

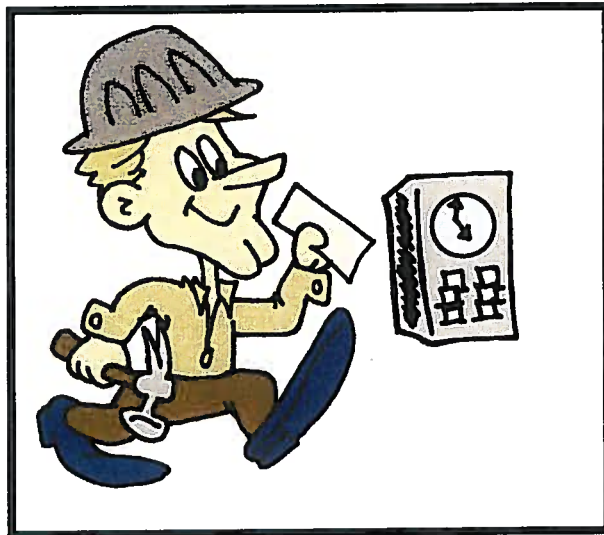
LABOR AGREEMENT
Between

Allegan Public Schools

AND

SERVICE EMPLOYEES
INTERNATIONAL UNION
(S.E.I.U.)

Local 517M



2013-2016

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AGREEMENT

THIS AGREEMENT is made and entered into by and between the ALLEGAN PUBLIC SCHOOL DISTRICT of Allegan County, Michigan (hereinafter referred to as the “Employer”) and the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO (hereinafter referred to as the “Union”).

The Allegan Public School District’s Board of Education complies with all Federal laws and regulations prohibiting discrimination on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap.

ARTICLE I
Purpose and Intent

- 1.1 The general purpose of this Agreement is to set forth the wages, hours, and working conditions of employment. Both Employer and Union agree to abide by the terms and conditions set forth herein for the duration of this Agreement.
- 1.2 The Employer and Union agree that neither will discriminate against any employee because of his/her exercising those rights guaranteed by State and Federal law, and both the Employer and Union agree to be bound by State and Federal law as that law applies to wages, hours, and working conditions.

ARTICLE II
Recognition

- 2.1 The Employer recognizes the Union as the exclusive representative of all employees in the bargaining unit in respect to wages and working conditions.
- 2.2 The bargaining unit shall include all custodial and maintenance employees employed by the Employer, but shall exclude supervisors and all other employees.

ARTICLE III
Management Rights

- 3.1 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 operation; 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 and Federal statutes.
- 3.2 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 operations of the School District.
- 3.3 It is understood and agreed that, in exercising its rights and meeting its responsibilities, the Employer acts through its administration and supervisory personnel in the administration of this Agreement.

ARTICLE IV
Union Rights and Responsibilities

- 4.1 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. Such notice shall remain in effect until superseded by a new written notice duly signed and dated.
- 4.2 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.
- 4.3 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 neither to the Employer nor to any employee. The Union shall save and hold the Employer harmless from any and all expense or liability whatsoever rising out of the preparation and/or distribution and/or use of any materials distributed by the Union or by Union members.
- 4.4 Except by the express agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Union activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives of the Union from having such reasonable contact with members of the Union as shall be necessary to ascertain that terms of this Agreement are being observed. Union representatives shall notify an employee's supervisor when entering a building or work area to ascertain that the terms of this Agreement are being observed.

ARTICLE V
Union Security

- 5.1 Each employee shall have the right to freely join or refrain from joining the Union. The Employer and the Union both agree that neither shall discriminate against any employee based on his/her joining or refusing to join the Union.
- 5.2 The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not any employee is a member of the Union. The terms of this Agreement have been made equally for all employees in the bargaining unit and not solely for the benefit of the members of the Union.
- 5.3 Each employee may pay Union dues or a Union representation fee directly to the Union or to its authorized representative, provided, however, that dues collection shall not take place during working hours. An employee may sign and deliver to the Employer an assignment authorizing the deduction of Union dues, or the Union representation fee, within fifteen (15) working days after the employee has completed his/her probationary period.

