

6/30/91

AGREEMENT

Between the

CRESTWOOD SCHOOL DISTRICT

and the

SERVICE EMPLOYEES' INTERNATIONAL UNION

LOCAL 79, AFL-CIO

1988-1991

(OPERATIONS & MAINTENANCE)

Crestwood School District
Dearborn Heights, Michigan

Crestwood School District

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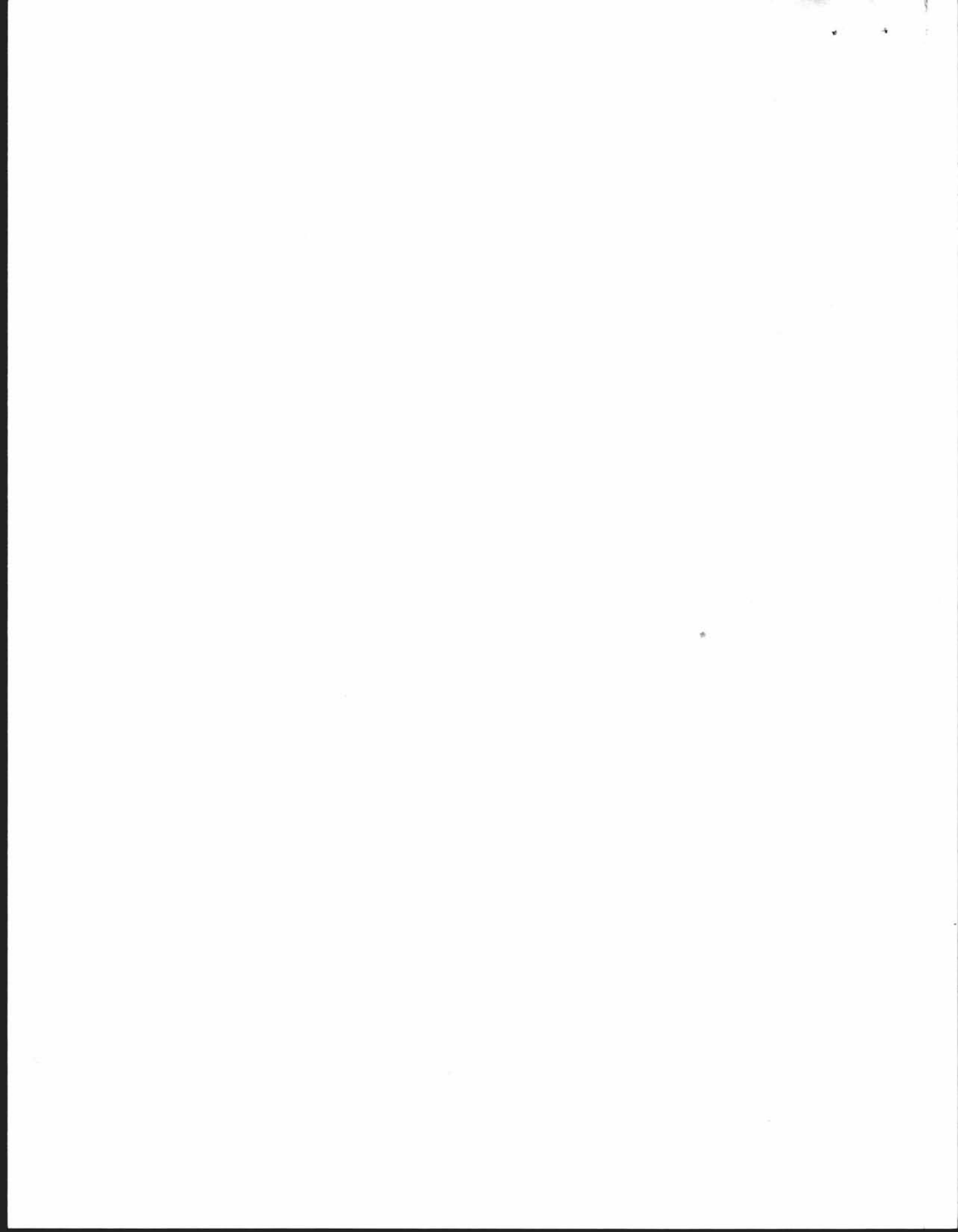


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AGREEMENT

This Agreement made this 11th day July, 1988, by and between the Board of Education of the Crestwood School District, hereinafter called the "EMPLOYER" and Service Employees' International Union, Local 79, AFL-CIO, hereinafter designated as the "UNION".

NOTE: The headings used in the Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the rates of pay, wages, hours of employment and other conditions of employment agreed upon between the parties as required by the Public Employment Relations Act, Act 379 of the Public Acts of 1965, as amended.

ARTICLE I - RECOGNITION

Section 1

The Employer recognizes the Union as the exclusive representative for all custodial, maintenance workers and motor vehicle mechanic employees employed by the Crestwood School District, but excluding head custodians and other supervisory employees with the meaning of the Act, for purposes of collective bargaining in respect to rates of pay, hours of employment or other conditions of employment and agrees not to bargain in respect to the above with any other group or agency during the life of this Agreement.

Section 2

The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

ARTICLE II - UNION SECURITY AND DEDUCTIONS FOR DUES

Section 1

All employees covered by this Agreement following thirty (30) days after the effective date of this Agreement or thirty (30) days after the commencement of employment, whichever comes later, shall have deducted from their pay monthly either:

- (a) Membership dues of the Union, or
- (b) Representation service fees in an amount directly attributable to costs of collective bargaining representation, contract administration and grievance adjustment but not more than the amount of dues uniformly required of members of the Union.

