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6/30/90

AGREEMENT  
between the  
VAN BUREN PUBLIC SCHOOLS  
and the  
VAN BUREN BUILDINGS AND GROUNDS EMPLOYEES  
ASSOCIATION, MESPA, MEA, NEA  
1986-1990

*Van Buren Public Schools*

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Section 2. Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty days from the first day of regular employment shall/ as a condition of employment, tender a service fee to the Association in accordance with applicable state and federal laws but which in no event may exceed the membership dues uniformly required to be paid by members of the Association (including local/ state, and national dues); provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided for dues elsewhere in this Agreement. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Association's Constitution and Bylaws. In the event that an employee shall not tender such service fee directly to the Association or authorize payment through payroll deductions as herein provided/ the Employer shall, upon the written "request of the Association, terminate the employment of such employee within thirty days of receipt of the Association's request. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just cause for discharge from employment.

Section 3. An employee who denies that he has failed to tender required service fees may request to meet with the Director of Business Affairs to review the question of whether he has failed to tender said fees.

Section 4. During the period of this Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Association dues and service fees from the pay of employees who sign authorization forms. The Employer shall forward such payments to the Association. The Association accepts full responsibility for the authenticity of each authorization. Such dues or service fees will be payroll deducted on the second pay of each month for a ten-month period. It is understood that the Association will submit payroll deduction authorizations to the Employer's Business Office at least two weeks in advance of the pay on which deductions are to be made.

Section 5. In the event of any action brought against the Employer in a judicial or administrative proceeding because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel. The Employer shall give timely notice of such action to the Association and permit the Association's intervention as a party if it so desires. The Association will protect, save harmless and indemnify the Employer from any and all court costs, claims, demands, suits, judgments, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this Article of the Agreement.

## ARTICLE III

### EMPLOYER'S RIGHTS

A. The Employer retains the sole right to manage and conduct its operations and to comply with its obligations in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes a violation of any express term of this agreement.

B. Without limiting to any extent the generality of the foregoing, and solely for purposes of illustration, the Employer shall have the right "to decide the number and location of schools and other facilities, employee work schedules, services and programs to be offered, selection of machinery and equipment, and amount of supervision necessary.

C. It is further recognized that the responsibility for the selection and direction of the working forces, including the right to hire, suspend or discharge employees for proper cause, promote or transfer employees, determine the hours of work and the amount of overtime to be worked, to relieve employees from duty because of lack of work, financial constraints or for other legitimate reasons, is vested exclusively in the Employer subject to the provisions of this Agreement.

D. The Employer shall also have the right to promulgate at any time and to enforce any rules, policies and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the School District so long as they are not inconsistent herewith.

E. None of the above rights or functions of the Employer shall be exercised in a manner inconsistent with the express terms of this agreement.

## ARTICLE IV

### NO STRIKES OR LOCKOUTS

Section 1. No employee shall, either directly or indirectly take part in or cause or attempt to cause any strike of any sort whatsoever, either complete or partial against the Employer; furthermore, employees shall not engage directly or indirectly in any stoppages of work. Any employee who engages in any such prohibited conduct shall be subject to discipline or discharge. The grievance procedure set forth herein provides the sole remedy for the settlement of employee grievances.

Section 2. The Association agrees that neither it nor any of its representatives or members shall, either directly or indirectly, authorize, assist, permit, encourage, condone, defend, or in any way participate in or lend support to any of the conduct which is prohibited in Section 1 above. The Association further agrees that it will use its best efforts to prevent any such prohibited conduct.

Section 3. The Employer agrees that it will not lock out any employees during the term of this agreement or during any period during which a successor agreement is being negotiated by the parties. If there is a strike by any other unit of the Employer and employees covered by this Agreement are laid off, such action shall not be construed to be a lockout.

## ARTICLE V

### SPECIAL CONFERENCES

Special conferences for important matters of mutual interest will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Association. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Members of the Association shall not lose time or pay for time spent in such special conferences. A representative of the MEA-MESPA may attend special conferences.

## ARTICLE VI

### GRIEVANCE PROCEDURE

Section 1. Any employee aggrieved by an alleged violation of this Agreement (excluding termination of employment which shall be governed exclusively by Section 2 below), shall, within ten work days of the occurrence of the event giving rise to the grievance, request a meeting with his immediate supervisor to discuss and make an effort to resolve the grievance. (A grievance regarding an action by a Central Office Administrator may begin at Step 2.) If the grievance is not settled, the employee shall, within fifteen work days of the occurrence of the event that gave rise to the grievance, file a written grievance with his immediate supervisor. The grievance shall be handled as follows:

- Step 1. Within five work- days of receipt of the written grievance, the Association representative and the employee's supervisor shall schedule a meeting to attempt to resolve the grievance. The supervisor shall, within five work days following the meeting, render a written decision to the grievance. A copy of this decision shall be forwarded to the grievant(s) and the Association representative.
- Step 2. If a satisfactory resolution of the grievance is not reached at Step 1, the Association representative shall, within five work days of receipt of the decision at Step 1, submit the grievance to the Director of Business. The Director of Business and the Association shall schedule a meeting within five work days to attempt to resolve the grievance. The Director of Business shall, within five work days following the meeting, render a written decision to the grievance. A copy of this decision shall be forwarded to the grievant(s) and the Association representative.
- Step 3. If a satisfactory resolution of the grievance is not reached at Step 2, the Association representative shall, within five work days of receipt of the decision at Step 2, submit the grievance to the Superintendent of Schools. The Association representative and the Superintendent of Schools shall schedule a meeting no later than thirty calendar days from the date the grievance is received. The Superintendent of Schools shall submit a final determination of the grievance to the grievant and the Association representative within fifteen calendar days following the meeting.

