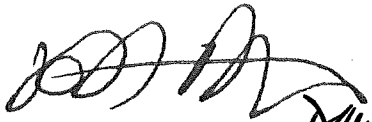


TA 12/18/20

  
*David Demink 12/18/20*

**AGREEMENT**

**between the**

**EAST CHINA SCHOOL DISTRICT**

**and**

**LOCAL 517M**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION**

**covering the period from**

**January 1, 2020 ~~July 1, 2017~~**  
**to**

**June 30, 2020**

## AGREEMENT

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

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

### **ARTICLE I Management Rights**

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

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

- (d) To promulgate reasonable work rules. Except in cases of emergency, the employer shall notify the union of the anticipated changes and allow the union five (5) days to provide input before changes are made.

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

An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531 or P.A. 436 of 2012, is allowed to reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531 or P.A. 436 of 2012.

## **ARTICLE II**

### **Employee Defined**

For the purpose of this Agreement, the term employee shall include all regular full time custodial employees, including Custodian I, Building Heads I and II, and Night Crew Leaders employed by the East China School District but shall exclude substitutes, student trainees, bus drivers, cafeteria employees, and supervisors. "Regular full time employees" are defined as those who regularly work at least thirty-two (32) hours per week.

## **ARTICLE III**

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

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

## ARTICLE IV

### Representation

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

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

## ARTICLE V

### Job Status and Function of Union Officers

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

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

5.3 The names of committee members, steward, and alternate steward shall be given in writing to the Employer, and no committee members, steward or alternate shall function as such, until the Employer has been advised of the selection in writing by representatives of the Union. Any change in committee members, steward or alternate shall be reported to the Employer in writing as soon as practicable.

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

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

## ARTICLE VI

### Grievance Procedure

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

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

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

The Director of Operations and the building principal of the school to which the employee is assigned.

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII

### Seniority

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

7.2 The employee's name shall be placed on the seniority list after successful completion of the probationary period. An up-to-date seniority list shall be made available to all employees for review each October.

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

7.4 Seniority or continuous service shall be broken by:

- a) Voluntarily resigning from the service of the Employer.
- b) Failure of an employee to report an absence from a regularly scheduled work day for a period of three (3) consecutive days
- c) Failure of employee on layoff to report or acknowledge such notice to report within five (5) calendar days of written notice.
- d) An employee who fails to accept any work offered in accordance with the provisions of this section in lieu of layoff or any employee on layoff who fails to accept any work offered shall be deemed to have voluntarily resigned.
- e) Discharge unless reversed by the grievance procedure.
- f) Layoff which extends beyond two (2) calendar years.

## ARTICLE VIII

### Layoff and Recall

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

When a job elimination exists, the employee by seniority, has the right to bump laterally or to a lower classification, if qualified by certification, test results, etc. Bumped employees shall notify the Personnel Department of their job selection within three work days.



## ARTICLE IX

### Transfers and Promotions

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

9.2 If a vacancy is of an emergency nature, supervision may designate a temporary substitute for a period not to exceed thirty (30) work days.

9.3 In the event of a job opening, all applicants who have previously passed the written test, who are currently serving in, or who previously served in a higher position will be selected for the position based on seniority. If no qualified applicants apply then all interested applicants will be considered. The successful applicant will be determined on an interview process as determined by management with serious consideration given to seniority. Applicants not selected for the position will be given feedback regarding the decision.

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

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

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

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

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

9.9 In the event there are no qualified employees on staff, the employer may hire new employees. Management reserves the right to start new employees at any step in the pay scale at its own discretion.

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

BUILDING HEAD

Night Crew Leader

Custodian

NIGHT CREW LEADER

Custodian

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

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

9.12 All bargaining unit members may be temporarily assigned to another building or task in the District. This temporary assignment shall be based on a work load assessment/unique situation at another building and will be determined by the Director of Operations or his designee. This assignment may last any length of time on non-student attendance days. On student attendance days, the assignment shall be no longer than five (5) work days, assigned by seeking volunteers or by seniority at the building affected, if needed.

