

AGREEMENT BETWEEN

The

**NILES COMMUNITY SCHOOLS
and the**

BUILDING SERVICE EMPLOYEES

INTERNATIONAL UNION

LOCAL 517M

MAINTENANCE AND OPERATIONS

Contract Term:

July 1, 2018 - June 30, 2021

MAINTENANCE AND OPERATIONS

MASTER AGREEMENT

The following Agreement has been developed by the Niles Community Schools Board of Education and the Service Employees International Union, AFL-CIO, Local 517M, and covers the period from July 1, 2018, to June 30, 2021, unless mutually agreed upon to reopen. The wage rates, as established in this contract, cover the period from July 1, 2018, to June 30, 2021. This Agreement may be extended for specified periods of time by mutual agreement of both Union and Board of Education.

Sixty days prior to the expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the next school year.

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ARTICLE 1. PURPOSE OF INTENT

Section A. The general purpose of this agreement is to set forth the wages, hours, and working conditions of employment. Both the Employer and Union agree to abide by the terms and conditions set forth herein for the duration of this agreement.

Section B. The Employer and Union agree that neither will discriminate against any employee because of his/her exercising those rights guaranteed by State or Federal law, and both the Employer and Union agree to be bound by State and Federal law as that law applied to wages, hours, and working conditions.

ARTICLE 2. RECOGNITION

Section A. The Board hereby recognizes the Union, Service Employees International Union, AFL-CIO, Local 517M, as the exclusive bargaining representative for custodians, maintenance and yard workers, mechanics, receiving clerks, and food delivery persons regularly employed by the Board, excluding the Employer and Supervisor of Transportation, Director of Operations, Night Supervisor or other supervisory personnel, and temporary summer employees.

ARTICLE 3. UNION RIGHTS AND RESPONSIBILITIES

Section A. The Board and the Union agree that neither will discriminate against an employee or member because of his/her race, age, creed, sex, color, or national origin.

Section B. The Union shall promptly notify the Employer in writing of the names of those persons who have been duly authorized to act on its behalf and the authority of each person so authorized. Each such notice shall remain in effect until superseded by a new written notice duly signed and dated.

Section C. The Union shall have the right to use school building facilities for meetings as long as the Union abides by the rules and regulations established by the Employer for the use of school facilities.

Section D. The Union shall have the right to communicate with bargaining unit members through the use of designated bulletin boards, or sections thereof. All materials shall bear the name of the Union and the name of the person authorizing the posting or the distribution thereof. No Union materials of any kind shall be displayed on or about the physical facilities of the Employer except on designated bulletin boards and no displayed materials shall be derogatory to the Employer nor to any employee. The Union shall save and hold the Employer harmless from any and all expenses of liability whatsoever rising out of the preparation and/or distribution and/or use of any materials distributed by the Union or by Union members.

Section E. Employees shall be clean and neat at all times, refrain from the use of tobacco, use no profane language in the presence of school children, and at no time while at work be under the influence of alcohol or drugs.

Section F. All drivers must possess a current driver's license and be literate.

Section G. The Employer agrees to grant sixteen (16) hours annually of released time, without pay, for Union in-service time, which may be used in accordance with the following guidelines, namely;

1. Attendance at meetings of the Service Employees International Union for the purpose of conducting official SEIU business, including conventions, workshops, schools and other similar activities related to the representation of the employees covered by this Agreement.
2. Not more than one (1) person from a building may be granted Union leave at a time.
3. A request for a leave shall be made in writing not less than five (5) working days prior to the leave.

Section H. The Human Resources Department will once per month notify, in writing, the local Union unit president, the names of:

1. New hires.
2. Employees who have terminated employment.
3. Employees who have gone on approved leave of absence without pay for over three (3) months.
4. Assignment.

ARTICLE 4. SENIORITY

Section A. Seniority standing shall be granted to all regularly employed, full - or part-time maintenance and operational employees who have completed a successful probationary period of 60 days of actual work.

Section B. In computing service to determine the employee's position on the seniority schedule at the expiration of a leave of absence, time spent on such leave shall be counted on seniority.

Section C. An employee shall lose his/her seniority upon termination of employment, layoff after one year, failure to return from leave.

Section D. In case of transfer from one classification of work to another, employees involved in the transfer shall not lose their seniority standing.

Section E. Seniority shall be defined as an employee's length of continuous employment with the Employer since his/her last hiring date.

"Hiring date" shall mean the date upon which an employee first reported for work as a regular full - or part-time employee.

Section F. All new employees shall be probationary employees until they have worked 60 work days as regular full- or part-time employees of the Employer. There shall be no seniority for probationary, temporary, or substitute employees; such employees may be laid off, suspended, or discharged at the sole discretion of the Employer without regard to length of service and without recourse to the terms of this Agreement.

Section G. Upon satisfactorily completing his/her probationary period, the employee's name shall appear on the seniority list as of his/her most recent date of hire as a regular full-time or part-time employee.

Section H. An up-to-date seniority list shall be prepared by the Employer and forwarded to the bargaining unit President within fifteen (15) days after the execution of this Agreement. Revised seniority lists shall be forwarded to the bargaining unit President, upon request, when there has been a change in the seniority list. The list shall be posted by July 1st each year. Objections to the seniority list shall be filed by August 15th; thereafter the list shall be final and conclusive.

Section I. The Employer agrees to provide a transaction report once a year in the month of July to the Union in electronic form, containing the following information for each employee in the bargaining unit: employee's name, home address, phone number, hire date, work location, classification, full-time or part-time status, email address and birthdate.

ARTICLE 5. PRORATION

Section A. All permanent part-time employees will have all benefits for which they qualify prorated based on their hours of work compared to 40 hours per week.

ARTICLE 6. VACANCY, PROMOTION, ASSIGNMENT AND TRANSFER

Section A. All vacancies and new positions will be posted internally for five working days. Duties and qualifications will be stated in each position. Such vacancies and new positions shall be filled from the ranks of our employees, when qualified, providing the employee has submitted a written application for the position to the Operations Office within the five working-day period of the posting.

