

**AGREEMENT**

between the

**EAST CHINA SCHOOL DISTRICT**

and

**LOCAL 517M**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION**

covering the period from

**July 1, 2012**

to

**June 30, 2015**

## **AGREEMENT**

THIS AGREEMENT, made and entered into by and between the BOARD OF EDUCATION FOR THE EAST CHINA SCHOOL DISTRICT, hereinafter referred to as the "Employer," and LOCAL 517M, SERVICE EMPLOYEES INTERNATIONAL UNION, hereinafter referred to as the "Union".

WITNESSETH:

In consideration of the premises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

### **PURPOSE AND INTENT OF THE PARTIES**

The purpose of the Employer and the Union in entering into this labor agreement is to set forth their agreement on rates of pay, hours of work, and other conditions of employment so as to promote harmonious and peaceful relationships between the Employer and the Union which will serve the best interests of all concerned.

NOW, THEREFORE, the parties hereto agree as follows:

### **ARTICLE I Management Rights**

Subject to the terms of this Agreement, and except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the East China School District and to direct its employees. The Union recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan and as inherent in the rights and responsibilities to manage the public school system, including, but not limited to, the right:

- (a) To the exclusive management and administrative control of the school system and its properties and facilities;
- (b) To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
- (c) To determine the hours of work and the duties, responsibilities, and assignments of employees, and the terms and conditions of employment;
- (d) To promulgate reasonable work rules. Except in cases of emergency, the

employer shall notify the union of the anticipated changes and allow the union five (5) days to provide input before changes are made.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of Michigan, and the Laws and Constitution of the United States.

An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, is allowed to reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.

## **ARTICLE II**

### **Employee Defined**

For the purpose of this Agreement, the term employee shall include all regular full time custodial, and maintenance employees, including Custodian I, Building Heads I and II, night crew leader, bus mechanic, groundskeeper, and multi-trades technician hired prior to May 14, 2012, but shall exclude substitutes, student trainees, bus drivers, cafeteria employees, clerical employees, supervisors, custodial and maintenance employees hired on or after May 14, 2012 and all other employees. "Regular full time employees" are defined as those who regularly work at least thirty-two (32) hours per week.

## **ARTICLE III**

### **Recognition, Payroll Deduction and Union Security**

3.1 The Employer recognizes the Union as the exclusive representative of all employees as defined in Article II hereof.

3.2 Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, shall, as a condition of continued employment, continue membership in the Union for the duration of this Agreement or shall pay to the Union an amount of money equal to the Union's regular and usual monthly dues but excluding initiation fees and other assessments.

During the period of time covered by this Agreement, the Employer agrees to deduct monthly from the pay of the Employee all regular and usual dues, excluding initiation fees and other assessments of the Union, levied in accordance with its Constitution and by-laws, or representation fee equivalent to dues; provided, however, that the Union presents to the

Employer an authorization signed by the employee allowing such deductions and payments to the Union. Changes either as to additions in Union membership or changes in dues will be certified to the Employer in writing by the Union at least one (1) month in advance of the effective date of the change.

The amount of dues will be certified in writing to the Employer by the Secretary-Treasurer of the Union. Normally, the deductions will be made the first pay of the month and the amount of the dues, or representation fee equivalent to dues, forwarded to the Union no later than the 20th of the month.

The Union will indemnify, defend and hold the Employer harmless against any claim made, and against any suit instituted against the Employer on account of any check-off of Union dues, or representation fee equivalent to dues, or discharge of any employee for failure to authorize the deduction of such dues, or representation fee equivalent to dues, or failure to pay dues, or representation fee equivalent to dues.

#### **ARTICLE IV**

##### **Representation**

4.1 All employees who are covered by this Agreement shall, for the purpose of grievances be represented by one (1) Steward or one (1) alternate.

4.2 The Bargaining Committee shall be established for the purpose of contract negotiations and shall be composed of four (4) employees, chosen by the Union from this division and the Division Union Chairman.

#### **ARTICLE V**

##### **Job Status and Function of Union Officers**

5.1 If mutually agreed upon, the Steward, or Alternate shall be paid by the Employer for time spent in the processing of grievances arising out of this Agreement during his/her regularly scheduled working hours, at his/her regularly scheduled rate of pay.

5.2 Committeemen, Stewards and/or Alternates shall be governed by established rules, regarding the handling of employee grievances and negotiations as are indicated in the grievance procedure. However, members of the committee and the Division Union Chairman, may be absent from their assigned work to handle Union business when arrangements are made as far in advance as possible by the Division Chairman or other authorized representative. This lost time is to be paid for by the Local Union.

5.3 The names of committeemen, steward, and alternate steward shall be given in writing to the Employer, and no committeeman, steward or alternate shall function as such, until the Employer has been advised of the selection in writing by officers of the Local Union, Chairman of the Division, or an International or Council representative. Any change in committeemen, steward or alternate shall be reported to the Employer in writing as soon as practicable.

5.4 Executive Officers of the International Union or their representatives duly authorized to represent the Union, and/or the President of the Local Union, if not employed by the Employer, will be permitted to participate in meeting relative to hours, wages and working conditions at any time. If the President of the Local Union works for the Employer, this individual may attend any meetings with the Employer relative to hours, wages and working conditions and will be paid the regular rate for time spent in such meetings, for the hours which would have otherwise been worked.