ARTICLE VI
Seniority

- 6.1** Seniority shall be defined as an employee's length of continuous service with the Employer since his/her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work as a regular custodial or maintenance employee at the instruction of the Employer since when he/she has not quit or been discharged.
- 6.2** All new employees shall be probationary employees until they have worked ten (10) work weeks. Any scheduled time actually worked in a week shall count as one work week. There shall be no seniority for probationary 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. A substitute or temporary employee who works in the same assignment for an absent regular employee for a period of thirty (30) consecutive work days or more may have those work days as a substitute counted toward his/her seniority if hired as a regular custodial or maintenance employee. Written notice of new hires and probation dates shall be provided to the Unit President by the Human Resources Department within five (5) days of a new hire.
- 6.3** 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 employee within the bargaining unit (except that the additional time worked as a substitute or temporary employee as indicated in 6.2 above may be added as time earned toward seniority).
- 6.4** 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 or when there has been a change in the seniority list.
- 6.5** When the seniority list is initially prepared or thereafter revised, if two or more employees have the same hiring date, their names shall appear on the seniority list alphabetically by first letters of their last names. If two or more employees have the same last name, the same procedure shall be followed in respect to their first names.
- 6.6** Seniority shall be lost when an employee:
- a. Quits, retires or is retired.
 - b. Is discharged and the discharge is not reversed.
 - c. Is laid off for a continuous period in excess of eighteen (18) months.
 - d. Takes an authorized leave of absence, and fails to return from an authorized leave of absence on the agreed-upon date (unless such failure is due to circumstances beyond the employee's control and the employee promptly notifies the Employer of the legitimate reason for such failure).
 - e. Is on a leave of absence for illness, injury, or disability (paid or unpaid) in excess of eighteen (18) months.
- 6.7** Employees hired by the Employer as temporary employees or substitute employees shall not earn time toward seniority except as provided in Section 6.2. The Employer may hire temporary or substitute employees to fill a position of a regular bargaining unit employee when that regular bargaining unit employee is absent from work and no bargaining unit member on lay-off will

accept a work assignment. Temporary employees may be hired by the Employer during the summer months or for special programs as long as the regular number of bargaining unit employees are not decreased by such hiring. Special programs shall not include regular, on-going work duties or the performance/completion of work orders, except in instances where there is insufficient personnel to complete the work within the required time frames.

ARTICLE VII

Employee Work Schedules, Duties, and Procedures

- 7.1 Hourly employees are required to report the time worked on a time card. Each employee will:
- a. Punch his/her card daily for each day worked during each pay period. Each employee will punch in at arrival and punch out on the time clock at the close of day. Employees will punch out and in during their lunch break or during their normal work day if they leave the building or their assigned duties. Employee time cards must be left in the card rack.
 - b. Write in the reason for any absence from work in the blank space where hours would have been recorded.
 - c. Write the total hours worked each day in the right hand column next to the time (hours) punched by the clock. Hours worked daily shall be only those authorized (do not add extra minutes to the time authorized even though the employee may have arrived a few minutes early or left a few minutes late).
 - d. Work overtime only when approved in advance by the supervisor or principal. The reason for overtime hours must be written in the margin of the time card.
 - e. Complete the time card at the end of each pay period by writing the **total hours worked** (60, 75, 80, etc.) in the upper left hand corner of the time card.
 - f. Sign his/her time card at the end of the pay period just below the employee's typed name. The signature will signify that the employee has reviewed and approved his/her own time card.
- 7.2 Employees will be paid according to assigned job classification and years of experience as indicated elsewhere in this Agreement.
- 7.3 All hourly employees will work the hours they are scheduled or assigned to work unless given prior authorization to work different hours.
- 7.4 Hourly employees shall be entitled to receive overtime compensation at the rate of one-and-one-half times the regular rate of pay for authorized hours worked in excess of forty (40) hours during a work week and/or over eight (8) hours in one day. Overtime shall not be paid unless expressly required by applicable laws or regulations, or as expressly required in other portions of this Agreement. Overtime work will be as scheduled by the Employer and, except in case of emergency, must be authorized by the Employer in advance.
- 7.5 The Employer will assign overtime within the building to the building head custodian and in the maintenance area to a designated maintenance person for distribution and equalization among employees. If the head custodian or designated person is unable to find any bargaining unit employees to work the overtime as scheduled by the Employer, the Employer may call in substitute or temporary employees to do the work or assign overtime to the least senior member of

the unit in the building in which the overtime is to occur, or the least senior maintenance employee if the overtime occurs in the maintenance department.

In the event of an absence of more than thirty (30) days, the temporary vacancy will be offered to bargaining unit members by seniority. Regular part-time employees who are temporarily working in the position of a regular full-time employee shall be eligible to work overtime in accordance with the distribution/equalization procedure detailed above.

- 7.6 The general duties of each employee shall include those activities within the employee's work classification and those activities which are assigned by the Employer.
- 7.7 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. The lunch period shall be unpaid and in addition to the eight (8) duty hours. Each employee may take a fifteen (15) minute 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 scheduled 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).
- 7.8 Employee shall not be scheduled less than eight (8) hours off between shifts unless the employee volunteers.

ARTICLE VIII Vacancies, Job Openings, and Transfers

- 8.1 Nine (9) copies of all vacancies and newly-created positions within the bargaining unit shall be forwarded to the bargaining unit president for posting. Such vacancies or newly-created positions shall not be filled for a period of five (5) working days after the posting notices have been forwarded to the Union unit president.
- 8.2 When a job opening is not filled by an employee within the bargaining unit, the Employer shall have the right to employ a new hire.
- 8.3 The Employer may establish, modify, or eliminate existing classifications or positions, in such new or revised job descriptions, specifications, classifications, and rates of pay as may be appropriate, provided that the action shall not be directed at reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an employee within the same classification or position at more than one location within the District shall not constitute the modification or establishment of a new or revised job classification or position. The Employer shall meet with the Union within thirty (30) calendar days after the establishment of any new or substantially changed classification. The pay rate when established shall be retroactive.
- 8.4 Nothing herein shall limit the right of an Employer to temporarily transfer or promote an employee on a non-voluntary basis for a period not to exceed thirty (30) work days. An employee who has been temporarily transferred or promoted shall not receive less than the minimum rate of

pay designated for such position, provided that such rate is higher than his/her former rate. No employee will receive a reduction in his/her regular rate of pay due to a temporary transfer.

