

6/30/2002

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**GLEN LAKE COMMUNITY SCHOOLS**

**AND**

**HOTEL HOSPITAL, AND RESTAURANT EMPLOYEES**

**AND BARTENDERS UNION**

**LOCAL 51 AFL-CIO**

**UNIT I**

# **MASTER AGREEMENT**

**1999-2000**

**2000-2001**

**2001-2002**

*Glen Lake Community Schools*

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## SECTION I - BASIC CONTRACTUAL PROVISIONS

### 1.1 GLEN LAKE COMMUNITY SCHOOLS AND GLEN LAKE MAINTENANCE, CUSTODIAL, AND GARAGE MECHANIC/AFL-CIO LOCAL 51, UNIT - 1.

This agreement, entered into this 13<sup>th</sup> day of September, 1999, by and between the School District of the Glen Lake Community Schools, the City of Maple City, Michigan, hereinafter called the "Board," and the Glen Lake Maintenance, Custodial Staff, and the Garage Mechanic, AFL-CIO Local 51, Unit 1, hereinafter called the "Staff."

### 1.2 RECOGNITION

Pursuant to Act 379, Public Acts of 1965, as amended, the District hereby recognizes the Glen Lake Local 51, Unit 1, in the unit described below, as the exclusive representative for the purposes of collective bargaining, with respect to rates of pay, hours, and other terms and conditions of employment for the entire term of the Agreement.

UNIT:

INCLUDING ALL MAINTENANCE, CUSTODIAL STAFF, AND GARAGE MECHANIC, BUT EXCLUDING SUPERVISORS AND EXECUTIVE PERSONNEL, BUS DRIVERS, SUBSTITUTE SUB DRIVERS, OFFICE AND CLERICAL EMPLOYEES, CAFETERIA EMPLOYEES, TEACHER AIDES, LIBRARY PERSONNEL, PLAYGROUND SUPERVISORS AND ALL OTHER EMPLOYEES.

- A. The term "Staff," singular or plural, male or female, as used interchangeably here in this agreement, shall refer to all employees represented by Local 51, Unit 1 in the bargaining or negotiation unit as above defined.
- B. The term "Board" shall include its officers and agents.
- C. All individuals within the unit shall be represented by one shop steward.

### 1.3 WITNESSETH

Whereas the Board is required by law to negotiate with the staff on wages, hours, and the conditions of employment of staff, through negotiations in good faith have reached agreement on all such matters and desire to execute this contract covering such agreement.

1.4 EXTENT OF AGREEMENT

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to the agreement.
- B. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

1.5 DURATION OF AGREEMENT

- A. This Professional agreement is between the Glen Lake School District and the Glen Lake Maintenance, Custodial, and Garage Mechanics Staff.
- B. This Master Agreement shall be in effect from July 1, 1999, and shall continue in effect until June 30, 2002.

In witness whereof, the parties have hereunto set their hands this 13th day of September, 1999.

HHREBU Local 51 AFL-CIO  
Unit I

Glen Lake Community Schools  
Board of Education

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1.6 PAYROLL

- A. Payroll checks will be issued on a bi-weekly basis.
- B. Overtime for hourly employees will be allowed only upon prior approval of the designated representative of the superintendent. Approved time worked up to the forty (40) hour week will be paid at the employee's hourly rate; whereas, overtime beyond the forty (40) hour week or more than 8 hours/day will be paid at the rate of one and one-half times regular rate of pay.
- C. The employer may make corrections in an employee's pay due to bona fide employer or employee error. In such cases, an explanation of the reason for the correction will accompany the pay adjustment.

## 1.7 PAYROLL DEDUCTIONS

- A. Involuntary Deductions:
  - 1. Federal Income Tax
  - 2. Michigan State Income Tax
  - 3. Social Security - FICA and Medicare Tax
  - 4. MPERS deductions for MIP participants
  - 5. Orders by courts of competent jurisdiction and court authorized agencies (child support, garnishments, judgments, etc.)
  
- B. Voluntary Deductions:
  - 1. TBA Credit Union or Trades Credit Union
  - 2. IRA or Tax Shelter Annuity
  - 3. Union Dues

## 1.8 SENIORITY.

Seniority shall be by unit within departments and in accordance with the Schedule of Classifications and Rates attached hereto and employees shall hold seniority in the classification in which they have last completed a trial or probationary period. The board shall furnish the union a copy of such seniority list on or before October 1 of every year.