5.5 The Steward, Alternate or Division Union Chairperson having a grievance in connection with the individual's own work may ask for the Alternate, Steward or Division Union Chairperson to assist in adjusting the grievance.

## **ARTICLE VI**

### **Grievance Procedure**

6.1 Notwithstanding anything in this ARTICLE to the contrary, it is understood and agreed that nothing contained herein shall abridge the right of individual employees to process their own grievances, consistent with the terms of this collective bargaining agreement, and subject to prior notice of the grievances to the Steward, Alternate or Division Union Chairperson.

6.2 A grievance shall be defined as an alleged violation, misinterpretation or misapplication of any provision of this Agreement. Any grievance not initiated as set forth herein within seven (7) working days of the occurrence thereof shall be considered as having been waived and being null and void.

6.3 **STEP ONE:** A grievance shall be initiated by the employee communicating the alleged grievance to the supervisor. For the period of this Agreement, the term "Supervisor" shall be defined as:

The building principal of the school to which each custodian, building head and night crew leader is assigned.

The Director of Operations for all maintenance department employees, buildings without principals available and employees with district-wide responsibilities.

The Director of Transportation for all bus mechanics.

Any employee may request the steward or alternate to assist in handling the grievance. The Supervisor will, if so requested, arrange a meeting promptly and at a mutually convenient time without further discussion of the grievance.

STEP TWO: A grievance which is not settled within two (2) working days of the initiation thereof shall be reduced to writing on appropriate forms and signed by the aggrieved or the Steward. The grievance shall be specific and contain a synopsis of the facts giving rise to the alleged violation, date of the alleged violation, and relief requested. The Steward shall deliver the grievance to the Assistant Superintendent, Personnel and Operations within three (3) working days following the signing of the grievance. The Assistant Superintendent, Personnel and Operations shall meet with aggrieved and steward within three (3) working days after receipt of a signed copy of the grievance. The Assistant Superintendent, Personnel and Operations shall write a disposition on all copies of the grievance form and shall return a signed copy thereof to the Steward within five (5) working days of the meeting.

STEP THREE: If the grievance is not adjusted by the above steps, the Steward may, within three (3) working days, forward the grievance to the Superintendent or designee, who shall meet with the Union within five (5) working days of receipt of the grievance and write a disposition of the grievance within five (5) working days of the meeting. Both the Union and the Employer shall have the right to request the presence of any and all parties who have been involved in the grievance at the meeting at this step.

STEP FOUR: If the Union is not satisfied with the disposition of the grievance, the decision may be appealed to the Board of Education within five (5) working days after notification of such decision. The Board shall take up the grievance at its next informational meeting and shall render its decision within ten (10) working days of the next action meeting.

STEP FIVE: If the Union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted within thirty (30) calendar days to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. The arbitrator shall deal only with the grievance or grievances which occasioned the appointment. The decision of the arbitrator shall be final and binding.

The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear his own expense in connection therewith. The Board shall not be responsible for wages lost by Union members attending arbitration proceedings.

6.4 If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer.

6.5 Failure to appeal a decision to the next step within the time limits set forth above shall constitute acceptance of the last decision thereon and shall bar future action on the grievance.

6.6 Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal to the next step of the procedure within the time which would have been allotted had a timely decision been communicated.

## **ARTICLE VII**

### **Seniority**

7.1 New employees will be considered as probationary employees until they have been employed in a regular bid position for one hundred eighty (180) work days. After successful completion of the probationary period, the employee's seniority date shall be the date last hired. If a probationary employee is off more than five (5) work days during the probationary period, any days absent over these five (5) days will be added to the probationary period. The Union shall represent probationary employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment as set forth in Section 3.1 of ARTICLE III of this Agreement. The Employer shall have the right to discharge and discipline probationary employees and the action is not subject to appeal or grievance. No employee after completion of probationary period shall be terminated without cause.

7.2 The employee's name shall be placed on the seniority list after acquiring seniority. An up-to-date master seniority list shall be made available to all employees for inspection each October.

7.3 Inasmuch as it is the intent and purpose of this paragraph to preserve the principle that, provided the employee has the ability to perform the work, job security should increase in proportion to length of continuous service without interruption to the efficient operations of the Employer.

7.4 Seniority or continuous service shall be broken by:

- a) Voluntarily quitting the service of the Employer.
- b) Failure of an employee to report an absence from a regularly scheduled work day for a period of five (5) consecutive days, or failure of employee on layoff to report or acknowledge such notice to report within five (5) days of written notice, shall be reported by the Employer to the Union in writing, and a copy of such report shall be mailed by certified mail to the involved employee's last known address as shown on Employer records. If, within seven (7) days thereafter, good and sufficient reason is not shown for failure to report, such employee shall be deemed to have voluntarily quit the service.

- c) An employee who fails to accept any work offered in accordance with the provisions of this section in lieu of layoff or any employee on layoff who fails to accept any work offered shall also be deemed to have voluntarily quit the service.
- d) Discharge unless reversed by the grievance procedure.
- e) Layoff which extends beyond two (2) years.

## **ARTICLE VIII**

### **Layoff and Recall**

Layoffs and recalls will be based upon seniority, provided the senior employee has the ability to do the work required. The senior employee may enter any lower classification, the duties of which such employee is capable of performing. Employees will be returned to their own classification before the recall of any other laid off employee with less seniority in the classification from which the senior employee was laid off or recalled. Employees who exercise their seniority under this section will be paid at the rate of the job to which they are assigned

When job elimination exists, this person by seniority, has the right to bump laterally or lower wherever this person chooses, if qualified by certification, test results, etc. Bumped employees shall notify the Personnel Department of their job selection within three working days.