All custodial classifications will be considered the same for job bidding purposes.

Selection within job classification shall be based upon seniority. Selection between classifications shall be based on training, seniority, experience, attitude, health, and attendance if there is a pattern of abuse and has been addressed per Article 14, Section E, and ability to get along with fellow workers. All the above being equal, seniority will be the determining factor.

In selection for head custodian positions, the Employer must consider each candidate's training, seniority, experience, attitude, health, attendance if there is a pattern of abuse and has been addressed per Article 14, Section E, and ability to get along with others. The Employer's selection may not be grieved unless:

1. The Employer has failed to evaluate each of the foregoing factors for each candidate, or
2. Where the Employer has evaluated the foregoing factors, the Employer's evaluation of those factors has been arbitrary and capricious.
3. When an employee's application for a different position is approved by the Board, that employee must terminate his/her immediate former position when the new position is final unless the Board waives this subsection.

Employees on disciplinary probation are not eligible for promotion or transfer to another job.

Substitute employees are not automatically eligible for part-time/fulltime positions.

Section B. Employees shall be limited to two job moves within the same job classification within each contract year.

Section C. All vacancies shall be filled within five working days after bids are closed, whenever possible.

Section D. A maximum probation period of five days of actual work shall be served by each Union employee who transfers to another building and does not change job classification. An employee serving such a five days-of-actual-work probationary period may return to his/her former permanent position if unable to perform the work or not satisfied at the end of the five days of actual work, or earlier at the decision of either the employee or the supervisor.

Section E. A maximum probation period of thirty (30) days of actual work shall be served by each employee who moves to a different job classification. An employee serving a thirty-days-of-actual-work probationary period in a different job classification may return to his former position if unable to perform the work or not satisfied at the end of the 30 days of actual work, or earlier at the decision of either the employee or the supervisor.

ARTICLE 7. LAYOFF AND RECALL

Section A. Employees will be given as much advance notice as possible whenever it becomes necessary to reduce the work force. Whenever possible, reduction of the work force shall be based on seniority and ability within a classification. All things being equal, seniority shall prevail.

Section B. Accrued benefits will be prorated for personnel who are on layoff, if less than ten months into the year.

Section C. No position shall be filled by the Administration until all persons laid off have been called back to work within classification provided the laid off employee is qualified and able to perform the duties. No substitutes shall be hired by the Administration for a permanent position until all persons laid off within classification are back to work.

Section D. If permanent full-time or part-time openings occur, the Board has the responsibility to recall laid-off persons in order of seniority or up to 12 months after layoff provided the employee is qualified.

Section E. When an employee's job is eliminated or returns from an approved leave of absence (not to exceed 90 days) he/she shall have the right to use his/her seniority and bump any other employee having less seniority within the same job classification. Or, when qualified, an employee in a lower wage classification.

Section F. Any employee who has been bumped by another employee may use his/her seniority and bump any other employee having less seniority within the same job classification or, when qualified, an employee in an equal or lower wage classification.

Section G. An employee may only use this bumping right once, and must stay at the position he/she bumped into, but may bid on any position, which is up for bid.

Section H. All bumping rights must be exercised in writing and must be submitted to the Operations Office prior to the end of the second business day of the day following the employee's notification of displacement.

Section I. It is understood that if the deadline passes and no written notification is received by the Operations Office, the employee forfeits his/her bumping right and shall be assigned permanently to the position that is left after the bumping process is completed. In the meantime, the employee will be assigned at the discretion of the Employer.

ARTICLE 8. WORKING HOURS

Section A. Work shifts will be established by the Employer and/or his/her designee as necessary for the overall efficient operation of the district. General guidelines will be as follows:

Day shift – Any shift beginning on or after 6 a.m.

Second shift – Any shift beginning on or after 2 p.m.
Third shift – Any shift beginning on or after 10 p.m.

Work-shift adjustment may be made for seasonal or other need. When adjustments or changes in work shifts are planned, the Union will be consulted prior to any such changes.

Section B. Night-shift employees are allowed a thirty-minute dinner break during their eight-hour shift. The timing of the break during the shift may be determined by the Employer.

Section C. Working hours of part-time employees will be when most suitable for the job(s) and do not have to be in succession.

Section D. If due to economic conditions the Board of Education is required to reduce the work force, adjustments in schedules may be made by the Employer. The Union will be consulted prior to any such change.

Section E. A regularly scheduled work week for regular full-time employees shall consist of forty (40) hours. The normal work day for full-time employees shall consist of eight (8) duty hours, which may be interrupted by a lunch period. In buildings with only one custodian on duty, the lunch period shall be unpaid unless there is an activity and in this situation the person shall be paid. In buildings with more than one custodian on duty, lunch hours shall be staggered and shall be unpaid. Each employee may take a fifteen (15) minutes rest period during each one-half day of work, provided that the rest period shall not interfere with the normal operation of the Employer, and is as scheduled by the Employer. No Union business shall be conducted during paid time unless directed by the Employer. The beginning and end of the work day and work week shall be as scheduled from time to time by the Employer, provided, however, that an employee shall receive reasonable notice of any change in the work schedule. (It is understood that in emergency situations or in snow removal, reasonable advance notice cannot be given.) The Employer will not change the work day or work week without consulting the Union prior to any such changes and will not be arbitrary or capricious with any such change.

Section F. Some maintenance and custodial employees may be scheduled for four (4) ten hour work days per week if the School and the Union can mutually agree

ARTICLE 9. CALL-IN PAY

Section A. Call-ins and facility checks will be scheduled by the Director of Operations and his/her designee. Employee will clock in/out. Employee will receive a minimum of (two) 2 hours pay at his/her regular rate of pay. If additional time is worked, it will be paid as stated in ARTICLE 12.

Section B. When there are activities in the building, which require custodial services, one or more custodians shall be assigned to do the work. If a person is on duty covering a weekend building activity, he/she will be expected to perform all building checks and no additional

compensation will be paid for a building check.