Employees shall be classified as maintenance, custodial employees, and garage mechanic.

A probationary employee may be terminated from employment with the board, and the union shall not represent the employee or file a grievance in connection with such termination. The probationary period shall be sixty (60) calendar days.

Seniority shall be terminated when an employee:

- 1. Quits, dies or retires;
- 2. Is discharged and not reinstated;
- 3. Is absent for three (3) consecutive working days without valid reason;
- 4. Is laid off for a period of time equal to seniority or two (2) years, whichever is the lesser;
- 5. Fails to return to work on the first scheduled working day following termination of any leave of absence or scheduled vacation without valid reason for failure to return to work;
- 6. Fails to return to work from layoff when recalled in accordance with the contract.

Stewards shall hold top seniority in their classification during their term of office for layoff and recall procedure.

## 1.9 AGENCY SHOP

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of completion of the probationary period or the effective date of the agreement, whichever is later, join the union or pay a service fee to the union as may be permitted by law and as established by the union.
- B. The bargaining unit member may authorize payroll deduction for membership dues or the service fee. Each employee and the union hereby authorize the district to rely upon and to honor certifications by the secretary-treasurer of the local union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and/or service fee.
- C. The district agrees to provide the service of payroll deduction of dues and/or fees without charge to the union.
- D. In the event that the bargaining unit member shall not join the association or pay the union or pay the service fee directly to the union or authorize payment through payroll deduction, the district shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the union, deduct the service fee from the bargaining unit member's wages and remit to the union.
- E. When an employee does not have sufficient money due him/her after deductions have been made for Social Security, insurance, garnishment or any required by law, union dues or the service fee for the month will be collected by the union directly from the employee.
- F. If an employee who is absent on account of illness, leave of absence, or for any other reason has no earnings due him/her for that period, no deduction will be made. The union will arrange collection of dues or service fee for that period directly from the employee.
- G. The union agrees to indemnify and save the Board of Education, including each individual school board member and all authorized agents of the board, harmless against any and all claims, demands, costs, suits, or any other form of liability (including back pay and all court, attorney or administrative agency costs) that may arise out of or by reason of, action taken or not taken by the board for the purpose of complying with this article.
- H. In the event the employee challenges the amount of the service fee through the Union's appeals process, the service fee shall continue to be payroll deducted from the employee, however, 25% of the regular union membership dues will be placed into an escrow account by the employer pending completion of the appeals process. No employee shall be discharged during the pending of an appeal.
- I. Upon final resolution of the employee's appeal the Board shall forward to the Union that portion of the escrow account determined to be appropriate service fee charge.

## SECTION II - EMPLOYMENT RELATIONS

### 2.1 MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, except as expressly limited by the terms of this agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan and of the United States. Illustrative of these rights are the following:

1. To exercise the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
2. To hire all employees and, subject to the provisions of this agreement and of the law, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
3. To carry out an evaluation program and to evaluate the effectiveness of individual employee performance;
4. To adopt rules and regulations that are not in expressed conflict with the terms of this agreement;
5. To determine the qualifications of employees, including physical conditions;
6. The board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement;
7. The board shall determine all methods and means to carry on the operation of the school, including automation;
8. To reduce hours and/or lay off employees.

The board shall not be arbitrary, capricious or discriminatory in the conduct of its rights under this article.

## 2.2 TERMINATION OF EMPLOYMENT

1. An employee may be discharged for reasons, which shall include, but not be limited to:
  - a. Unsatisfactory work
  - b. Personal misconduct
  - c. Neglect of duty
  - d. Poor health, to be determined by a school appointed physician
  - e. Violation of policies, rules or procedures
  
2. The dismissal of an employee shall be preceded by a written warning which shall contain a specific statement or statements of work defects, except in the case of personal misconduct or the use of alcoholic beverages and/or unauthorized drugs, when, at the discretion of the supervisor, the discharge may be effective immediately.

## 2.3 NOTICE OF RESIGNATION

In order to give sufficient opportunity to train new employees, you are requested to give, in writing, a notice of resignation stating exact date as far in advance as possible of actual date of departure. Two weeks is considered minimum notice.

## **SECTION III - WORKING CONDITIONS**

### **3.1 HOURLY EMPLOYEES**

Hours and calendar vary and will be established by the Supervisor following approval of the Superintendent or designated representative.

### **3.2 LINE OF RESPONSIBILITY**

Employees are directly responsible to the superintendent or the superintendent's designee.