Section 2

The Union shall certify to the Board at the beginning of each school year the membership of the Union subject to deductions of membership dues and the amount of the monthly Union dues to be deducted. The Union shall also certify to the Board at the beginning of each school year the amount of the monthly representation service fee to be deducted, which amount shall be directly attributable to the costs of collective bargaining representation, contract administration and grievance adjustment but not more than the amount of dues uniformly required of members of the Union. These amounts so certified and deducted shall be forwarded to the Union, provided that when an employee objects to the legitimacy of such deductions, the deductions shall be discontinued until a determination of the legitimacy of the deduction has been adjudicated to finality in the proper administrative and/or judicial forums.

Section 3

The Union agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this Article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Union to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this Article, except as provided in Article III, Section 7, (Grievance and Arbitration).

Section 4

The Board of Education shall provide the Union a revised and up-to-date list of employees within the bargaining unit on July 1 of each year.

ARTICLE III - GRIEVANCE AND ARBITRATION

Section 1 - Definition of a Grievance

Except as otherwise provided, a claim by an employee, group of employees, or the Union, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement shall be deemed a grievance under this contract and will be subject to the grievance procedure as hereinafter provided.

Section 2 - Time Limits

The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Employer's last answer. In the event that the Employer shall fail to supply the Union with its answer at a particular step within the specified time limits, the grievance may be processed to the next level.

Section 3 - Time Limits

In computing the time limits below, Saturdays, Sundays, and Holidays are to be excluded.

Section 4 - Initiation of Grievance

An employee accompanied by the Union Steward shall discuss the alleged grievance with his/her immediate supervisor within ten (10) days of the occurrence of the cause for complaint. When notified of the desire of an employee to discuss an alleged grievance, the supervisor shall arrange a time to meet and discuss it within five (5) days of the request for discussion. The supervisor shall have five (5) days after the discussion to provide an answer to the employee.

Section 5 - Appeal Procedure

Step 1

In the event that the employee or Union Steward is dissatisfied with the results of the meeting with the immediate supervisor on the matter or if no answer has been provided to the employee or Union Steward within the specified time line, then the employee or the Union may submit a written grievance on the complaint to the Business Manager within five (5) days of the due date for the supervisor's answer. The appeal shall be to the Superintendent if the Business Manager is the supervisor responsible for the action giving rise to the grievance and with whom the first discussion has taken place. A meeting on the grievance shall take place within five (5) days after receipt of the written grievance. The Business Manager (or

Section 5-Step 1 - Appeal Procedure (Continued)

Superintendent when applicable) shall have five (5) days to respond to the grievance, in writing, setting forth his position on the matter. The response shall be delivered to the Union Steward, with a copy mailed to the Union Business Agent.

Step 2

In the event the Union is dissatisfied with the response at Step 1, within five (5) days after the Union Business Agent has received the response to the grievance the Union Business Agent may request in writing a meeting with the Superintendent or his designee. The Superintendent or his designee shall meet with the Union Business Agent within five (5) days of receipt of the request. The Superintendent or his designee shall have five (5) days to respond in writing setting forth his position on the matter.

Step 3

In the event the Union Business Agent is dissatisfied with the response at Step 2 then the Union may submit the grievance to binding arbitration by filing a Demand for Arbitration with the American Arbitration Association within twenty (20) days from the expiration of the time line for the Step 2 response.

Section 6 - Arbitrator's Authority

The Arbitrator shall be selected according to the rules of the American Arbitration Association which shall also govern the hearing process. The Arbitrator shall have no power or authority to add to, detract from, alter, or modify the terms of the Agreement.

Section 7 - Cost of Arbitration

Each party will bear the full costs of its side of the arbitration and will pay one-half (1/2) of the cost for the arbitrator.

Section 8 - Discharge

Notwithstanding the foregoing procedures for the processing of grievances, protests against the suspension and/or discharge of an employee may automatically bypass the first step on the procedure and be lodged at Step 1 for consideration, commencing as provided at the Superintendent's level. Step 1 meeting on discharge cases shall take place within three (3) days after receipt by the Superintendent of a protest against the discharge. The Union will be notified in writing of the discharge action.

Article III - Continued

Section 9 - Steward Release Time

Every employee has the right to meet with their steward when the employee believes that they have a grievance. Stewards shall be permitted up to forty-eight (48) hours annually in which to investigate grievances which may arise and may be released from their normal duties upon advance notice to their supervisor for this purpose. The steward shall also notify the supervisor of the area entered when arriving to investigate a grievance. The investigation shall not reasonably interrupt the regular work schedule or operation of the location.

ARTICLE IV - HOURS OF WORK

Section 1 - Regular Time

- A. The work day shall consist of eight (8) hours and the work week shall consist of forty (40) hours.
- B. There shall be one fifteen (15) minute rest period for each four (4) hours of work.
- C. An employee shall be given twenty-four (24) hours notice prior to any change in shift or work location. No employee shall be denied any hours normally scheduled for a workday or workweek due to a change in shift or work location.
- D. In the event the employer deems it necessary to close schools due to a snow storm members of the bargaining unit will be notified by their supervisor regarding whether they are to report for work. In the event they are not required to report to work they will receive payment for hours scheduled. If an individual employee is required to work they will be paid in accordance with the overtime provisions.

