

TABLE OF CONTENTS

AGREEMENT	1
WITNESSETH	1
PREAMBLE	1
ARTICLE 1 RECOGNITION	1
A. <u>EXCLUSIVE REPRESENTATIVE</u>	1
B. <u>REGULAR FULL-TIME EMPLOYEE</u>	1
C. <u>200 DAY POSITIONS</u>	1
D. <u>SCHOOL YEAR CUSTODIAL EMPLOYEES</u>	2
E. <u>REGULAR PART-TIME EMPLOYEES</u>	2
F. <u>TEMPORARY EMPLOYEES</u>	2
G. <u>TEMPORARY ABSENCE OF ELEMENTARY HEAD CUSTODIAN</u>	3
I. <u>MORE THAN 260 DAY YEARS</u>	3
ARTICLE 2 NEW HIRES	3
ARTICLE 3 INTENTIONALLY BLANK	3
ARTICLE 4 ADMINISTRATION RIGHTS	3
D. <u>WORK RULES AND SAFETY REGULATIONS</u>	4
ARTICLE 5 REPRESENTATION	4
A. <u>BARGAINING UNIT DEFINED</u>	4
B. <u>JOB STATUS AND FUNCTIONS OF UNION OFFICERS</u>	4
C. <u>GRIEVANCE PROCEDURE</u>	5
1. <u>Definition</u>	5
4. <u>Grievance Procedure Steps</u>	5
Step 1. <u>Immediate Supervisor</u>	5
Step 2. <u>Director of Human Resources</u>	5
Step 3. <u>Arbitration</u>	6
D. <u>SPECIAL CONFERENCES</u>	7
ARTICLE 6 SENIORITY	7
B. <u>SENIORITY LISTS</u>	7
C. <u>LOSS OF SENIORITY</u>	8
D. <u>NON-BARGAINING UNIT POSITIONS</u>	8
ARTICLE 7 LAYOFF AND RECALL	8
ARTICLE 8 WORKING HOURS	10
A. <u>BREAK AND LUNCH PERIODS</u>	10
B. <u>OVERTIME</u>	10
4. <u>Discipline/Security Officer After School Functions</u>	10
C. <u>EMERGENCY SCHOOL CLOSINGS</u>	11
D. <u>DISCIPLINE/SECURITY OFFICERS</u>	11
E. <u>CUSTODIAL/MAINTENANCE EMPLOYEES</u>	11
1. <u>Normal Work Week</u>	11
2. <u>Sunday and Holiday Work</u>	11
ARTICLE 9 CALL IN TIME	12
ARTICLE 10 VACATIONS	12

ARTICLE 11 SICK LEAVE	12
B. <u>CREDITING OF SICK LEAVE</u>	13
E. <u>Workers' Compensation</u>	14
ARTICLE 12 LEAVES OF ABSENCE	14
ARTICLE 13 HOLIDAYS AND PERSONAL BUSINESS DAYS	15
A. <u>HOLIDAYS FOR CUSTODIAL/MAINTENANCE EMPLOYEES</u>	15
B. <u>HOLIDAYS FOR DISCIPLINE/SECURITY OFFICERS</u>	15
C. <u>PERSONAL BUSINESS DAYS FOR CUSTODIAL/MAINTENANCE EMPLOYEES</u>	15
D. <u>PERSONAL BUSINESS DAYS FOR DISCIPLINE/SECURITY OFFICERS</u>	16
ARTICLE 14 PAID TIME OFF	16
A. <u>SCHOOL YEAR CUSTODIAN POSITIONS</u>	16
B. <u>CREDITING OF PTO</u>	16
C. <u>USE OF PTO</u>	16
D. <u>SUBSTANTIATION</u>	17
E. <u>PTO DUE TO FUNERALS</u>	17
F. <u>WORKERS' COMPENSATION SUPPLEMENT</u>	17
ARTICLE 15 BUILDING CHECKS	18
ARTICLE 16 INSURANCE	18
A. <u>FRINGE BENEFITS</u>	18
C. <u>COMMUNITY BLUE PPO PLAN</u>	19
D. <u>DENTAL INSURANCE</u>	19
E. <u>OPTICAL CARE PLAN</u>	19
F. <u>LIFE INSURANCE</u>	19
G. <u>LONG TERM DISABILITY</u>	19
H. <u>RIGHT TO SELECT CARRIERS</u>	20
I. <u>NON-DUPLICATION OF BENEFITS</u>	20
ARTICLE 17 SALARY PROVISIONS	20
A. <u>WAGE SCALE</u>	20
B. <u>LONGEVITY</u>	21
C. <u>ASBESTOS REMOVAL BY CERTIFIED CUSTODIANS</u>	21
D. <u>CLOTHING ALLOWANCE</u>	21
E. <u>CUSTODIAL/MAINTENANCE EMPLOYEE HOURLY PREMIUMS</u>	21
F. <u>TRAVEL ALLOWANCE</u>	22
G. <u>ATTENDANCE INCENTIVE GENERAL REQUIREMENTS</u>	22
H. <u>ATTENDANCE INCENTIVE FOR CUSTODIAL/MAINTENANCE EMPLOYEES</u>	22
I. <u>ATTENDANCE INCENTIVE FOR CUSTODIAL/MAINTENANCE EMPLOYEES WITH WORKERS' COMPENSATION MISSED TIME</u>	23
J. <u>ATTENDANCE INCENTIVE FOR DISCIPLINE/SECURITY OFFICERS</u>	24
ARTICLE 18 BULLETIN BOARDS	24
ARTICLE 19 PAYROLL DEDUCTIONS	24
ARTICLE 20 CLEAN UP TIME	24
ARTICLE 21 ISSUING OF PAY CHECKS	25
ARTICLE 22 DISCIPLINE AND DISCHARGE	25

<u>ARTICLE 23 JOB OPPORTUNITIES</u>	25
A. <u>VACANCY NOTICES</u>	25
B. <u>NEW POSITIONS</u>	26
C. <u>TEMPORARY ASSIGNMENT</u>	26
D. <u>PROMOTIONS</u>	26
<u>ARTICLE 24 SAFETY, PRODUCT USE AND EQUIPMENT COMMITTEE</u>	27
<u>ARTICLE 25 NO STRIKE PLEDGE</u>	27
B. <u>NO LOCKOUT</u>	27
<u>ARTICLE 26 WAIVER CLAUSE</u>	27
<u>ARTICLE 27 EFFECT OF LEGISLATION</u>	28
<u>ARTICLE 28 IN-SERVICE AND TRAINING</u>	28
<u>ARTICLE 29 TERMS OF AGREEMENT</u>	29
<u>LETTER OF UNDERSTANDING-SUBCONTRACTING</u>	30
<u>MEMORANDUM OF UNDERSTANDING-BERNARD GROLL</u>	31
<u>MEMORANDUM OF UNDERSTANDING-UNION REPRESENTATION AND DUES COLLECTION</u>	32
<u>LETTER OF UNDERSTANDING-EMERGENCY MANAGER</u>	33
<u>ADDENDUM A SALARY SCHEDULE</u>	34

COLLECTIVE BARGAINING AGREEMENT
between the
SAGINAW TOWNSHIP BOARD OF EDUCATION
and the
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517M

AGREEMENT

THIS AGREEMENT is made and entered into, by and between the Saginaw Township Community Schools Board of Education, Saginaw, Michigan, hereinafter referred to as the “Employer”, and Local 517M, Service Employees International Union, Custodial Group and Discipline/Security Officers, Saginaw, Michigan, 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:

PREAMBLE

Whereas, it is the desire of the parties to the Agreement to work together harmoniously and to promote and maintain relations between the Employer and the Union, which will serve to the best interest of all concerned, now therefore, the parties hereto agree as follows:

ARTICLE 1 RECOGNITION

- A. **Exclusive Representative.** The Employer recognizes the Union as the sole and exclusive representative of all Maintenance employees, Custodial employees, and Discipline/Security Officers for the purpose of collective bargaining, with respect to rates of pay, wages, hours of employment, or other conditions of employment. The term “employee” or “employees” for the purpose of this Agreement shall include the Maintenance employees, Custodial employees, and Discipline/Security Officers of the Board, including part-time employees within such unit, as set forth in the Wage Scale referred to in Article 17 hereof.
- B. **Regular Full-Time Custodial/Maintenance Employee.** A regular full-time employee shall be defined as an employee who regularly works forty (40) or more hours per week during the normal work week of Friday through Thursday and who works a normal work day of eight (8) consecutive hours.
- C. **School Year Custodial Employees.** This shall only apply to employees hired into the bargaining unit after July 1, 2012. This does not apply to Head Custodian positions. In Article 13, Holidays and Personal Business Days, only Letter A, Holidays for Custodial/Maintenance Employees will apply and only for New Year’s, Good Friday, Memorial Day, Thanksgiving and Christmas. Article 10, Vacations; Article 11, Sick

Leave; and sections E, F and G (funeral leave) of Article 12, Leaves of Absence do not apply to these positions. Rather, time off will be pursuant to Article 14, Paid Time Off. Employees in these positions will be the first employees offered summer work which will be paid at the custodial rate applicable to the employee.