- 8.5** Any employee in the bargaining unit may bid on a job opening by notifying the Employer in writing within the five (5) work day posting period. In making a transfer or assignment change within the bargaining unit, the Employer will fill the position with the employee who has bid for the posting and who is qualified for the position as determined by the Employer. If two or more employees are so qualified, the job will be assigned to the most senior employee. An employee, to be eligible for a position must have performed satisfactorily in his/her present classification or position and must be qualified to perform the duties of the new classification or position. The decision in making a transfer or assignment change is the responsibility of the Employer. The Employer shall not be required to transfer an employee more than once during any six (6) month period.
- 8.6 A.** The successful regular employee applicant for a job opening or vacancy shall be granted a trial period of thirty (30) work days, provided, that the Employer may terminate the trial period early after consultation with the Union if the employee demonstrates a clear lack of ability to learn or perform the job, or where safety and health are involved. During the trial period, the employee shall be entitled to receive the rate of pay designated for the new classification or position. If, during the thirty-day trial period, the employee does not qualify for the position or requests that he/she be returned to his/her previous position, the employee shall be returned to his/her previous position and salary schedule without loss of seniority.
- B.** If after the trial period the employee does not qualify or chooses to return to their previous position, the vacancy will be offered to the next most senior employee who is qualified and bids on the vacancy.

ARTICLE IX Lay-Off and Recall

- 9.1** If the Employer determines that the number of employees is in excess of its current requirements or budget, it shall have the right to reduce the number of employees.
- 9.2** The least senior employee within a classification, beginning with probationary employees, shall be the first laid off, provided, however, that the Employer shall determine that there are qualified employees remaining to meet the requirements of the Employer. Compensation and fringe benefits shall be suspended during any lay-off period.
- 9.3** When an employee's position is eliminated or if an employee is bumped by a more senior employee in a layoff situation, the displaced employee may bump into a position within their classification with an equal or greater number of hours, provided they have more seniority than the employee they will be bumping. The displaced employee may also choose to bump an employee with fewer hours than their previous position.
- 9.4** Any employee who is laid off within a classification may bump the employee with the least seniority in another classification if:
- a.** The employee is qualified for the position he/she is bumping into, and
 - b.** The employee has more seniority than the employee with the least seniority who is being bumped, and

- c. The employee being laid off notifies the Employer in writing within five (5) working days after receiving written notice of impending lay-off that he/she desires to bump into a given position as noted in this section. An employee who does not so notify the Employer shall not have bumping rights.

9.5 Employees shall be called by classification in reverse order in which laid off provided, however, that the Employer shall not be required to recall an employee in such order if the Employer determines that such employee does not possess the minimum qualifications necessary to perform the duties of the job to which the employee will be assigned.

9.6 Lay-off classifications shall be those classifications used in the Salary Schedule, Article 27.2.

9.7 All recalls shall be made by written notice sent by certified mail, return receipt requested, to the employee's last known address according to the records of the Employer. Such recall notices shall specify the date upon which the employee shall return to work and such recalled employees shall return to work on the date so specified. The employee shall have five (5) working days from the date of mailing said notice of recall within which to return to work. If any employee shall fail to report to work at the time specified in the recall notice, or within five (5) days of the mailing of the recall notice, which time is longer, the employee shall be considered as a voluntary quit and shall thereby automatically terminate his/her employment relationship with the Employer. Termination shall not occur if the employee cannot report due to an emergency situation and if the employee promptly notified the Employer of the situation. The obligation of the Employer to recall a laid-off employee shall terminate eighteen (18) months following lay-off.

9.8 It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The employee's address and telephone number as they appear on the Employer's records shall be conclusive.

9.9 No new employee will be hired within a classification while a qualified bargaining unit employee is on lay-off status within the classification and is available for work.

ARTICLE X

Sick Leave

10.1 Sick leave accumulated prior to July 1st, 2008, may be used before or after all Paid Time Off (PTO) has been used, according to the following guidelines:

- a. Any physical or mental condition which disables the employee from rendering services, but excluding any condition compensable by workers' compensation, or resulting from other employment.
- b. Employee physical examinations, medical, dental, or other health treatments which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.
- c. A communicable disease which the employee has contracted which would be hazardous to the health of students, employees, or other persons using the facilities of the School District.
- d. Serious illness of members of the employee's household. Household shall be defined as those household members making their permanent residence in the employee's home, and those who are dependents as defined by the Internal Revenue Service.

10.2 The Employer shall have the right to full access to all medical information pertaining to any employee seeking or on sick leave. The Employer shall have the right to have an employee examined by a physician of the Employer's choice at the Employer's expense in those cases where an employee's physical or mental state is in question.

