

2895

6/30/97

A G R E E M E N T

BETWEEN THE

BANGOR PUBLIC SCHOOLS

AND

LOCAL 586

OF THE

SERVICE EMPLOYEE INTERNATIONAL UNION, AFL-CIO

1994 - 1997

BANGOR PUBLIC SCHOOLS

BANGOR, MICHIGAN

Bangor Public Schools

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**ARTICLE I
PURPOSE AND INTENT**

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

**ARTICLE II
RECOGNITION**

The Board hereby recognizes Local 586, SEIU as the exclusive bargaining representative for all custodians, custodial aides, and maintenance employees of the Bangor Schools, excluding supervisors and all other employees.

**ARTICLE III
SENIORITY**

- A. Seniority shall be defined as the length of continuous service with the District since his/her last date of hire. "Last date of hire" shall be the date upon which the employee first reported for work at the instruction of the Employer in a position represented by the Union since which he/she has not quit, been discharged, nor been laid off for more than eighteen months.
- B. Employees shall be considered as probationary for the first forty-five (45) days worked.
- C. There shall be no seniority for probationary employees.
- D. Probationary employees may be disciplined or discharged without recourse to the grievance procedure.
- E. Upon satisfactory completion of the probationary period employees shall be entered on the seniority list effective their most recent date of hire in a position represented by the Union.

- F. An employee shall lose seniority if:
- 1) He/she quits;
 - 2) He/she is discharged and the discharge is not reversed;
 - 3) He/she is absent for five (5) consecutive working days without notifying the Employer and cannot justifiably excuse the lack of notice;
 - 4) If he/she does not return to work when recalled from lay-off as set forth in the recall procedure;
 - 5) Failure to return from a leave of absence at the end of the authorized period without justifiable cause;
 - 6) Retirement.
- G. All days worked as a substitute for the Employer in a given classification in a given year shall count against the probationary period if the substitute is hired by the Employer into the position in which he/she has substituted.

ARTICLE IV SENIORITY LISTS

- A. A seniority list shall be furnished to the Union within thirty (30) calendar days of ratification of this Agreement, and another each six (6) months, or whenever there is a change thereafter from the date the first list was furnished to the Union.
- B. The Unit President and Chief Steward shall have by virtue of their union office, where contract administration duties are demonstrated, top seniority within the unit for the purpose of layoffs and recalls provided there are jobs they are qualified to perform.
- C. In the event two (2) or more employees have the same date of hire lots will be drawn to determine placement on the seniority list. The drawer of the shortest lot will be placed below any drawer of a longer lot.
- D. If notice to the contrary is not received by the Superintendent within thirty (30) calendar days of transmittal of the seniority list(s) to the Union, said seniority list(s) shall be conclusively presumed to be accurate and correct.

**ARTICLE V
VACANCIES AND JOB OPENINGS**

- A. All new jobs and job vacancies which the employer intends to fill shall be posted on a specifically designated area in each school facility for two (2) weeks. The posting shall include:
1. Type of work;
 2. Location of work;
 3. Starting date
 4. Rate of pay;
 5. Hours of work;
 6. Classification;
 7. Minimum requirements.
- B. Anyone desiring to fill such vacancy must turn in to the Superintendent a bid slip within the specified posting time limits.
- C. In filling vacancies the employer shall choose the most qualified seniority employee, or if no current seniority employee is qualified the employer may hire from outside the unit.
- D. The successful applicant will be given up to thirty (30) working days to prove he/she is able to satisfactorily perform the work. Should the employee be unable to perform satisfactorily he/she will be returned to their former classification without loss of seniority, or, in the case of a new employee, be discharged.
- E. Upon successful completion of the thirty (30) working day trial period the employee will receive the rate of pay for the job consistent with his/her seniority as per this Agreement.

**ARTICLE VI
LAYOFFS AND RECALL**

- A. When the Board determines that a layoff is necessary those employees with the least seniority within the classification being reduced shall be laid off first provided the higher seniority employees are qualified to perform the work.
- B. In cases of recall, the employees shall be recalled in the inverse order of which they were laid off (by classification) provided those being recalled are qualified to perform the work.
- C. No new employees shall be hired into any classification in which there are seniority employees laid off provided those on layoff are qualified to perform the work.

- D. Notice of recall shall be sent to the employees last known address. Recalled employees must report to work within ten (10) calendar days of the date the notice was sent or they shall be considered a quit and lose all contractual rights.
- E. Laid off employees shall remain on the recall list for eighteen (18) months from the date they were laid off.