- D. Regular Part-Time Employees.** Regular part-time employees, with the exception of employees hired before January 1, 1993, shall be defined as an employee who is regularly and consistently scheduled to work twenty (20) or more hours per week. Regular part-time employees shall be represented by the Union and shall receive the following benefits: 1) Pro-rated sick leave; 2). One (1) personal business day according to provisions of Article 13; 3) Life Insurance premium paid by Board of Education; and 4) Holidays. Full-time bargaining unit employees shall not have their status reduced to a regular part-time employee; this provision shall not be used as a subterfuge or a method of eroding the bargaining unit. The preceding sentence will not prevent employees who have been laid off from accepting a part time position.
- E. Temporary Employees.** The Employer retains the right to hire temporary employees in cases of emergency, temporary projects and to fill in to staff the absences of regular bargaining unit members as a result of vacations, sick leaves, leaves of absence, workers' compensation leaves, etc. The wages and benefits of temporary employees will be established by the Employer (not to exceed the wages and benefits provided in this Agreement), and temporary employees shall not be included within the bargaining unit for purposes of Union membership or privileges of the Agreement. The Employer may hire a temporary employee for periods up to six (6) months with extensions thereafter, upon Union consent. The Union may make written demand to include temporary employees who have maintained uninterrupted and continuous full-time employment in excess of six (6) months within the bargaining unit and, therefore, subject to the provisions of this Agreement. Within five (5) days after the receipt of the Union's written demand, the Employer shall have the option of including the employee within the bargaining unit or replacing the temporary employee. Temporary employees who are included within the bargaining unit pursuant to the Union's written demand shall begin their probationary period. Upon the completion of the probationary period the employee will be credited with an additional six (6) months of seniority. The hiring of temporary employees shall not be used as a subterfuge or a method of eroding the bargaining unit.
- F. Temporary Absence of Elementary Head Custodian.** If an elementary head custodian has a prearranged absence, which the employer chooses to fill, the employer will offer the work to the custodians within that building until the assignment is accepted. The work will be offered based on seniority from highest to lowest. If no custodian within that building accepts the assignment, a temporary employee will be used. "Prearranged absence" means that the employer knows, and approves when applicable, of the absence by noon the workday prior to the absence. Custodians who do not answer the phone will be treated as having refused the assignment.
- G. Discipline/Security Officers.** Paragraphs B, C, F and G above do not apply to the Discipline/Security Officers. A regular, full-time Discipline/Security employee shall be

defined as an employee who regularly works thirty-seven and one-half (37.5) or more hours per week during the normal work week of Friday through Thursday. A regular, part-time Discipline/Security employee shall be defined as an employee who regularly works less than thirty-seven and one-half (37.5) hours per week during the normal work week of Friday through Thursday.

- H. **More Than 260 Day Years.** If a fiscal year has more than 260 work days, the school district shall have a right to designate which day(s) in excess of 260 days that schools shall be closed. Employees will be notified at least thirty (30) calendar days prior to the designated date. On the day(s) that school is closed, employees shall have the right to use vacation day(s), personal day(s) or take the day(s) without pay.

ARTICLE 2 NEW HIRES

Within ten (10) business days of an employee's initial assignment to a position that is covered by this collective bargaining agreement, the Employer will inform the Union Office (e.g., Labor Relations Specialist [not a union steward]).

ARTICLE 3 (Intentionally left blank)

ARTICLE 4 ADMINISTRATION RIGHTS

- A. The Employer, on its own behalf and on behalf of the electors of the district, 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 the Constitution of the State of Michigan, and of the United States including, but without limiting the generality

of the foregoing rights:

1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal, or demotion for just cause; and to promote and transfer for just cause, all such employees.
- B.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, will not be arbitrary and/or capricious and will be non-discriminatory. The Employer's 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 Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C.** The parties agree that this Contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.
- D.** **Work Rules and Safety Regulations.** The school district may prepare, issue and enforce work rules and safety regulations necessary for the safe, orderly and efficient operation of the school system. Work rules will not be arbitrary or capricious in nature nor shall they be discriminatory. Safety regulations shall meet State and Federal Standards. Work rules and safety regulations shall be provided to the Union upon the Union's request.

ARTICLE 5 REPRESENTATION

- A.** **Bargaining Unit Defined.** All employees who are covered by this Agreement shall be represented for the purpose of the Grievance Procedure by Stewards to be chosen by the Union.
- B.** **Job Status and Functions of Union Officers.**
1. Stewards and/or Alternate Stewards shall be paid by the Employer for time spent on processing of grievances related to the Employer during their regular scheduled working hours, at their regularly scheduled earned rate, provided there is no disruption of normal school business activities.
 2. The names of Stewards and Alternate Stewards shall be given in writing to the Employer. No Steward or Alternate Steward shall function as such, until the

Employer has been advised of the selection of the Steward or Alternate Steward in writing by the Local Union representative. Any changes in Stewards or Alternate Stewards shall be reported to the Employer in writing as far in advance as possible.

3. Any Steward or Alternate Steward having an individual grievance in connection with their own work may ask for a Steward or Alternate Steward to assist them in adjusting the grievance.
4. Union Representatives or Stewards to be allowed up to a total of two (2) paid Union days per year with no more than one (1) gone at a time and no more than eight (8) unpaid Union leave days per year.

C. Grievance Procedure.

1. **Definition:** A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation, misapplication or inequitable application of a specific provision(s) of this Agreement to the employee, except that the term “grievance” shall not apply to any matter as to which a method of review is prescribed by law.
2. As used in this Article, the term “employee” may mean a group of employees having the same grievance.
3. Union representation shall be permitted at all steps of the grievance procedure upon request.

4. **Grievance Procedure Steps.**

Step 1. Immediate Supervisor. Within ten (10) working days following the act or condition which is the basis of the grievance, an employee may provide a written grievance to his/her immediate supervisor. The grievance must be on the Union’s grievance form, state all facts causing the grievance, list all affected employees, list the claimed violation of the agreement citing all provisions of this agreement alleged to be violated, indicate the relief sought, and be signed by the aggrieved employee(s). Upon receipt, the supervisor will sign and date the grievance. Within seven (7) working days of the receipt of the grievance, the supervisor will give a written answer to the union.

Step 2. Director of Human Resources. If the grievance is not resolved at Step 1, within seven (7) working days of when the Step 1 answer was due, the union may submit the written grievance to the Director of Human Resources, or his/her designee. Upon receipt, the grievance will be signed and dated. Within ten (10) working days of receipt, the Director shall schedule and hold a meeting with the union. The meeting may include the SEIU staff representative(s), one (1) employee Union representative, the grievant, and the Employer representative(s).

The employee Union representative and the grievant can attend this meeting without loss of pay. The meeting shall not be scheduled at a time that would result in a disruption of normal school routine and duties.

Within ten (10) working days of the meeting, the Director of Human Resources will give a written answer to the union.

Step 3. Arbitration. If the grievance is not resolved at Step 2, within ten (10) working days of when the Step 2 answer was due, the grievance may be submitted to binding arbitration at the election of either party by written notice of the intent to arbitrate to the other party. The notice must clearly indicate the specific nature of the dispute to be arbitrated, including which grievance is to be arbitrated and affected grievant(s). During the ten (10) working days following receipt of such notice, the parties will try to mutually agree to an arbitrator. If they are unable to agree during that time, within the next ten (10) working days, the party submitting the grievance will submit a request to the Federal Mediation and Conciliation Service (FMCS) for a random panel. The parties will try to mutually agree to an arbitrator from those listed. Up to two additional random panels will be requested by the parties if no arbitrator is selected. Thereafter if an arbitrator has not been selected, the parties will jointly request that FMCS make a direct appointment of an arbitrator using priority ranking.

The Agreement constitutes a contract between the parties, which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of specific provisions in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority, nor shall it consider its function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give a decision which in practical or actual effect modifies, revises, detracts from, or adds to, any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or subtraction) of clear and unambiguous written terms of this Agreement. The decision of the arbitrator made in accordance with the provisions of this agreement shall be final and binding upon all parties, including the employer, the union and all employees.