### **3.3 LUNCH/REST BREAKS**

1. All employees are allowed one half (1/2) hour unpaid lunch period and two fifteen (15) minute rest breaks, both of which to be scheduled by the supervisor.
2. Lunch periods and rest breaks will be staggered so that all maintenance and other duties will be covered at all times during established work hours.

### **3.4 PUNCTUALITY**

Employees are expected to be punctual at all times - arrive and be ready at the beginning of their work day and continue until the close of the work day. Punctuality and regularity of attendance are important.

### **3.5 CONFIDENTIAL NATURE OF WORK**

A position in a school requires your utmost loyalty. Much of the information you have access to is regarded as confidential in nature and you are expected not to divulge this information.

### 3.6 PHYSICAL EXAMS

1. The board shall require an employee to submit to a health examination by an employer approved physician or surgeon to show evidence of good physical and mental health. The expense of the examination shall be borne by the school district. If the employee goes to an M.D. or D.O. of his/her choice, then the board agrees to pay the same amount to his/her doctor as paid to the school doctor. Second opinions will be at the expense of the employee.
2. Any employee absent because of an extended or serious illness shall present to the superintendent, prior to his/her return to service, a statement from a licensed physician indicating that his/her health is satisfactory for return to work.

### 3.7 TELEPHONES

Telephones shall be for official school business or emergencies. It is one of the responsibilities to help control use of the phone for long distance calls by you or others in the building. Personal long distance calls shall not be charged to school phones. Long distance calls pertaining to school business shall be recorded.

### 3.8 CARE OF EQUIPMENT

Employees are charged with the responsibility of taking care of the equipment within the area in which they work. All machines and equipment should be kept clean and as neat as possible. When a machine fails to work properly, the fact should immediately be reported to the supervisor. No equipment shall be removed from the building without the consent of the supervisor.

### 3.9 SNOW DAYS

1. Crews will report for their scheduled shift unless notified by the supervisor.
2. In the event of notification by the supervisor, the snow days will not be deducted from the employee's pay.

3.10 FIRST AID CLASSES

Maintenance, custodial staff, and bus mechanic will be encouraged to attend first aid courses leading up to their obtaining a Standard First Aid and CPR card. Necessary expenses related to the courses will be paid for by the school district (book fees, tuition, etc.). An attempt will be made to arrange classes during working hours. Classes will be scheduled more than once per year to ensure that each employee may attend a class without interruption due to work.

3.11 TRAINING CLASSES

Necessary expenses related to classes will be paid for by the school district (book fees, tuition, etc.). All classes must be approved by the superintendent prior to attending.

**SECTION IV - COMPENSATION AND BENEFITS**

4.1 SALARY GUIDE - MAINTENANCE/CUSTODIAL EMPLOYEES/GARAGE MECHANIC

All employees in job classification, maintenance and custodial staff, shall be paid on the following schedule:

<u>99/00*</u>	<u>00/01*</u>	<u>01/02*</u>
To be Determined	To Be Determined	To Be Determined

Maintenance employees shall be paid an additional .75 per hour.  
Lead employee shall be paid an additional .75 per hour above the usual wage.  
A night premium will be paid to employees who are working the afternoon shift at .50 per hour.  
Third shift premium shall be .70 per hour above base.

The garage mechanic shall be paid according to the following schedule:

<u>99/00</u>	<u>00/01*</u>	<u>01/02*</u>
To be Determined	To Be Determined	To Be Determined

Probationary period for all staff covered under this agreement is for sixty (60) calendar days at 20% less per hour than the base rate.

**\*NOTE:** The 1998/99 wages are included in this contract.

- I. Hourly wages for 1999-2000, 2000-2001 and 2001-2002 will be computed and adjusted annually no later than December 1. The computation and adjustment will be based on data available on or about November 10 each year. The salary schedule will be established and employee pay will be computed, adjusted, and paid retroactively for that portion of the fiscal school year employees have worked prior to the adjustment.