## **ARTICLE IX**

### **Transfers and Promotions**

9.1 All job openings within the bargaining unit shall be posted for bid on bulletin boards at least five (5) working days in advance of the filling of this position. A copy of all job openings shall be sent to the home address or to the school email address of the Steward so as to provide an opportunity for absent employees to bid on such openings. The Employer shall award the job, in accordance with this ARTICLE, within thirty-five (35) working days after the job becomes vacant or after the expiration date of the bid posting, whichever is later. During said thirty-five (35) day period, the Employer may fill the position with a substitute/temporary custodian. The name of the employee awarded the job will be forwarded to the Union Steward. Current bargaining unit members shall have first bid on openings occurring in the bargaining unit. Current custodial/maintenance personnel shall have first bid on custodial/maintenance openings, and current bus mechanics shall have first bid on bus mechanic openings.

9.2 If a vacancy is of an emergency nature, supervision may designate a temporary substitute for a period not to exceed thirty (30) working days. Any temporary substitute working in the position for over thirty (30) working days starts the probationary period.

9.3 In the event of a job opening, other than those noted below, the senior qualified employee who desires to fill the job and who bids on same shall be given first consideration for transfer or promotion. If there is more than one qualified applicant, seniority will prevail. For current bargaining unit members who have previously held a position as a Building Head I and II and when there is more than one qualified applicant, seniority will prevail. For all future Head Groundskeepers, Multi-trades Technicians, Building Head I and II vacancies, all qualified applicants will be interviewed. Seniority will be given serious consideration. Applicants not selected for the position will be given feedback regarding the decision.

9.4 This sub-paragraph of Article IX deals with promotions only.

An in-service training program will be established by the Employer in order to familiarize the successful bidder with the new job routine. An employee who is a successful bidder on a job shall be on probation for the first ninety (90) working days. During said ninety (90) day period, the Employer shall evaluate the employee's performance in the newly assumed position. At the conclusion of said ninety (90) days, the Employer may return the employee to the former classification if the employee's performance has not been satisfactory to the Employer. During the first twenty (20) working days in a new position, the employee shall have the right to return to the position held immediately before the promotion. If an employee is returned to the former classification, management will appoint the next highest senior qualified employee who bid on the new job without being required to re-post such opening. New Building Heads and Night Crew Leaders will be given at least five (5) days training from their predecessor whenever possible.

9.5 This sub-paragraph of Article IX deals with lateral transfers (i.e., a C-1 to a C-1 position). During the first ten (10) work days in the new lateral position, the employee shall have the right to return to the position held immediately before the lateral transfer. An employee may only bid on a lateral position two times in a fiscal year. They will have the option of returning to their previous position only once in that fiscal year.

9.6 Temporary assignments exceeding five (5) working days for the purpose of filling vacancies of employees who are absent because of illness, etc., will be granted to the senior building employees who meet the requirements of such job. Such employees will receive the rate of pay of the vacancy for all hours worked while filling such vacancy after the fifth (5th) working day. If the vacancy becomes permanent, the vacancy shall become open for bid and come under the same rules as for promotions.

9.7 Wherever practical, employees possessing the highest seniority shall be assigned preferred work within their classification and building.

9.8 Successful bidders may exercise their prerogative to refuse the voluntary transfer or promotion without bias or loss of seniority.

9.9 In the event there are no qualified employees on staff, the employer may hire new employees. New employees shall be hired at the lowest pay in the classification.

9.10 The Employer retains the right to test or otherwise check the qualifications and ability of employees exercising their right to bid on openings in the bus garage.

9.11 Each year, on or about July 1, the Director of Transportation will post a shift bid schedule for bus mechanics. The shift preference will be granted in order of highest seniority. If for some reason a bus mechanic does not maintain his/her qualifications as a bus driver, another bus mechanic may be assigned to the shift according to the needs of the Employer. If a bus mechanic does not prefer the shift that may be assigned by the Director, the least senior bus mechanic will be assigned to that shift.

9.12 All current non-probationary custodial, bus mechanics and maintenance personnel are considered to be qualified for the position they are currently serving in or the highest position in which previously served and will not be tested for a lateral or lower transfer, e.g., from a Building Head II position to another Building Head II position. In addition, the following current custodial personnel are considered qualified for the positions listed under their classification:

BUILDING HEAD I

Building Head II  
Night Crew Leader  
Custodian I

BUILDING HEAD II

Night Crew Leader  
Custodian I

BUS MECHANIC

Custodian I

NIGHT CREW LEADER

Custodian I

MULTI-TRADES TECHNICIAN

Building Head II  
Night Crew Leader  
Custodian I

GROUNDKEEPER

Custodian I

If someone applies with more seniority and has not served in that capacity or satisfactorily passed the test (if required), he/she will have to satisfactorily pass the test in order to be granted the position based on seniority, notwithstanding Article 9.3.

Employees may take a test for any given position once per calendar year and a passing grade on a test will remain good, if the employee has not been promoted to the position for which he tested, until such time as a new test for the position is implemented. Qualifying tests will be administered by the employer on or about July 1 of each year. Prior to the test being given, the test shall be reviewed by the Union Chairman in order to verify that a new test has not been implemented. The test review shall be under terms and conditions established by the Union Chairman and the Assistant Superintendent for Personnel.