Section 2 - Overtime

- A. Time and one-half shall be paid for all hours in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. All excess hours must have prior approval of the employee's immediate supervisor.
- B. Time and one-half shall be paid for all hours worked on Saturday in excess of forty (40) hours per week and double time shall be paid for Sunday work in excess of forty (40) hours per week, except for Sunday and Holiday building check which will be paid at time and one-half. All Saturday and Sunday work shall have prior approval of the employee's immediate supervisor.
- C. Opportunities for overtime work on nonscheduled work days shall be offered equally to all seniority employees within a classification. Employees refusing any overtime offered shall be charged the greatest number of overtime hours worked by an employee on that day.

Employees who are transferred to a new classification will be charged with the highest number of overtime hours that exist in that classification.

A current record of overtime worked or refused shall be kept and posted in all buildings for all classifications and a copy shall be provided to the Union Stewards weekly.

Section 2 - Overtime (Continued)

Should a claim be made by an employee at least twenty-four (24) hours prior to the start of the overtime assignment, that he or she should have been assigned instead of someone else, the steward shall be consulted and a final decision made as to who should work the overtime assignment. If the Employer and the steward agree, the matter shall be settled. If they do not agree upon who will work the assignment, it may be contested in the grievance procedure. In all cases of error of assignment, where the claim of error is not brought to the Employer's attention at least twenty-four (24) hours prior to the start of the overtime assignment, the error shall be remedied by assigning the next available overtime which arises within thirty (30) days of the overtime assignment missed. The overtime assigned to remedy the error shall be of equal hours and on the same days of the week as the overtime assignment missed.

- D. Holiday time shall be considered time worked when computing overtime.
- E. There shall be one fifteen (15) minute rest period for each four (4) hours of overtime worked.
- F. Employees assigned to the maintenance department shall sign in and out at the maintenance office when arriving at work and departing at the end of the workday. The only exception to this provision will be when a maintenance employee has been assigned to a full shift at one time

Section 3 - Holidays

- A. The following days each year are recognized as holidays with pay for all full time employees:

Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
Day after Christmas
New Year's Eve
New Year's Day
Good Friday
Monday after Easter
Memorial Day
Independence Day

Section 3 - Holidays (Continued)

- (1) No work shall be scheduled on Labor Day except by special permission from the Union with the exception of the regular building check.
 - (2) The employees shall be granted at their option without pay the day following the 4th of July holiday.
- B. When one of the above enumerated holidays shall fall on Sunday, then Monday shall be deemed the holiday. When one of said holidays falls on Saturday, then Friday shall be deemed the holiday. When Christmas or New Year's Day falls on Sunday, then Monday will be deemed the holiday and Friday will be deemed the day before the holiday. When Christmas or New Year's falls on Saturday, then Friday shall be deemed the holiday and Thursday will be the day before the holiday. When Christmas falls on Monday, then Friday will be deemed the day before the holiday. In the event provisions of this paragraph conflict with the pupil school year the holidays will be scheduled during non-school days. Every effort will be made to make related holidays consecutive.
- C. The employees shall be paid time and one-half for all holidays worked and in addition thereto, shall receive the holiday pay. Holidays are set forth in Section A above.
- D. Notwithstanding anything in this contract contained to the contrary, the workday scheduled before and after the holiday shall be worked to receive holiday pay. The only exception in the contract to this provision shall be with the written consent of the Employer

Section 4 - Call-In-Pay

An employee called to work or permitted to come to work without having been properly notified that there would be no work will be paid at least four (4) hours of employment at his regular straight time hourly rate.

ARTICLE V - WAGE PROVISIONS

Section 1

The Wage Schedule shall be part of and supplementary to this Agreement.

Section 2

It is understood that all employees shall receive only the wages, privileges, working hours, or conditions set forth in this Agreement.

Section 3

Employees assigned to the duties of a Custodian-Leader will be paid at the appropriate rate for any days when they are scheduled as a Leader, excluding periods when working on the same shift with the head custodian.

Section 4

- A. All employees shall be placed on the salary schedule as a Custodian, Custodian-Leader, Maintenance Worker or Motor Vehicle Mechanic.
- B. Custodian shall follow written and oral assignments by the employer and perform all cleaning and related duties including but not limited to sweeping floors, mopping, scrubbing floors, cleaning light fixtures, plumbing fixtures, carpet sweeping and cleaning of blackboards and walls, setting up for meeting and classroom operation.
- C. Custodian-Leader shall follow oral or written assignments by the employer and perform all duties of a Custodian I. Their assignment shall also include supervision of the physical plant and securing of it at times when no head custodian is on duty in the building.
- D. Maintenance worker shall follow oral and written assignments by the Employer, including but not limited to door, window and hardware repair, plumbing repair, glazing, maintenance of equipment and furniture, painting and grounds care. Their assignment shall substantially be full time in the maintenance and upkeep of the buildings, grounds, and equipment of district.

Article V - Wage Provision (Continued)

- E. Motor Vehicle Mechanic shall follow oral and written assignments of the employer and perform all duties required to maintain all motor driven vehicles and equipment. He shall also meet all statutory requirements to operate a school bus and shall perform such bus driving duties as required by the Employer.
- F. Employees in the classification of Maintenance Worker only shall perform glazing duties, except under extreme circumstances which endanger the health of any person or property of the District.
- G. Anyone higher than Custodian, if absent for part or all of a shift, shall be replaced by an employee at the rate of Custodian-Leader.