**ARTICLE VII
DUES DEDUCTION**

Employees may either pay regular monthly dues directly to Local 586, SEIU, or to a designated member of the Local Unit authorized to collect such dues (provided dues collection does not take place during working hours) or voluntarily execute a payroll deduction authorization form as provided in this Agreement. The Employer shall transmit such sums to the Union within fifteen (15) days of such deduction.

**ARTICLE VIII
AGENCY SHOP**

- A. The Board agrees that it shall be a condition of employment that all existing employees and all new employees employed after ratification of this agreement shall within 60 days after the effective date of this agreement or 60 days after the commencement of employment, whichever comes later, either:
 - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Union and such authorization shall continue in effect from year to year unless revoked in writing.

or

 - 2. Cause to be paid to the Union a representation fee in an amount determined by the Union.
 - 3. The Union agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands costs, suits, or other forms of liability including back pay and all court or administration agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

**ARTICLE IX
GRIEVANCE PROCEDURE**

A grievance shall be defined as an alleged violation of a specific article of this Agreement.

A. PROCEDURE

- Step I. An employee who feels that he/she has been wronged by an alleged violation of this Agreement may, within seven (7) working days of the alleged occurrence, orally discuss said alleged violation with his/her immediate supervisor. The employee may have a Union representative present when discussing the alleged violation with the supervisor.
- Step II. If the Union is not satisfied as a result of the discussion at Step I, the Union shall present such grievance to the Superintendent or his/her designee within five (5) working days of the date of the discussion with the supervisor. The Superintendent or his/her designee shall provide a written response to said grievance within fifteen (15) working days.
- Step III. The Union, if not satisfied with the Superintendent's disposition of the grievance, may within five (5) working days of receipt of notification of the Superintendent's disposition notify the Employer of its intent to submit the grievance to mediation. A mediation meeting will be set up as soon as feasible with all parties concerned.
- Step IV. If the grievance is not satisfactorily settled by any of the above provisions, the Union shall submit the grievance to a committee of the Board of Education through notification of the Superintendent; such grievance must be submitted within five (5) working days after conclusion of mediation or written receipt of the answer from the Superintendent. All grievances as submitted shall be discussed by the committee of the Board and the Union prior to the next regularly scheduled Board meeting, provided that there are seven (7) working days available in which to call together the committee. At the end of such meeting the grievant and Union shall be advised of the recommendation to be made to the full Board. The Board of Education will submit the written answer within five (5) working days of the Board Meeting.
- Step V. If the grievance is not settled by any of the above Steps, the Union may within fourteen (14) working days after the receipt of the written answer from the Board of Education, give notice of its intent to submit the grievance to arbitration. In the event the employer and the Union cannot agree on the choice of an arbitrator within fourteen (14) working days after the Union has notified the employer its intent to arbitrate, the parties shall obtain a panel of five (5) names from the Michigan Employment Relations Commission. The arbitrator shall then be selected from said panel of five (5) names by each deleting in turn one name until only one name remains. The arbitrator may determine the effective date for his disposition of a grievance, shall have full authority in any way the facts justify to alter or change discipline or discharge penalties imposed by the employer.

B. MISCELLANEOUS

1. The arbitrator shall have jurisdiction only to interpret, apply in compliance with this Agreement and shall not add to or detract from or alter in any way its provisions. The arbitrator's decision shall be final and binding on both parties. The fees and expenses of

the arbitrator and the cost of the place of such hearing as is selected for the hearing by mutual agreement of the parties will be equally divided between the employer and the Union. The parties shall bear individually the cost of presenting their respective case in arbitration.

2. All time limits in the grievance procedure shall refer to working days.
3. Time limits must be strictly observed, but may be extended by mutual agreement in writing.
4. If a grievance is not processed within the time limits by the Union, the answer of the previous step shall be considered final settlement and shall constitute a waiver of any future appeal concerning the particular grievance. If administration fails to process the grievance in a timely manner, it will automatically move to the next step.
5. To be processed, a written grievance shall include a description of the facts surrounding the alleged violation and cite the specific section(s) of the contract allegedly violated; it shall contain the date of the alleged violation; it shall specify the relief requested.
6. Nothing contained herein shall be construed as limiting the right of any bargaining unit member having a grievance to discussing and having it resolved informally with the employer provided that the Union be given the opportunity to be present at the hearings or meetings of such grievance and that the final disposition is not inconsistent with the terms of this agreement.
7. Where no wage loss has been caused by the action of management, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. Arbitrator awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