A minimum grade of seventy-five percent (75%) on the overall test will be required with

at least a fifty-one percent (51%) passing grade on each section of the test. The Union will be given an opportunity to submit recommendations before the testing program is implemented.

9.13 **Accelerated Bump / Bid Process** - When a custodial job elimination occurs or a vacancy exists, an accelerated bump / bid process may be utilized. The process would be as follows:

- 1) All union members whose positions have been eliminated will be notified of such, as well as all union members with less seniority than the affected members would be notified of the bump / bid. All union members would be notified of the vacancies and the place, time, and date of the bid. This memo would serve as the required five day posting for this and all resultant vacancies.
- 2) Interested union members must attend to bid. Those members whose jobs have been eliminated and those less senior members are required to attend the bump / bid.
- 3) Positions, other than Head Groundskeeper, Multi-trades Technicians, Building Head I & II, will be awarded based on seniority, qualifications and/or test scores.
- 4) Resulting vacancies from the original openings would also be awarded at the bid meeting.

9.14 All bargaining unit members may be temporarily assigned to another building or task in the District. This temporary assignment shall be based on a work load assessment / unique situation at another building and will be determined by the Director of Operations or his designee. This assignment may last any length of time on non-student attendance days. On student attendance days, the assignment shall be no longer than one (1) week, assigned by seeking volunteers or by seniority at the building affected, if needed.

## **ARTICLE X**

### **Hours of Work**

10.1 Unscheduled work on Sundays will be paid for at two (2) times the hourly rate, and two and one-half (2 ½) times the hourly rate on holidays as listed in Article XIII (this includes holiday pay referenced in Article XIII). Overtime is paid after forty (40) hours worked in a week. The forty (40) hours is based on hours actually worked.

10.2 The Employer shall have the management right to establish starting and quitting times, work schedules, and locations. The parties recognize that at the inception of this Agreement, except for employees hired for part-time work, the normal hours of Building Head I's and II's will be from 6:00 a.m. to 2:30 p.m. and Night Crew Leader, 3:30 p.m. to 12 midnight; Custodian I's will be assigned regular work hours, however, such assignments will not be set forth in this Agreement, because they may vary from building to building. Prior to changing an employee's work schedule by more than two hours, but less than three hours, the employer shall notify the Union of the anticipated changes and allow the Union five (5) days to provide input before changes are made. Prior to changing an employee's work schedule by three or more hours, the

employer shall notify the Union of the anticipated changes and allow the Union five (5) days to provide input before posting the position for bid. An employee displaced under this bidding provision shall, by seniority, have the right to bump laterally or lower, if qualified by certification, test results, etc. None of these requirements shall apply in the event of an emergency as determined by the Employer.

10.3 The Employer may schedule building checks. The building check responsibility shall be assigned first to available Flex Shift custodian(s). However, if Flex Shift custodian is unavailable and should building checks be scheduled, these checks shall be paid at double time. One hour will be allowed each day for the required checks.

10.4 Employees reporting for work during their regularly scheduled working hours who are sent home through no fault of their own shall be paid a minimum four (4) hours of work. Employees called to work outside of their regularly scheduled working hours, other than building checks, shall be paid for a minimum of two (2) hours of work. Such time shall commence at the time of call.

10.5 Opportunity for overtime will be equalized by building to the fullest extent possible.

10.6 In the event of an absence, the decision whether to fill the position is at the discretion of the Employer. If the Employer decides to staff an absence, the following procedure shall be followed:

- a) When an employee is absent, the building principal may elect any of the following:
  - 1) Authorize a maximum total of four (4) hours of overtime each day for regular staff in order to provide minimum coverage for the absent employee.
  - 2) Request overtime from the district wide overtime list if building staff are not available.
  - 3) Request a temporary call-in substitute custodian that may be provided for a period of up to eight (8) hours each day.
- b) The above guidelines notwithstanding, in the case of a planned absence, a temporary call-in substitute custodian may be provided to the building for a total of up to eight (8) hours each day. No overtime is authorized for this situation.
- c) Building principals may authorize additional overtime for existing staff as conditions, such as a special event, require.
- d) Temporary call-in substitute custodians will not be used for weekend work except in an emergency when regular staff are not available.
- e) Temporary call-in substitute custodians will be provided subject to availability.

Temporary call-in substitute custodians will not be used to staff a regular custodial

position vacancy except in an emergency or as provided for in Article 9.1.

10.7 **Unplanned School Closings** – When regular work is scheduled and all schools are ordered closed for the entire day by the Superintendent or designee, classifications under this Master Agreement will report to work and receive their regular rate of pay. This section shall apply to each day of the school closing.

10.8 Custodians who are not notified by Thursday night of custodial work for the following weekend shall receive two (2) hours of call in time plus the time actually worked. This does not apply in case of an emergency.

## **ARTICLE XI**

### **Compensation**

The wages of employees covered by the Agreement are as set forth in Schedule "A" which is attached to and incorporated in this Agreement.