Section 2. A seniority employee who believes he has been terminated without just cause may file a grievance with the Director of Business within five work days of the employee's and Association's receipt of notice of termination by the Employer.

Within ten work days thereafter, The Association representative and the Director of Business shall schedule a meeting to attempt to resolve the grievance. Within ten work days following the meeting the Director of Business shall transmit a written response to the grievance to the grievant and the Association representative.

If the Association does not agree with the response of the Director of Business it may submit the grievance to final and binding arbitration, subject to the following terms and conditions:

- A. No grievance other than that concerning the termination of a seniority employee's employment shall be subject to arbitration.
- B. No later than five work days following receipt of the response of the Director of Business, the Association shall provide written notice to the Director of Business of its desire to submit the grievance to arbitration. If the parties cannot agree on the selection of an arbitrator within ten work days following the Association's notice of desire to arbitrate, the Association shall, within twenty work days of the response of the Director of Business, file a Demand for Arbitration with the American Arbitration Association, a copy of which shall be concurrently filed with the Director of Business. Selection of the arbitrator shall be in accordance with the rules and regulations of the American Arbitration Association.
- C. If an employee's termination is not grieved, or if it is grieved and not appealed to arbitration, in accordance with the procedure and time limitations hereinabove provided, the Employer's last administrative disposition of the matter shall be considered final and binding on the Association and employee(s) involved.
- D. If a matter is brought before an arbitrator for decision, the arbitrator shall have no power to alter, add to or to subtract from the terms of this Agreement, nor shall he substitute his discretion for that of the Employer where such discretion has been retained by the Employer, nor shall he exercise any responsibility or function of the Employer. The arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Employer, the Association, and the employee(s) involved.
- E. The fees and approved expenses of the arbitrator shall be shared by the Association and Employer equally. The Employer and the Association shall be responsible for compensating their own representatives and witnesses.

- F. Regardless of how the arbitrator is selected, the arbitrator shall convene and conduct the hearing, render his award, and otherwise conduct the arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association through its conventional process.
- G. No employee or group of employees, other than the Association, shall have the right to initiate an arbitration proceeding hereunder.

Section 3. Unless extended by mutual consent of the parties, the time limitations specified herein shall be the maximum time allowed. Failure to comply with the time limits on the part of any administrative agent of the Employer shall permit the grievance to proceed to the next step. If a grievance is not initiated within the time limits specified herein, or if a grievance is not appealed within the time limits specified herein, further processing of the grievance shall be barred and the grievance shall be considered to have either been settled in accordance with the last administrative disposition made by the Employer or to have been abandoned with the same effect as if it had been settled by the Employer's last disposition.

Section 4. The term "work days" when used in this Article shall refer to days that the Employer's administrative offices are open for regular business.

## ARTICLE VII

### EMPLOYMENT

Section 1. All applications for employment in the bargaining unit shall be made, in writing, to the Director of Business or other designated official according to the procedure adopted by the Employer.

Section 2. All employees shall keep the Business Office notified of their current address and telephone number. Every effort will be made to place employees nearest their home when vacancies occur.

Section 3. If a regular position vacancy occurs in the bargaining unit, and if the Employer determines to fill such position, the position shall be posted on the bulletin board for a period of five work days. The posted notice shall include building location, shift and starting salary. Seniority employees may make a written application for posted position vacancies. The Employer shall consider the minimum requirements for the position, past performance, ability, seniority, merit and attendance in filling a position vacancy. If a seniority employee is awarded a position vacancy, the



employee shall be considered to be on trial in his new status for ninety calendar days and if during that period he is laid off or it is determined that his services in his new status are unsatisfactory, he shall be transferred back to his former status without loss of seniority.

Section 4. The Employer may fill temporary positions through the transfer of bargaining unit members or the assignment of substitute, temporary, casual or other non-bargaining unit employees. A bargaining unit employee who is transferred to fill a temporary vacancy in a different classification shall receive the rate of pay of his regularly assigned job classification or the rate of pay of the job classification to which he is temporarily assigned, whichever is greater. Temporary reassignments of current employees shall not be limited to emergency situations nor a critical activity related to the total operation of the school system, but ordinarily shall not exceed ninety days. Temporary assignments or reassignments shall be at the discretion of the Supervisor of Buildings and Grounds with the concurrence of the Director of Business.