In the event the work in which an employee is assigned is substantially full time in building or grounds maintenance for a day or part thereof, he shall be compensated at the rate of a maintenance man.

In no event shall a substitute replace an employee at a classification of Custodian-Leader or higher if a regular custodian is available within the building and willing to accept such position.

ARTICLE VI - VACATIONS

Section 1

All full time fifty-two (52) week employees upon completing one (1) year employment with the Employer shall be entitled to vacation days with pay on the basis of five-sixths (5/6) day for each month remaining between the anniversary date of hire and subsequent July 1. Those forty (40) hour employees who work less than full time (52 weeks) shall be entitled to vacation on the same basis for each one hundred sixty-one (161) hours on the payroll. Those employees scheduled for less than forty (40) hours a week shall qualify on the above basis for each one hundred seventeen (117) hours of work.

Section 2

All full time employees shall be entitled to paid vacation based on seniority as of July 1 according to the following schedule:

1 year	-	2 weeks
5 years	-	3 weeks
10 years	-	4 weeks

Employees shall be entitled to three (3) weeks or four (4) weeks vacation upon the appropriate anniversary date of hire as provided above. If such day is other than July 1, the additional vacation period shall be prorated on the ratio of five-fourths (5/4) day and five-thirds (5/3) day for three (3) and four (4) weeks vacation respectively for the period from their anniversary date to the following July 1.

Those full time fifty-two (52) week employees who are on the payroll less than twelve (12) months in any year shall be entitled to paid vacation on the basis of five-sixths (5/6) day for each one hundred sixty-one (161) hours on the payroll for employees scheduled for forty (40) hours a week or one hundred seventeen (117) hours for those employees scheduled for less than forty (40) hours a week. In no event shall the number of days exceed the schedule above.

Reference to five-sixths (5/6) day reflects eligibility for two (2) weeks of paid vacation. Ratios of five-fourths (5/4) day and five-thirds (5/3) day shall be used for three (3) week and four (4) week vacation periods, respectively when applicable.

Article VI - Vacations Continued)

Section 3

All employees must take their vacation during each contractual year and shall schedule all vacation periods on non-instructional days, except when permission is received from the Employer. Employees may carry-over from the preceding school year to the subsequent school year up to one (1) week of their entitled vacation. However, all carry-over vacation days must be taken during the summer recess.

Section 4

All accrued vacation will be paid to the employee by the Employer when employment is severed for any reason excepting disciplinary reasons outlined in Article VIII.

Section 5

If a holiday occurs during vacation period of any employee, such employee shall receive an additional day's vacation with pay.

ARTICLE VII - SENIORITY

Section 1 - Definition

- A. Seniority shall be granted to all bargaining unit members that have successfully completed their probationary period. A probationary period shall extend for sixty (60) worked days from the date of most recent hire. The probationary period may be extended for employees who have been absent during the probationary period due to an extended illness or accident. Upon completion of the probationary period the employee shall be placed on the seniority list according to the date of most recent hire.
- B. Seniority shall be determined from the date of most recent hire within the bargaining unit.

Section 2 - Loss of Seniority

Seniority rights shall be lost for any of the following reasons:

- A. Employee quits.
- B. Employee does not report for work on a call-back within two (2) calendar days after being notified by telegram or registered mail, at last know address, exception being extenuating circumstances which are to be detailed by the employee to his immediate supervisor, building principal or the Superintendent of Schools. Such circumstances must be reported, verified and approved within the next two (2) days referred to above.
- C. Employee is discharged for just cause.
- D. Employee is laid off for a period of one (1) year or the length of their service, whichever is greater, but not to exceed four (4) years.
- E. Employee retire.

Article VII - Seniority (Continued)

Section 3 - Layoff

- A. Layoff In the event it becomes necessary to lay off employees because of lack of work, probationary employees will be laid off first, then those employees with the least seniority in the classification affected will be laid off. Notwithstanding the foregoing, employees in the classification of maintenance worker or motor vehicle mechanic may bump employees with less seniority in a lower classification. No employee being laid off may bump an employee in a higher classification.
- B. Recall In the event it be comes necessary to recall seniority employees who have been laid off, employees on lay off will be recalled in order of greatest seniority within classification.
- C. An employee shall not be required to accept temporary work or reduced hours in order to retain their seniority.
- D. Where two or more present employees have the same date of hire a drawing of lots will occur within thirty (30) days after the approval of this contract to determine a ranking order for purpose of lay off and recall.

The relative seniority of future employees hired on the same date shall be determined by ranking employees on the seniority lists in descending numerical order of the last four digits of their social security number.

ARTICLE VIII - DISCIPLINARY ACTION AND DISCHARGE

Section 1

The first ninety (90) calendar days after hire for all new employees shall be considered a trial period as defined in Article VII, Section 1-A, and employees who have completed their trial period shall be discharged for just cause only. Probationary employees may be discharged within the Employer's sole discretion at any time within the trial period without recourse through the grievance procedure.

Section 2

When an employee within the bargaining unit completes this probationary period, the Employer shall immediately notify the Union.