## **ARTICLE XII**

### **Vacations**

12.1 The vacation year for all employees shall be July 1 through June 30. The vacation service years are to be earned by vacation year. Employees hired prior to January 1 will be given credit for a full year of employment for vacation purposes. Vacation time will not be accumulative and will not be compensable if not taken, unless prior approval is given by the Assistant Superintendent for Personnel. Employees hired after January 1, but prior to July 1, will receive a pro-rated vacation for that period of time ( $5 \text{ days} \times \text{months worked} \div 12$ ) but will not receive any vacation credit for this period of time thereafter. (For the following period of July 1 - June 30, these employees would qualify for five (5) days of vacation only.) The period of continuous employment for vacation purposes commences July 1 following the hire date for employees hired after January 1 but prior to July 1. An employee continues to accumulate vacation time while on paid leave. No vacation time accumulates while an employee is on an unpaid leave. If an employee is laid off, previous continuous employment during that year will count for vacation purposes upon the employee's return to work and will be pro-rated for actual time worked on July 1. Probationary employees hired after December 31 will be entitled to pro-rated vacation on July 1 for actual time worked during the previous fiscal year.

12.2 Employees will be credited with vacation time as follows: one (1) week after one (1) year of continuous employment; two (2) weeks after two (2) years of continuous employment; three (3) weeks after eight (8) years of continuous employment.

12.3 All employees shall be required to take their vacations each year based on the following window period and schedule: employees with one (1) to three (3) weeks shall take one (1) week

(five vacation days) the week in which the fourth of July holiday is recognized and the following Monday, based on operational needs. An employee's request to take their vacation at a particular time during the window period may only be turned down for overriding operational concerns as determined by the employer. In the event such an employee request is turned down, the employee will reschedule their vacation during the window period unless the requirement that the vacation time be taken during the window period is waived at the discretion of the Assistant Superintendent for Personnel. Senior employees shall have first consideration.

12.4 Paid holidays falling within a paid vacation will not be charged against the earned vacation time.

12.5 Any employee who terminates employment with the Employer shall be entitled to take pro-rated accumulated vacation pay at the rate of pay received by said employee at the time of leaving. Vacations must be taken on a yearly basis and are not accumulative unless prior approval is received in writing from the Assistant Superintendent for Personnel.

12.6 Vacations may be taken anytime during the year, with the exception of those required in Article 12.3. Employees are required to take one (1) furlough day on a non-student day. Requests for both vacation and furlough days require ten (10) working days prior approval from the Director or Principal.

12.7 If an employee is laid off for a period of two (2) years or less or is on an approved unpaid leave of absence of twenty-four (24) months or less, this time will not be considered a break in continuous service, provided however, that this layoff or absence time will not be considered continuous employment for figuring vacation allowance. For example, an employee who has five (5) years of continuous employment for vacation purposes and is laid off for one (1) year would only have five (5) years of continuous employment for vacation purposes upon return from layoff. If a person returns in less than one (1) year from layoff or leave, he/she would receive a pro-rated vacation for that year figured on the nearest month of majority calendar days in that month. For example, an employee with a hire date of July 1 who returns on January 12 would qualify for 6/12ths of ten (10) days or five (5) days of vacation on June 30, if he/she had completed five (5) years of continuous employment beforehand. If this employee returned on January 20, the person would qualify for 5/12ths or four (4) days of vacation on June 30. Seniority continues to accumulate while on a layoff of up to two (2) years.

## **ARTICLE XIII**

### **Holidays**

The following regular holidays shall be observed and all employees shall be paid their usual and regular rate of pay: New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Day, and the last working day before Christmas. If a holiday falls on Sunday, the employees will observe the same on Monday; if a holiday falls on a Saturday, the employees will observe the same on Friday.

## ARTICLE XIV

### **Personal Leave Without Pay**

14.1 Upon application by the employee to the Employer, unpaid leaves of absence may be granted in the case of justifiable reasons. An unpaid leave of absence shall be granted for justifiable reasons such as inability to work because of physical, mental or emotional reasons, or for care of family members if such inability is supported by medical documentation. For purposes of this section, a family member shall be defined as spouse, children, parents, or a person for whom the employee is a legally appointed guardian. The need to provide care for such family members shall be supported by medical documentation if requested by the employer. Leaves of personal absence shall not exceed twelve months. Seniority of the employee will not accumulate during leaves of absence under this paragraph which exceed six (6) months. Leaves of personal absence not in excess of the maximum time provided for in this paragraph may be extended upon written application of the employee and upon the approval of the Employer in advance of the expiration date. Disposition of all requests for leaves of absence and extensions thereof shall be in writing. All leaves are without pay or benefits effective with the first day of the leave except as prescribed by law.

14.2 Any employee who accepts other employment while on leave from the Employer will be considered to have terminated employment. Any employee who does not report back to work by the expiration date as set forth on the leave of absence notice, or does not receive an approved extension shall be deemed to have voluntarily quit the service of the Employer pursuant to Paragraph 7.4 of this Agreement.

14.3 Any employee covered by this Agreement who enters active duty in the United States Military Service, who: (1) is still qualified to perform the duties of the former position, and (2) makes application for re-employment within ninety (90) days after release from active duty, shall be restored employment. Status with respect to other employees shall be the same as if the employee had not entered the service. This provision is limited to one (1) normal enlistment period.

14.4 Employees elected or appointed to Union or public office may be granted leaves in excess of twenty-four (24) months. Seniority of such employees shall not accumulate during leaves of absence under these conditions, except as provided for in Paragraph 14.1 of this Agreement.

14.5 Employer may grant leaves of absences for up to six (6) months for the purpose of child care. Such care shall be for newborns or for children suffering serious illnesses. Such leave shall be restricted to legal parents. Employees on said leaves may purchase insurance from the Employer at the group rate. The Employer shall reserve the employee's position for the first ninety (90) days of the leave. Thereafter, the employer may reserve the position for the employee but is under no obligation to do so.