Unless otherwise agreed by the parties, the arbitrator will hear and decide issues of arbitrability prior to hearing the merits of the grievance. If the arbitrator finds the grievance arbitrable, another hearing date will be selected when the arbitrator will then hear and decide the merits of the grievance. The parties may agree to have the arbitrator hear both the arbitrability and the merits of the case at the same

hearing, with the arbitrator deciding arbitrability before considering the merits when making the decision.

5. Unless expressly agreed to by the parties, in writing, the Arbitrators are limited to hearing one issue or grievance upon its merits at any one hearing. Separate Arbitrators shall be selected for each grievance appealed to binding arbitration.
6. The fees and expenses of the third party impartial arbitrator, cost of transcript (if one is requested by the Arbitrator), and cost of hearing room, shall be borne by the loser as evidenced by the decision of the Arbitrator. Should the Arbitration result in a compromise decision the Arbitrator shall make as part of its decision a ruling as to how the above expenses shall be prorated.
7. The term “days” when used in this Article shall mean workdays, or during the summer months, days when the Administration office of the Board is open for business.
8. Any claim or grievance arising before the expiration of this Agreement shall be processed through the grievance procedure until resolution even though the Agreement may have expired while the grievance is in progress.
9. A grievance involving five or more employees may be filed as a class grievance. A class grievance must comply with the requirements of a written grievance listed in Step 1. Grievances filed as a class grievance shall be initiated Step 2 of the Grievance Procedure. The Director of Human Resources shall retain the discretion to remand a class grievance to Step 1 of the Grievance Procedure, but shall not remand as a subterfuge to violate the time provisions provided within this Article.
10. The number of days indicated at each level should be considered as maximum. The time limits may be extended or reduced by written mutual consent.
11. Any grievance not appealed at any Step of this procedure within the timelines shall be considered settled as answered in the previous step. If no answer was given, the grievance shall be considered denied.

D. Special Conferences. Either party may request a special conference. Within ten (10) work days of the request, the parties will select a meeting date. The conference will be held as soon as practicable. The conference will apprise the parties of problems, concerns and suggestions related to operations and the workforce with the aim of promoting better understanding between the parties. A written agenda will be established for each conference date. Unless other-wise agreed, special conferences will be limited to three union representatives and three employer representatives. The conference will not be scheduled at time that would result in a disruption of normal school routine and duties. Up to two (2) Union representatives employed by the district can attend a special conference without loss of pay.

Neither disciplinary matters nor matters pending in the grievance procedure will be discussed. Special conferences shall not be construed as opening the Agreement for negotiations. Special conferences will not constitute a step in the grievance procedure.

ARTICLE 6 SENIORITY

- A.** New employees will be considered as probationary employees until they have been employed continuously for one hundred eighty (180) working days. The 180 days will not include periods when the employee is not required to work, e.g., days worked in the summer by School Year Custodial Employees. The employee will be considered as a regular employee upon completion of the probationary period and seniority will start as of the last date of hire, i.e., the start of the probationary period. Probationary employees work at the sole discretion of the Employer, and may be discharged without cause and without recourse to the grievance and arbitration procedures.
- B.** **Seniority Lists.** An up-to date seniority list will be provided to the union upon ratification of the agreement. As personnel changes occur, the list will be updated and a copy will be provided to the Union. The seniority list will include a separate listing for the Discipline/Security Officers.
- C.** **Loss of Seniority.** Seniority shall be broken for the following reasons:
1. If the employee quits
 2. If the employee is discharged and the discharge is not rescinded or reversed
 3. If the employee is absent for three (3) consecutive normally scheduled days without notification of a valid reason to be absent and without legitimate reason for notifying the employer
 4. If the employee fails to return to work at the expiration of a leave of absence as set forth in Article 12, Section B
 5. If the employee retires
 6. If the employee is laid off for a two (2) year period.
 7. If the employee fails to return from a layoff after being notified
- D.** **Non-Bargaining Unit Positions.**
1. An employee who transfers or promotes to a position not included in the bargaining unit and, thereafter within six (6) months, returns to the bargaining unit shall have all accumulated seniority and rights attached thereto.

2. An employee who transfers or promotes to a position outside of the bargaining unit and, after six (6) months elapses, returns to the bargaining unit shall have only that seniority accumulated while in the unit.
3. For the purposes of applying time measured benefits such as vacation accumulation, and longevity, a person's seniority shall be measured by an employee's total service with the Employer.
4. An employee who is outside of the bargaining unit and who has accumulated bargaining unit seniority within the unit may use only that seniority accumulated within the unit to displace a less senior bargaining unit member of the classification last held prior to moving to a non-bargaining unit position.

ARTICLE 7 LAYOFF AND RECALL

- A.** The following provisions apply solely for the purpose of layoff and recall and have no effect on any other provision of this Agreement.
1. It is understood that the administration has the sole discretion in determining the number and classifications needed by the school district and to determine the timing and numbers needed when layoffs are required.
 2. Employees shall be given their district seniority date as set forth in Article 6, Seniority, Paragraph A.
 3. For purposes of layoff, the following descending order for reduction of staff shall be controlling:
 - a. Head Custodians-Buildings over 185,000 sq. ft.
 - b. Utility/Maintenance
 - c. Head Custodians-Buildings over 100,000 sq. ft.
 - d. Head Custodians-Buildings under 40,000 sq. ft.
 - e. Custodians (includes regular, night, pool, and grounds)
 4. When employees are to be reduced in any of the above classifications, the least senior employee in that classification shall be eliminated based on the number needed as determined by the administration.
 5. Employees who have been eliminated from a particular classification shall be reassigned to a lower rated classification provided they have the necessary seniority and had previously been classified in the lower classification.

Head Custodians can be reassigned to a lower rated Head Custodian classification provided they have the necessary seniority.

6. So long as the reductions are proper and in accordance with this Agreement on the date of the reduction there will be no valid claim created for the purpose of contesting the employer's decision on reassignments.
- B.** Employee's seniority will be continuous and the employee shall hold all seniority rights for purpose of layoff and recall except when the employee voluntarily resigns or when discharged, or is laid off for a period of two (2) years.
- C.** Seniority of an employee shall continue while absent because of injury covered by Workers' Compensation.
- D.** When there is a layoff, those employees in the bargaining unit who have been designated, in writing, as the grievance representatives shall be granted top job seniority for layoff and recall only provided they are capable of performing the work, and provided further, such super-seniority is limited to no more than two designated employees in this Unit.
- E.** Employees shall be called back to work in reverse order of layoff as specified above.
- F.** Regular bargaining unit employees who have been laid off may be recalled back to work into substitute custodian positions. Regular laid off employees who are recalled back as substitutes shall begin to receive benefits after said employee has completed thirty (30) continuous days of work actually performed.
- G.** Paragraphs A3, A5, and F above do not apply to the Discipline/Security Officers.

ARTICLE 8 WORKING HOURS

A. Break and Lunch Periods.

Employees who are scheduled to work at least six (6) hours per day will receive a fifteen (15) minute break. Employees scheduled to work at least seven and a half (7½) hours per day will receive one (1) thirty (30) minute unpaid lunch in addition to their break. Break times will be given without loss of pay. Breaks and lunch times may be scheduled by management.

Unless otherwise provided, effective upon ratification of the successor to this agreement, Employees who are scheduled to work at least four (4) hours per day will receive a fifteen (15) minute break and employees who are scheduled to work at least six (6) hours per day will receive two (2) fifteen minute breaks. Employees scheduled to work at least eight (8) hours per day will receive two (2) fifteen minute breaks and one (1) thirty (30) minute unpaid lunch. Break times will be given without loss of pay. Breaks and lunch times may be scheduled by management.

B. Overtime.

1. Overtime within a building shall be equalized among the employees regularly assigned to that building to the extent reasonably possible and consistent with ability to do the work. Refusal to perform overtime must be based on a reasonable excuse provided there is a sufficient number of employees' remaining to perform the necessary work.
2. Overtime will be computed for hours "actually worked" in excess of 40 hours from the first shift beginning on Friday through the last shift which begins the following Thursday. Except for sick leave, all time off with pay due to receipt of a contractual benefit shall be considered as time "actually worked."
3. Overtime pay shall be paid at 1.5 times the employee's hourly rate paid at the time the work was performed.
4. **Discipline/Security Officer After School Functions.** Discipline/Security Officers who accept work for after school functions apart from their work shift will be paid at time and one-half for hours worked. During that work week, if the employee is entitled to overtime pay, such after school function time will be the first hours counted toward overtime owed.

C. Emergency School Closings.

1. Custodial/Maintenance Employees

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When school is canceled because of adverse weather, Acts of God or other emergency conditions, employees shall report unless directed not to report by the supervisor. Employees who are unable to report to work shall notify their supervisor no later than two (2) hours after their scheduled starting time and the day will, at the employee option:

- a. be subtracted from vacation or personal leave;
- b. will be a non-paid day.