10.3 When an employee is away from the job because of illness or injury under this Section for more than three (3) consecutive working days or when the Employer has reason to suspect the employee is abusing the sick leave, the Employer reserves the right to require a medical certificate or other appropriate verification of the reasons for absence under this Section.

10.4 Upon retirement of employment all accumulated sick leave shall be paid at \$20.00 per day.

ARTICLE XI Bereavement

11.1 Up to three (3) paid days may be used by the employee for bereavement for the death of the employee's father, mother, sister, brother, grandchildren, step-grandchildren, sister-in-law, brother-in-law, mother-in-law, father-in-law, child or spouse. Bereavement leave will not be charged against PTO.

ARTICLE XII Military Leave

12.1 An employee who is drafted or volunteers for the armed forces of the United States of America shall be granted a leave of absence without pay and shall be entitled to such seniority and reinstatement rights as provided by applicable Federal law.

12.2 An employee called to temporary active duty as a member of the National Guard or other United States Armed Forces Reserved Unit shall be granted a leave of absence without pay for the duration of such temporary active duty. Seniority shall accrue for such employee during any such temporary leave of absence.

ARTICLE XIII Leave of Absence

13.1 An employee leave of absence may be granted or denied on an individual basis at the discretion of the administration without pay or benefits.

13.2 No leave of absence shall be approved beyond twelve (12) months.

13.3 An employee shall be allowed to take a maternity leave from her employment upon request from an attending physician. An employee who is required to be off work due to maternity may apply the provisions of sick leave as indicated in Article X.

13.4 The Employer may grant leaves of absence to Union members upon the request of the Union for the purpose of conducting official business, including conventions, workshops, and other similar activities related to the representation of the employees covered by this Agreement, in accordance with the following guidelines, namely:

- a.** Not more than one (1) employee shall be granted a leave at one time, and not more than two (2) such leaves shall be granted during a calendar year.

- b. The leave shall not materially interfere with the normal operations of the Employer or with the discharge of the employee's duties and shall not exceed five (5) days.
- c. The Union shall be granted, upon request, up to forty (40) hours per year for the purpose of allowing designated bargaining unit members to participate in union activities outside of the District. The first sixteen (16) hours of such leave shall be paid. The request shall be signed by the Unit President and shall be submitted to the Superintendent or designee at least 48 hours prior to the leave date.

ARTICLE XIV
Jury Duty

- 14.1** An employee shall be entitled to jury duty leave. Employees who miss days or hours of work due to jury duty must turn in the compensation received to the Business Office if they are to receive salary for time missed. Compensation for mileage reimbursement may be retained by the employee.

ARTICLE XV
Notification of Absence and Call-In Time

- 15.1** In all cases of absence, or need to leave early, the employee shall notify the Head Custodian, Building Principal, or the Maintenance Supervisor so that proper arrangements can be made to distribute the work load and/or arrangements can be made for a substitute. Notification of an absence shall be made as soon as it is known, and under normal circumstances shall be no later than two (2) hours before the employee's work day begins or four (4) hours for third (3rd) shift employees.
- 15.2** Employees who fail to notify the Head Custodian or the Building Principal of absences as indicated above (except in emergency or under unusual circumstances) will not be reimbursed for the absence, and may be subject to discipline.
- 15.3** Any employee reporting for work at his/her starting time when no work is available shall receive a minimum of two (2) hours' pay at his/her regular rate unless an attempt has been made to notify such employee not to report at least one (1) hour prior to the scheduled starting time.

ARTICLE XVI
Paid Holidays

- 16.1** The following days are to be reimbursed as paid holidays (less than eight-hour per day employees will have paid holidays pro-rated):
- a. July 4 (fifty-two week employees only)
 - b. Labor Day
 - c. Thanksgiving
 - d. Friday after Thanksgiving
 - e. Christmas Eve Day
 - f. Christmas Day
 - g. New Year's Eve Day
 - h. New Year's Day

- i. Good Friday (If a student day or In-Service day is scheduled on Good Friday, a floating holiday will be scheduled with the supervisor's approval. Work scheduled and performed on Good Friday will be paid at straight time.)
- j. Memorial Day.

16.2 To be eligible for holiday pay, the employee must:

Have been employed thirty (30) calendar days prior to the holiday, and
 Have worked a scheduled work day before and after the holiday unless:

- 1. The employee is on approved PTO

16.3 An employee will not receive holiday pay if the employee is on an approved leave of absence during, immediately before, or immediately after a holiday.

16.4 If a holiday is observed during the week, no work shall be scheduled on that day except in an emergency.

16.5 If the holiday is observed during the weekend, either Monday or Friday will be scheduled as the holiday.

16.6 In the event it is necessary for an employee to work on any of the above holidays, the employee shall receive time-and-one-half for hours worked in addition to holiday pay.