ARTICLE X WORKING HOURS AND SCHEDULES

- A. For all bargaining unit employees, the normal work day shall consist of eight (8) hours work and the normal working week shall consist of five (5) consecutive days.
 1. The normal work year for school year employees shall begin on the first teacher day of the school year and end three days after the last day of pupil attendance.
 2. All other employees shall work twelve (12) months.
 3. The Superintendent will attempt to schedule the work week to be Monday through Friday, but may, if deemed necessary by the Superintendent or his designee schedule an employee's work week to include Saturday and/or Sunday, provided that the employee receives five (5) calendar days prior notice, and that such assignment shall be made to the least senior employee with required qualifications.

4. A change in schedules shall not be for the sole purpose of circumventing the employee's opportunity for overtime.
5. If the school district hires employees during the summer, custodial aides, if qualified, as determined by the Board, shall be the first to be hired at their same rate of pay, and until all custodial aides have been given the opportunity to work 40 hours per week for the summer no employee will be hired, unless the Board has a need for short-term project workers to complete a project that cannot be performed by the existing employees in positions represented by the Union with the time constraints of the project.

B. Lunch Period and Breaks

1. All employees will be accorded two (2) paid breaks of fifteen (15) minutes each scheduled by the immediate supervisor. One is to be taken during the first half of the work day, and the other during the second half of the work day. Such breaks are neither to be taken within the first two (2) hours of the work day, nor within the first two (2) hours following lunch.
2. All employees shall be allowed one thirty minute unpaid lunch period on each shift.

C. Overtime Payment

1. All employees shall be paid at the rate of one and one half (1-1/2) times their regular rate of pay, or receive compensatory time at the rate of time and one half the overtime worked whichever is deemed appropriate by the Superintendent, for all time worked in excess of forty (40) hours in any one week or eight (8) hours in one day. Compensatory time, if given must be used in accordance with State and Federal Law.
2. A roster of all employees, listed in order of seniority, by classification, by building, will be established and posted. Scheduled overtime will be equalized among the employees as their names appear on the roster. Qualified employees will be assigned overtime on the basis of their equalized hours and seniority provided they are qualified to perform the work required. If an employee refuses overtime, he shall be credited on the roster with the anticipated hours, recorded in red for equalizing purposes only. If an employee accepts overtime, he shall be credited with overtime, recorded in black. In the event no volunteer is found according to the above procedure, the qualified employee with the least amount of overtime shall be required to work required overtime. Employees who are not at work during the day overtime is assigned shall not be considered. New employees should be brought up to the top of the overtime list.
3. The above procedure does not apply to overtime earned immediately preceding or following the employee's regularly scheduled work day.

The roster shall begin on September 1 and end on June 1 of each year, and shall be updated and posted in each building no later than the first day of each month (Sept. - June). All scheduled overtime (does not include emergency) shall be posted in advance.

**ARTICLE XI
LEAVES OF ABSENCE**

- A. At the beginning of each month each full year employee will be credited with one (1) day of sick leave time, to a maximum of twelve (12) days per year, unused sick days accumulative to a maximum of one hundred (100) days. School year employees will be credited with nine (9) days of sick leave per year and in the event the school year employee works at least fifteen (15) days in any month during the summer he/she will receive one (1) day for such month. Such days shall accumulate from year to year up to a maximum of twenty (20).

1. Sick Leave

Employees may use available leave time as necessary to recover from a personal illness, injury or disability.

2. Family Illness

A maximum of two (2) days per year may be used to attend to a member of the immediate family (defined as; spouse, parent, grandparent, father or mother-in-law, child, brother or sister) who is seriously ill.

B. Personal Business

Two (2) days per year may be used for personal business which the employee cannot conduct at any time outside working hours. Use of a personal day is subject to the following rules:

1. An employee must notify his immediate supervisor at least three (3) working days in advance of his intent to use a personal day, except in cases of emergency. The request must be approved in advance of taking such leave, except in cases of emergency. The form on which to make the request will be supplied by the employee's immediate supervisor.
2. A personal business day may not be used to lengthen a holiday or vacation period. Nor may a personal business day be used to seek other employment or for recreational purposes, (e.g., hunting or attending sporting events).
3. Except in the event of an emergency no more than two (2) employees will be allowed to take a personal business day on any one work day.