If employees are directed not to report, they shall receive pay for the day. If an employee works at management's request when other of the same classification are not required to work, compensatory time off up to a maximum of eight (8) hours per day will be given at a later date. All compensatory time accrued by June 30th must be used by the following August 20th.

2. Discipline/Security Officers

When school is canceled because of adverse weather, Acts of God or other emergency conditions, Discipline/Security Officers shall not report unless directed by the supervisor. Those Officers directed to report to work will be paid for hours worked. Officers not directed to report may charge their personal time to receive pay for missed time.

D. Discipline/Security Officers Court Appearances.

Discipline/Security Officers who are requested and approved to appear before a Federal or State court on behalf of the school district shall be paid his/her regular rate of pay for all hours that he or she is in court.

E. Custodial/Maintenance Employees.

1. Normal Work Week.

- a. The normal workweek shall be forty (40) hours, on five (5) consecutive days.
- b. The normal workday shall be eight (8) consecutive hours.
- c. Employees hired on or before July 2, 1992 will have a work week of Monday through Friday, except as provide in e below (8 D1e)
- d. Employees hired after July 2, 1992 may be subject to a normal workweek which begins on any day of the week.
- e. An employee applying and selected for an assignment that is posted as other than Monday through Friday will be required to work those days.
- f. Employees may request to have an earlier starting time on full professional development days or when no students are present. The supervisor will advise the employee of the hours for work if the request is granted

2. **Sunday and Holiday Work.** Employees shall be paid two (2) times their regular rate of pay for all hours worked on holidays and Sunday.

ARTICLE 9 CALL IN TIME

Any Custodial/Maintenance employees called out to work, outside their regular scheduled working hours, shall receive a minimum of two (2) hours work (as approved by the Buildings and Grounds Supervisor). This does not include Head Custodians who are required to check buildings.

ARTICLE 10 VACATIONS

- A.** This Article applies only to Custodial/Maintenance employees.
- B.** All vacations shall be scheduled and taken subject to the efficient operation of the school system and with the approval of the administration.
- C.** Paid holiday falling within a paid vacation will not be charged against the earned vacation time.

- D. In accumulating vacation leaves, sick leaves taken during the period in which vacation is earned (not exceeding the accumulated sick leave of the employee) shall be counted as time worked. Absence due to duty connected disability shall also be counted as time worked.
- E. Custodians may carry over five (5) vacation days on June 30th that may be added to the vacation time credited on July 1st.
- F. The length of service as determined by active employment, will determine the number of vacation days that year.
- G. Vacations time will be credited on July 1st each year as follows:

After one (1) year of service	10 days
After five (5) years of service	15 days
After twelve (12) years of service	20 days
- H. Vacation is due on the employee's anniversary date of initial hire. When the employee initially becomes eligible for either vacation or an increase in vacation, (s) he will be credited with vacation prorated based on the portion of the year remaining.

ARTICLE 11 SICK LEAVE

- A. Sick leave is a form of insurance and not a form of compensation. The purpose of sick leave shall be to protect custodians when they become ill.
- B. **Crediting of Sick Leave.**
 1. Custodian/Maintenance employees shall be credited each July 1, with twelve (12) sick days for the contract year, Sick days may be accumulated to one hundred eighty (180) days.
 2. Discipline/Security Officers shall be credited each September 1 with ten (10) sick days for the school year. Sick days may be accumulated to a total of 100 days.
 3. Employees who are appointed to a position after the crediting date of that year, will be credited with sick leave days pro-rated based on the portion of the year remaining when appointed.
 4. An employee, who leaves employment before June 30 of the contract year, will have his final years' crediting adjusted in proportion to his final year worked. Any overpayment by the employer shall be recovered from any money due the employee.
- C. Any employee having exceeded his/her accumulated sick leave days may request additional days with pay. The request shall be made in writing to the Sick Leave Review Board. This Board shall consist of three (3) representatives of the Board of Education

and two (2) representatives appointed by the Executive Board of the Union. The Sick Leave Review Board shall have the right to grant or suspend additional sick leave days and shall notify the applicant of its decision in writing. Any extension will be by majority decision of the Sick Leave Review Board.

If the Sick Leave Review Board approves additional paid leave time, but does not grant sufficient time to cover an entire absence, the Sick Leave Review Board may request that employees contribute up to one day each (from the employee's sick leave bank) to be used as the additional allowance granted by the Review Board. Donation of a day (or more) under this provision will not count against an employee for purposes of the sick leave incentive.

- D. If the school district believes sick leave is being abused, it may at its discretion, require an employee requesting paid sick leave to furnish substantiating evidence or a statement from his/her attending physician certifying that the absence from work was required due to illness. In any case, such certification must be presented whenever sick leave is requested for three (3) or more consecutive workdays and such verification is requested by the employer. Such certification must be presented when requested pursuant to the Family Medical Leave Act (FMLA).

The school district shall have the right, at its discretion, to verify the report of the attending physician concerning the illness, or disability of an employee, and to require the employee to be examined at the school district's expense, by a physician selected by the school district to determine the nature and extent of the illness or disability. As a result of such physician's statements and examinations, the school district may approve or deny an employee's sick leave request and establish limits and conditions for any further approved sick leave.

- E. **Workers' Compensation.** An employee who is absent from duty as a result of personal injury caused by an accident, disease or assault upon him/her arising out of, and in the course of his/her employment, may have the option of drawing Workers' Compensation solely, or Workers' Compensation plus sick leave (combined payment not to exceed the employee's regular daily rate). If the employee chooses a combined payment of sick leave and Workers' Compensation insurance, the days of sick leave drawn will be charged to the employee's sick leave accumulation based on the employee's regular hourly rate of pay.

ARTICLE 12 LEAVES OF ABSENCE

- A. Upon application by an employee the Employer may grant a leave of absence without pay or benefits.
- B. 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, or who accepts other employment while on leave from the Employer, except as herein provided, will be considered to have terminated their employment.

- C. The above leaves may be extended upon written application of the employee with the approval of the Superintendent in advance of the expiration date.
- D. Disposition of all requests for leaves of absence and extensions thereof shall be in writing.
- E. Employees shall be allowed three (3) days of absence, without loss of pay, in the event of death of a member of the immediate family provided that the employee is required to assist in the final arrangements and with the understanding that the three (3) days are consecutive commencing with the day of the death. (Immediate family includes: mother, father, husband, wife, child, stepchild, adopted child, brother or sister or any relative who is a permanent resident in the Employee's home).
- F. Employees shall be allowed one (1) day of absence, and any additional days approved by the Superintendent, without loss of pay, to attend the funeral of an aunt, uncle, nephew, niece, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, or spouse of the employee's child.
- G. If additional funeral leave is needed, the Superintendent may grant such leave without pay.

ARTICLE 13 HOLIDAYS AND PERSONAL BUSINESS DAYS

- A. **Holidays for Custodial/Maintenance Employees.** The following holidays shall be given off, without loss of pay, and subject to the conditions provided below: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas. In addition, December 24th and December 31st shall be paid holidays, providing school is not in session.
 1. Suitable arrangements will be made to have the buildings checked during these holidays to see that the buildings are secure and no problems exist as a result of equipment failure.
 2. If the holiday falls on a Saturday the Friday before will be given as a day off and when the holiday falls on Sunday the following Monday will be given as a day off (providing school is not in session on these days).
 3. To be eligible for holiday pay, Custodial/Maintenance Employees must work both the scheduled workday before and the scheduled workday after the applicable holiday.

In the event the Board of Education, in its judgment, determines that it will recognize Martin Luther King Day as a holiday and close school for all purposes on that day, custodial staff will receive Martin Luther King Day as a paid holiday. In addition, should the Board of Education recognize Martin Luther King Day as a paid holiday for any other

bargaining unit involving a collective bargaining agreement with the Saginaw Township Community Schools, then the holiday will be extended to the custodial group as well.

- B. **Holidays for Discipline/Security Officers.** For Discipline/Security Officers, the following holidays shall be given off, without loss of pay: New Year's Day, Good Friday, Thanksgiving and Christmas. To be eligible for holiday pay, Discipline/Security Officers must work both the scheduled workday before and the scheduled workday after the applicable holiday.

- C. **Personal Business Days for Custodial/Maintenance Employees.** All employees hired prior to July 1, 1996, will receive two (2) personal business days per year. All employees hired after July 1, 1996, with one (1), but less than five (5), years of service shall receive one (1) personal business day without loss of pay each contract year. Each employee with five (5) or more years of service shall receive two (2) personal days without loss of pay each contract year. Personal business days shall be only utilized for personal business, which cannot be normally handled outside working hours. Application for such absence must be made in writing stating the reasons for such absence and must be filed with the immediate supervisor. In the event of personal business days used in accordance with Article 12, Section E, the requirement of applying in writing shall be waived. Such leave will not be granted before or after a scheduled holiday except under circumstances as provided under Article 12, Section E. Hunting, fishing, recreation and vacationing, are not considered proper uses of this Article. Other extenuating circumstances will be considered by the Administration.