Section C. The head custodian or the assigned custodian will make facility checks at the appropriate times under the direction of the Employer. The minimum amount an employee will be paid for any weekend work will be equal to the amount for a facility check in the designated building, as stated in Section A.

Section D. When weekend facility checks cannot be done by the head custodian or night foreman and no activities are scheduled in that building, they shall be done by rotating turns according to seniority with other custodians in that building.

ARTICLE 10. GRIEVANCE PROCEDURE

Section A. Should differences arise between the Employer and the Union, or its members employed by the Employer, as to the meaning and application of this Agreement, an earnest effort shall be made to settle the same by the following procedure:

Step 1 - Any employee having a complaint or grievance shall, within five working days after the occurrence complained of, go directly to his/her supervisor for discussion of the problem. The supervisor must make a serious effort to answer the complaint without delay, and in no event shall the time of the supervisor's consideration exceed five working days.

Step 2 - Any employee whose complaint or grievance cannot be satisfied at Step 1 shall reduce it to writing* within ten (10) working days on a designated form which shall be delivered to the Union steward, who shall deliver said grievance to the Employer. The Employer shall confer with the employee and a Union steward at his/her earliest opportunity, not to exceed five working days. The Employer shall provide a written answer within five working days of said conference.

*The written grievance shall contain at least the following information:

- a. The name(s) of the grievant(s);
- b. The date of the cause giving rise to the alleged violation(s);
- c. The facts (time, date, place, who was involved, and what happened) giving rise to the alleged violation(s);
- d. The article(s) and section(s) alleged to be violated; e. The relief requested.

Step 3 - If the employee or steward are not satisfied with the disposition of the grievance by the Employer, or if no disposition has been made within five working days of such meeting, the grievance shall be transmitted to the Superintendent of Schools, or his/her designee, within five working days by filing a written copy thereof. The Superintendent, or his/her designee, shall

meet with the Grievance Committee within five working days to discuss the complaint. The Superintendent, or his/her designee, shall provide a written answer within five working days.

Step 4 - If the Union is not satisfied with the disposition by the Superintendent or designee, or if no disposition has been made within five working days after expiration of the time limit in Step 3, the Union may appeal the grievance to the Michigan Employment Relations Commission within five working days. The union must notify the Employer in writing within five working days after the appeal request.

Step 5 - If the parties are unable to reach a solution to a grievance at Step 4, the grievance may be submitted to arbitration through the Michigan Employment Relations commission under the following conditions:

- a. The party that chooses to submit the grievance to arbitration must notify MERC and the other party in writing within ten (10) work days from the date of the receipt of the written grievance hearing decision from the Step 4 grievance hearing.
- b. Any grievance not submitted to arbitration time herein provided shall be deemed withdrawn.
- c. The parties will select an arbitrator through the Michigan Employment Relations Commission.
- d. The only evidence or arguments, which may be presented at the arbitration hearing, are those, which were used, in the previous steps of this grievance procedure and to which written reference has been made.
- e. The arbitrator shall have no authority except to pass upon alleged violations of the expressed terms of this Agreement. The arbitrator shall have no power to alter, add to, subtract, or vary the terms of this Agreement. The arbitrator shall not have the authority to determine that any provision is unconstitutional or contrary to federal or state statute, it being expressly agreed that such determination shall be made by a court of competent jurisdiction.
- f. The arbitrator shall render a written opinion within thirty (30) work days after the arbitration hearing.
- g. The costs of arbitration shall be born by the party least supported by the arbitrator's decision as determined by the arbitrator. The arbitrator shall not have the authority to split the costs but must determine the paying party. The losing party will pay the full costs of the arbitrator and his/her decision. Each side will pay its own costs for legal fees and witnesses.
- h. Step five of this process may be used four (4) times per year, July 1 to June 30. All other grievances will stop at step 4.
- i. Either party shall have the right within 10 work days from the date of the arbitrator's decision

to apply to a court of competent jurisdiction for a rehearing of the grievance as to law provided, however, that if application is not made within such time period, the decision of the arbitrator shall be binding.

Section B. The grievance procedure shall not apply to:

- a. A grievance by an employee who desires to assert his/her right to present such grievance to the Employer and have it adjusted without interference of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. A copy of any adjusted grievance under this paragraph, at the Superintendent level or above, will be forwarded to the Union President.
- b. The discharge, discipline, or suspension of a new probationary employee or evaluation of any employee.
- c. Any provision of this Agreement, which contains an express exclusion from this procedure.

Section C. It is mutually understood and agreed that when an employee believes that a cause for complaint exists, such employee shall have the right to meet and consult a steward. In such event, the employee shall request of his/her supervisor that the steward be summoned. The supervisor shall comply with this request as promptly as possible and arrange that the employee and the steward have an opportunity to confer.

Section D. It is mutually agreed that all parties involved in differences shall strictly adhere to the time limits contained herein except by mutual agreement.

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- b. The discharge, discipline, or suspension of a new probationary employee or evaluation of any employee.
- c. Any provision of this Agreement, which contains an express exclusion from this procedure.

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and the steward have an opportunity to confer.

Section D. It is mutually agreed that all parties involved in differences shall strictly adhere to the time limits contained herein except by mutual agreement.

ARTICLE 11. OVERTIME PAY

Section A. Time and one-half shall be paid for all work in excess of forty hours per week and on Saturday. Paid leave time shall be included toward the forty hours.

Section B. Double time shall be paid for all work on Sundays and holidays, excluding building checks.

Section C. All overtime shall be paid to each employee one pay later than the next regular pay period.

Section D. There shall be two overtime lists in each building, one list for week days and one list for weekends and holidays. Each employee desiring overtime, shall place their name on one or both lists in their building. The overtime shall be assigned to the senior employee and rotated down the list. This assignment of overtime shall be administered by the head custodian in each building.