- II. The parties agree that the total costs incurred by the school district for employees (identified for this salary schedule formula) who work under the Glen Lake Maintenance, Custodial, and Garage Mechanic/AFL-CIO Local 51, Unit - 1 was 6.5% of the 1995/96 total Student Foundation Grant Allowance (SFGA) of the district (as adjusted\*), and that the total costs to be incurred by the school district for employees (identified for this salary schedule formula) who work under the Glen Lake Maintenance, Custodial, and Garage Mechanic/AFL-CIO Local 51, Unit - 1 Master Agreement will be 6.5% of the total Student Foundation Grant Allowance (SFGA) of the district (as adjusted\*) for the 1999-2000, 2000-2001 and 2001-2002 school years.
- III. Total costs for employees who work under the Glen Lake Maintenance, Custodial, and Garage Mechanic/AFL-CIO Local 51, Unit -1 Master Agreement (identified for this salary schedule formula) include costs paid by the Employer for salaries, extra-duty assignments, and all fringe benefits (including, by way of illustration and not limitation, health and other insurances, retirement costs, all benefits in lieu of health insurance, workers compensation, FICA & Medicare contributions, severance payments, any early retirement incentive payments, and all other costs (except those excluded in III, A, B, C and D, below) attributed directly to employees who work under the Glen Lake Maintenance, Custodial, and Garage Mechanic/AFL-CIO Local 51, Unit - 1 Master Agreement. Total costs for employees who work under the Glen Lake Maintenance, Custodial, and Garage Mechanic/AFL-CIO Local 451, Unit - Master Agreement will not include:
- A. Costs for any employees (or portions or employees) who are not paid from Student Foundation Grant Allowance (SFGA) funds.
  - B. Costs for out-of-the-district conferences and workshops (including travel, lodging, meals, and related costs).
  - C. Tuition reimbursement costs incurred by the district for college classes approved by the district and for which credit was earned by members of the bargaining unit.
  - D. Costs for salary stipends paid to the Maintenance/Custodial/Garage Mechanic Coordinator for supervisory and/or quasi-administrative duties.
- IV. The salary schedule as computed and adjusted annually no later than December 1 in any year of this agreement will be subject to another adjustment during August of each year of this contract based on the annual school audit. Any adjustment made to the salary schedule (to comply with the 6.5% intent) shall apply only to the ensuing school year (the 1998-99 audit would impact the 1999-2000 salary schedule, the 1999-2000 audit would impact the 2000-2001 schedule, etc.
- The total Student Foundation Grant Allowance (SFGA) of the district (as adjusted\*) will include revenue from investments (interest), and will be further adjusted to reflect revenue changes due to Schools of Choice, Dual Enrollment, and Alternative Education Student FTE's paid to TBAISD. The total Student Foundation Grant Allowance (SFGA) of the district (as adjusted\*) will not include funds received as gifts or contributions toward specific projects or programs (for example, funds raised and/or contributed for athletics, school trips, computers, etc.). Further, the Student Foundation Grant Allowance (SFGA) will not include categorical funds which must be spent for specific programs or projects, but will contain only funds received from the State as the Student Foundation Grant Allowance (SFGA). The 1999-2000, 2000-2001 and 2001-2002 Student Foundation Grant Allowance (SFGA) will not include funds (if any) for additional student instruction days as may be required by the State. It is agreed and understood between the parties that Student Foundation Grant Allowance (SFGA) does not include funds raised from debt millages, sinking funds, or revenues from bond issues, special education millages, or Traverse Bay Area Intermediate School District K-12 constituent district-wide non-special education enhancement millage revenues which are received by Glen Lake Community Schools. An example of the salary schedule formula will be attached to and will become a part of this contract.
- V. The employer will make available to the bargaining unit a qualified IRS Section 125 Cafeteria Plan. Employees may, subject to the guidelines of the plan, participate in the flex plan options.

#### 4.2 MILEAGE

When an employee is required to drive his/her personal automobile in the course of his/her work duties, he/she shall receive an allowance of .25 per mile, or at the per mile rate paid to employees in other district bargaining units, whichever is greater.

#### 4.3 UNIFORMS (CUSTODIAL AND MAINTENANCE EMPLOYEES)

The Board of Education will provide three (3) uniforms, one jacket and one liner for maintenance, custodial staff, excluding bus mechanic, for the first year, after the sixty (60) calendar day probationary period, and three (3) uniforms per year thereafter.

The Board of Education will provide one additional all season lined jacket for the life of this agreement.

#### 4.4 UNIFORMS (BUS MECHANIC)

The bus mechanic will be provided with seven (7) laundered uniforms.

The Board of Education will provide one additional all season lined jacket for the life of this agreement.

#### 4.5 SAFETY SHOES AND GLASSES (ALL EMPLOYEES)

Safety equipment required by law will be paid for by the school district. The board will reimburse employees up to \$100.00 per school year for the purchase of safety shoes which shall be worn on duty.