- D. **Personal Business Days for Discipline/Security Officers.** Discipline/Security Officers shall be granted two (2) personal days each semester. Unused personal days may be carried over to the next school year with a cap on the personal day bank at eight (8) days. At the conclusion of the school year, Discipline/Security Officers shall have the option to "cash out" up to four (4) personal days, at seven (7) hours per day, at the current hourly rate. Use of the personal days must be requested and granted in advance and shall not be granted before or after a scheduled holiday.

ARTICLE 14 PAID TIME OFF

- A. **School Year Custodian Positions.** Only Employees who are employed in a School Year Custodian Position after July 1, 2012 (Article 1, D) are entitled to paid time off (PTO) as set forth in this Article. Paid time off identified herein may be used as sick leave, vacation, personal leave or holidays, unless otherwise specifically provided. Head Custodians will not be considered School Year Custodian Positions.

- B. **Crediting of PTO.**
 - 1. Eligible employees shall be credited each July 1, with ten (10) PTO days for the contract year. PTO days may be accumulated to eighty (80) days.

2. Employees who are appointed to a position after the crediting date of that year, will be credited with PTO days pro-rated based on the portion of the year remaining when appointed.
3. An employee who has PTO later obtains a position within the bargaining unit that is not eligible for PTO (e.g., Head Custodian), the accumulated PTO time will be converted first to personal business days and then vacation days pro-rated based on the employee's years of service and the portion of the year remaining when appointed. The remaining days will be converted to sick leave.
4. An employee, who leaves employment before June 30 of the contract year, will have his final years' crediting adjusted in proportion to his final year worked. Any overpayment by the employer shall be recovered from any money due the employee.

C. Use of PTO. All foreseeable PTO shall be scheduled and approved in advance. PTO is subject to the efficient operation of the school system and with the approval of the administration. PTO can be used for vacation, personal business, FMLA leaves, funerals and illness. Unless otherwise provided, PTO will be exhausted before an employee may be without pay for a day for which he is scheduled. PTO may also be used to receive pay for unpaid holidays and to supplement Workers' Compensation. PTO cannot be used to supplement paid holidays. Only PTO not used due to illness will be treated as "time actually worked" for determining overtime pay.

D. Substantiation. If the school district believes PTO is being abused, it may at its discretion, require an employee requesting the PTO to furnish substantiating evidence or a statement from his/her attending physician certifying that the absence from work was required due to illness.

Such certification must be presented whenever PTO due to illness is requested for three (3) or more consecutive workdays and such verification is requested by the employer. Such certification must be presented when requested pursuant to the Family Medical Leave Act (FMLA).

The school district shall have the right, at its discretion, to verify the report of the attending physician concerning the illness, or disability of an employee, and to require the employee to be examined at the school district's expense, by a physician selected by the school district to determine the nature and extent of the illness or disability. As a result of such physician's statements and examinations, the school district may approve or deny an employee's sick leave request and establish limits and conditions for any further approved PTO for illness.

E. PTO Due to Funerals. Employees shall be allowed three (3) days of PTO, in the event of death of a member of the immediate family provided that the employee is required to assist in the final arrangements and with the understanding that the three (3) days are consecutive commencing with the day of the death. (Immediate family includes: mother,

father, husband, wife, child, stepchild, adopted child, brother or sister or any relative who is a permanent resident in the Employee's home).

Employees shall be allowed one (1) day of PTO and any additional days approved by the Superintendent, without loss of pay, to attend the funeral of an aunt, uncle, nephew, niece, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, or spouse of the employee's child.

If additional time off for such a funeral is needed, the Superintendent may grant such leave without pay.

- F. **Workers' Compensation Supplement.** An employee who is absent from duty as a result of personal injury caused by an accident, disease or assault upon him/her arising out of, and in the course of his/her employment, will have the option of drawing Workers' Compensation solely, or Workers' Compensation plus PTO (combined payment not to exceed the employee's regular daily rate). If the employee chooses a combined payment of PTO and Workers' Compensation insurance, the days of PTO drawn will be charged to the employee's PTO accumulation based on the employee's regular hourly rate of pay.

ARTICLE 15 BUILDING CHECKS

During the regular year, Head Custodians will check the school buildings on weekends and holidays as a part of their regular duties. If the Head Custodian is unavailable to perform a building check, then the school district shall, within its sole discretion, assign the building check to another Custodial/Maintenance employee. Overtime pay as a result of performance of building checks shall be counted towards the equalization of overtime among all Custodial/Maintenance employees. Building checks performed shall be paid in the following manner:

Buildings under 40,000 sq. ft. – 1 hour credit paid at time and one-half for Saturday and Sunday

Buildings over 100,000 sq. ft. – 2 hours credit paid at time and one-half for Saturday and Sunday

Buildings under 40,000 sq. ft. – 1 hour credit paid at double time for holidays

Buildings over 100,000 sq. ft. – 2 hours credit paid at double time for holidays

ARTICLE 16 INSURANCE

- A. **Fringe Benefits.** All regular full-time Custodial/Maintenance employees shall receive fringe benefits subject to capped premium provisions of this agreement in accordance with the following schedule:

<u>Average Weekly Hours Worked</u>	<u>Percent of Premium Paid by Board</u>
30 but less than 35 hours	75 %
35 but less than 40 hours	87 ½%
40 hours	100 %

B. The Custodial/Maintenance employees shall have a monthly contribution as follows:

1. Employees hired by the district after July 1, 2012 who are then or thereafter subject to this collective bargaining agreement will contribute toward vision insurance and dental insurance. The employee contribution for each coverage (dental and vision) will be ten percent (10%) of the applicable insurance cost or illustrative rate.
2. Employees will contribute toward health insurance (benefits as provided in C below). The employee's contribution rate is based on date of hire and coverage level (e.g., Family). Effective with the pay period following ratification, the employee contribution for health insurance will be the percentage (set forth below) of the applicable insurance cost or illustrative rate:

	Hired before July 1, 2012	Hired after July 1, 2012
Single	8.0% of the monthly cost	12.0% of the monthly cost
2-Person	9.0% of the monthly cost	13.0% of the monthly cost
Family	10.0% of the monthly cost	14.0% of the monthly cost

3. If additional employee contributions are required to remain compliant with the law (e.g., PA 152 of 2011), the parties will first review other possible options. Such review in no way limits the Employer's ability to make changes as allowed or required by PA 152 of 2011 and/or the Public Employment Relations Act, PA 336 of 1947 as amended.

C. Community Blue PPO Plan. Blue Cross Blue Shield of Michigan Comprehensive Hospital Certificate and Professional Services Group Certificate with Riders D45NM, CC/CLC, OPC/OPPC, SATII, SOTPE, GLE1, ML, FAERC Plus-15, PPNV, AS1, DC, SD Trust-15; Master Medical Certificate Option 1; Preferred RX Certificate \$10.00 generic / \$20.00 formulary brand (preferred)/\$50.00 nonformulary brand (non-preferred) Co-pay with a 90-day MOPD. Medicare Complementary Exact Fill, chiropractic visits charged on the same basis as other doctor visits, \$20.00 office calls. Numerous Legal Clarifying riders.

All State and Federal mandated benefits will be provided on a current updated schedule as provided by Blue Cross/ Blue Shield of Michigan. Additional benefits uniformly provided in this standard Blue Cross/ Blue Shield of Michigan plan will become part of the contract.

NOTE: Some of the designated terms listed above may be changed by the carrier. The coverage will not change.

- D. **Dental Insurance.** The Board shall provide dental insurance coverage for 80% of Class I and II, in addition to Class III with a \$ 1,000.00 annual maximum. Orthodontics for dependents age 19 or less is covered at 80% with a life time maximum of \$1300.
- E. **Optical Care Plan.** The Board shall provide an optical care plan for all employees on the same basis as provided to other groups in the school district.
- F. **Life Insurance.** The Board shall provide all eligible employees a term life insurance policy of \$45,000.00 subject to the terms of the carrier.
- G. **Long Term Disability.** The Board shall provide all eligible employees with Long Term Disability (LTD) as follows: 66-2/3% of monthly earnings subject to a \$2,500.00 monthly maximum with a 180-day waiting period.
- H. **Right to Select Carriers.** Any benefits provided for by this Agreement shall be provided through a self-insurance plan or under a group insurance policy or policies issued by and insurance company or insurance companies selected by the district. “Insurance companies” include regular line insurance companies and non-profit organizations providing such benefits described herein. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the district and the insurance company. Specific reference to a named carrier within this agreement shall not in any way limit the Employer’s right to select carriers pursuant to this provision
- I. **Non-duplication of Benefits.** There will not be any duplication of district provided benefits for health insurance (e.g., husband and wife both working for the district).
- J. This Article applies only to the Custodial/Maintenance employees with the exception of Section H above, which applies to all bargaining unit members. The Employer will notify the Union if it decides to offer Discipline and Security Officers any health insurance under the Affordable Care Act.