**ARTICLE XVII
 Paid Time Off (PTO)**

17.1 Employees will be granted Paid Time Off (PTO) days on July 1st of each year to be used at the employee's discretion, according to the following schedule:

| Weeks Worked | PTO days granted yearly |
|----------------|-------------------------|
| 39 and less | 10 |
| 40-41 | 11 |
| 42-43 | 12 |
| 44-45 | 13 |
| 46-47 | 14 |
| 48 and more | 15 |
| After 10 years | 1 additional day |
| After 15 years | 1 additional day |
| After 20 years | 1 additional day |
| After 25 years | 1 additional day |

Employees on an unpaid leave of absence will not accrue PTO during the absence.

ARTICLE XVIII
Safety and Health

- 18.1** Any physical examination employees are required to take by the Employer shall be at the expense of the Employer. Such physical examination will be scheduled during the employee's working hours if reasonable, and if scheduled at another time the employee will be paid for the time spent taking the physical. This paragraph shall not apply to pre-employment physicals.
- 18.2** An employee must immediately report to his/her supervisor all accidents or injuries sustained by students or themselves. This report must be in writing. After an accident/injury the employee may be required to undergo drug testing according to the same requirements as employees holding a CDL license.
- 18.3** All employees shall observe all reasonable safety rules, which are established by the Employer and shall use such safety equipment as required by the Employer.

In the interest of reduction of on-the-job injuries resulting in worker's compensation claims and the resulting higher worker's compensation insurance premiums for the Employer, the parties agree that the Union will encourage on-the-job safety among its members.

A Safety Committee shall be established to coordinate the on-the-job safety activities. The Committee shall consist of at least four members with the Employer and the Union equally represented. The Committee shall meet at times and dates mutually agreed by the Committee members. Committee members shall not be paid for attending meetings not scheduled during the employees' regular work hours.

ARTICLE XIX
Inclement Weather

- 19.1** All employees are expected to report to work each day that school is closed due to inclement weather. Employees will be allowed two (2) hours to report to work without loss of pay.
- 19.2** When schools are closed due to inclement weather, and when weather is unusually hazardous and roads are impassable, and employees cannot report due to road conditions, employees may receive pay for time missed by charging the day against PTO in such cases must be so marked on the employee's time card if pay is to be received.
- 19.3** If weather is determined to be so bad that all employees are directed by the Employer not to report to work, or all are sent home early, all employees will receive pay during that portion of time without the time being charged to PTO
- 19.4** Employees will report to work as usual (unless directed to do otherwise by the Employer) as days when one or more buildings are closed due to equipment or electrical failure.

ARTICLE XX
Mileage Reimbursement

- 20.1** An employee required by the Employer to use his/her motor vehicle for the benefit of the Employer shall be reimbursed at the prevailing school district rate provided that a mileage record is submitted to the Employer in accordance with procedures established by the Employer.

ARTICLE XXI
Employee Conduct and Discipline

- 21.1** Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that proper standards of conduct include the following:
- a.** The performance of all duties with reasonable diligence and in a workmanlike manner.
 - b.** Promptly notifying the Employer of any physical or mental condition of the employee, which may temporarily or permanently impair the ability of the employee to adequately discharge his/her responsibilities.
 - c.** Promptly notifying the Employer of any defective condition in the physical facilities of the District which may cause injury or damage or which needs attention in order to provide proper maintenance.
 - d.** Promptly notifying the Employer of any misuse, abuse or illegal use of any of the physical facilities of the District for which the employee has responsibility.
 - e.** The avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence, and the prompt reporting of any such tardiness or absence to the Employer.
 - f.** The avoidance of outside employment or other competing activities which may reasonably impair the ability of any such employee to discharge his/her duty.
 - g.** The avoidance of any activity which:
 - 1.** Is contrary to the best interests of the Employer and its responsibility to the public for the education, safety, and well-being of students and other persons who may use its facilities.
 - 2.** Is contrary to honesty or good morals.
 - h.** Compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement including rules and regulations which may be from time to time adopted by the Employer, which rules shall be conclusively deemed to be reasonable if no objection thereto has been filed in writing by the Union within ten (10) days after posting.
 - i.** The Union will encourage all bargaining unit employees to be supportive of the school system and will encourage all bargaining unit employees to air their complaints concerning the operation of the school district through administrative personnel or the elected Board of Education, and the Union will direct bargaining unit employees to follow the Contract in addressing Contract grievances.
 - j.** Employees will refrain from looking through office files or desks which may contain private or confidential information about students or other school district employees.
 - k.** Employees will not use school facilities, equipment, or supplies for personal use without first making proper arrangements with the appropriate supervisor or administrator.

- 21.2** Any employee who shall fail to maintain proper standards of conduct or to discharge his/her responsibilities shall be subject to such disciplinary action as follows:
- a. Discussion of problem
 - b. Verbal warning
 - c. Written warning included in personnel file
 - d. Written warning included in personnel file
 - e. Suspension without pay
 - f. Transfer to the position of the least senior employee
 - g. Dismissal

It is recognized that the seriousness of a problem may cause the problem to initially be dealt with at a higher level than in the order of discipline as listed above. For example, it could start at Step e. Once the discipline process starts, steps in the system may be missed. For example, the discipline process could start at Step b and go to Step e.