Section 3

The Employer shall not discharge or suspend any non-probationary employee without just cause and in respect to discharge or suspension the Employer shall at first give at least one warning notice of the complaint in writing with a copy for the Union. The warning notice shall remain in effect for a period of six months after which time it shall not be used as the basis for discharge or suspension. It is agreed that no warning notice shall be required for:

- (a) Dishonesty,
- (b) Drunkenness,
- (c) Willful or aggravated destruction of property
- (d) Insubordination,
- (e) Fighting,
- (f) Aggravated refusal to discontinue drinking prior to or while on the job
- (g) The loss of seniority,
- (h) Absent without authorized leave for two days or more,
- (i) Breach of employment contract,
- (j) Failure to comply to the reasonable rules, regulations and directions of his immediate supervisor or the administrative agent of the employer, and
- (k) Breach of moral turpitude.

In the event the employee feels his discharge is unjustified he may utilize the provisions of the Grievance Procedure contained in Article III.

ARTICLE IX - LEAVES OF ABSENCE

Section 1

In the event of extended illness or disability requiring a written leave of absence without pay, the position of the employee shall be considered vacant and shall be filled by the hiring of a probationary employee. Unless employees in the same classification are on lay off, in which event provisions of Article VII, Section 3-B, will apply.

Section 2 - Unpaid Leaves

Any employee granted an unpaid leave of absence must notify the Employer of their intent to return to work or resign within fifteen (15) days prior to the last day of their leave of absence. Failure to make such notification shall result in discharge. Request for leaves of absence without pay and other employer paid benefits may be submitted by employees with at least one (1) year of seniority.

- A. Medical. A leave of absence shall be granted to an employee, who is medically certified as physically unable to perform their duties of employment and who have exhausted all paid sick days, for the duration of the illness or disability, but not to exceed one (1) year. Seniority will accumulate during such leave. Extension of up to one (1) year may be granted by the Employer. Seniority will accumulate during such leave.
- B. Other. A leave of absence for other reasons may be granted, at the discretion of the Employer, for a period of up to three (3) months. By mutual agreement such leave of absence may be extended, but not to exceed one (1) year. Seniority will accumulate during such leave.
- C. Military. In the event of conscription or enlistment in the Armed Services of the United States, the employee shall be granted a leave of absence. They will accumulate seniority and will be returned to work in line with seniority providing they report within ninety (90) days after discharge.
- D. Public Office. The Employer may grant a leave of absence to any employee who is elected to serve in public office. Seniority will accumulate during such leave.

Section 3 - Sick and Personal Leave

- A. Each member of the bargaining unit will July 1 of each year be credited with ten (10) sick leave days (non-accumulative), three (3) days of which may be used for personal reasons. New employees completing their probationary period after July 1, of any fiscal year, shall be credit with five-sixths (5/6) of a sick leave day for each month remaining in the fiscal year subsequent to completion of their probationary period. The determination of the proration of personal days shall be computed in the same manner.
- B. The purpose of such leave shall be to insure the employee against loss of income because of absence due to illness or transactions of personal business which cannot be taken care of outside the regular working day.

Requests for personal business leave days must be made at least forty-eight hours in advance and approved by the supervisor. In the case of emergency, the time requirement may be waived. Employees shall provide evidence to verify the need for personal days. In the event the employee is unable to provide such evidence or if in the opinion of the supervisor the evidence is not satisfactory the employees request for personal days shall be referred immediately to the Business Manager for review.

Acceptable reasons for use of personal days include legal business, funerals, and medical appointments for members of the immediate family.

- C. Effective with the approval of this contract by both parties, all employees with accumulated leave days will use such days after exhaustion of the ten (10) days granted each year in the event of illness only. For all employees who have no accumulated sick leave days, or any who exhaust accumulated sick days in the future shall be covered by the Managed Sick Leave Program (M.S.L.P.), as provided in Article X, Section 4.
- D. If a holiday occurs while an employee is off due to illness the day will be paid as holiday and will not be deducted from either the annual leave days granted or any accumulated sick leave credit.

Employees receiving benefits under the M.S.L.P. as provided in Article X, Section 4, shall receive paid holidays from the Employer for the balance of the contract year. Employees continuing to receive benefits beyond the contract year shall not be entitled to holidays or other benefits.

E. Employees exhausting sick days shall upon eligibility for the M.S.L.P. submit a written request for a leave of absence for medical reasons. Approval of such request will not affect eligibility for benefits under the M.S.L.P.

Section 4

An employee shall be entitled to three (3) days of paid funeral leave as a result of death in the employee's immediate family, or one (1) paid bereavement day if notification of death occurs on a workday and the employee does not attend the funeral. Immediate family defined as spouse, children, mother and father (natural or adoptive), mother-in-law, father-in-law, grandparents, grandchildren, brother or sister. Said days shall not be cumulative.

Section 5

A report of unused leave days shall be distributed annually for each employee.

Section 6

The Employer may grant a personal leave of absence, without wages, during the Christmas/New Year's student recess period to any employee(s) requesting the leave by November 1. In deciding to grant the requested leave, such factors as manpower needs, building cleaning schedules, requested vacations, availability of temporary and/or substitute employes, etc., will be considered, but the decision of the Superintendent of Schools, or his designee, shall be final and shall not be the basis of a grievance.