Section 5. The regular work day for regular full-time employees shall consist of eight hours, exclusive of an unpaid .thirty minute lunch period. The regular work week of a regular full-time employee shall consist of five consecutive work days, Monday through Friday, for a total of forty work hours in any one week. This provision shall in no way be construed as a guarantee of work or time.

Section 6. Three shifts are recognized under this Agreement:

- Morning Shift                    7:00 A.M. to 3:30 P.M.
- Afternoon Shift                3:30 P.M. to 11:30 P.M.
- Night Shift                      11:00 P.M. to 7:00 A.M.

The above shift times may be adjusted by the Supervisor of Buildings, and Grounds in accordance with scheduled school times on an individual building or district-wide basis. Employees shall not leave their building at any time during their shift without obtaining prior approval from the Head Custodian or Supervisor of Buildings and Grounds. Approval shall be required for each occasion.

Section 7. All employees shall be allowed one fifteen minute relief period before lunch and one fifteen minute relief period after lunch. Such time may not be accumulated. Relief periods shall not be taken during the first or last hour of the work shift. All relief and lunch periods shall be scheduled by the supervisor, building head custodian or maintenance-grounds foreman. Employees working the afternoon and night shifts shall receive a thirty minute paid lunch period in lieu of a shift premium.

Section 8.

A. Employees in the bargaining unit shall not have a right of first opportunity to available overtime. Temporaries, casuals, substitutes or other non-bargaining unit employees may be used by the Employer without restriction, except that in normal situations the Employer agrees that it will not employ any such employees in excess of eight hours per day, Monday through Friday, nor will it assign such employees to perform maintenance and/or custodial functions on weekends.

B. All hours worked by an employee in excess of forty hours per week shall be paid at the rate of time-and-one-half. Except as otherwise provided in this Agreement, paid personal leave days, paid vacation days, paid holidays, paid snow days and paid sick days shall be counted as hours worked for purposes of computing an employee's overtime entitlements.

C. An employee shall be offered one of the following options when required to work in excess of the normal work week, i.e. forty hours in a seven day period commencing at 12:01 a.m. Monday and ending at midnight the following Sunday:

1. Compensatory time off at the rate of time-and-one-half for each overtime hour, or part thereof, worked by the employee.
2. Compensation at the rate of time-and-one-half the employee's regular rate for each overtime hour, or part thereof, worked by the employee.

Compensatory time off shall be allowed to accrue to a maximum of sixty overtime hours (forty hours times 1.5), and must be taken by the end of the fiscal year in which the time is accrued. Overtime for which the employee is to be provided compensatory time off shall be subject to advance approval of the Supervisor of Buildings and Maintenance.

D. Any employee volunteering to do substitute work for a full-time shift commencing either before or after his normal shift must perform the normal duties of the last shift worked in six hours or less. One paid fifteen minute relief period shall be provided during a six hour work shift.

E. Every effort will be made by the Employer to equalize within each job classification and building the distribution of overtime assigned to employees in the bargaining unit.

Section 9. An employee reporting for duty at the Employer's request for work not scheduled in advance and which is outside of and not continuous with his regular work period, shall be guaranteed a minimum of two hours work or two hours pay at his regular rate unless any part of the time actually worked by the

employee shall raise the total hours worked in the work week to more than forty, in which case said additional time over forty hours shall be paid for at the rate of time and one-half.

## ARTICLE VIII

### PERSONNEL FILE

Upon reasonable advance notice, all employees shall have the right to review the contents of their own personnel file, with the exception of letters of reference or other materials to which the employee has previously waived access or which may otherwise be exempt from disclosure under state or federal law. Employees shall also have the right to attach explanatory notes or letters to clarify those documents subject to disclosure in their personnel files.

## ARTICLE IX

### ABSENCES

Section 1. Notification of expected absence shall be given to the Employer prior to the employee's normal starting time. The Employer shall inform employees of the persons or offices to be contacted and the time by which such notification shall be provided.

Section 2. Regular employees shall suffer no loss in pay to perform jury duty (including service on a grand jury). The Employer will pay the difference between the employee's compensation and his normal straight time earnings for all non-overtime hours the employee is unable to work by reason of said duty. An employee shall report for his regularly scheduled work at all times when his presence is not required for jury duty.

Section 3. Regular full-time employees shall be allowed two days per fiscal year for the transaction of personal business, provided twenty-four hour advance notification is provided to the Supervisor of Buildings and Grounds. Regular part-time employees shall be entitled to prorated benefits. Unused personal days shall be credited to the employee's sick bank at the end of each fiscal year.

Section 4. For the first five years of regular continuous employment, regular full-time employees shall be allowed twelve sick leave days per year; regular full-time employees shall be entitled to fifteen sick leave days per year effective the July 1 next following the date on which they attain five years continuous employment. (See Article XX, Section 2, Paragraph B). The accumulation of sick leave days is unlimited. Regular full-time employees shall earn sick time benefits computed on a

per diem basis. Regular part-time employees shall earn prorated benefits computed on a per diem basis.