## ARTICLE XV

### **Personal Leave With Pay**

15.1 Personal leave with pay shall be earned at the rate of one (1) day per month for each month of active, non-probationary employment during the term of this contract. Personal leave with pay, as earned in the previous six (6) month period, shall be credited to the employee's Personal Leave Bank semi-annually, on each June 30 and December 31 to be available for use on the following July 1 and January 1, respectively. The accumulation in each employee's Personal Leave Bank shall be limited to a maximum of forty-five (45) days at each June 30.

15.2 Personal leave with pay shall be available to each employee to the extent of the number of days accumulated in the individual's Personal Leave Bank only for the reasons and within the limitations listed below.

15.2.1 An absence due to Personal Illness/Injury of an employee shall be compensable to the extent of the number of days accumulated in the employee's Personal Leave Bank. A certificate of inability to work by reason of illness from a licensed doctor of medicine or osteopathy, examination by the Health Officer or other physician designated by the School Board, and such other evidence of illness and inability to work as the School Board may deem necessary may be required as evidence of the illness. Any absence of three or more days due to personal illness or injury may require a written statement from a licensed doctor of medicine or osteopathy stating the employee is fit to return to work. Personal illness time shall not be used for routine doctor and dentist appointments. Sick leave pay will not be allowed for injuries or illness connected with outside employment. Sick leave pay will also not be allowed for injuries or illness connected with volunteer work for governmental agencies when those agencies provide either compensation or compensation insurance for those heretofore mentioned injuries or illnesses.

15.2.2 Absences required to attend to a death in the immediate family may be compensable up to a maximum of four (4) days per incident. Immediate family shall be interpreted as: husband, wife, child, mother, father, brother, sister, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother and grandfather, or persons residing in the same household for whom the employee is the legally appointed guardian.

15.2.3 Absence required to attend to Family Household Illness may be compensable up to a maximum of three (3) days. Family Household Illness is defined as an emergency illness of a family member other than the employee, which requires emergency medical or nursing care. The employer may require verification of the need at its discretion.

15.2.4 Absence required to attend to Personal Business may be compensable up to a maximum of two (2) days annually for business and family obligations that cannot be met outside of the working day. These days may be used for such things (illustrations of, but not limited to) as court appearances, probating a will, attending graduation exercises of children, and attending funerals of relatives; providing that arrangements are made with the supervisor three (3) days in advance of the anticipated absence. In case of an emergency, the supervisor may waive the three (3) day advance notice. Emergencies are considered to be for reasons such as a flooded

basement, automobile accident, or a home fire. However, the employer may request verification of the need for the emergency personal business day at its discretion. Except for funerals of relatives, the last working day before and first working day after a holiday or vacation will not be recognized by the Board as a Personal Business day. Personal Business Leave will not be permitted for the purposes of personal pleasure such as travel, hunting, skiing, sports events, extended vacations or for gainful employment.

15.3 During the summer months when school is not in regular session, a custodian or bus mechanic who is a fireman or on the EMS roster of his/her local fire department within the confines of the East China School District will be excused to attend to emergency duties under the following conditions:

- a) Another custodian or bus mechanic is present in the building;
- b) No work is in progress that requires the employee's immediate attention;
- c) The individual can make up the scheduled number of work hours unless approved otherwise; and
- d) No overtime pay will be required.

## **ARTICLE XVI**

### **Supplemental Workmen's Compensation**

16.1 An employee who is absent because of any injury or disease compensable under the Michigan Worker's Compensation law may elect to receive from the Employer, from the employee's accumulated personal leave only, the difference between the statutory allowance under the Worker's Compensation Act and the employee's regular salary with a pro-rated subtraction for each day used of said accumulated personal leave until the same has been depleted. The Employer's maximum liability under this section shall be the salary amount of the employee's accumulated personal leave days at the time of the claim.

16.2 Any employee, while absent due to a compensable injury under the Michigan Workmen's Compensation Act, shall accumulate seniority, vacation time and personal leave benefits as provided for in this contract as though the employee would have worked. In addition, such employee shall receive vacation and personal leave benefits pro-rated on the amount of time actually worked during the prior year. However, all benefits, except seniority, shall cease at the end of one (1) year from the date of the approval of benefits from the Workmen's Compensation Act.

## ARTICLE XVII

### Insurance

17.1 The provisions of this group policy and the rules and regulations of the Carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Employer's sole and only responsibility shall be for the payment of stipends as set forth in this paragraph. Effective July 1, 2012, employees hired prior to July 1, 2008 shall be eligible annually for the following stipend to be used toward health care premiums:

- Family \$11,500
- Two-Person \$10,500
- Single \$ 4,600

The employee may use stipend to elect between MESSA Choices \$500/\$1000 or MESSA ABC - HSA \$1250/\$2500. The difference between the stipend and actual cost of the premium and any associated deductible shall be borne by the employee and spread evenly across the 24 annual pays. On July 1, 2013, the difference between the 2012-13 premiums and 2013-14 premiums will be calculated. Half of that difference shall be added to the stipend for each coverage level (Family, 2-Person, Single). The stipend level for 2013-14 and 2014-15 shall remain the same.

The provisions of this group policy and the rules and regulations of the Carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. For employees hired on or after July 1, 2008, the Employer's sole and only responsibility shall be for the payment of the stipend (single subscriber) as set forth in this paragraph. Employees hired on or after July 1, 2008 who elect two-person or full family coverage shall pay the difference between the District single subscriber stipend contribution and the cost of the two-person / full family coverage.

