provide all employees in the Custodial, Maintenance, and Mechanics classifications with Life insurance coverage on the individual employee, either in conjunction with MESSA Super Med health insurance coverage under Section 1 of this Article, or in supplemental coverage equal to the life insurance coverage in conjunction with the MESSA Super Med health insurance coverage under Section 1 of this Article. The employer shall assume the total cost of such coverage.

Section 3. The employer shall pay \$30.00 per month for each month that a cook or a driver averages 25 hours of work per week. The employee will pay the premiums and the employer will reimburse the \$30.00 each month qualified at the end of each semester. The employer will give credit for the regular scheduled hours on any week day during the school year that school is not held.

## ARTICLE XXXIII

### SEPARABILITY

In the event that any of the provisions of this Agreement shall become invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof.

It is further provided that in the event any provisions are so invalidated this contract shall be reopened for the express purpose of renegotiating such invalidated or unenforceable provisions.

### DURATION

This Agreement shall be in effect from July 1, 1981, to 12:01 a.m. July 1, 1982, and thereafter subject to sixty (60) calendar days notice in writing by either party prior to the expiration date of this Agreement of a desire to amend or modify this Agreement. Such notice shall specify the part or parts of this Agreement to be amended or modified, but shall not be restrictive of the subjects to be negotiated. All provisions not specifically amended or modified through subsequent written agreement shall remain in full force and effect.



(A) In the event of a failure of the parties to reach an agreement upon such amendments or modification through any agreement subsequent 12:01 a.m., July 1, 1932, this written agreement shall be subject to termination upon seven (7) days prior notice by either party.

(B) There shall be no duplication of benefits as a result of this Agreement.

(C) This agreement shall be effective upon ratification and shall continue in full force and effect without change, unless there is a mutual agreement between the Board and the Union to amend the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

LOCAL 586

BLOOMINGDALE SCHOOL DISTRICT

James Shelton

Robert R. Ferrington

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Arline Laracey

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Robert R. Ferrington

Contracting