- 21.3** An employee shall be entitled to have present a representative of the Union for any disciplinary action that is more serious than a verbal warning. When a request for such representation is made, no action shall be taken with respect to the employee for six (6) hours (except in emergency situations). When request for Union representation is made by an employee, then the employee shall appear at the appointed time and place, with or without a Union representative, after the six (6) hour period (time limit may be shortened by mutual agreement). The responsibility for requesting a Union representative, and the responsibility for securing the same shall lie solely with employee involved.
- 21.4** No non-probationary employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause.
- 21.5** Each employee shall have the right upon request to review and receive a copy, if so desired, of the contents of his/her own personnel file at a reasonable time. A representative of the Union may accompany the employee in such a review.

ARTICLE XXII

Workers' Compensation

- 22.1** Employees will continue to accrue PTO as long as the employee is actively working, absent from work due to work related injury or illness, or using previously accrued sick leave or PTO. Employees off work for injury or illness that is not work related shall not continue to accrue PTO.
- 22.2** Employees who are injured while on the job must notify their supervisor as soon as reasonably possible to make a written report of the injury. The report must be in the hands of the supervisor within eight (8) hours whenever possible.

ARTICLE XXIII
General Provisions

- 23.1** If any provisions of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, and all other provisions or applications shall continue in full force and effect. If any provision of this Agreement is found to be contrary to law and is therefore invalidated, either party may request that the parties meet for the purpose of renegotiating any such invalidated provision.
- 23.2** During the term of this Agreement, the Union will not authorize, sanction, encourage, condone, or acquiesce in, any strike or work stoppage of any kind or nature against the Employer. Strike and work stoppages shall be deemed to include, but are not limited to: slowdowns, stoppages of any kind, sit-ins, refusal to perform work, “blue flu”, or any other type of interference of any kind whatsoever with the operations of any facilities, singularly or jointly of the Employer, and picketing or demonstrating of any kind during working hours. The Union further agrees that it will not engage in any sanctioned activities or other kinds of boycotts of the Employer. The Employer shall have the right to discipline, including discharge, any employee for taking part in any violation of this provision. Likewise, the Employer agrees not to lock out bargaining unit employees during the terms of this Agreement. The provisions of this section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.
- 23.3** It is expressly agreed that neither the bargaining unit nor any provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both the contracting parties, provided that nothing herein shall prohibit the Employer from adopting policies, initiating programs or entering into other Agreements which are not contrary to the expressed terms of this Agreement, and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.
- 23.4** The Employer agrees to furnish a copy of this Agreement to each employee who is employed in the bargaining unit during the term of this Agreement.
- 23.5** The parties recognize the Employer’s obligation to the public to maintain and preserve at a reasonable cost the physical facilities of the District. Accordingly, nothing in this Agreement shall limit the right of the Employer to use such equipment, techniques, and procedures as it deems necessary, or to contract or sub-contract work as the Employer may determine to be in the best interest of the public, provided, however, that the Employer shall not exercise such right for the express purpose of undermining the Union or discriminating against Union members.
- 23.6** All tools required by the Employee in carrying out custodial or maintenance duties shall be supplied by the Employer. Each employee using tools of the Employer shall be responsible for the care and/or loss of such tool.
- 23.7** Employees required by the Employer to attend training classes or schools shall have such training or schooling paid for by the Employer. An employee shall not suffer loss of pay as a result of attending such required training classes or schooling.

- 23.8** Bargaining unit work will not be assigned to non-bargaining unit employees employed by the Employer in such a manner as to cause a reduction in the number of bargaining unit employees.
- 23.9** The Employer shall reimburse each full-time employee up to \$100.00 per year for employee work shoes only. Reimbursement shall be prorated according to the number of hours/week an employee is regularly employed, according to the following formula: $\$100 \times (\% \text{ of the } 40 \text{ hours/week worked}) \times (\text{weeks worked/year divided by } 52)$. Only work shoes approved by supervisor or designee shall be eligible for reimbursement.
- 23.10** A part-time employee who is filling a full-time temporary vacancy of more than 30 days (per article 7.5) shall receive the benefits of the full time position, provided the employee fulfills the responsibilities of the full time position, including all days and hours. For example, a paid holiday will be considered one of the benefits of the full time position.

ARTICLE XXIV Grievance Procedure

- 24.1** A grievance is defined as a claim by a member of the bargaining unit that there has been a violation, misinterpretation, or misapplication of the expressed terms of this Agreement.
- 24.2** The procedures for adjustment of grievances shall be as follows:

Step 1 – An employee with a problem or grievance shall first discuss the matter with his/her immediate supervisor with the objective of settling it quickly and informally. It shall be the responsibility of the employee to indicate that the parties are in a grievance discussion.