The remedy for any errors in overtime assignment shall be limited to offering the employee who suffered the error the next overtime assignment.

If the employee declines the assignment, he/she goes to the bottom of the list and the next person becomes eligible to accept the assignment.

Section E. There shall also be a district-wide overtime list, to be used for the assignment of overtime in the event no employee on the building list wants the overtime. To be eligible for overtime assignment, the employee must be at work on the day the assignment is made. District-wide overtime will be assigned no more than five (5) days in advance. Overtime shall be assigned to the senior employee and rotated down the list. The Employer shall administer this assignment of overtime.

If the employee declines the assignment, he/she goes to the bottom of the list and the next person becomes eligible to accept the assignment. An employee who refuses five (5) consecutive assignments shall be removed from the list for the remaining portion of the school year (July 1 to June 30).

If more than one district overtime assignment is open from the same list, at the same time, the person who is next on that list will be given his/her choice of assignment.

ARTICLE 12. EMERGENCY SCHOOL CLOSING

If the school district is closed due to adverse weather, employees will report to work and will receive regular pay. Vacation time may be used if an employee deems it unsafe to report to work. The employee may use up to (1) sick day for a snow day per school year, after that administration may require a doctor's note for any additional snow days. If no doctor's note is provided by the employee, it will be considered an unpaid day of work. If there is a declared snow emergency, employees will not be required to report and will be paid their regular pay. Maintenance or custodial employees may be required to report and will be compensated an additional one (1) hour regular pay for each hour worked.

ARTICLE 13. DISCIPLINE

Section A. Any employee may be discharged for reasons which are not arbitrary or capricious upon the recommendation of his/her supervisor with approval of the Personnel Administrator. Any employee discharged shall be entitled to appeal in accordance with the grievance procedure.

Section B. No employee shall be disciplined for reasons which are not arbitrary or capricious or without being notified of the opportunity to have a union representative present. The procedure is as follows:

- a. Oral reprimand
- b. Letter of reprimand
- c. Suspension (length dependent upon the cause)
- d. Dismissal

There is also action for immediate dismissal, depending upon the incident (example: moral misconduct, reporting to work under the influence of alcohol or drugs not prescribed by a physician, etc.). Disciplinary action may be started at any step when the conduct of the employee merits strong corrective action. It is not the intent of this procedure to carry incidents of minor corrective discipline for long extended periods.

Section C. Wages begin at the time the worker reports for duty, but no earlier than the scheduled beginning time for his/her shift. Where available, time clocks will evidence the worker's starting time.

Section D. Deductions for tardiness will be made to the next highest one tenth of the hour after the clock is punched. An employee will be considered tardy if he/she arrives at work within two hours of the scheduled starting time. After two hours the employee will be considered absent. The supervisor will determine the excusability of the absence and will determine which person will work in the event a substitute has been called in.

Section E. Habitual tardiness will be cause for disciplinary action. Excepting extenuating circumstances as approved by the building principal or appropriate supervisor, it will be:

- a. First two tardies - verbal warning by immediate supervisor and pay adjustment as in Section D above.
- b. Third tardy - written warning from the Employer and pay adjustment as in Section B above.
- c. Fourth tardy - appropriate disciplinary action as decided by the Employer.

The Board of Education expects every employee to report to work on their scheduled work days. Any absence not covered under this Contract will be considered unexcused.

- a. Upon the first unexcused absence, a verbal warning will be issued by the Employer.
- b. Upon the second unexcused absence, a written warning will be issued by the Employer.
- c. Upon the third unexcused absence, an unpaid suspension of one (1) day will be issued by the Employer.
- d. Upon the fourth unexcused absence, appropriate action will be taken by the Employer up to and including discharge.

The accumulation of these violations would be for a period of 18 months effective July 1st of each year of this Contract.

ARTICLE 14. DISABILITY/SICK LEAVE

Section A. Sick leave shall be allowed for the personal illness or disability of the employee or family member per section "G" at the earned rate of one day per month, with unlimited accumulation, and will be credited the last business day of each month.

Section B. A physical examination may be required at Board expense where absence from work is excessive, exceeds five working days in succession, or suspected abuse. A certificate signed by a licensed M.D., D.O. and/or physician of the Employer's choice may be required.

Section C. Employees who run out of sick days and have not returned to work will have all insurance benefits terminated on the last day of the month the sick days run out, unless they are on an approved medical leave of absence.

Section D. When a regular employee has depleted all accumulated sick days, he/she will request, when physically or mentally able, in writing, a medical leave of absence for up to one year, without pay, for extended illness or disability. If the employee is physically or mentally unable to make this request, the Family and Medical Leave Act provisions will apply. Medical leave requests must be received within seven days before all sick days have been used. An application for such leave must include effective date of leave and expected date of return to work. Medical evidence must be submitted to support the leave request. A doctor's release to return to regular assignment must be submitted prior to returning to work. If an unpaid medical leave of absence is approved, insurance benefits will continue until the end of the month

following the month in which sick days were depleted.

Section E. The Operations Office shall be called in the event of absence due to illness at least one (1) hour prior to the beginning of the employee's regular work shift.

Section F. The Family and Medical Leave Act of 1993 will be controlling in those individual cases where its provisions of benefits exceed those of this Contract. Sick leave shall be concurrent with FMLA. If an employee on his/her volition fails to return from leave the employee shall reimburse the employer the insurance premiums paid by the employer, per FMLA rules and guidelines.

Section G. Sick leaves shall be allowed for the illness or doctor's appointments for spouse, child, parent or step-parent, mother-in-law, father-in-law, brother and sister, and stepchild or grandchildren, if the employee is the legal guardian and a member in the bargaining unit. The employer may request proof of doctor's appointments at any time for employee or anyone listed in the group above.

ARTICLE 15. WORKER'S COMPENSATION

Section A. Worker's Compensation accidents must be reported to the Operations Office immediately. An injured employee must have a doctor's release for regular duty before returning to work. The Board reserves the right to determine whether or not a person on "limited duty" can return to work. The Board may require an employee on Worker's Compensation to be examined by a Board-selected physician at any time.