ARTICLE 17 SALARY PROVISIONS

- A. **Wage Scale.**
 - 1. Employees will be paid consistent with Addendum A.
 - 2. Changes in wages paid will be effective the first payroll beginning on or after the date listed of the event (e.g., attaining longevity)

3. Discipline/Security Officers hired after January 1, 2015 will not be paid beyond Step D
4. Consistent with law Employees will remain on their steps in effect on June 30, 2022 and paid at those rates until otherwise changed by negotiations of the successor to this agreement.

B. Longevity. Longevity shall be paid on an annual basis, over and above all negotiated increases by paying the listed hourly rate in Appendix A.

1. Custodial, Maintenance Employees who were hired before July 1, 1996:
 - i. Employees who have completed ten (10) or more years of employment shall receive longevity pay in the amount of 3.0 %
 - ii. Effective the first payroll beginning on or after January 1, 2020, employees who have completed twenty (20) or more years of employment shall receive longevity pay in the amount of 4.5%
2. Custodial, Maintenance Employees hired after July 1, 1996:
 - i. Effective the first payroll beginning on or after ratification by both parties, Head Custodiand and Utility/Maintenance Employees who have completed ten (10) or more years of employment shall receive longevity pay in the amount of 1.5%.
 - ii. Effective the first payroll beginning on or after January 1, 2022, Custodians who have completed ten (10) or more years of employment shall receive longevity pay in the amount of 1.5%.
3. Discipline.Security Officers hired before January 1, 2015. Effective the first payroll beginning on or after ratification by both parties, Discipline/Security Officers who have completed ten (10) or more years of employment shall receive longevity pay in the amount of 1.5%.

C. Asbestos Removal by Certified Custodians. Additional \$3.00 per hour.

D. Clothing Allowance. A \$125.00 annual clothing allowance will be provided on a reimbursement basis to three (3) utility/ maintenance employees, three (3) pool employees (receiving the pool premium provided in E4 of this article), one (1) regular custodian (delivery), and two (2) assigned as grounds person (high school).

1. The nine (9) specified employees shall receive the \$125.00 clothing allowance.
2. For each contract year the district will have satisfied its clothing allowance obligation upon payment of \$125.00 to nine (9) specified employees, regardless of any personnel change after payment for that position is made.
3. Under no circumstance shall the district be required to pay more than \$1,125.00 (\$125.00 x 9) in any contract year. The clothing allowance shall be paid as a regular salary check.

E. Custodial/Maintenance Employee Hourly Premiums.

1. Head custodians are not paid shift premium.
2. **2nd Shift (3:30 pm to 11:30 pm) ---3.0%.** Employees who perform work on a regularly scheduled shift between the hours of 3:30 pm and 11:30 pm, shall be paid a 3.0% second shift premium for all straight-time hours actually worked during the second shift (3:30 pm to 11:30 pm). Second shift employees called to work on other shifts on a temporary and unscheduled basis (less than 5 work days) shall continue to receive their second shift premium.
3. **3rd Shift (11:30 pm to 7:00 am) ---4.0%.** Employees who perform work on a regularly scheduled shift between the hours of 11:30 pm and 7:00 am, shall be paid a 4.0% third shift premium for all straight-time hours actually worked during the third shift (11:30 pm to 7:00 am). Third shift employees called to work on other shifts on a temporary and unscheduled basis (less than 5 work days) shall continue to receive their second shift premium.
4. **Pool Custodian ---1.0%.** To be eligible for the pool custodian premium, the custodian must be assigned as a pool custodian as well as have and maintain certification. Certification means Certified Pool and Spa Operator, (CPO) from the National Swimming Pool Foundation and any certification requirements established by the State of Michigan. A custodian designated as a pool custodian shall receive an additional 1.0% premium paid on all hours worked during periods of time when the applicable pool for which the pool custodian is primarily responsible is in operation. The 1.0% premium shall not be limited only to hours of “pool type” work. The 1.0% premium shall cease only when the pool has been taken out of operation by the school district.

F. Travel Allowance. Employees required in the course of their work, and who have received approval from the administration to drive personal vehicles from one school to another or on school business (does not include traveling from home to work), shall receive an allowance of an amount equal to the current IRS mileage rate. The reimbursement rate for a given school year shall be the rate published by the IRS effective January 1, prior to the start of that school year during which the mileage was driven.

Paragraphs B1, B2, C, D and E apply only to the Custodial/Maintenance employees.

G. Attendance Incentive General Requirements.

To be eligible for an attendance incentive under Paragraphs H, I and J of this Article, the employee must have been continuously employed within the bargaining unit since September 15 of the previous fiscal year. As used in these paragraphs (H, I and J), “Preapproved” for attendance incentive eligibility will mean approved at least 48 hours

in advance, except in cases involving funeral leave.

H. Attendance Incentive for Custodial/Maintenance Employees

Time off due to an on the job injury compensable under the Workers' Compensation Act will not be considered as time worked for Attendance Incentive under Paragraph H of this article.

1. A custodial/maintenance employee who worked all available work days except for funeral leave (Article 12, Leaves of Absences, E, F and G), jury duty, preapproved personal business days, preapproved PTO days and/or preapproved vacation days during the previous fiscal year:
 - a. Will be given a personal vacation day off from work with pay
 - b. May schedule two (2) vacations, not to exceed five (5) total days, during the time when vacations are not allowed (e.g., student days).
 - c. Such time shall be scheduled at least two (2) weeks in advance through the immediate supervisor and shall be consistent with operational needs.
2. An employee who qualifies under H1 will be paid a three percent (3.0 %) attendance incentive on the first pay of August as a lump sum payment above and including all other premiums (longevity, second shift, third shift, pool).
3. An employee who qualified under H1 or would have qualified but for having missed two or fewer days, shall receive time and one-half (1-1/2) for Saturday work, notwithstanding the fact that the employee may not have worked forty (40) hours during the employee's regular workweek. With the exception of sick days, all time off with pay due to receipt of a contractual benefit shall be considered as time actually worked.
4. An employee who would have qualified under H1 but for having one (1) occasion of missed work not exceeding one day:
 - a. May schedule two (2) vacations, not to exceed three (3) total days, during the time when vacations are not allowed (e.g., student days).
 - b. Will be paid a one percent (1.0 %) attendance incentive on the first pay of August as a lump sum payment above and including all other premiums (longevity, second shift, third shift, pool).
5. An employee who would have qualified under H1 but for having one (1) or two (2) occasions of missed work not exceeding two days in total may schedule one

(1) vacation, not to exceed three (3) total days, during the time when vacations are not allowed (e.g., student days).

6. Vacations pursuant to H4 and H5 shall be scheduled at least two (2) weeks in advance through the immediate supervisor and shall be consistent with operational needs. Such vacation requests may be submitted after the first five (5) student days in the fall.
7. Multiple requests for the same day(s) will be granted on the basis of seniority of those requests pending approval under H1, when the custodial coordinator decides to review pending requests. Thereafter a similar process will be used for H4 requests, and thereafter for H5 requests.

I. Attendance Incentive for Custodial/Maintenance Employees with Missed Time Due to a Workers' Compensation Injury.

1. A custodial/maintenance employee who worked all available work days except for funeral leave (Article 12, Leaves of Absences, E, F and G), jury duty, preapproved personal business days, preapproved PTO days and/or preapproved vacation days during the previous fiscal year, but had time off due to an on the job injury compensable under the Workers' Compensation Act will be eligible for an attendance incentive if the employee has:
 - a. Worked more time than the time off due to an on the job injury compensable under the Workers' Compensation Act,
 - b. Not been counseled and/or disciplined concerning the on job injury
 - c. Followed all recommended treatment while off work due to on the job injury
2. An employee who qualifies under I1 will be paid an attendance incentive on the first pay of August as a lump sum payment. The incentive will equal one percent (1.0 %) above and including all other premiums (longevity, second shift, third shift, pool) of the employee's earnings for time worked and not

for time off due to an on the job injury compensable under the Workers' Compensation Act.