Step 2 – In the event the grievance has not been satisfactorily settled, the matter shall be presented in writing to the employee's immediate supervisor within (10) working days from the date of occurrence. The written grievance shall include:

- a. Identification of the grievant.
- b. The facts upon which the grievance is based.
- c. The applicable portion of the Agreement allegedly violated, misinterpreted, or misapplied.
- d. The specific relief requested.
- e. The date and time of the alleged grievance.
- f. The date on which the grievance is being filed.
- g. The signature of the grievant.

Within five (5) work days from the receipt of the written grievance, the supervisor shall meet with the grievant and steward. Within five (5) work days after this meeting, the supervisor shall state his/her decision in writing and forward a copy thereof to the grievant and steward.

Step 3 – Within five (5) work days after receiving the decision in Step 2, the grievant or steward may appeal the decision in writing to the Superintendent or his/her designee.

Within five (5) work days of the receipt of the written grievance appeal, the Superintendent or his/her designee shall have a conference with the grievant, steward and/or business representative.

Within five (5) work days after the meeting, the Superintendent or his/her designee shall state his/her decision in writing, and furnish a copy thereof to the grievant and the steward.

Step 4 – Within ten (10) work days of receiving the decision in Step 3, the grievant may appeal the decision in writing to the Board of Education. Within ten (10) work days of the receipt of the written grievance appeal, the Board of Education shall conduct a hearing with the grievant, steward and/or business representative. The Board of Education shall hear the grievance in dispute and shall render its decision in writing within ten (10) work days from the close of the hearing.

24.3 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 Relation Commission under the following conditions.

- a. The party that chooses to submit the grievance to arbitration must notify MERC and 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 within the time herein provided shall be deemed withdrawn.
- c. The parties will select an arbitrator through the Michigan Employment Relation 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. All costs incurred with the preparation and presentation of each case shall be paid by the party incurring such costs. The expenses of each witness and the compensation of any witness for either party shall be paid by the party producing such witness.
- h. The fees and expenses for the arbitrator shall be paid at equal expense to the Employer and to the Union.
- i. Either party shall have the right within ten (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 both as to the facts and as to the law, provided, however, that if application is not made within such time, the decision of the arbitrator shall be binding.

The provisions of this section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.

24.4 Any time limit within the grievance procedure may be extended by written mutual agreement of the Employer and employee.

- 24.5** 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 his designee, will be forwarded to the Union unit president.
 - b.** The discharge, discipline, or suspension of a probationary employee.
 - c.** Any provision of this Agreement which contains an express exclusion from this procedure.
- 24.6** Any grievance or request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered in the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next grievance level unless withdrawn, except at Step 4, the time constraints shall be in effect.
- 24.7** All grievances, replies, and requests shall be in writing. The grievant shall be present in all meetings between the parties after Step 3 during the grievance procedure.
- 24.8** All proceedings in the grievance procedure process shall be held on the Employer's premises (may exclude court proceedings),
- 24.9** It is understood that if any bargaining unit member or the Employer files a charge with a governmental agency such as the Equal Employment Opportunity Commission, Michigan Civil Rights Commission, Michigan Employment Relations Commission, and/or a similar State or Federal agency, said charge shall not be subject to arbitration under this Agreement. It is further understood that the Employer reserves the right to set aside the findings and conclusions of any arbitration award where the Union files with the before-mentioned governmental agencies on a charge previously determined by arbitration within a twelve (12) month period, except that if related issues were raised in the petition for arbitration, the findings and conclusions of said issues shall continue to be binding.

ARTICLE XXV

Negotiation Understandings

- 25.1** The Employer and Union 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 Employer and Union after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that the Agreement was negotiated.

ARTICLE XXVI
Insurance

- 26.1** The Employer will make available the following health/hospitalization insurance options from which each employee may select one:

For employees hired before July 1, 2005 the Employer will pay the amount of Hard Cap rate in place as of July 1st of each year that is allowed under current law toward the total cost of health insurance coverage including deductibles. The employee may choose between MESSA Choices II, with a Saver Rx card, a \$200/\$400 deductible (pre-funded by the District) and \$20 Office Visit, or MESSA ABC Plan 1 with an ABC Rx card, \$1250/2500 deductible (\$1250/2500 of this deductible pre-funded by the district).

For employees hired after July 1, 2005 the Employer will pay the amount of Hard Cap rate in place as of July 1st of each year that is allowed under current law toward the cost of employee only coverage, including the deductible. The employee may choose between MESSA Choices II, with a Saver Rx card, a \$200 deductible (pre-funded by the District) and \$20 Office Visit, or MESSA ABC Plan 1 with an ABC Rx card, \$1250 deductible (pre-funded by the district). The employee may pay for the additional cost to insure their family. Employees who choose to do so will have the cost of the premiums deducted by payroll deduction each month.

In the event that the legislature approves an increase to the “Hard Cap” for two person coverage outside the annual CPI adjustment, the District agrees to increase its contribution toward two person coverage accordingly.