Sick leave days may be used for the following purposes:

A. Personal illness of the employee.

B. In the event of a death in the immediate family, a maximum of five sick leave days will be allowed. Immediate family shall be defined as parents, parents-in-law, brother, sister, brother-in-law, or sister-in-law.

C. A maximum of one sick leave day will be allowed to attend the funeral of other relatives or close friends not mentioned in the paragraph B above.

D. \*Use of earned sick days shall be allowed for an illness of the employee's spouse, child or parent necessitating the employee's presence. Once sick time has been depleted, time off for reason of family illness shall not be permitted unless approved by the Supervisor of Buildings and Grounds. Use of earned sick days under this provision shall be subject to the Employer's right to require appropriate medical certification of the family member's illness and the conditions requiring the employee's presence.

Section 5. Any employee who is absent because of an illness or injury compensable under the Michigan Workers' Compensation law may elect, in the case where such illness or injury extends beyond the required waiting period, to draw upon his accumulated sick leave in an amount which, when added to his Workers' Compensation payment, does not exceed his regular gross earnings at the time of illness or injury, exclusive of overtime and other supplemental compensation. The employee's sick leave balance shall be proportionately reduced by the amount of the Workers' Compensation payment above provided.

Section 6. If an employee is absent from work for reasons within this Article, the employee, upon request of the Employer, shall be required to provide documentation (including certification from the employee's physician) to substantiate and justify his absence and/or ability to return to work. The Employer may at its own expense also require the employee to be examined by a physician of the Employer's choice. After four consecutive days off due to illness, the employee shall provide the Business Office a doctor's statement certifying the reason(s) for the employee's absence and his ability to return to work. Such statement shall be provided to the Business Office before the employee may return to work. Failure to do so will result in payroll deductions for all days the employee has not worked.

Section 7. Absence of any employee due to weather conditions necessitating the closure of all Employer facilities shall not result in lost straight time wages or be charged to the employee's sick or personal business leave. Any employee requested by his supervisor to work on such a day will be awarded compensatory time off (computed on a straight time basis) at a later date for all hours worked. In a partial closing of the Employer's facilities, employees may be transferred to other work locations.

## ARTICLE X

### MEDICAL LEAVE OF ABSENCE

Section 1. A seniority employee who is unable to work because of illness or injury and not receiving any wages or benefits from the Employer shall, upon appropriate written application, be placed on an unpaid medical leave of absence for up to twelve months after exhausting all rights to paid sick days, paid personal days, paid vacation days and paid compensatory time off. A medical leave may be extended but such extension shall not exceed one year and shall be subject to approval of the Employer. A medical leave of absence shall be without pay or benefits, including, but not limited to, salary increments, sick, vacation, or personal business time accruals, insurance benefits, etc., with the following exceptions. The Employer agrees to continue health insurance coverage for a period not to exceed one year, provided the employee is not covered by other insurance and is otherwise eligible for coverage. If the employee's position is not vacant at the conclusion of his leave, he shall be returned to the unit in accordance with the recall provisions of Article XII. Failure to return upon expiration of a leave of absence shall result in the employee's forfeiture of his position and he shall be considered terminated.

Section 2. All applications for medical leave of absence as well as requests to return from leave, shall be submitted in writing to the Supervisor of Buildings and Grounds at least ten days prior to the date on which the employee desires to commence or return from leave of absence. An employee's application for medical leave shall be accompanied by a written statement from his physician attesting to the medical condition preventing him from working. Requests to return to work shall be similarly accompanied by a physician's statement certifying the employee's fitness for work.

Section 3. In the event the Employer questions the physician's certification when a request is made to take a leave of absence or return from such leave, the Employer may, at its own expense, require the employee to be examined by a physician of the Employer's choice.

Section 4. The Employer may fill a position vacated by reason of an employee's leave of absence by the temporary reassignment of another employee in the bargaining unit or, at the Employer's discretion, by a temporary, casual, substitute or other non-bargaining unit employee.

Section 5. If an employee works for pay while on a leave of absence, he shall be considered to have forfeited his employment and shall be considered terminated.

## ARTICLE XI

### PROBATIONARY PERIOD AND SENIORITY

Section 1. New employees shall be on probation for the first one hundred and eighty calendar days of active employment.

Section 2. During the probationary period the employee shall be employed at will and may be discharged at the discretion of the Employer. Any employee who is continued in employment beyond the probationary period shall be placed on the seniority list as of his first date of employment as a regular employee in the bargaining unit as determined by formal action of the Board of Education. There shall be no seniority during the probationary period or among probationary employees.

Section 3. Seniority shall be measured from the employee's last date of hire and shall accumulate from that day of service until the last day of paid service. Employees shall not accrue seniority while on layoff.

## ARTICLE XII

### REDUCTION IN FORCE

Section 1. In normal situations, the Employer shall give the Association and affected employees thirty calendar days written notice of a reduction in force. The Employer shall give twenty-four hours written notice in emergency situations, including strikes by other employees.