## **ARTICLE X**

### **Hours of Work**

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

10.2 The Employer shall have the management right to establish starting and quitting times, work schedules, and locations. The parties recognize that the normal hours of Building Head will be from 6:00 a.m. to 2:30 p.m. and Night Crew Leader, 3:30 p.m. to 12 midnight; Custodian I's will be assigned regular work hours, however, such assignments will not be set forth in this Agreement, because they may vary from building to building. Prior to changing an employee's work schedule by more than two hours, but less than three hours, the Employer shall notify the Union of the anticipated changes and allow the Union five (5) days to provide input before changes are made. Prior to changing an employee's work schedule by three or more hours, the Employer shall notify the Union of the anticipated changes and allow the Union five (5) days to provide input before posting the position for bid. An employee displaced under this bidding provision shall, by seniority, have the right to bump laterally or lower, if qualified by certification, test results, etc. None of these requirements shall apply in the event of an emergency as determined by the Employer.

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

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

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

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

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

Temporary call-in substitute custodians will not be used to staff a regular custodial position vacancy except in an emergency or as provided for in Article 9.1.

10.7 **Unplanned School Closings** – When regular work is scheduled and all schools are ordered closed for the entire day by the Superintendent or designee, classifications under this Master Agreement will report to work and receive their regular rate of pay. This section shall apply to each day of the school closing. A doctor's note will be required for any employee who fails to report to work on the day of an unplanned school closing; without proper medical documentation, the employee will not be paid for the day.

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

**ARTICLE XI**

**Compensation**

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

A longevity payment will be made annually for the purpose of recognizing service credit to the District. Years of service will be based on status as of the previous July 1 and will be paid in the first payroll in December as follows:

10-14 years of service	\$100
15-19 years of service	\$150
20 or more years of service	\$200

**ARTICLE XII**

**Vacation**

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

12.2 Employees will be credited with vacation time as follows: one (1) week after one (1) year of continuous employment; two (2) weeks after two (2) years of continuous employment; three (3) weeks after eight (8) years of continuous employment; and four (4) weeks after sixteen (16) years of continuous employment. Two weeks of vacation time must be utilized when school is not in session.

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

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

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

## ARTICLE XIII

### Holidays

The following regular holidays shall be observed and all employees shall be paid their usual and regular rate of pay: New Year's Day, Good Friday, Easter Monday (if school is not in session), Memorial Day, July 4, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Day, the last working day before Christmas, and New Year's Eve. If a holiday falls on Sunday, the employees will observe the same on Monday; if a holiday falls on a Saturday, the employees will observe the same on Friday.

Employees will have the Wednesday before Thanksgiving Day (if school is not in session) as an unpaid holiday.

## ARTICLE XIV

### Personal Leave Without Pay

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

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

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

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

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

## ARTICLE XV

### Personal Leave With Pay

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

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

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

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

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



d. Absence required to attend to Personal Business may be compensable up to a maximum of two (2) days annually for business and family obligations that cannot be met outside of the work day. These days may be used for such things (illustrations of, but not limited to) as court appearances, probating a will, attending graduation exercises of children, and attending funerals of relatives; providing that arrangements are made with the supervisor three (3) days in advance of the anticipated absence. In case of an emergency, the supervisor may waive the three (3) day advance notice. Emergencies are considered to be for reasons such as a flooded basement, automobile accident, or a home fire. The Employer may request verification of the need for the emergency personal business day at its discretion. Except for funerals of relatives, the last working day before and first working day after a holiday or vacation will not be approved as a Personal Business day. Personal Business leave will not be permitted for the purposes of personal pleasure such as travel, hunting, skiing, sports events, extended vacations or for gainful employment.

15.3 During the summer months when school is not in regular session, a bargaining unit member who is a firefighter or on the EMS roster of a local fire department within the confines of the East China School District will be excused to attend to emergency duties under the following conditions:

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

## ARTICLE XVI

### Supplemental Worker's Compensation

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

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

## ARTICLE XVII

### Insurance

17.1 The provisions of this group policy and the rules and regulations of the Carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Employer's sole and only responsibility shall be its share of the premium costs as set forth in this paragraph.