Effective July 1, 2012, employees hired on or after July 1, 2008 shall be eligible annually for the following stipend to be used toward health care premiums:

- Single \$4,600

The employee may use the stipend to elect between MESSA Choices \$500/\$1000 or MESSA ABC – HSA \$1250/\$2500. The difference between the premium and actual cost of the premium and any associated deductible shall be borne by the employee and spread evenly across the 24 annual pays. Pending any savings from staffing changes, per Tentative Agreement, the stipend level shall increase effective July 1, 2013 equivalent to one-half (1/2) the savings prorated across single, two person and full family

17.2 The Board will pay the premium for long-term disability insurance protection for each employee covered by this contract, under a group policy with a Carrier selected by the Board. The policy will be of a type where benefits are payable for continuing disability commencing six (6) months after absence due to sickness or accident commences and shall be not more than sixty (60%) percent of base salary or \$1,000 per month, whichever is lesser. The provisions of the group policy and the rules and regulations of the Carrier will govern as to commencement,

amount and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay the premiums.

The Board will provide the opportunity for custodians to elect to purchase a short-term disability insurance protection for each employee covered by this contract, under a group policy with a Carrier selected by the Board. The policy will be of a type where benefits are payable for continuing disability commencing thirty (30) days after absence due to sickness or accident commences and shall be not more than 60% percent of base salary or \$500 per week, whichever is lesser. The provisions of the group policy and the rules and regulations of the Carrier will govern as to commencement, amount and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to offer the opportunity to purchase said insurance.

17.3 The Board will pay the premium for a dental plan with benefits no less than Delta Dental: Class I, II, III – 90/80/60 \$1,000 Annual Maximum; Class IV Child Ortho - \$1,000 Life Maximum. The plan shall include internal and external coordination of benefits.

Upon proper written application, the Board will pay the premium (Single, Two-Person, or Family, whichever is applicable) for the district vision plan. The plan shall include internal and external coordination of benefits.

The provisions of both the dental and vision group policies above and the rules and regulations of the Carrier will govern as to the commencement, amount and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay the premiums.

17.4 The Employer will pay the premium for Group Term Life Insurance protection in the face amount of thirty-five thousand (\$35,000) dollars for each employee under a group policy with a Carrier selected by the Employer. The provisions of the group policy and the rules and regulations of the Carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Employer's sole and only responsibility shall be to pay the premiums on the Group Term Life Policy for the term of this contract. Subject to approval by the Carrier, the policy will include the right to convert coverage when discontinuing employment with the school district without physical certification as to insurability upon proper written application to the Carrier within thirty (30) days of severing employment.

17.5 In the event of a layoff, the Board will pay the employee's health insurance premium for the first month after the month in which the employee was laid off. For example, if an employee is laid off on November 20, the Board will pay the health insurance premium for the month of December.

17.6 In order to be covered by any of the insurance benefits, an employee must make proper written application at the Central Administrative Office on forms required by the Carrier(s).

For probationary employees, insurance benefits provided for in this article shall commence after sixty (60) calendar days closest to the first day of the month following the date

of employment.

Probationary employees shall not be entitled to holiday pay or accruing or taking paid personal leave or other types of leave. Probationary employees shall be entitled to pro-rated vacation as set forth in Article 12.1.

17.7 The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code to be effective January 1, 1996. Under this plan, an individual employee may elect to receive cash in lieu of health insurance benefits if the employee meets the following prerequisites:

- a. The employee is eligible to receive health insurance benefits; and
- b. The employee file a Benefit Election Form within the timelines established by the Plan Administrator; and
- c. The employee certifies that he/she is covered under another health insurance program.

Employees who lose eligibility for health insurance benefits during the course of the plan year or who are eligible for partial health insurance benefits shall have the annual amount of the cash opt-out prorated.

The maximum annual amount of the cash benefit shall be \$1,200; payable in monthly payments of \$100.00

To elect a tax-deferred annuity, the bargaining unit member must enter into a salary reduction agreement. All costs relating to the implementation and administration of benefits under this program shall be borne by the employer.

## **ARTICLE XVIII**

### **General Provisions**

18.1 Bulletin boards will be provided for the use of the employees. Bulletin boards will be used for the posting of notices of legitimate employee activities only, and in no case shall advertising, political, obscene, or scurrilous printed or written matter be placed on any bulletin board.

18.2 All employees shall be entitled to two (2) fifteen (15) minute breaks without loss of pay - one (1) prior to the employee's 30 minute meal period and one (1) following.

18.3 A reasonable length of time, not to exceed fifteen (15) minutes, will be granted to all employees to clean up before the end of the day.

18.4 The Employer will issue paychecks to the employees twice monthly – on the 8<sup>th</sup> and 23<sup>rd</sup>

of each month. All employees shall be required to have direct deposit.

18.5 The Employer agrees to supply work uniforms for bus mechanics. The Employer will determine how uniforms are to be supplied. The Employer agrees to provide work uniforms for custodial and maintenance employees on the following basis:

- At the time of initial employment, custodial and maintenance employees will be provided with five (5) shirts and five (5) pairs of pants.
- On an annual basis, custodial and maintenance employees will be provided four (4) additional units. A unit is defined as either a shirt or a pair of pants. The employee will choose the combination of shirts or pants to make up the four (4) units.
- The annual replacement of uniforms will be at the beginning of the fiscal year (July 1). New employees hired between January 1 and June 30 shall receive their first replacement uniforms on July 1 following their first full year of employment.
- It is understood that the maintenance of uniforms is the responsibility of the individual employee, and that the wearing of uniforms is mandatory.