#### 4.6 HAND TOOLS (BUS MECHANIC)

An inventory will be taken of the bus mechanic's hand tools. For the length of this agreement, all broken hand tools will be replaced on a one to one basis.

#### 4.7 HOSPITALIZATION/DENTAL/VISION PROTECTION

The board shall pay health care insurance premiums for qualified employees up to and including full family coverage for hospitalization, dental and vision plans, with the carrier to be determined by the board.

Employees who are less than full time (40 hours per week or 2080 hours per year), but who are regularly employed and assigned on an annual basis for at least 1040 hours or more may receive benefits on a prorated basis (any additional costs for the benefits would be through payroll deduction).

Two people from the bargaining unit shall be part of a committee to discuss any changes in the health care benefit package.

#### 4.8 VACANCIES AND PROMOTIONS

- a. The board, in its desire to recognize years of service, will prepare and keep lists indicating total years of service in the bargaining unit. In the event of vacancies that indicate promotion, when in administration's determination qualifications of applicants are equal seniority will be the determining factor, provided he/she is otherwise qualified to fill the vacancy.
- b. All job openings in the bargaining unit shall be posted on bulletin boards at least five days in advance of filling the vacancy. The superintendent will accept written applications from any qualified candidates after notice of vacancy is made known, after which the candidate for the position with the best qualifications will be selected by the superintendent to fill the vacancy.
- c. There shall be a maximum period of sixty (60) calendar days in which he/she shall have a fair trial to prove himself competent to handle such job. In the event he/she cannot satisfactorily perform the job, he/she shall be returned to his/her former position with no loss of service time.
- d. An employee may exercise his/her right to refuse promotion without loss of service time.
- e. The employer reserves the right to establish a Maintenance/Custodial/Garage Mechanic Coordinator extra duty assignment, to develop a job description for the assignment, and to establish an annual extra duty pay stipend for the extra duty assignment (after consultation with representatives of the union). It is understood and agreed between the parties that the extra duty assignment is not an hourly assignment, and that compensation will be by set annual stipend, but computed and paid throughout the year. Assignment to this extra duty position will be made by the Employer on an annual basis. This extra duty assignment may be discontinued at the end of any school year by the Employer.

#### 4.9 LONG-TERM DISABILITY INSURANCE (LTD)

The board will provide for each employee, at no cost to the employee, long term disability insurance (66 2/3% of wages, 60 day wait, \$2,500 per month maximum benefit level).

## SECTION V - ABSENCE FROM DUTY

### 5.1 SICK LEAVE

Sick leave will be granted for illness or injury to the employee and his/her immediate family. Immediate family shall include spouse and/or minor children. A doctor's affidavit may be required.

- a. Employees are granted sick leave (earned based on the schedule below) with a maximum accumulation of 120 days. Employees will first draw from their annually allocated sick leave before drawing from their accumulated sick leave.

180 - 199 work days	=	9 sick days
200 - 219 work days	=	10 sick days
220 - 239 work days	=	11 sick days
240 & over	=	12 sick days

Sick leave will be available to employees who are regularly employed and assigned on an annual basis for at least 1040 hours or more. Such employees will receive prorated sick leave based on full time (40 hours per week or 2080 hours per year).

New employees will have sick leave days prorated based on the number of work days remaining in the fiscal work year.

- b. If employment is terminated after school starts and the employee has used leave days in excess of the number accumulated or actually earned, these unearned days shall be deducted from his/her final pay.
- c. Employees on paid sick leave shall be deemed to be on continued employment.
- d. It is the responsibility of each employee to complete a "Record of Absence" form upon his/her return to work and to have it signed by his/her supervisor and submit to the payroll office.
- e. Unused sick leave, surrender value - Upon the death or retirement of an employee (in accordance with the Michigan Public Schools' Employee's Retirement Act and/or Social Security Act) the accumulated sick leave to his/her credit shall have a cash surrender value of twenty-five percent.
- f. Any employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available, may be granted a leave of absence without pay or benefits for the duration of such illness or disability, up to a maximum of one year. At the Board's discretion, the employee may be required to submit to a physical examination by a physician selected by the Board, at the Board's expense, to verify the illness and/or ability to return to work.