Section B. Sick leave will be prorated and applied in addition to Worker's Compensation when an employee is receiving Worker's Compensation. The combined payment of Worker's Compensation and sick leave pay will not exceed the regular earnings of the employee. Such adjustment will be made by reduction of the regular paycheck so that the employee will retain the Worker's Compensation paycheck.

Section C. It is not the intent of this benefit to allow the employee to receive more money than would be the normal take-home pay of the employee before voluntary deductions such as credit union, United Fund, etc.

Section D. When sick days have been exhausted due to Worker's Compensation disability, the Board will continue insurance benefits for a maximum of three months beyond the end of the month in which the sick days were depleted.

ARTICLE 16. MATERNITY/CHILD CARE LEAVE

Section A. The temporary disability of childbirth is covered by Article 16.

Section B. A leave of absence may be granted for absence due to child care, without pay, to any regularly employed staff member with seniority of one year or more, upon written request for such leave. The length of such leave shall not exceed one year, renewable at the discretion of the Board.

Section C. Application for such leave shall be filed as soon as possible with the Employer, and an approximate beginning and ending date should be stated.

Section D. Failure to return from a leave of absence on the date specified on said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Personnel Administrator and the employee prior to said date or if physically unable on the specified date.

Section E. Unpaid maternity leave will be granted without pay and without experience credit and without sick leave accumulation. Upon return from maternity leave, the employee shall be assigned in accordance with the "Business Leave - Unpaid" article, and will be entitled to benefits accrued prior to said leave.

Section F. The Family and Medical Leave Act of 1993 will be controlling in those individual cases where its provisions of benefits exceed those of this Contract.

ARTICLE 17. BEREAVEMENT LEAVE

A paid leave of absence of up to Five (5) consecutive work days may be granted for the death of a spouse, child, parent or step-parent, mother-in-law, father-in-law, brother and sister, and stepchild or grandchildren if the employee is the legal guardian. Under extenuating circumstances, additional days may be granted at the discretion of the Superintendent.

A paid leave of absence up to Three (3) consecutive work days may be granted for the death of a grandparent, a sister/brother-in-law, a son/daughter-in-law, a grandparent-in-law, and grandchildren (if not the legal guardian).

One (1) day of leave per occurrence may be granted to attend the funeral of relatives not listed above. The relationship to the employee must be identified on the form. Said day shall be deducted from sick leave accumulation.

ARTICLE 18. JURY DUTY

Section A. Employees called for jury duty shall be excused from work. Jury duty shall not count against sick leave. Employees will get to keep their jury duty pay. They will turn in to the Employer the slip given to them by the court, which signifies the day(s) they appeared for jury duty and the amount paid them. This amount will be deducted from their paycheck subject to the following:

1. Employees going for jury duty and still working their regular shift will keep their jury

duty pay and also will receive their full Niles Community Schools pay.

2. If employees go for jury duty and are late in reporting for work, their rate of pay for the time missed on their job will be figured as follows:
 - a. Take the jury pay for that day and divide it by the number of hours the individual served on jury duty. This will equal the individual's hourly pay from jury duty.
 - b. For the time that employees are late for work, they will be paid their regular Niles Community Schools hourly rate minus their jury duty hourly pay for that day. This will be their net hourly pay from Niles Community Schools for the time period of their regular work shift that they missed.

Example: If an employee served on jury duty for nine hours and received \$15.00 for the day, his/her jury duty hourly pay would be \$1.67. If the individual is then three hours late for work and makes \$4.29 per hour, he/she will be paid for these three hours at the rate of the difference between \$4.29 and \$1.67, which is \$2.62 per hour. This rate will then be taken times the three hours missed.
3. Employees who do not show up for work at all will receive their regular pay less the amount received for jury duty. However, employees on jury duty are expected to work whenever possible. Employees on extended jury duty call may be excused from work if notification is given to the Employer.
3. The mileage allowance paid by the court to the employee for travel to and from jury duty is the employee's to keep. In all cases, the travel time allowed an employee from jury duty to work will be a reasonable amount of time as determined by the Employer in individual cases as they arise.

ARTICLE 19. BUSINESS LEAVE – UNPAID

Section A. An employee who has at least three calendar years of employment may request, in writing, an unpaid leave of absence for up to one year for personal business, with the approval of the superintendent. The employee must justify the need for the leave in writing.

Section B. The vacancy of a person known in advance to be absent longer than 90 days shall be sent out for temporary bid and will be posted and awarded according to Article 7. Any subsequent vacancies shall be filled, without bidding, by substitute, laid-off personnel, newly hired persons, etc., as available. Upon return from the absence, the person will be placed in his/her former permanent position. The person who temporarily bid in is entitled to return to his/her former position as well.

Section C. An employee on layoff must be given the opportunity to fill a vacancy due to temporary job vacancy before another person may be hired.

Section D. At the end of the calendar month when the leave begins, insurance will be terminated and sick days will be frozen. The employee has the option to continue insurance coverage at his/her own expense to the extent allowed by COBRA.

ARTICLE 20. EMERGENCIES

Section A. An employee shall be free to leave work without pay in case of an emergency, providing he/she requests permission from his/her supervisor prior to leaving, if possible, and the absence is reasonable.

Section B. Whenever circumstances beyond the employee's control require him/her to appear in a court of law the employee shall be allowed to use accumulated vacation days or request unpaid leave from the Employer. Prior permission should be obtained from the supervisor.

ARTICLE 21. VACATION

Section A. To be eligible for vacations with pay, an employee must be a regular employee; must have completed the probationary period; and have worked beyond June 30 of the school year in which he/she was hired. Vacation days will be prorated based upon the number of months an employee has worked on June 30 from his/her anniversary date.