J. Calendar and Fiscal Year End Attendance Incentive for All Employees.

1. An attendance incentive may be earned based on perfect attendance for the last half of the calendar year (July 1-December 31) and the last half of the fiscal year (January 1-June 30). An employee represented in this bargaining unit, who worked all available work days except for funeral leave (Article 12, Leaves of Absences, E, F and G); jury duty; preapproved personal business days; preapproved vacation days; and preapproved PTO days, provided that such PTO is not used for illness, injury, FMLA, or the Michigan Paid Medical Leave will be eligible. An employee who has unpaid time (for scheduled work) or used leave for illness, injury, FMLA, due to an on the job injury compensable under the Workers' Compensation Act, or leave pursuant to the Implementation of the Michigan Paid Medical Leave Letter of Understanding is not eligible for that time period's incentive.
2. An eligible employee will be paid 1.0 % of the employee's earnings from that portion of the year. The payment for the last half of the calendar year will be made as soon as practicable on a payroll beginning after January 1. The payment for the last half of the fiscal year will be made as soon as practicable on a payroll beginning after July 1.

K. Discipline/Security Officers Shift Premium. Discipline/Security Officers whose daily regularly scheduled shift begins after 2:00 PM will be paid a 3.0% second shift premium for all straight-time hours actually worked during the shift. If the employee is called to work on other shifts on a temporary and unscheduled basis (less than 5 work days), the employee shall continue to receive the second shift premium.

ARTICLE 18 BULLETIN BOARDS

- A. Bulletin boards will be provided for the use of the employees. Bulletin boards will be used for the posting of notices of bona fide employee activities only, and in no case shall advertising, political, obscene or scurrilous printed or written matter be placed on any bulletin.
- B. If the Board agenda and approved minutes are no longer available from the Employer's website, a copy will be sent to the Union.

ARTICLE 19 PAYROLL DEDUCTIONS

- A. It shall be the policy of the Employer to honor reasonable requests for continuing deductions from the payroll to be paid to a third party.
- B. Deductions for City of Saginaw income tax will be made available.

ARTICLE 20 CLEAN UP TIME

Ten minutes shall be granted all employees to clean up before the end of the workday. This Article applies only to the Custodial/Maintenance employees.

ARTICLE 21 ISSUING OF PAY CHECKS

The Employer will issue twenty-six (26) bi-weekly paychecks to the Custodial/Maintenance employees on the district established paydays. The Employer will issue bi-weekly paychecks to all Discipline/Security Officers for every two week period that the employees work. If the district established paydays result in a three (3) week interval, employees will be issued a one-week check in order to avoid a three (3) week delay between checks.

Effective July 1, 2006, employees will be paid by direct deposit. The employee will choose the financial institution for deposit.

ARTICLE 22 DISCIPLINE AND DISCHARGE

- A.** After completion of the probationary period employees will be disciplined and/or discharged only for just cause. Discipline and/or discharge will not be arbitrary or capricious.
- B.** Except for misconduct where summary discharge is appropriate, the Board shall utilize corrective progressive discipline.
 - 1. A Union Steward shall be present during discussion of any discipline with an employee. Stewards shall not be permitted to interfere with the Employer's investigation of any matter, but will be allowed to do their own, impartial investigation with the Employer's complete cooperation.
 - 2. A written copy of the discharge and/or discipline of any employee shall be furnished to the employee and the Local Union.
 - 3. No material regarding an employee's conduct, service, character, or personality shall be placed in the file unless the employee has had an opportunity to read the material.
 - 4. The employee shall have the right to answer any material placed in the file and the answer shall be attached to the file copy.
 - 5. Any disciplinary letters taken out of an employee's file will not be used for future disciplinary action.

ARTICLE 23 JOB OPPORTUNITIES

- A. **Vacancy Notices.** All jobs openings covered by this Agreement shall be posted on the bulletin board for ten (10) working days during which time all bargaining unit employees shall have the right to apply. Job openings created by the promotion or transfer of current employees should be posted for five (5) working days.
- B. **New Positions.** When a new job is created which cannot be properly placed in the existing classification and rate structure, or an existing job is changed or combined with another job to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The Board will, after written notice to the Union, assign a rate to the new or changed job, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. During this period, the Union may request in writing a meeting with the Board to review the classification. When the classification rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no agreement is reached on the rate within thirty (30) days from the date of the request, the Union may file a written grievance at Step 2 of the Grievance Procedure within ten (10) days following expiration of said thirty (30) day period protesting the rate.
- C. **Temporary Assignment.** Employees temporarily assigned to and performing a job classification paying a rate higher than their regular rate shall receive the higher rate if they work one shift or more at the higher classification. Employees temporarily assigned to a job classification paying a lower rate than their regular rate shall retain their regular rate.
- D. **Promotions.** In the case of competing job bids, the most qualified employee in the sole opinion of the Employer should be selected. If two or more competing job bids are equally qualified, the most senior shall prevail.
- E. Notwithstanding the provisions contained in Section D above, qualified Discipline/Security Officers may be awarded positions within the Custodial/Maintenance classifications if no other Custodial/Maintenance employee bids on these positions. Likewise, notwithstanding the provisions contained in Section D above, qualified Custodial/Maintenance employees may be awarded positions within the Discipline/Security Officer classification if no other Discipline/Security Officer bids on these positions.
- F. The employee awarded the job shall have a sixty (60) calendar day trial period.
- G. The Union will be notified as soon as possible when employees are hired or terminated. By the sixtieth (60th) day of a new hire employee's probation, a three (3) member panel consisting of employees who have actually worked with the probationary employee may provide the school district with direct input regarding the committee's opinion as to whether the employee should be hired by the district. The school district shall consider the committee's opinion in its hiring decisions. All conversations concerning the committee's opinion and the school district's response shall be kept confidential.

ARTICLE 24 SAFETY, PRODUCT USE AND EQUIPMENT COMMITTEE

The school district will provide all Discipline/Security Officers with a communication device (i.e. two-way radio) during their workday for security purposes.

ARTICLE 25 NO STRIKE PLEDGE

- A.** The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any member to comply with this Article shall be cause for immediate dismissal. The Arbitrator is limited to determining only the issue of whether or not any employee or employee's activity violated the provisions of this Article. The penalty assessed by the Employer is not subject to the Arbitrator's determination.
- B.** **No Lockout.** The Employer agrees not to engage in the withholding of work in order to gain concessions from the Union or its members or any other form of lockout.

ARTICLE 26 WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Employer, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Any part of this contract may be reopened with written mutual consent of the Union and the Employer.

ARTICLE 27 EFFECT OF LEGISLATION

- A.** If any law or 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 negotiating the invalidated portion.

- B.** Should the district be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the district under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that this Agreement shall automatically reopen for purposes of renegotiating provisions herein to avoid duplication.

ARTICLE 28 IN-SERVICE AND TRAINING

The district will schedule in-service trainings at least twice a year for the purpose of professional development for all employees covered in this agreement.

The first priority of Discipline/Security Officers is to provide a safe and secure environment at their sites. It is also understood that Discipline/Security Officers assist in maintaining site cleanliness to the extent feasible. To reinforce this understanding, SEIU employees will be so notified at or near the beginning of the school year. At or near the beginning of the 2012-2013 school year, and thereafter as needed, a meeting will be held among security and building custodial/maintenance staff with appropriate administrators for the building and the custodial/maintenance department to review procedures and processes, including distribution of appropriate cleaning supplies (e.g., wall and window sprays, up-chuck kits, garbage bags and salt).

ARTICLE 29 TERMS OF AGREEMENT

This Agreement shall be effective as of the Ratification date and shall remain in full force and effect, without change, additions or amendments to June 30, 2022, except as provided below.

In light of unknown economics, the Union believed that the district could be in a significantly better financial position than it is projecting. To avoid the employees being disadvantaged, between June 30, 2020 and December 31, 2021, upon the union’s request, this collective bargaining agreement will be re-opened for negotiation of economics. No change will occur unless it is mutually agreed upon and ratified by the parties. Such negotiation will not affect an employee’s placement on the salary schedule.

This 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 the other party of its desire to change, amend or terminate at least 120 days prior to June 30, 2019.