## 5.2 PERSONAL DAYS

Employees may be granted personal days for items which cannot be taken care of after work hours, weekends, or vacation periods. These days shall be applied for at least three (3) days in advance, except in the case of an emergency. Personal days will not be granted for vacation, or recreational activities, nor immediately before or after a holiday or vacation.

Personal Days will be granted according to the following schedule:

0 through 4 years service	-	2 personal days deducted from sick leave
5 through 9 years service	-	2 personal days; 1 deducted from sick leave
10 years & over	-	2 personal days; neither deducted from sick leave

## 5.3 VACATION DAYS

Twelve (12) Month Employees

1. Paid vacation days are granted to qualified employees in accordance with the following schedule: (Schedule effective based on service time completed through June 30 of any year).
  - a.. Less than one year: Six (6) hours for each full month worked
  - b. 1-5 years of service: Two (2) weeks vacation
  - c. 6-14 years of service: Three (3) weeks vacation
  - d. 15 or more years of service: Four (4) weeks vacation

Paid vacation will be available to employees who are regularly employed and assigned on an annual basis for at least 1040 hours or more. Such employees will receive paid vacation prorated based on full time (40 hours per week or 2080 hours per year).

2. Vacations are normally taken during the summer vacation period. Vacations are normally denied if requested for the week preceding the opening of school. By special request, vacations are granted at other times during the year. All vacations must be pre-arranged and approved by the superintendent or designee.
3. Vacation time is normally not allowed to accumulate from one year to the next. Vacation days granted at the end of the school year earned, must be used prior to August 15 or one week prior to the start of school.
4. Upon prior approval from the superintendent, employees may be allowed to carry over vacation to the next contract year in order to extend a vacation period for special occasions (i.e. 25th wedding anniversaries, specially arranged trips out of the country, etc.).

#### 5.4 BEREAVEMENT LEAVE

Absence without loss of pay shall be allowed up to three (3) days upon the death of a spouse, child, parent, parent-in-law, brother, sister, grandparent, or dependent (dependent is defined as one who qualifies under I.R.S. regulations). Such days shall not be deducted from any leave.

Upon receipt of a request from the employee, additional days may be granted by the superintendent. These additional days shall not be subtracted from the employee's sick leave.

#### 5.5 JURY DUTY LEAVE

An employee called for jury duty, or to give testimony before any judicial or administrative tribunal, shall be compensated for the difference between the daily pay and pay received for the performance of such obligation. Such time lost may not be deducted from annual or accumulated sick leave. The District shall not be obligated for said above compensation when such testimony or duty is connected with non-school business. The Board will have no obligation to compensate an employee for wages lost due to attendance at a hearing in which the employee is a witness or claimant against the Board.

#### 5.6 WORKER'S COMPENSATION INSURANCE

All employees, while on the job, are covered under Worker's Compensation Insurance. In the event that an injury is incurred, an accident report form shall be secured from the supervisor. All requested information shall be filled out and the supervisor shall sign and return this form promptly to the payroll office for state filing.

Any employee, while employed by the district, who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law may receive from the board the difference between Worker's Compensation payment prescribed by law and his/her regular salary, to the extent and until such time as the employee shall have used up any so called "sick leave" provided herein.

Any employee who is employed by another employer and sustains injury or disease as a result of this employment which is compensable under Michigan Compensation Law, is not eligible to receive compensation under the school's sick leave policy.

## 5.7 HOLIDAYS

July 4th  
Labor Day  
Thanksgiving Day and the following Friday  
Christmas Eve  
Christmas Day  
New Years Eve  
New Years Day  
Good Friday  
Memorial Day

Paid holidays will be available to employees who are regularly employed and assigned on an annual basis for at least 1040 hours or more. Such employees will receive paid holidays prorated based on full time (40 hours per week or 2080 hours per year).

Note: If the holiday falls on a Saturday, employees will have Friday off. If the holiday falls on a Sunday, employees will have Monday off.

## **SECTION VI - GRIEVANCE PROCEDURE**

6.1 It is intended that the grievance procedure shall serve as an orderly means of settling grievances without undue interruption or disturbance of the operation of the school. A grievance shall be defined as an alleged violation of the provisions of this agreement.

In the event that an employee believes there is a basis for a grievance, he/she has no later than five (5) working days to discuss the alleged grievance personally with his/her immediate supervisor.