C. Bereavement Leave.

In the event there is a death of a listed relative of an employee or their current spouse, such employee shall be allowed up to three (3) days bereavement pay. Proof of death may be required by the employer. The first three (3) days shall be paid by the employer. Listed relatives are: Grandparents, grandchildren, parents, spouse, children, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law brother-in-law and sister-in-law. For nieces, nephews, aunts, uncles, cousins, and brothers and sisters-in-law the employee may use up to one (1) day sick leave. When an employee has to travel 500 miles or more, two additional days of bereavement leave without pay will be allowed.

- D. Use of leave time pursuant to this Article is subject to the following rules:
1. Employees must specify the reason for which they are requesting the use of leave time; in case of personal illness requests should be made as far in advance as possible, but in no event later than one (1) hour prior to their A.M. scheduled starting time and one and one-half (1½) hours prior to their P.M. scheduled starting time, providing someone is available to receive notice; in case of illness or death in the immediate family, request must be made, except in emergency situations, twenty-four (24) hours or one (1) work day, whichever is greater, prior to commencement of the required leave.
 2. Abuse of leave days (i.e. absence for other than a legitimate purpose as defined by this Article) is cause for discipline up to and including discharge.
- E. An employee whose personal illness extends beyond his accumulated sick leave shall be granted an unpaid leave of absence of up to one (1) year (renewable at the discretion of the Board) from his last sick day. Such leave to be subject to the same conditions as any other unpaid leave.
- F. An employee who incurs an illness or injury compensable under Worker's Compensation may elect either to accept the Worker's Compensation and lose no sick leave (except if the employee uses sick leave during the Worker's Compensation waiting period), or, the employee may elect to use sick leave providing he turns in his Worker's Compensation check to the District.
- G. The Board agrees to inform each employee, at least once a year, of the total number of sick leave days they have accumulated.
- H. Paid leave shall be granted to an employee who is required to serve on a jury providing any pay less expense for travel allowance said employee receives for such service is tendered to the District. Further, if the employee is not selected to serve on a jury and is relieved of such obligation, the employee shall immediately report for work. Employees may be so assigned to appear upon being subpoenaed to testify as a court witness in a school related matter. Any witness fees, in such event, would be tendered to the District.
- I. Employees may make application to the District for an unpaid leave of absence not to exceed one (1) year, renewable at the discretion of the Board. Applications for such leaves shall set forth the following minimal information.
1. Name, date, applicant's signature.
 2. Nature of request.
 3. Reason for the request and any additional data or documentation the employee feels will bear on the merits of the requested leave of absence.
 4. Dates applicant desires to commence and terminate the leave of absence.

- J. Upon receipt of proper application, the District will review the request and the reasons advanced in support thereof. The granting or denial of an unpaid leave of absence other than in B. shall be discretionary with the Board. Within ten (10) days after receipt of proper application the Board will render a decision to the applicant regarding same.
- K. Unpaid leaves of absence as provided for in paragraph H. above shall be without pay, fringe benefits, experience credit and without sick leave accumulation. Upon return from an authorized unpaid leave of absence the employee shall be restored to the same position on the salary schedule as when he/she left and be entitled to other accrued benefits earned prior to said leave.
- L. During the period of an unpaid leave of absence that is over one (1) month, employees shall be not be entitled to insurance benefits at District expense. Upon the approval of, and subject to the limitations established by the respective insurance carrier, and/or Federal or State law, insurance benefits may be continued at the employee's expense by paying the appropriate premiums at the payroll office.
- M. An employee returning from a leave will be returned to his previously held position or a substantially equivalent position for which he is qualified, providing he may only displace an employee with less seniority than himself. If there are no employees which he is qualified to replace with lower seniority than the returning employee, he shall be placed on layoff.
- N. Any employee who fails to return from a leave of absence shall be considered a voluntary quit and shall lose all rights to employment in the District.
- O. Military leaves shall be granted to employees in accordance with applicable federal law. Questions and/or challenges regarding the application or interpretation of this section are expressly limited to the courts.
- P. An unpaid leave of absence may be granted for personal reasons for a period of up to forty (40) days upon application to his immediate supervisor for approval. Such leave of absence shall not be extended and seniority rights shall accumulate during such leave.