New Hire Vacation Schedule

<u>Month of Hire</u>	<u># Days</u>
July	10.0
Aug.	9.5
Sept.	8.5
Oct.	7.5
Nov.	7.0
Dec.	6.0
Jan.	5.0
Feb.	4.5
March	3.5
April	2.5
May	2.0
June	1.0

Example:

Employee hires in month of September. Per the schedule 8.5 days would be loaded into employee's bank on July 1 of next contract year.

Thereafter, everyone shall receive new vacation days effective July 1 of each succeeding year.

Increases in vacation days will be added to employee's bank on July 1 of the contract year in which the employment anniversary makes employee eligible per schedule below:

Beginning 1 through 7 years (July 1-June 30)	10 days
Beginning 8 through 13 years (July 1-June 30)	15 days
Beginning 14 years and over (July 1-June 30)	20 days

Section B: Vacation pay shall be based on the eligible employee's regular hourly rate and the normal number of hours he/she works per day, no overtime hours shall be included.

Section C. Vacations shall be scheduled in advance with the Employer, who will determine the number of employees who may be absent at one time. Such determination will be made by considering need, classification, work group, seniority, and the best interest of the school district. It is the intent of the vacation schedule not to create work loads requiring overtime or the hiring of substitutes. There shall be no vacations approved during the last week of school, the week before school, and the first week of school. Vacation days which have been approved and later canceled, for emergency purposes, by the Superintendent shall not be lost, but may be rescheduled by mutual agreement between the employee and the Superintendent.

Section D. Legal holidays that fall during a vacation shall not be counted as vacation days.

Section E. Vacation time from previous contract year may not be carried over beyond the annual vacation deadline of August 15. The normal deadline may only be extended by the Director of Operations and Superintendent upon written request in extenuating circumstances.

ARTICLE 22. HOLIDAYS

Section A. Regular full-time employees are eligible for the following paid holidays:

New Year's	3 days
Martin Luther King Day	1/2 day
Day before Spring Break	1/2 day
Memorial Day	1 day
July 4	1 day
Labor Day	1 day
Thanksgiving	2 days
Christmas	<u>3 days</u>
TOTAL	12 days

Regular part-time employees are eligible for prorated holiday pay.

Section B. Each employee eligible for holiday pay must work the immediate work day (full

shift) before and the immediate day following (full shift) the holiday or be on official paid leave of absence during such days to receive the holiday pay.

Section C. In the event, a school activity is scheduled on Martin Luther King Day, the employer will determine the number of employees within the building necessary to staff the event. Employees selected will work a normal 8-hour schedule. The employees that work an 8-hour day will be credited with (1) additional day of vacation.

ARTICLE 23. RETIREMENT

Section A. The school system will pay to the Michigan Public School Employees Retirement Fund all retirement costs required by state law.

Section B. The employee is responsible for filing all retirement form applications. Information on retirement is available by contacting the Michigan Public School Employees Retirement Board.

Section C. In recognition of service to the school district, a terminal leave payment of 1/10 of 1% of the annual salary (2,080 hours times hourly rate) times years of service of the employee will be paid upon retirement, provided the employee has been employed by the Niles Community Schools for 10 consecutive years prior to retirement, or 20 consecutive years of service if the employee has resigned. (An employee who has been discharged due to disciplinary action is not eligible for this benefit.)

Section D. Upon retirement an employee will also be paid 12% of his/her daily wage rate multiplied by the number of his/her accumulated unused sick days.

Section E. Individual employees may choose the following schedule of longevity bonus payments in lieu of retirement benefits listed under Sections D and E of this Article:

June 1 of the 15th year \$200
June 1 of the 20th year \$400
June 1 of the 25th year \$600

At the employee's option, longevity payments may be "banked" with the school system and paid at the time the employee terminates service with the system. However, once the longevity bonus has been chosen, the employee forfeits any further option for retirement payments under Sections D and E above.

ARTICLE 24. SUBSTITUTE PROCEDURE

Section A.

1. In the event of a custodial absence, Operations decides:
 - a. Let the work go;
 - b. When a short term (1 day) need arises, a custodian may be required to work outside of

- his/her area;
- c. Assign overtime;
- d. Employ a substitute.

2. When Operations authorizes overtime, it will call the Head Custodian, who will find employee(s) from within the building to work overtime.

Section B. Any employee may be used to substitute at the discretion of the Employer.

Section C. An employee substituting for a position in a higher wage class and assuming all of the responsibilities of that position will receive a pay rate applicable for the position he/she is replacing.

Section D. For Head Custodian subbing:

1. Head Custodian will fill from within the building.
2. If the position cannot be filled, Operations will go to the daytime district overtime list or reassign another employee.
3. If the position can still not be filled, then Operations will have the option to employ a substitute.

Section E. The remedy for any errors in overtime assignment shall be limited to offering the employee who suffered the error the next substitute assignment.

ARTICLE 25. MISCELLEANEOUS

Section A. Coveralls shall be furnished to custodian engineers, maintenance and yard workers to protect clothing when necessary. The district shall provide uniforms for all employees covered by the agreement consisting of: five (5) shirts and five (5) pants. The district-provided uniform must be worn for all work shifts.

Section B. A 15-minute rest period is permitted on work site, one before meal break and one after meal break, for all employees covered by this Contract; exact time to be agreed upon with the supervisor or principal. Maintenance workers, due to the nature of their job assignments, may take one 30-minute break in lieu of two 15-minute breaks and may, with the approval of the Employer, set the time of those breaks at their own discretion in order to complete the job at hand most efficiently. The employee must work eight hours to be eligible for two breaks and lunch. Employees who work less than eight hours are entitled to one (1) break and one (1) lunch period.

Section C. Certain employees may be assigned to two or more buildings during their eight-hour day, and are to be compensated for travel at the rate approved by the Board of Education. The employee is required to report the number of miles traveled at the end of each quarter or at the termination of this job assignment to receive compensation for same.

Section D. Any Article or Section of this Agreement that is found to be in conflict with any state or federal legal action will be deemed null and void.

Section E. Any employee who is required to have a special driver's license will be reimbursed by the Board of Education.