Section 2. Any seniority employee whose position has been eliminated or who is bumped out of his position will be placed in a vacant position in the same classification and pay grade. If no such vacancy exists, the employee whose position has been eliminated or the employee who has been bumped out of position shall use his seniority to bump into the position occupied by the least senior person in the same classification and pay grade. If there is no employee with less seniority in the same classification and pay grade, the displaced employee shall be placed in the next lower classification and pay grade where there is either a vacancy or a less senior employee holding a position for which the displaced employee is qualified or be

laid off. In no case shall any employee be placed in or be permitted to bump into a higher classification.

Section 3. In the event of recall, the most senior employee on layoff shall be recalled to a position vacancy in a classification equal to or lower than the classification last held prior to layoff. If there is more than one vacancy for which an employee is eligible, the most senior employee subject to recall shall be offered a choice as to the position to which he shall be recalled.

The Employer shall not be obligated to recall any employee to a position in a classification and pay grade higher than that which the employee formerly held or for which the employee is not qualified or otherwise able to perform in all respects. The Employer shall also not be obligated to recall an employee once the employee has refused to accept an offered position or for whom the right to recall has expired. Laid off employees shall be eligible for recall for a period equal to their seniority as of the date of layoff. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within five work days from the date the notice of recall is mailed, he shall be considered a voluntary quit.

#### ARTICLE XIII

##### DISCIPLINE AND DISCHARGE

Section 1. The employer shall not discipline or discharge any seniority employee without just cause.

Section 2. Discipline shall be defined as any oral or written reprimand, suspension, or termination.

Section 3. In the event a written notice of disciplinary action is given to an employee, the employee shall sign the document acknowledging that he has read and received said document.

Section 4. Recognizing that discipline is a constructive tool that may be used to improve employee behavior, the parties agree that the following order of discipline may be appropriate in addressing disciplinary problems of a minor nature (e.g. tardiness, absenteeism, etc.):

- A. Oral or written warning.
- B. Suspension without pay as follows:
  - First Suspension of three days.
  - Second Suspension of five days.
- C. Discharge.

Section 5. Nothing herein shall prevent the Employer from commencing discipline at any appropriate step based on the circumstances and nature of the employee's misconduct. In imposing discipline on a current charge, the Employer shall not take into account any prior infraction resulting in a disciplinary penalty less than suspension which occurred more than three years previously.

Section 6. Written notice to an employee of alleged misconduct resulting in a disciplinary penalty less than termination shall include the following information:

- A. Identify the misconduct.
- B. Indicate expected correction.
- C. Establish the time by which correction must be made.

Section 7. Employees shall be notified in writing of their discharge. The Association shall be provided a copy of the notice of discharge and shall have the right to take up a discharge as a grievance commencing at Section 2 of the grievance procedure.

#### ARTICLE XIV

##### VACATIONS

Section 1.

A. No vacation time shall be earned by any employee until he satisfactorily completes one year of regular continuous employment.

B. Vacation time must be taken within the periods scheduled and approved by the Employer. Vacation requests shall be submitted to and approved by the Supervisor of Buildings and Grounds not less than thirty days in advance.

Section 2.

A. The following schedule shall apply for vacation time:

- Two through five years of employment - 14 days
- Six through ten years of employment - 17 days
- Eleven through fifteen years of employment - 22 days



- Sixteen through twenty years of employment - 24 days
- Twenty-one years and more of employment - 26 days

Regular full-time employees shall earn vacation computed on a per diem basis. Regular part-time employees shall earn prorated benefits computed on a per diem basis.

Section 3.

A. • Employees shall not be permitted to receive extra pay in lieu of earned vacation time except in unusual cases where the Supervisor of Buildings and Grounds and Director of Business may approve such action.

B. When an employee terminates employment or receives pay in lieu of earned vacation time as provided in Section 3(A) above, payment for his accrued vacation shall be included in the last pay check, computed to the date of termination. Payments for accrued vacation time shall be based on the rate of pay an employee was earning when the vacation time was earned.

Section 4. Sick days shall not be used during vacations or to extend vacations.

Section 5. Vacation time shall be computed as of June 30th of each fiscal year. Employees will receive prorated vacation time based on time worked during the fiscal year. (See Article XX, Section 2, Paragraph B).

ARTICLE XV

HOLIDAYS

Section 1. Time off with pay shall be allowed regular full-time employees for each of the following designated holidays:

- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day
- Day after Christmas
- Day before New Year's
- New Year's Day
- Good Friday
- Easter Monday
- Memorial Day

Section 2.

A. Regular part-time employees will receive prorated holiday pay based on the length of their regular working day.

B. Employees working the foregoing holidays will be paid time-and-one-half for the hours worked in addition to their holiday pay. If an employee works beyond the normal shift, the rate will remain at time-and-one-half.

C. To be eligible for holiday pay, employees must work their last scheduled work day prior to and their first scheduled work day following the holiday. Personal business days shall not be used to extend holidays. If a holiday occurs during a vacation period, it shall not count as a vacation day.