ARTICLE XII MANAGEMENT RIGHTS

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. The Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised

exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees specifically provided for in this Agreement.
11. Determine the policy affecting the selection of new employees, testing or training of employees providing such selection shall be based upon lawful criteria.
12. The board shall not abridge the rights expressly provided in this agreement.

**ARTICLE XIII
MISCELLANEOUS**

A. Subcontract

The employer shall have the right to subcontract work which employees in the bargaining unit are of insufficient number to perform, or which these employees are not qualified to perform in a reasonable period of time, or work which is of project nature provided bargaining unit members are not displaced due to such work.

B. Union Meetings

The Employer shall allow employees to conduct union meetings on school property at an area designated by the Employer, provided such meeting does not conflict with any school or educational activity and is conducted on the employees own time. The Union shall request such space at least five (5) calendar days prior to said meeting.

The Union President may upon verification of operating knowledge and with permission from the superintendent's office be allowed to use the following school equipment: typewriter, duplicating equipment, and audio-visual equipment. The Union will reimburse the District for any costs incurred due to the use of said equipment.

C. Inclement Weather

Effective June 30, 1987, on days when school is closed due to inclement weather and which are not able to be counted as days of pupil instruction for purposes of state aid, employees may be required to work. Those employees who work on such days shall receive their regular rate of pay while those employees not required to work shall receive no compensation for such days.

D. Insurance

1. Effective July 1, 1990, for each Custodial/ Maintenance Employee the employer will contribute 85% toward monthly health insurance premiums.
2. Custodial Aides who are employed 180 days per year, eight (8) hours per day, may receive up to one hundred thirty dollars (\$130.00) in 1994-95, one hundred thirty-five dollars (\$135.00) in 1995-96 and one hundred thirty-eight dollars (\$138.00) in 1996-97 per month for twelve (12) months toward the purchase of health insurance or one or more of the following options offered by the carrier approved by the Employer:

Short Term Disability
Long Term Disability
Term Life Insurance
Hospital Confinement Indemnity Insurance
Annuity.

The terms of insurance are subject to the rules and regulations of the underwriter.

E. Personal Vehicles

Employees shall not be required to use their personal vehicles for school business, however, if any employee is requested by the Board and does voluntarily use his/her personal vehicle for school business, he/she shall be reimbursed at twenty cents (20¢) per mile.

F. On-the-Job Injury

If you are injured in any way while on the job, it is imperative to report the incident to your supervisor immediately. He will then notify the Office and notify the injured employee what action to take. If the supervisor is unavailable, then the employee should contact the superintendent.

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

H. No one will suffer any loss of pay during teachers conference days. To be paid in the pay period in which it occurs.

I. All required tools for all employees shall be provided by the employer.

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

K. On days when there are no students in attendance, employees on the second shift may request, and if approved, may begin work early. If approval is not granted, the employee will be told the reason for the denial.

**ARTICLE XIV
WAGES**

A.

	Effective July 1, 1994 *		Effective July 1, 1995 *		Effective July 1, 1996 *	
	Cust. Aides	Cust/Main.	Cust. Aides	Cust/Main.	Cust. Aides	Cust/Main.
Prob.	6.74	8.04	7.01	8.36	7.15	8.53
Bal. of Year	6.85	8.40	7.12	8.74	7.26	8.91
2 Years	7.06	9.60	7.34	8.94	7.49	9.12
4 Years	7.26	8.79	7.55	9.14	7.70	9.32
6 Years	7.44	9.11	7.74	9.47	7.89	9.66
8 Years	7.64	9.30	7.95	9.67	8.11	9.86
10 Years	7.81	9.37	8.12	9.74	8.28	9.93
12 Years	8.03	9.56	8.35	9.94	8.52	10.14
14 Years	8.08	9.62	8.40	10.00	8.57	10.20

* Step increase to be applied on anniversary date of hire

B. Lead Person Position for:

1. Full year (Filled by a full-time employee)
2. Regular custodian/maintenance duties plus the following responsibilities:
 - a. Assist in scheduling the work;
 - b. Give direction to assist another employee(s);
 - c. Communicate frequently with the custodial/maintenance Supervisor;
 - d. Gather proper supplies, materials and tools to conduct the work required by special projects and ongoing activity;
 - e. Be responsible for having the work completed correctly but will not be required to provide written evaluations of other employees.