SAGINAW TOWNSHIP
BOARD OF EDUCATION

LOCAL 517M, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

By _____

By _____

Date _____

Date _____

By _____

By _____

Date _____

By _____

By _____

By _____

By _____

By _____

**Letter of Understanding
between
Service Employees International Union, herein known as SEIU
and
Saginaw Township Community Schools**

During the course of negotiations, the parties held discussions concerning layoffs caused through subcontracting. The parties hereby agree that:

1. Saginaw Township Community Schools has the unfettered right to subcontract any and all work performed by all classifications represented by the SEIU at Saginaw Township Community Schools.
2. This unfretted right is without constraint as to any of the consequences concerning the subcontracting of such work, including but not limited to, the decision to subcontract and/or the effects of subcontracting.
3. Saginaw Township Community Schools acknowledges that the SEIU has expressed the concern that when work is subcontracted SEIU would like an opportunity to discuss how subcontracting might be avoided, including modification of the collective Bargaining Agreement to reduce costs.
4. Saginaw Township Community Schools appreciates this concern and in its sole discretion may enter into such discussions.
5. The SEIU agrees that such acknowledgement and appreciation in no way requires Saginaw Township Community Schools to discuss, confer or bargain regarding the subcontracting of any bargaining unit work.
6. Upon request of the SEIU, Saginaw Township Community Schools will provide a copy of any contract(s) with subcontractors involving bargaining unit work. Providing or not providing such contract(s) in no way shall limit the ability of Saginaw Township Community Schools to subcontract bargaining unit work

Saginaw Township Community Schools

Service Employees International Union

Dated: January 26, 2009

**Memorandum of Understanding
between
Saginaw Township Community Schools
and
Local 517M, SEIU**

Concerning Bernard Groll

Over the years, the parties' collective bargaining agreement has seen many revisions, often "grandfathering" current employees from changes. This is the case regarding Bernard Groll's current work week assignment that includes Saturday. So as not to lose sight of the conditions, the parties hereby agree as follows:

1. While school is in session, and as long as Bernard Groll continues on a regularly scheduled 3rd shift, that includes a work day that begins on Friday and ends on Saturday, Bernard will be paid time and one-half (1 ½) his regular wage for the hours physically worked on Saturday.
2. As long as Bernard continues to receive this Saturday premium, he will not be entitled to any shift premium.
3. The practice will end if Bernard requests and is assigned to another assignment.

Saginaw Township Community Schools

Service Employees International Union

Tony Skowronski
Saginaw Township Community Schools

Michael Hensler
Local 517 M, SEIU

Dated: February 28, 2013

**Memorandum of Understanding
between
Saginaw Township Community Schools
and
Local 517M, SEIU**

Concerning Union Representation and Dues Collection

Public Acts 53 and 349 of 2012 significantly altered the collective bargaining agreement between the parties. During the term of this agreement, if future legislation changes the effects of these Public Acts (union membership and dues deductions) either party may request to re-open the parties' collective bargaining agreement concerning these matters. To the extent permitted by law, these matters shall become a mandatory subject of bargaining when the parties are obligated to negotiate, whether by expiration of the agreement or re-openers of any type.

Saginaw Township Community Schools

Service Employees International Union

Tony Skowronski
Saginaw Township Community Schools

Michael Hensler
Local 517 M, SEIU

Dated: October 13, 2014

**Letter of Understanding
between
Local 517M, Service Employees International Union
and
Saginaw Township Community Schools**

Concerning a Provision Required by the Public Employment Relations Act
Relative to the Local Financial Stability and Choice Act, Replacing
The Local Government and School District Fiscal Accountability Act

Pursuant to the Public Employment Relations Act, (MCL 423.201-423.217), herein after “PERA,” Local 517M, Service Employees International Union, herein after “Union,” has been selected as the bargaining representative for certain employees employed by Saginaw Township Community Schools, herein after “Employer.” Since March 16, 2011, the Union and the Employer have entered into a new collective bargaining agreement covering the period October 13, 2014 through June 30, 2016, herein after “Contract.” The parties hereby agree that:

The following provision applies to the Contract:

1. Power of Emergency Financial Manager: As required by Public Act 9 of the Public Acts of 2011 and unless otherwise repealed or modified by the legislature, an emergency manager appointed pursuant to and in accordance with the Local Financial Stability and Choice Act, Public Act 436 of 2012, replacing the Local Government and School District Fiscal Accountability Act, Public Act 4 of 2011, may reject, modify, or terminate this collective bargaining agreement as provided in the Local Financial Stability and Choice Act and only to the extent provided by law and further only to the extent all substantive and procedural requirements of the statute have been fulfilled. This agreement is not intended to waive any procedural, substantive and/or constitutional defenses to the application of the statute or any rules promulgated under the statute.
2. This agreement is without precedent to any other matter

Dated: _____

Saginaw Township Community Schools

Local 517M, Service Employees
International Union

Saginaw Township Community Schools

ADDENDUM A

Salary Schedule July 1, 2019-June 30, 2022

FOR EMPLOYEES HIRED PRIOR TO July 1, 1996:

20 year longevity effective the first payroll beginning on or after January 1, 2020

<u>CLASSIFICATION</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>10yr</u>	<u>20 yr</u>
Head Custodian- Bldg. over 185,000 sq. ft. Utility/Maintenance	15.29	16.19	17.02	17.92	18.46	18.73
Head Custodian- Bldg. over 100,000 sq. ft.	13.96	14.62	15.25	16.69	17.19	17.44
Head Custodian - Bldg. under 40,000 sq. ft.	12.90	13.54	13.97	14.46	14.90	15.11
Custodian	11.44	12.06	12.69	14.04	14.46	14.67

FOR NEW EMPLOYEES HIRED AFTER JULY 1, 1996:

Custodial/Maintenance employees with one or more years of seniority will be advanced to the next step with pay rates in January

Head Custodian- Bldg. over 185,000 sq. ft. Utility/Maintenance	12.34	12.80	13.27	13.88	14.09
Head Custodian- Bldg. over 100,000 sq. ft.	11.27	11.68	12.10	12.65	12.84
Head Custodian- Bldg. under 40,000 sq. ft.	10.42	10.80	11.19	11.72	11.90
Custodian Effective first payroll peios beginning on or after	9.45	9.58	9.91	10.37	
January 1, 2020	9.65	9.91	10.15	10.45	
January 1, 2021	9.91	10.15	10.40	10.65	
January 1, 2022 (10 year longevity available)	10.15	10.40	10.65	10.90	11.06

Present Head Custodians Only (as of 7/1/90):

Head Custodian (bldg. over 185,000 sq. ft.)	\$18.93
Head Custodian (bldg. over 100,000 sq. ft.)	\$17.05
Head Custodian (bldg. under 40,000 sq. ft.)	\$15.72

SECURITY/DSICIPLINE OFFICERS WITH ONE OR MORE YEARS OF SERVICE WILL BE ADVANCE TO THE NEXT STEP PAY RATES AUGUST 15
10 year longevity for hires before January 1, 2015 effective the first payroll beginning on or after ratification

SECURITY WAGE SCHEDULE:	A	B	C	D	E	F	G	10 YEAR
Hired before January 1, 2015:	9.97	10.37	11.27	12.17	12.97	13.38	13.84	14.05
Hired after January 1, 2015:	9.97	10.37	11.27	12.17				

Letter of Understanding
Implementation of the Michigan Paid Medical Leave Act

Michigan's Paid Medical Leave Act, 2018 PA 369 provides employees paid time off work chargeable to their personal leave (e.g., sick, personal, PTO) in a variety of situations. As other time off, leave will be charged as a multiple of a quarter of a day ($\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ or 1.0). Leave is subject to proper notification to/approval by the supervisor and substantiation when requested. Substantiation includes the Employer's right, at its discretion, to verify the report of the attending physician concerning the illness or disability, and medical examination at the Employer's expense by a physician selected by the Employer. School Year Custodians will be charged PTO for such time off. Other employees will be charged sick leave. If sick leave is not available, time off will be charged to personal time and then available vacation, before the employee will be without pay.

The act allows the employee time off due to physical or mental illness, injury, health condition, preventative care, diagnosis, treatment, or accident of the employee. The act allows paid leave in certain circumstances when time off is needed for a family member. A family member of an employee includes biological, adopted, foster and, step children, legal wards, and children to whom the employee stands in loco parentis. The term "parents" includes biological, foster, step, adoptive parents, legal guardians of the employee or the employee's spouse, or an individual who stood in loco parentis when the employee was a minor child. The term "sibling" includes a biological, foster, or adopted sibling. An employee may take time off due to physical or mental illness, health condition, preventative care or disabling accident of the employee's family member. Employees may also have paid time off in these circumstances:

- a. when the district is closed for work by order of a public health official due to a public health emergency;
- b. the employee needs to care for his child whose school or place of care has been closed by order of a public health official due to a public health emergency;
- c. exposure of the employee or family member to a communicable disease that would jeopardize the health of others as determined by public health authorities or a health care provider; and
- d. in domestic violence and sexual assault situations leave the employee needs for medical care, psychological or other counseling; receiving associated services from a victim services organization; associated relocation; obtaining associated legal services; participation in associated civil or criminal proceedings.

Grievances concerning this letter of understanding are not subject to arbitration unless both parties agree.