ARTICLE XVI

INSURANCE

Section 1. The Employer shall provide regular full-time and regular part-time employees with Blue Cross/Blue Shield MVF-II, plus Master Medical with Option 4 and the FAE/VST Rider, or MESSA/Blue Cross/Blue Shield Super Medical Hospitalization Insurance with MESSA Care and prescription drug riders. The Employer shall make payroll deductions for all supplementary coverages desired by the employee and provided by either the Blue Cross/Blue Shield or MESSA insurance programs. The employee shall pay the premium for any of the supplementary coverages desired. The terms, conditions, exclusions and limitations specified in the Employer's policy with its insurance carrier shall govern all conditions of eligibility for and payment of benefits.

Section 2. The Employer shall provide each regular full-time and regular part-time employee with \$30,000 term life insurance and \$30,000 accidental death and dismemberment insurance fully paid by the Employer. Each employee shall have the privilege of purchasing an additional (optional) \$10,000 term life insurance through payroll deductions. Such additional insurance shall be subject to acceptance by the insurance company. All employees who do not elect MESSA health insurance coverage shall be entitled to receive an additional \$5,000 in term life insurance. The insurance carrier shall be selected by the Employer. The terms, conditions, exclusions and limitations specified in the Employer's policy with its insurance carrier shall govern all conditions of eligibility for and payment of benefits.

Section 3. Effective April 11, 1988, the Employer shall make an accident and sickness policy available to all regular full-time and regular part-time employees. This policy will pay benefits of up to a maximum of \$300.00 per week.

Participating employees shall pay 40% of the annual premium. Failure of a participating employee to pay his portion of the premium shall result in immediate termination of coverage under the policy. The insurance carrier shall be selected by the Employer. The terms, conditions, exclusions and limitations specified in the Employer's policy with its insurance carrier shall govern all conditions of eligibility for and payment of benefits.

Section 4. The Employer shall pay the premiums to provide the dental expense benefits referenced in Appendix A for each regular full-time and regular part-time employee, subject to such terms, conditions, exclusions and limitations specified in the Employer's policy with its insurance carrier. The Employer shall provide internal and external coordination of benefits. The insurance carrier shall be selected by the Employer. The percentage of reasonable and customary charges for covered expenses and the maximum benefits for each covered member are referenced below:

- Class I            80% to a maximum annual benefit of \$1,000
- Class II           80% to a maximum annual benefit of \$1,000
- Class III          80% to a maximum lifetime benefit of \$800

Section 5. Employees may participate in programs as may from time to time be approved for payroll deductions by the Employer.

Section 6. The Employer shall provide all regular full-time employees and their eligible dependents with optical care benefits presently referenced as F16326 in its agreement with the Washington National Insurance Company. The insurance carrier shall be selected by the Employer. The terms, conditions, exclusions and limitations specified in the Employer's policy with its insurance carrier shall govern all conditions of eligibility for and payment of benefits. The Employer shall provide internal and external coordination of benefits.

Section 7. Regular full-time and regular part-time employees who voluntarily elect not to participate in or to discontinue Employer paid health insurance, may elect to have the Employer contribute \$750.00 to a tax sheltered annuity program (TSA) or, in the alternative, receive a direct payment in the same amount. Employees desiring the TSA shall state their election in writing to the Employer on enrollment forms provided by the Employer during the month of June for the following school year. Cancellation of the TSA program by an enrollee shall only be permitted in the case of an involuntary loss of spouse-provided health insurance. In the event of

cancellation, the enrollee shall refund the Employer for one-half of all the employer paid contributions for that fiscal year.

An employee who elects the TSA option shall designate one carrier of their choice from among the carriers listed with the Employer.

The Employer's contribution to the TSA or direct payment to the employee shall be made twice each year, with one-half of the amount paid in December and one-half of the amount paid in June.

Employees who terminate employment prior to the end of the school year, shall be entitled to a prorated contribution to the TSA or payment based on the number of days worked out of the total work days in the employee's standard work year.

## ARTICLE XVII

### RETIREMENT

Section 1. Retirement of all employees will be governed by the Michigan Public School Employees Retirement System.

Section 2. An employee retiring under the Michigan School Employee's Retirement System and having fifteen years of in-district service, shall be paid \$15.00 per unused accumulated sick day up to a maximum of \$1,050.00.

## ARTICLE XVIII

### HEALTH, SAFETY & OTHER CONDITIONS

Section 1. The Employer, Association and employees shall be mutually responsible for the observance of safety rules and regulations. It shall be the responsibility of the employee to report defective equipment and unsafe working conditions to the Employer.

Section 2. Should an employee believe that his work requires contact with unsafe or unhealthy situations in violation of acceptable safety and cleanliness standards, the matter shall be brought to the attention of the Supervisor of Buildings and Grounds and/or the Director of Business for full consideration in correcting or alleviating the condition.

The employee shall report any case of assault to his immediate supervisor. The Employer shall provide the employee with legal counsel to advise the employee of his rights and obligations with respect to such assault.