Section F. All second shift custodians will be assigned regular areas within a building. When short-term needs arise, any custodian may be required to work outside of his/her area or building.

Section G. A copy of the job description will be given each new employee and each employee awarded a posted job.

Section H. Contract Definitions:

1. A permanent position is one that is ongoing and continuing for the foreseeable future, not one that is temporary (for example, summer work or replacing an absent employee) or substitute (for example, day-by-day or other short-term assignment). This includes permanent regular and part-time positions.

2. A regular employee is one who has successfully completed a sixty work-day probationary period and who consistently is scheduled to work in a permanent (not temporary or substitute) position as assigned by the Employer.

3. Permanent Part-time employee is anyone who works less than forty hours per week in a permanent (not temporary or substitute) position as assigned by the Employer. Part-time employees working twenty or more hours per week are eligible for half-time benefits of sick days, holidays, personal leave, and vacation.

Section I. Any employee who has been employed for a period of one year with Niles Community Schools may be reimbursed by the school district for the tuition costs for college credit classes assigned by the Employer according to the following provisions:

1. Courses must be for college credit and be related to the employee's classification.

2. No more than six (6) credit hours per calendar year will be reimbursed.

3. Any courses under a grant program will not be reimbursed when the tuition has been provided in the grant.

4. Reimbursement will be at the rate of 100% of the class tuition.

5. To qualify for reimbursement, courses must be approved by the Superintendent before the

first class meeting.

6. Courses must be passed with a minimum grade of 'C' in order to qualify for reimbursement.

Section J. Niles Community Schools may reassign employees to different job responsibilities/classifications in order to accommodate special event activities. It is understood that the employee's pay rate will not be changed if this occurs.

Section K. Employees are required to clock in and out for all shifts, call-ins, and facility checks.

Section L. Footwear Allowance: The Employer will provide a footwear allowance for maintenance, mechanic and foreman in the amount of \$100.00 per year for the purchase of safety-toed shoes. This Footwear Allowance must be used to purchase work shoes. Proof of purchase is required. (Receipt)

ARTICLE 26. WAGES

Section A. Wages for noninstructional employees will be established on a 40-hour week ranging from a starting wage through three or four advancement rates as agreed to in Appendix A.

Section B. All night-shift workers will receive an additional \$.25 an hour for working the night shift. Double time for Sundays and holidays. In the event a late-night shift is created at the Senior High, premium pay will be \$.30 over the regular day rate.

Section C. A full-time employee who works on the day shift beyond the regularly scheduled hours of such shift shall be considered as working the day shift and shall not be paid a premium except overtime after eight hours.

Section D. Wages are issued on every other Friday on a biweekly schedule. Pay for regular hours will be paid current to the payroll date. Overtime and other pay adjustments will be delayed two weeks. All employees will enroll in the direct deposit program. The employer will work with the employee to enroll them in a financial institution that accepts direct deposit.

Section E. The pay scales shall be in accordance with Appendix A at the end of this Agreement.

ARTICLE 27. INSURANCE

Section A. The insurance benefit year shall be July 1 – June 30.

Section B. The union shall determine the insurance carrier and coverage's and shall advise the Board of the coverage's selected for each insurance benefit year.

Section C. Board shall provide state hard caps toward the costs of health insurance premiums.

This amount will be determined by the state at the beginning of each calendar year, January 1, 2019, January 1, 2020 and January 1, 2021.

Section D. The Board's FTE contribution shall cease for any employee whose employment ceases or who goes on an unpaid leave of absence, other than a leave of absence under the Family and Medical Leave Act.

Section E. The Board will also provide MESSA Long Term Disability, modified fill plan tied to sick days, with a benefit of 50% of salary and a monthly maximum of \$1,500.

Section F. Hospitalization, dental, and vision insurance shall be terminated on the last day of the month when an employee terminates employment.

Section G. Employees on approved leaves of absence may continue insurance for the duration of the leave, providing they pay the cost of the premium, to the extent allowed by COBRA.

Section H. The employee may choose a \$250 cash option (each month) in lieu of the optional benefits listed above. The employee would still receive LTD at the cost to Niles Community Schools.

ARTICLE 28. HEALTH AND SAFETY

Section A. For the protection of children, the worker, and the Board of Education, a physical examination may be required for employment. Cost of the examination will be paid by the Board of Education, and the Board may designate the physician. The physician shall be other than a chiropractor.

Section B. An employee must immediately report to his/her supervisor all accidents or injuries sustained by students or themselves. This report must be in writing.

Section C. Medical and/or diagnostic test requirements will comply with federal and/or state law.

ARTICLE 29. PERSONAL GROWTH

Section A. Each employee shall be urged to improve his/her personal abilities and job performance. Employees will be encouraged to attend approved workshops, etc., relative to their work. Cost of these activities will be paid at the hourly rate of the employee's pay for time spent in training sessions. Employees will be reimbursed for mileage at the Board-approved rate.

ARTICLE 30. MANAGEMENT RIGHTS

Section A. The Employer, on its own behalf and on behalf of its electors, hereby retains and

reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. Such rights and responsibilities shall include, by way of illustration and not by way of limitation, the right to manage, direct and control the operations of the School District; to hire, evaluate, promote, transfer, lay off, and recall employees; to discipline and/or discharge employees for just cause; to determine the size of the work force and to increase or decrease its size; to assign work and working hours; to create new jobs; to assign employees to job classification, and to change employee classification; to direct the work force; to determine the services to be furnished and the operations to be performed, including the methods, procedures, means, and equipment required to provide such services and operations; to discontinue, combine, or reorganize operations within the School District; and to otherwise carry out the ordinary and customary functions of management except as specifically and expressly restricted by the terms of this Agreement and applicable state or federal statutes.

Section B. The Employer shall have the right at any time to promulgate and to enforce such reasonable rules and regulations, as it considers necessary and/or desirable for the safe, effective, proper, and efficient operation of the School District.