Effective January 1, 2016, the Board will pay 80% of the premium cost for health insurance with benefits comparable to the MESSA ABC HSA High Deductible Plan (\$1,300 Single/\$2,600 Two Person/Family employee self-funded deductible based on January 1, 2015 rates) for each regularly employed bargaining unit member who makes proper application to the Central Administrative Office on forms as required by the Carrier.

All bargaining unit members hired on or after July 1, 2008 shall be eligible for single subscriber coverage only. Those employees hired on or after July 1, 2008 who elect two-person or full family coverage shall pay the difference between the single subscriber rate and the employee cost of the two person/family premium.

Employees may also elect coverage comparable to MESSA Choices \$500/\$1,000 subject to the above eligibility requirements. Employees will be responsible for any and all additional costs between the ABC HSA Plan and the MESSA Choices plan.

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

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

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

Bargaining unit members have the option to purchase vision insurance under the district group plan through payroll deduction.

The provisions of both the dental and vision group policies above and the rules and regulations of the Carrier will govern as to the commencement, amount and duration of benefits and all other aspects of coverage.

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

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

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

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

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

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

The maximum annual amount of the cash benefit shall be \$600; payable in monthly payments of \$50. To elect a tax-deferred annuity, the bargaining unit member must enter into a salary reduction agreement. All costs relating to the implementation and administration of benefits under this program shall be borne by the employer.

## ARTICLE XVIII

### General Provisions

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

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

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

18.4 The Employer will issue pay to the employees on the 8<sup>th</sup> and 23<sup>rd</sup> of each month. All employees are required to participate in direct deposit of payroll.

18.5 Work uniforms will be provided on the following basis:

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

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

18.7 A copy of any new or revised work rules will be sent to the Local Unit Chairman at least five work days before the new or revised work rules are promulgated.

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

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

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

18.11 Temporary help may be hired for routine maintenance, moving furniture and equipment, painting, event set-up and teardown and light renovation work during the months of May, June, July and August.

## ARTICLE XIX

### Term of Agreement

19.1 This Agreement shall be in effect beginning January 1, 2021~~July 1, 2017~~, except as otherwise provided herein, and shall remain in full force and effect through June 30, 2021~~0~~. The Agreement shall be renewed from year to year thereafter; provided that either party hereto may reopen the Agreement for changes or amendments or may terminate the Agreement by serving written notice on either party of its desire to change, amend or terminate at least sixty (60) days prior to the expiration date of this Agreement or any extension thereof.

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

IN WITNESS WHEREOF, we hereunto set out hands and seals this 26th day of June, 2017.

MICHIGAN SERVICES EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 517M

BOARD OF EDUCATION  
EAST CHINA SCHOOL DISTRICT

By \_\_\_\_\_  
Robert Rose ~~Andrew Maitland~~, Chairperson

By \_\_\_\_\_  
Jeanne Frank ~~James Biewer~~, President

By \_\_\_\_\_  
Charlene Decker, Negotiator ~~Robert Rose~~, Chairperson

By \_\_\_\_\_  
Suzanne Cybulla, Superintendent

By \_\_\_\_\_  
Dominic Barbarto, SEIU Labor Relations Specialist



**PAY CLASSIFICATION – SCHEDULE A  
SALARY SCHEDULE**

For Bargaining Unit Members Hired Prior to July 1, 2008

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-210</u>
<b>Building Head</b>	\$16.20	\$16.36	\$16.36
<b>Night Crew Leader</b>	\$15.48	\$15.63	\$15.63
<b>Custodian</b>	\$15.23	\$15.38	\$15.38

For Bargaining Unit Members Hired On or After July 1, 2008

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
<b>Building Head</b>	\$14.24	\$14.38	\$14.38
<b>Night Crew Leader</b>	\$13.60	\$13.74	\$13.74
<b>Custodian</b>			
— After One Year	\$11.04	\$11.15	\$11.15
— After Two Years	\$11.78	\$11.90	\$11.90
— After Three Years	\$12.47	\$12.60	\$12.60
— After Four Years	\$13.33	\$13.46	\$13.46

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