Section 3. The Employer will supply coveralls and boots for the maintenance and grounds personnel, subject to the following conditions:

A. Coveralls and boots are to be worn only when duties involve work that might damage the employee's street clothes.

B. The Employer will be responsible for the cleaning of coveralls. When coveralls are not in use they shall be stored in the Maintenance Department.

C. Coveralls and boots will be replaced at the discretion of the Employer.

D. Upon termination of employment the employee's coveralls and boots shall remain the property of the Employer.

Section 4.

A. Two employees will be assigned to perform hazardous work at an elevation of two or more stories or work that is to be performed in a crawl space tunnel.

B. The Employer shall provide employees with tools and equipment in the performance of their duties. The Employer shall further provide a procedure for employees to submit written requests for such items. Where necessary, the Employer further agrees to confer with employees on the selection of new tools and equipment and their proper use.

C. The care of animals or pets housed in a classroom on a continuous basis or during the summer months shall not be the responsibility of the custodian. No domestic animals or pets shall be allowed to run freely in any building. Moreover, the care and cleaning of employee owned furniture and equipment stored or used in a building shall not be the responsibility of the custodian.

D. In the event an employee is authorized to use an Employer owned vehicle with a defect previously reported to the Employer, the Employer agrees to assume responsibility for any related traffic citations issued by a police department provided the employee reports the citation within 48 hours.

Section 5. The Employer, Association and the employees recognize the importance of job related inservice training and skills improvement for all employees within the bargaining group. In this respect, all parties agree to cooperate in developing an ongoing training program that will provide appropriate inservice training for the benefit of all parties concerned.

Section 6. The Employer and the Association shall jointly establish a Safety Committee for the purpose of advising the Employer of possible safety hazards and recommendations for correction. The Committee shall be made up of two individuals appointed by the Employer and two individuals appointed by the employees. The adoption of the Safety Committee's recommendations shall be at the sole and exclusive discretion of the Employer.

Section 7. The Employer may, at its discretion, utilize time clocks for the recording of employees' hours of work.

#### ARTICLE XIX

##### BULLETIN BOARD

Section 1. The Employer will provide a bulletin board on which the Association shall have access for posting notices of the following types:

- Notices of Association recreational and social events.
- Notices of Association elections and results.
- Notices of Association meetings.

Section 2. There shall be no distribution or posting of any pamphlets or advertising by employees or the Association.

#### ARTICLE XX

##### EMPLOYEE CLASSIFICATIONS

Section 1.

- |            |  |
|------------|--|
| Grade I:   | <ul style="list-style-type: none"><li>• Physical Plant Maintenance</li><li>• Audio-Visual Repair</li><li>• Warehouseman</li><li>• High School Head Custodian</li></ul> |
| Grade II:  | <ul style="list-style-type: none"><li>• Groundskeeper</li><li>• Jr. High Head Custodian</li><li>• Deliveryman</li><li>• Auditorium Manager</li></ul>                   |
| Grade III: | <ul style="list-style-type: none"><li>• Elementary Head Custodian</li></ul>  |
| Grade IV:  | <ul style="list-style-type: none"><li>• Custodian</li></ul>  |
| Grade V:   | <ul style="list-style-type: none"><li>• Probationary Custodian</li></ul>   |

Section 2.

A. Classification II employees shall perform maintenance duties as circumstances may require. Any employee may be assigned painting responsibilities.

B. All employees eligible for a step increment shall be advanced as of the July 1st. next following their anniversary date and each July 1st thereafter until the employee has reached the maximum step. Any and all employees who complete their probationary period after July 1st of a given fiscal year shall remain at their starting rate until the next July 1st at which time they shall advance to Step 2. The same procedure shall apply in determining and computing vacation and sick time entitlements.

C. The Employer may temporarily classify new positions in the bargaining unit. Within thirty (30) days of such action the Employer shall notify the Association of the classification and pay grade assigned the position. If the Union disagrees with the Employer's classification of the position such matter may be made the subject of a Special Conference of the Employer's and Association's Bargaining Committees. Should the parties be unable to agree the matter- may be referred to Section 1, Step 3, of the Grievance Procedure for final resolution.

ARTICLE XXI

WAGE SCHEDULE

Section 1. All employees who are on the Employer's active payroll as of April 11, 1988, and all individuals who retired from the Employer during the period July 1, 1986 - April 11, 1988, shall receive a one-time only bonus payment (not to be added to base salary) equal to 6% of the wages received by each such employee from the Employer during the period July 1, 1986 through and including June 30, 1987.

Section 2. The following wage schedules shall govern the payment of wages for all employees who are on the Employer's active payroll as of April 11, 1988. Individuals who were formerly employed by the Employer but who terminated employment for reasons other than retirement prior to April 11, 1988 are expressly excluded from coverage of Sections 1 and 2 herein, and, further, shall not be entitled to any bonus, retroactive compensation payment or any of the other negotiated wage or benefit improvements provided in this Agreement.