### **STEP I**

If, as a result of the informal discussion with the immediate supervisor, the alleged grievance still exists, he/she may invoke the formal grievance procedure on the form set forth in Appendix 1, signed by the grievant and a representative of Local 51, which form shall be available for the local representative. A copy of the grievance form shall be delivered to the employee's immediate supervisor within three (3) school days after oral discussion.

### **STEP II**

Within three (3) school days of receipt of the grievance, the employee's immediate supervisor shall meet with the local's grievance representative in an effort to resolve the grievance in writing three (3) school days of such meeting, and shall furnish a copy thereof to the local's grievance representative.

### **STEP III**

If the grievance is not settled in step 2, the grievance may be appealed within five (5) working days after receipt of the department head's (or his designated representative's written answer to the superintendent (or his designated alternate) who shall address the grievance at a time mutually agreeable to the superintendent and the local grievance representative. The superintendent (or his designated alternate) shall give his written answer to the grievance within five (5) days of above meeting.

### **STEP IV**

If the local's grievance representative is not satisfied with the disposition of the grievance by the superintendent, or his designee, and if no disposition has been made within five (5) school days of such meeting, or ten (10) school days from the date of filing, whichever shall be later, the grievance shall be transmitted to the board of education by filing a written copy thereof with the secretary, or other designee of the board. The Board, no later than its next regular meeting, or two (2) calendar weeks, whichever shall be later, may hold a hearing in the grievance in executive session, or give such other consideration as it shall deem appropriate.

Disposition of the grievance in writing by the board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the local grievance representative.

- a. The settlement of a grievance in any case shall not be made retroactive for any period prior to fifteen (15) days of the date the grievance was first presented in writing. The above fifteen (15) day limitation does not apply, however, in cases involving application of wages as set forth in the Schedule of Classification and Rates or in cases involving the application of fringe benefits.
- b. The time limits established by this grievance procedure shall be strictly construed. The time limits may be extended only by written mutual agreement of the parties, except that time limits shall be extended for ten (10) days upon the written request of either party during a vacation period (as long as such written request is delivered to the other party within the usual time limits established by this grievance procedure).
- c. Steps in the grievance procedure may be bypassed only by written mutual agreement of both parties.
- d. If, in any step, the board's representative fails to give written answer within the time limits set forth, the grievance may be appealed to the next step of the grievance procedure at the expiration of such time limit.
- e. Any grievance not processed within the time limits established by the grievance procedure shall be considered as withdrawn and settled on the basis of the last disposition by a representative of the board. Any grievance, which has been withdrawn or settled, shall not be the subject of any further grievance.
- f. There will be no additional pay for any time utilized in the grievance procedure, before or beyond, their normal working day, including weekends and/or holidays.
- g. Working days as described in the grievance procedure shall mean any day which the appropriate local representative or board representative is scheduled to work.
- h. In the event an employee is discharged or suspended for disciplinary reasons, the employee shall receive a written notice of such discharge or suspension and the local representative shall receive a copy of said notice as soon as possible.

#### STEP V

If Local 51 is not satisfied with the disposition of the grievance at the previous level, or if no disposition has been made within the period provided, the Local may file a Demand for Arbitration of the dispute with the American Arbitration Association, whose rules shall govern the arbitration proceeding. The local shall file for arbitration not later than thirty (30) days from the date of board action.

The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the agreement.

- a. The costs and expenses of the arbitrator shall be shared equally by the parties.
- b. The decision of the arbitrator shall be advisory, and shall not be binding by either party.

## 6.2 REPRESENTATION

The board recognizes a steward for the purpose of representing an employee and for assisting in resolving grievances at all steps of the grievance procedure. A total of three (3) stewards shall represent employees in the area of jurisdiction as follows: One (1) steward in each department for day shift employees and one (1) steward to represent night shift employees. There shall be a designated alternate for each area of jurisdiction who shall act as steward in the absence of the regular steward. A steward shall function as a representative only in his/her area (dept.) of responsibility and may not represent employees from another area (dept.).

- a. The union shall advise the board in writing of names of stewards and shall also advise the board in writing of any replacements thereto.
- b. Any aggrieved employee, stewards and alternate shall be paid at their appropriate rate for necessary time spent during their working hours participating in the grievance procedure.
- c. Stewards are not to leave their work stations without first obtaining permission from their supervisor or department head (or his designated representative) and unless their presence is requested by the department head or by the superintendent. In no event shall any employee or steward interrupt any work procedure in order to participate in the grievance procedure. Stewards, whose participation is required in the grievance procedure, shall be released from their work within a reasonable time.