ARTICLE X - INSURANCE

Section 1 A. The Board shall provide without cost to the employee, coverage for hospital-surgical-medical benefits. Coverages shall be the hospital expense benefits provided for semiprivate accommodations under the comprehensive hospital care certificate of Michigan Hospital Service with MVF-2 and Master Medical with sponsored dependent, G 65-D and coordination of benefits riders; and the surgical-medical expense benefits provided under the employment group benefits certificate of Michigan Medical Service with MVF-2, sponsored dependent, member liability, and coordination of benefits riders, and the Prescription Drug Program with a \$2.00 co-payment.

B. Employees or spouses of employees who enroll in Medicare Part B shall be reimbursed by the school district for the cost of such coverage. Reimbursement shall be included in the first pay check of each month commencing with the first month after presentation of the Medicare card. Following notification of enrollment in Medicare Part B a new Blue Cross-Blue Shield card will be issued to reflect the change in insurance coverage.

Section 2

A term life insurance policy will be provided to each member of the bargaining unit with a face value of \$15,000.

Section 3

Medical insurance shall be available to employees on leave of absence as provided below:

A. Employees on compensable injury leave shall receive fully paid hospital insurance as provided in Section 1 above for a period of ninety (90) days after the initial date of such leave, notwithstanding the provisions of Article VI, Section 3, employees will be allowed to take accrued vacation days prior to commencement of any compensable injury leave.

In addition employees on compensable injury leave may purchase medical insurance through the Employer Group Insurance plan for a period of up to one hundred eighty (180) days, or until the end of the fiscal year, whichever occurs later.

Section 3 B - Insurance Continued

- B. Employees who exhaust all paid leave days and are granted an unpaid medical leave of absence shall be entitled to Employer paid medical insurance for a period of ninety (90) days commencing with the initial date of the leave of absence. Such employees at the end of the ninety (90) days, if still on leave of absence, may purchase medical insurance through the Employer Group Plan to continue coverage to the end of the leave of absence. If either date is other than the first of the month the monthly premium will be pro-rated between the employer and the employee.
- C. Employee on unpaid leave of absence, other than as provided above, may purchase medical insurance through the Employer Group Plan commencing with the first day of the leave of absence and ending with the last day of the leave of absence. If either date is other than the first of the month the monthly premium will be pro-rated between the employer and the employee.

Section 4

The Board shall provide to all members of the bargaining unit a "Managed Sick Leave Program" with benefits coordinated after exhaustion of leave days at a rate of 70% of their weekly rate continuing to the end of the contract year. Benefits shall continue beyond the contract year at a rate of 50% of the employees gross wages at the time of claim for a period of disability, but never beyond the mandatory retirement age. All members of the bargaining unit upon reaching the mandatory retirement age shall only be entitled to benefits at seventy percent (70%) of their wages for the remainder of the contract year in which they are disabled.

Section 5

The Board shall provide without cost to the employee coverage for dental benefits. Coverage shall provide for eighty percent (80%) co-payment for routine treatment, fifty percent (50%) co-payment on major treatment, with an annual benefit of \$750.00 on each eligible member of an employee's family. Orthodontic coverage shall provide 50% co-payment and a lifetime maximum of \$750 for each eligible member of employee's family. Dependent's shall be defined within the insurance contract.

ARTICLE XI - RETIREMENT

Section 1

The Employer agrees to make payment to the Michigan School Employees Retirement Fund an amount equal to five percent (5%) of the gross earnings of each member of the bargaining unit.

Section 2

Upon completion of twenty-five (25) consecutive years of employment in the school district the retiring employee shall receive a stipend of six hundred (\$600) dollars. For each five (5) year period or proration thereof, less than twenty-five (25) years the stipend shall be reduced by one hundred (\$100) dollars to a minimum of ten (10) years of service. Such payment shall be made immediately to employees who have reached the mandatory retirement age. All other eligible employees may receive such payment after at least one (1) year of retirement in which time no unemployment compensation claim has been filed against the Employer. In the event of death of the retiree prior to the one (1) year requirement the benefit shall be paid to the retiree's estate.

Section 3

The Board may adopt a mandatory retirement policy which requires retirement of employees at the minimum age permitted by law.

ARTICLE XII - BULLETIN BOARD

The Employer agrees to provide bulletin board in each building so placed as to be accessible to all employees covered by this Agreement, exclusively for Union announcements and notices of meetings.

ARTICLE XIII - LOCKER & WASHROOM FACILITIES

Section 1

The Employer agrees to provide adequate locker and washroom facilities for all employees covered by this Agreement. In the event of a dispute between the Employer and the Union relative to the adequacy of such facilities, the said dispute shall be resolved according to the terms of the Grievance Procedure.

Section 2

When an employee is required to work under conditions causing them to become completely covered with dirty and grease they shall be granted cleanup time not to exceed thirty (30) minutes.