July 1, 1986 - June 30, 1987

	<u>Start</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
I	8.90	9.05	9.25	9.40	9.60	9.80
II	8.30	8.45	8.65	8.85	9.00	9.20
III	8.00	8.20	8.35	8.55	8.70	8.90
IV	7.45	7.65	7.85	8.00	8.20	8.40
V	6.20					

July 1, 1987 - June 30, 1988

	<u>Start</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
I	9.45	9.60	9.80	9.95	10.20	10.40
II	8.80	8.95	9.15	9.40	9.55	9.75
III	8.50	8.70	8.85	9.05	9.20	9.45
IV	7.90	8.10	8.30	8.50	8.70	8.90
V	6.65					

July 1, 1988 - June 30, 1989

	<u>Start</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
I	10.00	10.20	10.40	10.55	10.80	11.00
II	9.35	9.50	9.70	9.95	10.10	10.35
III	9.00	9.20	9.40	9.60	9.75	10.00
IV	8.40	8.60	8.80	9.00	9.20	9.45
V	7.15					



July 1, 1989 - June 30, 1990

	<u>Start</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
I	10.70	10.90	11.15	11.30	11.55	11.80
II	10.00	10.15	10.40	10.65	10.80	11.05
III	9.65	9.85	10.05	10.25	10.45	10.70
IV	9.00	9.20	9.40	9.65	9.85	10.10
V	7.75					

ARTICLE XXII

PAY PERIODS

Effective with the first pay in April, all employees shall be paid on the second Friday of each bi-weekly payroll based on the hours worked during the pay period ending the preceding Friday. Employees on the afternoon and midnight shifts may be allowed to receive their paychecks on the day preceding the payroll Friday. However, in any case where an employee demonstrates a pattern of absences on the day immediately following receipt of his paycheck, such employee shall forfeit the privilege of an early paycheck and shall thereafter only be paid on payroll Friday.

ARTICLE XXIII

DURATION

This Agreement is made this 11th day of April, 1988 by and between the Board of Education of the Van Buren Public Schools and the Van Buren Buildings and Grounds Employees Association, MESPA, MEA, NEA, and shall remain in effect until June 30, 1990.

In witness whereof the parties hereto have executed this Agreement by their duly authorized representatives on the day and year as written above.

VAN BUREN BUILDINGS AND GROUNDS  
EMPLOYEES ASSOCIATION, MESPA,  
MEA, NEA

VAN BUREN PUBLIC SCHOOLS

\_\_\_\_\_  
Mark Jenkins  
MESPA Representative

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Robert R. Fowler  
President

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Donald Wertz  
President

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Jere E. Dolph  
Secretary

LETTER OF UNDERSTANDING  
by and between the  
VAN BUREN PUBLIC SCHOOLS  
and the  
VAN BUREN BUILDINGS AND GROUNDS EMPLOYEES  
ASSOCIATION, MESPA, MEA, NEA  
1986-1990

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RE: VACATION DAYS

It is hereby agreed by and between the VAN BUREN PUBLIC SCHOOLS and the VAN BUREN BUILDINGS AND GROUNDS EMPLOYEES ASSOCIATION, MESPA, MEA, NEA, that Grievance dated October 20, 1987, is hereby resolved based upon the parties' Agreement that the Employer shall restore to each employee's vacation balance that vacation time drawn by such employees to cover their regularly scheduled hours of work during the period extending from October 7, 1987, through and including October 9, 1987, when they were directed not to report to work by the Employer.

VAN BUREN PUBLIC SCHOOLS

VAN BUREN BUILDINGS AND  
GROUNDS EMPLOYEES ASSOCIATION,  
MESPA, MEA, NEA

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Jack M. Hosmer  
Director of Business

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Donald Wertz  
President

## AGREEMENT

This agreement entered into the 11th day of April, 1988, by and between the Board Education of the Van Buren Public Schools, Belleville, Michigan, hereinafter the "Employer", and the Van Buren Building and Grounds Employees Association, MESPA, MEA, NEA, hereinafter the "Association".

## PREAMBLE

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of the Employer, employees and the Association. To these ends, the Employer and the Association encourage cooperative relations between their respective representatives at all levels and among all employees.

## ARTICLE I

### RECOGNITION

The Employer hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of work, and other conditions of employment for all regular full-time and regular part-time maintenance and custodial employees within the Employer's Buildings and Grounds Department, excluding supervisors, clerical and secretarial employees, maintenance foremen, temporary summer employees, casual employees, temporary employees, substitute employees, student employees and all other employees of the Employer.

For purposes of this Agreement, pronouns of masculine and feminine gender shall be construed to include each other. Regular full-time employees shall be defined as those employees who are regularly assigned to work forty hours per week. Regular part-time employees shall be defined as those employees who are regularly assigned to work between twenty-five and forty hours per week.

## ARTICLE II

### ASSOCIATION DUES AND/OR REPRESENTATION FEES

Section 1. Employees who are not members of the Association shall, as a condition of continued employment, tender a service fee established by the Association. Persons being considered for employment shall be informed of this condition of employment during a preemployment interview.