- 26.2** Regular part-time employees (working less than eight (8) hours a day forty (40) hours per week) will have their health/hospitalization insurance premium benefit pro-rated according to their work week. In addition, School year part-time employees hired after July 1, 2005 will have their health/hospitalization insurance premium benefit prorated according to the months worked. The employee’s share of any required premium will be deducted from the employee’s paycheck each month.
- 26.3** Regular part-time employees who are employed less than thirty (30) hours per week will not be eligible for health/hospitalization benefits mentioned above.
- 26.4** The Employer will make available without cost to each employee, who is employed as a regular employee at least 5 hours per day, (and the employee’s eligible dependents) dental care insurance, equivalent to MESSA Delta Dental Plan C, Class I, II, and III (80/80/80 Co-pay). The Employer will name the carrier.
- a.** Any employee who does not require the health/hospitalization coverage listed may receive sixty dollars (\$60.00) cash each month, which he/she may choose to invest, via payroll deduction.
- 26.5** The Employer shall provide all employees a comprehensive optical insurance plan equivalent to that provided to other support units of the District without cost to the Employees.
- 26.6** Individual employees must assume the responsibility of signing up to receive health/hospitalization insurance, dental coverage, vision insurance and/or cash en lieu of benefits. Marriage, childbirth, death, or any other change in the employee’s family should be

brought to the immediate attention of the Business Office for purpose of keeping insurance coverage current. Employees must sign up for the insurance coverage during the first month of employment or during the open enrollment each year, presently in September.

- 26.7 The aforementioned insurance benefits are subject to the following limitations and conditions:
- a. Spouse and/or dependent benefits shall not be paid if such benefits duplicate or are substantially equivalent to those to which spouse and/or dependent is enrolled in under any other group insurance plan. It is the intention of the parties of this Agreement that no employee shall have double coverage which has no reasonable benefit to the insured.
 - b. The Employer's contribution to the above insurance shall terminate at the end of the calendar month in which the employee's employment terminates.

**ARTICLE XXVII
Salary Schedule**

27.1 Beginning employees will be classified by the Employer and may be given up to sixty (60) days credit for previous work experience at the discretion of the employer.

27.2 The salaries below will be in effect from July 1, 2013 to June 30, 2014, inclusive:

SALARY SCHEDULE 2013-2014

| | Beginning | After 60 days | After 1 year | After 2 years | After 3 years | After 4 years | After 5 years | After 9 years | After 13 years | After 17 years | After 21 years | After 25 years | After 29 years |
|---------------|-----------|---------------------|-----------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| HD CUST – SEC | \$12.62 | \$12.97 | \$13.49 | \$13.80 | \$14.12 | \$14.46 | \$14.71 | \$14.94 | \$15.31 | \$15.47 | \$15.62 | \$15.79 | \$15.95 |
| HD CUST –ELEM | \$12.28 | \$12.62 | \$13.13 | \$13.43 | \$13.75 | \$14.10 | \$14.36 | \$14.63 | \$14.95 | \$15.13 | \$15.28 | \$15.45 | \$15.61 |
| CUSTODIAN 1 | \$11.74 | \$12.06 | \$12.57 | \$12.91 | \$13.22 | \$13.56 | \$13.80 | \$14.04 | \$14.40 | \$14.58 | \$14.73 | \$14.89 | \$15.06 |
| MAINT/GROUNDS | \$12.66 | \$12.98 | \$13.48 | \$13.80 | \$14.12 | \$14.47 | \$14.71 | \$14.94 | \$15.31 | \$15.47 | \$15.63 | \$15.79 | \$15.95 |
| MAINT. TECH. | \$17.04 | \$17.49 | \$18.19 | \$18.62 | \$19.08 | \$19.58 | \$20.07 | \$20.57 | \$21.20 | \$21.36 | \$21.52 | \$21.68 | \$21.85 |

An additional \$.10 per hour third shift premium will be paid to employees starting work at or after 11:00 p.m.

2014-2016 – Contract to be opened for wages and benefits for the 2014-15 and 2015-16 contract years.

27.3 Any employee called to work for hours outside his/her normal working hours shall be paid a minimum of two (2) hours pay at his/her regular rate. This provision does not apply to an employee who may work an authorized extra half-hour immediately before or after his/her regular work day.

**ARTICLE XXVIII
DURATION**

- 28.1** This Agreement shall become effective the first (1st) day of July, 2013, and shall continue in effect through the thirtieth (30th) day of June, 2016, at which time it will terminate.
- 28.2** The negotiations of a new Agreement shall begin upon written request of either party made at least sixty (60) days prior to the expiration of this Agreement. Bargaining sessions shall be mutually scheduled between the Employer and the Union. No employee shall suffer a loss of pay for time spent in bargaining, nor shall they be required to make up any work hours for time spent in bargaining.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized representatives as of this 1st day of July, 2013.

EMPLOYER:
ALLEGAN PUBLIC SCHOOLS
COUNTY OF ALLEGAN
ALLEGAN, MICHIGAN

BY: Kevin Hamon
Its SUPERINTENDENT

UNION:
LOCAL 517M
SERVICE EMPLOYEES
INTERNATIONAL UNION

BY: Jin Kim
Its Coordinator
BY: Debbie Jones
Its: Steward