18.6 Insurance and other fringe benefits will commence the first of the month following ratification by the Board (or as soon thereafter as possible).

18.7 If an employee covered by this Agreement is called for jury duty, the employee shall be compensated by the Employer for the difference between what is received for such duty and what would have been paid for work performed. Employer may require such proof as it deems necessary to establish that an employee has been selected for such duty and has served in such capacity.

18.8 A copy of any new or revised work rules will be sent to the Local Unit Chairman at least one (1) week before the new or revised work rules are promulgated.

18.9 With prior approval of the Assistant Superintendent for Personnel or the Superintendent of Schools, the Board will reimburse employees one-half (1/2) of the cost of tuition, fees and books up to a total maximum of \$100.00 in any one fiscal year for any course work, classes or training which is related to or will augment the employee's performance of responsibilities. This training includes but is not limited to course work taken at the college level, trade or technical courses or high tech training. To receive reimbursement, the employee must submit proof of successful completion of the work and paid receipts covering same.

18.10 Bus Mechanics must possess and maintain a State of Michigan - Heavy Truck Mechanic certification. Also, all mechanics must possess and maintain a State of Michigan CDL Class A driver's license. The district will pay the cost of obtaining additional certification or licenses for existing employees if the certification or license is required by the district and upon prior written approval of the Assistant Superintendent, Personnel.

The Groundskeeper must possess and maintain certification as a Certified Pesticide Applicator according to Public Act 636 and 637. All other employees who are required by Public Act 636 and 637 must possess and maintain certification as Certified Pesticide Applicators or Registered Pesticide Technicians. The district will pay the cost of obtaining and maintaining these certifications upon prior written approval of the Assistant Superintendent, Personnel.

18.11 In the event that the district acquires equipment for the Maintenance Department, the operation of which requires special licensing by law, all Maintenance Department employees shall be required, if requested by Administration, to acquire and maintain said license. Costs of acquiring these licenses for existing employees will be borne by the Board.

18.12 The Directors of Operations and Transportation shall not be permitted to perform work within the bargaining unit, except in the case of an emergency arising out of an unforeseen circumstance which calls for immediate action, and the instruction or training of employees, including demonstrating the proper methods to accomplish the task assigned.

18.13 Temporary help may be hired for routine maintenance, cutting of grass and painting during the months of May, June, July and August.

## **ARTICLE XIX**

### **Term of Agreement**

19.1 This Agreement shall be in effect beginning July 1, 2012, except as otherwise provided herein, and shall remain in full force and effect through June 30, 2015. The Agreement shall be renewed from year to year thereafter; provided that either party hereto may reopen the Agreement for changes or amendments or may terminate the Agreement by serving written notice on either party of its desire to change, amend or terminate at least sixty (60) days prior to the expiration date of this Agreement or any extension thereof.

19.2 If any law now existing or hereafter enacted, or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto upon notice to the other may reopen for negotiation the invalidated portion, and if an agreement hereon cannot be reached within thirty (30) days, either party may submit the matter to the State Labor Mediation Board.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 14th c  
2012.

MICHIGAN SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 517M

By Michael Miller  
Michael Miller, Chairman

By Ed Wiginton  
Ed Wiginton, Steward

By Jay C Bennett  
Jay Bennett, Steward

By Lisa Nancarrow  
Lisa Nancarrow, Secretary

By Charles M. Boulie  
Charles M. Boulie, Negotiator

By Lynda Roberts  
Lynda Roberts, SEIU Labor Relations Specialist

BOARD OF EDUCATION  
EAST CHINA SCHOOL DISTRICT

By Michael McCartan  
Michael McCartan, President

And Rodney P. Green  
Rodney P. Green, Superintendent

**PAY CLASSIFICATION – SCHEDULE A**  
**SALARY SCHEDULE – 2012-2015**  
**For Bargaining Unit Members Hired Prior to July 1, 2008**

	<u>2012-15</u>
<b>Building Head I</b>	15.96
<b>Building Head II</b>	15.25
<b>Night Crew Leader</b>	15.25
<b>Custodian I &amp; CI/Assistant Groundskeeper</b>	15.00
<b>Groundskeeper</b>	16.53
<b>Multi-Trade Technician</b>	16.53
<b>Bus Mechanic</b>	16.53

**SALARY SCHEDULE – 2012-15**  
**For Bargaining Unit Members Hired On or After July 1, 2008 & Before July 1, 2012**

	<u>2012-15</u>
<b>Building Head I</b>	14.03
<b>Building Head II / Night Crew Leader</b>	13.40
<b>Custodian I &amp; CI/Assistant Groundskeeper</b>	
After One Year	10.88
After Two Years	11.61
After Three Years	12.29
After Four Years	13.13
<b>Groundskeeper / Multi-Trade Technician / Bus Mechanic</b>	
Starting Rate	13.82
After One Year	14.17
After Two Years	14.53

Building Head I - Middle School and High School Building Head Custodians  
 Building Head II - Elementary Head Custodians

Employees assigned painting jobs shall be paid a \$.35 per hour premium.

Bus mechanics must be state certified as a mechanic