ARTICLE XIV - MILEAGE

Whenever an employee is required by his immediate supervisor to use his own automobile for the Employer's business he will be reimbursed at the rate of seventeen cents (.17) for all miles driven, or at the prevailing rate established by Board policy

ARTICLE XV - MISCELLANEOUS

Section 1 - Safety

- A. The Board of Education shall make reasonable provisions for the health and safety of its employee during the hours of their employment. The Board will cooperate with the Union in investigating health and safety conditions and will carefully consider any recommendations made by the Union in respect thereto. The Union will cooperate in assisting and maintaining the School Board's rules regarding health and safety.
- B. Equipment shall be kept in good conditions. Workers may refuse to use any equipment which might prove hazardous due to lack of repair if the same is determined by their immediate supervisor.
- C. The Employer shall provide a reasonable quantity of work gloves for use of the employees. Employees in the categories Maintenance Worker, or Motor Vehicle Mechanic shall receive \$100.00 per school year for the purchase of three (3) pair of work uniforms. Care of said uniforms shall be the responsibility of the employee.
- D. Protective wearing apparel such as knee boots and raincoats shall be available for all employees required to work in inclement weather.
- E. Where the safety of an employee may be endangered due to work at an elevation of one or more stories in height or performing work in a crawl space tunnel, two employees will be assigned to the job.

Section 2 - Job Posting

When the need arises to hire a new employee to fill a job vacancy within any job classification, the Board shall notify the Union of such vacancy in writing, and shall post notices of such vacancy on all bulletin boards for a period of four (4) days. Employees desiring to be considered for such vacancy shall notify their immediate supervisor in writing during such four (4) day period. The selection of an employee to fill such vacancy shall be made on the basis of seniority and the skill required to perform the job. Any upgrading to fill a job vacancy shall follow the procedure mentioned above. When notices pertaining

Section 2 - Job Posting (Continued)

to the employees are posted, the Union shall be provided a copy of the notice and will acknowledge the receipt of same by initialing a copy for the records of the Employer.

Section 3 - Snow Removal

Excluding persons operating snow removal equipment, workers shall not be required to work outdoors in inclement weather except in emergencies or when deemed necessary by their supervisor. Custodial personnel may be asked to clean porches and stairs and a portion of adjoining sidewalk not to exceed a distance of three (3) feet except for the entrances to buildings. During emergencies or blizzard conditions, Custodial personnel may be required to assist in snow removal work.

Section 4 - Scrub Team

When classroom and hallways are to be scrubbed and waxed, the scrub team shall consist of a minimum of two (2) employees. Large spaces such as gymnasiums or cafeteriums, the Employer will attempt to provide three (3) employees for the scrub team.

Section 5 - Conference Training

Those employees selected by the Employer to attend the annual Lansing Conference for Plant Operation and Transportation shall receive no loss of regular pay and shall receive remuneration for expenses incurred in accordance with appropriate Board of Education policies.

Section 6 - Intra-School Mail

Union Steward shall be granted the use of intra-school mail.

Section 7 - Payroll Checks

Payroll checks will be distributed on Thursday evenings prior to the regular pay day to afternoon shift employees. If any such employee is absent on a regular basis on Fridays following distribution of checks this requirement may be revoked in their case.

Article XV - Miscellaneous (Continued)

Section 8 - Tuberculin Test

Tuberculin tests are required of public school employees every three (3) years. The cost of such test will be reimbursed by the Employer at the prevailing rate charged by the Wayne County Health Department or the actual cost, whichever is lower. A receipt must be presented to receive reimbursement.

Section 9 - Work Assignments

The Employer will make work assignments within a building which will distribute the work load in an equitable manner. Whenever any employee questions the equity of an assignment representatives of the Employer and the Union will meet to resolve the issue before instituting the provisions of the Grievance Procedure as set forth in the contract.

Employees in the bargaining unit shall not be assigned to supervise pupils.

Section 10 - Re-openers

If during the term of this 1988-1991 Agreement the Employer agrees to grant to its teachers a holiday(s) which is not listed in Article IV, Section 3A and is in addition to the four (4) holidays provided for in Schedule C of the 1985-88 teacher collective bargaining agreement, then this Agreement shall, upon thirty (30) days written notice by the Union, be re-opened for negotiations. If through negotiations an agreement is reached to provide the additional holidays(s) to the employees covered by this Agreement, then that holiday(s) shall be added to the enumerated holidays set forth in Article IV, Section 3A.

If during the term of the 1988-1991 Agreement the Employer agrees to provide optical insurance to its teachers, then this Agreement shall, upon thirty (30) days written notice by the Union, be re-opened for negotiations. If through negotiations an agreement is reached to provide optical insurance to the employees covered by this Agreement, the terms and conditions of the optical plan shall be added as Section 6 of Article X of this Agreement.

The re-opener clauses set forth above are for the limited purposes described therein and accordingly, if a re-opening occurs, all of the Articles and Sections of the collective bargaining agreement shall nevertheless remain in full force and effect.

Section 11 - Asbestos Removal

If the Employer assigns employees to remove asbestos, and not independent contractors, then the Employer will assign two employees to work together to perform the particular assignment when two persons are mandated under the Toxic Substances Control Act, being 15 USC 2601, et seq., as amended. Provided, however, an alleged violation of this Section shall not be the basis of a grievance or subject to the grievance procedure.

Section 12 - Copies of Contract

The Employer shall provide the Union with fifty (50) copies of this Agreement.

Prior to printing the 1988-91 collective bargaining agreement, the Employer and Union will prepare a detailed Table of Contents and/or a detailed Index.

ARTICLE XVI - RIGHTS OF THE BOARD

Section 1

There is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitution of Michigan and the United States or which have heretofore properly exercised by it, excepting where expressly limited by the provisions of this Agreement.