C. Shift Leader

1. Second shift
2. Filled at option to Employer
3. Duties - Same as #2 above

D. Selection of Leadperson and Shift Leader.

1. Such positions will be filled using the application/interview procedure. The Employer (representative) will select the best qualified applicant as determined by the administration.
2. The shift leader position may be filled by the Employer at will.

E. Additional wage for Leadperson and Shift Leader

1. Leadperson \$1.10 per hour worked
2. Shift Leader \$.55 per hour worked

F. Custodian aides shall receive twenty-five dollars (\$25.00) in the last paycheck of the calendar year, however, if the employee leaves the employ of the school district before the end of the school year, this amount shall be deducted from their last paycheck.

**ARTICLE XV
HOLIDAYS AND VACATIONS**

Holidays

A. Full year employees shall be paid for their normal work day at their regular rates for the following holidays:

Labor Day	Day before New Years Day
Thanksgiving Day	New Years Day
Day after Thanksgiving	Good Friday - If school is not in session
Day before Christmas	Memorial Day
Christmas Day	Independence Day

NOTE: If classes are in session on Good Friday full-time employees shall work and may have time off (equal to the segment of day classes were in session), with pay, on a work day when classes are not in session. School year employees shall work and may have time off (equal to the segment of day classes were in session), with pay, on a work day during the remaining portion of the school year.

B. Full year employees will not normally be required to work on the above holidays. Full year employees required to work on a holiday will, in addition to holiday pay be granted time and one-half or normal pay plus a half day vacation.

C. 1) Full year employees who are not employed for the full twelve-month period shall only be granted those holidays which occur from the day they begin work for the school year until they leave for summer recess.

2) Custodian Aides shall be paid for their normal work day at their regular rate for the holidays of Memorial Day, Thanksgiving Day, Christmas Day and Good Friday if school is not in session, and Labor Day if school has been in session one day prior to the holiday and the day after the holiday.

3) If any of the holidays above occur on a Sunday, the following Monday shall be observed as the holiday. When any of the holidays occur on a Saturday, the preceding Friday shall be observed. When any of the above holidays occur on a Monday or Friday under this provision and school is in session, the eligible employees shall work the normal week of five (5) days and receive six (6) days pay.

During 1989 the Day before Christmas and New Year's will be observed on Friday.

D. To be eligible for holiday pay an employee must be a regular, full year employee on the day of the holiday. He must have been employed at least thirty (30) working days and must have worked his last regularly scheduled work day before the holiday and his first regular work day after the holiday. No holiday pay will be paid to an employee while he is on an unpaid leave of absence.

E. Any school year employee who works at least thirty-five (35) days during the summer shall be paid for Independence Day of that year.

Vacations

F. All full year employees will be granted paid vacations as follows:

After one year of service	-	5 work days
Two to eight years of service	-	10 work days
Eight years of service or more	-	15 work days

G. Vacation time for an employee will be calculated on the basis of his seniority as his anniversary date of employment and credited to the employee on that date.

- H. Vacation time is not cumulative. Earned vacation must be taken within the twelve month period immediately following the date on which the vacation is earned.
- I. Employee entitled to vacation under this article shall be required to submit to the employer a written request at least fifteen (15) days prior to their proposed vacation period indicated on their request. If there are two (2) or more employees who request the same vacation time off and both or all cannot be spared at such time, preference will be given to the employee with the greatest unit seniority. The employer must answer all employees' request for vacation leave in writing within five (5) calendar days after receipt of such request.
- J. Vacations are normally to be taken in the period from the close of school in June to the opening of school the following year. However, an employee may, at the discretion of the superintendent and subject to available staffing and District needs, take one (1) week of vacation during the school year.
- K. Vacation time will be paid at the employee's normal rate.
- L. Absence on account of sickness, injury, or disability in excess of that herein authorized for such purpose may be charged against vacation credit, at the option of the employee.

**ARTICLE XVI
NO STRIKE CLAUSE**

The Union and Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

**ARTICLE XVII
SEVERABILITY**

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

**ARTICLE XVIII
ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

**ARTICLE XIV
DURATION**

This Agreement shall be effective from July 1, 1994, and shall remain in full force and effective until June 30, 1997. The negotiation of a new Agreement shall begin upon the written request of either party made not more than sixty (60) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of _____, 1994.

Local 586 of the
Service Employee International Union

Bangor Public Schools

BY _____

BY _____

ITS _____

ITS PRESIDENT

BY _____

BY _____

ITS _____

ITS SECRETARY