Section C. It is understood and agreed that, in exercising its right and meeting its responsibilities, the Employer acts through its administrative and supervisory personnel in the administration of this Agreement.

ARTICLE 31. PAST PRACTICES

Section A. This Agreement shall supersede any past practice of the Board, which may be contrary or inconsistent with its terms. The provisions of this Agreement shall constitute the entire agreement between the parties hereto and shall supersede and cancel all prior agreements, arrangements, understandings, or past practices of the Board or the Union. Past practice shall not be the basis of any grievance unless both parties recognize and agree that the past practice has been in existence for at least three months.

APPENDIX A

**WAGE SCHEDULE
2018/2019**

Wage Classification	Start	3 mo.	6 mo.	9 mo.	12 mo.
Custodian	12.64	12.99	13.21	13.48	13.58
Delivery & Receiving	12.97	13.37	13.58	13.85	14.02
Head Custodian III	13.46	13.86	14.02	14.28	14.51
Head Custodian II	13.61	14.02	14.25	14.47	14.73
Head Custodian I	14.14	14.55	14.77	15.01	15.25
Maintenance Mechanic	14.67	15.05	15.26	15.50	15.76
Maintenance Foreman	17.56	18.03	18.28	18.66	19.23
State Licensed: Plumber, Electrician, HVAC Qualified	20.06	20.52	20.79	21.14	21.71

Section A.

Head Custodian III includes Eastside, Southside, Oak Manor, Northside.

Head Custodian II includes Howard, Ballard, Ring Lardner, and Senior High Night Foreman, and Westside.

Head Custodian I includes Senior High Head Custodian.

With the exception of the following positions:

- Maintenance Foreman
- State Licensed
- Plumber
- Electrician
- HVAC Qualified

Employees hired prior to December 1, 1994 will be paid the above wage plus \$1.65 per hour.

Section B.

No present Maintenance Mechanic will be laid-off or transferred to a less position by the hiring of a licensed plumber or electrician.

Section C.

Each Head Custodian shall receive a bonus of \$1000 per year. If the person is in the position for less than a year, the bonus shall be prorated.

Section D.

An employee substituting for a position in a higher wage class and assuming all of the responsibilities of that position will receive their regular rate of pay plus a \$30 stipend. The stipend will be prorated based upon the number of hours worked.

6-9 hours	\$30	per work day
4-5.9 hours	\$20	per work day
2-3.9 hours	\$15	per work day
<2 hours	\$10	per work day

2019-2020

Wage Classification	Start	3 mo.	6 mo.	9 mo.	12 mo.
Custodian	12.96	13.31	13.55	13.82	13.92
Delivery & Receiving	13.29	13.70	13.92	14.20	14.37
Head Custodian III	13.80	14.21	14.37	14.64	14.87
Head Custodian II	13.95	14.37	14.60	14.84	15.10
Head Custodian I	14.49	14.91	15.13	15.39	15.63
Maintenance Mechanic	15.03	15.42	15.64	15.89	16.15
Maintenance Foreman	18.00	18.48	18.73	19.13	19.71
State Licensed: Plumber, Electrician, HVAC Qualified	20.57	21.03	21.31	21.67	22.26

Section A.

Head Custodian III includes Eastside, Southside, Oak Manor, Northside.

Head Custodian II includes Howard, Ballard, Ring Lardner, and Senior High Night Foreman, and Westside.

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With the exception of the following positions:

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Section D

An employee substituting for a position in a higher wage class and assuming all of the responsibilities of that position will receive their regular rate of pay plus a \$30 stipend. The stipend will be prorated based upon the number of hours worked.

6-9 hours	\$30	per work day
4-5.9 hours	\$20	per work day
2-3.9 hours	\$15	per work day
<2 hours	\$10	per work day

2020-2021

Wage Classification	Start	3 mo.	6 mo.	9 mo.	12 mo.
Custodian	13.28	13.65	13.88	14.17	14.27
Delivery & Receiving	13.62	14.04	14.27	14.55	14.73
Head Custodian III	14.14	14.56	14.73	15.00	15.24
Head Custodian II	14.30	14.73	14.97	15.21	15.48
Head Custodian I	14.86	15.29	15.51	15.77	16.02
Maintenance Mechanic	15.41	15.81	16.03	16.28	16.55
Maintenance Foreman	18.45	18.94	19.20	19.61	20.21
State Licensd: Plumber, Electrician, HVAC Qualified	21.08	21.56	21.84	22.21	22.81

Section A.

Head Custodian III includes Eastside, Southside, Oak Manor, Northside.

Head Custodian II includes Howard, Ballard, Ring Lardner, and Senior High Night Foreman, and Westside.

Head Custodian I includes Senior High Head Custodian.

With the exception of the following positions:

- Maintenance Foreman
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Section D

An employee substituting for a position in a higher wage class and assuming all of the responsibilities of that position will receive their regular rate of pay plus a \$30 stipend. The stipend will be prorated based upon the number of hours worked.

6-9 hours	\$30	per work day
4-5.9 hours	\$20	per work day
2-3.9 hours	\$15	per work day
<2 hours	\$10	per work day

APPENDIX B



GRIEVANCE REPORT

S.E.I.U. Local 517M
 8376 S. 10th Street
 Kalamazoo, MI 49009
 Telephone: 269-978-1994
 Fax: 313-887-9460

Name:		Grievance Number:	
Address:		Date:	
		Classification:	
Phone:		Work Location:	
		Unit:	

STATEMENT OF GRIEVANCE

Article (s) Violated:


RELIEF REQUESTED

APPENDIX C



Master Agreement Signature Page

Wage Schedule shall be effective July 1, 2018. The remaining segments of this Agreement shall continue in effect until June 30, 2021. Agreement shall not be extended orally, and it is expressly understood that it shall expire on the day indicated. It may be reopened only by mutual consent.



President, Board of Education



Secretary, Board of Education



Labor Relations Specialist, Local 517M



President, Local Unit

Dated this 25 day of September 2018.

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