Section 2

The Board retains the right, among others, to establish and equitable enforce reasonable rules and personnel policies relating to the duties and responsibilities of employees and their working conditions which are not inconsistent with the provisions of this Agreement. The Board agrees, however, that prior to taking action of any such rules or personnel policies, established by it related to hours, wages and working conditions of the employee, it shall give the Union reasonable notice of any proposed rules or policies. Such notification shall be given to afford the Union the opportunity to consult with the Board as to the same before it takes action thereon. The parties agree that emergency situations may arise where prior notification and consultation are not possible.

Section 3

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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.

ARTICLE XVII - SUBCONTRACTING

The Employer agrees that it will not enter into any subcontract for the performance of the employee's work that would deprive those persons employed at the execution of this Agreement from performing their regularly scheduled workday during the term of this contract.

ARTICLE XVIII - NO STRIKE CLAUSE

The Union, its officers, representatives and members agree that it shall not strike for any purpose during the term of this contract. The Union, its officers, representatives and

members further agree they shall not directly or indirectly direct, instigate, participate in, encourage or support any strike against the Employer or the school district.

ARTICLE XIX - DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1988, and shall continue in effect until the 30th day of June, 1991.

This Agreement shall then continue in effect thereafter from year to year, unless on party or the other gives notice in writing, at least sixty (60) days prior to the expiration of this Agreement., of the desire to terminate the Agreement or modify its terms.

Dated this 11th day of July, 1988.

FOR THE EMPLOYER:

FOR THE UNION:

CRESTWOOD SCHOOL DISTRICT

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 79, AFL-
CIO

Betty J. Schrock
By:

Paul Polcinichis
By: President

President
Title

Robert P. Pughlawicz
By: Suburban Area Coordinator

UNION NEGOTIATING COMMITTEE

By Maugh A. Bell

By Bette Schrock

By Louis Lynn

WAGE SCHEDULE A

JULY 1, 1988 - JUNE 30 1989

	<u>START</u>	<u>90 DAYS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>
CUSTODIAN	9.30	9.39	9.49	9.60
CUSTODIAN LEADER			9.79	9.90
MAINTENANCE WORKER	10.57	10.78	10.97	11.16
MOTOR VEHICLE MECHANIC	10.57	10.78	10.97	11.16

JULY 1, 1989 - JUNE 30, 1990

CUSTODIAN	9.75	9.84	9.94	10.05
CUSTODIAN LEADER			10.24	10.35
MAINTENANCE WORKER	11.02	11.23	11.42	11.61
MOTOR VEHICLE MECHANIC	11.02	11.23	11.42	11.61

JULY 1, 1990 - JUNE 30, 1991

CUSTODIAN	10.20	10.29	10.39	10.50
CUSTODIAN LEADER			10.69	10.80
MAINTENANCE WORKER	11.47	11.68	11.87	12.06
MOTOR VEHICLE MECHANIC	11.47	11.68	11.87	12.06

LETTER OF AGREEMENT between the CRESTWOOD SCHOOL DISTRICT AND
SERVICE EMPLOYEES' INTERNATIONAL UNION

SENIORITY STATUS PURSUANT TO ANNEXATION OF SCHOOL
DISTRICT OF NORTH DEARBORN HEIGHTS

- A. Employees who have become bargaining unit employees pursuant to the annexation of the School District of North Dearborn Heights by the Crestwood School District shall be merged on the seniority list for the bargaining unit according to the revised seniority list as attached

- B. Employees who have become bargaining unit employees pursuant to the annexation of the School District of North Dearborn Heights by the Crestwood School District and whose former position in the School District of North Dearborn Heights regularly entailed maintenance duties shall be given preferential placement for the next available Maintenance Worker positions in the Crestwood School District as they arise. When such an opening arises Maintenance Worker position shall be filled with the most senior employee with preferential placement for a Maintenance Worker position without the necessity of posting the position. The employee with preferential placement for a Maintenance Worker position will be given only one opportunity for preferential placement and if the employee declines the opportunity for placement in the Maintenance Worker position will lose the right to preferential placement.

- C. Maintenance Workers employed by the Crestwood School District in Maintenance Worker positions prior to May 7, 1985 shall not be displaced from their present positions for any purpose by an employee who has become a bargaining unit employee pursuant to the annexation of the School District of North Dearborn Heights by the Crestwood School District.

- D. Those persons continuing on leave status and receiving disability benefits from their employment with the School District of North Dearborn Heights shall not be entitled to the benefits of this collective bargaining agreement between Local 79, Service Employees' International Union, AFL-CIO, and the Crestwood School District, until they can return to active employment and meet the eligibility requirements for coverages. Right to return from such leave shall be governed as though the person was on leave according to this collective bargaining agreement. Any person returning from such leave who has been given preferential placement for a Maintenance Worker position will be returned as a custodian according to seniority and must await the next available opening after return for placement as a Maintenance Worker.

LETTER OF UNDERSTANDING

The Employer will advance a separate payroll check, representing vacation pay only, to eligible employees under the following conditions:

1. The Employee, on or before June 1 preceding his/her vacation, has filed a written request with the business office for an advance vacation check.
2. The vacation check represents pay for ten (10) or more consecutive earned but unused vacation days to be taken by the employee during the non-instructional days in July or August.
3. The regular pay date falls during the employee's scheduled vacation.

If the preceding conditions have been met, the Employer shall issue to the the employee the separate "vacation check" prior to the employee's scheduled vacation.

This Letter of Understanding will expire September 1, 1989 unless extended by the Employer and Union.

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