

6/30/93

AGREEMENT BY AND BETWEEN

EDWARDSBURG BOARD OF EDUCATION

AND

LOCAL 586, S.E.I.U., AFL-CIO-CLC

1990-91  
1991-92  
1992-93

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

*Edwardsburg Public Schools*

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**LOCAL 586, S.E.I.U.  
AFL-CIO-CLC**

This Agreement entered into this 1st day of July, 1990, by and between the Edwardsburg Public Schools, hereinafter referred to as the "Board" and Local 586 of Service Employees International Union (SEIU), hereinafter referred to as the "Union".

#### **ARTICLE I - PURPOSE AND INTENT**

**Section 1:** The general purpose of this Agreement is to set forth wages, hours and working conditions which shall prevail throughout the term of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of employees, the employer and the Union.

#### **ARTICLE II - RECOGNITION**

**Section 1:** The Board of Education of the Edwardsburg Public Schools recognizes the Service Employees International Union, Local 586, as the Exclusive Representative of the employees listed under the classifications identified in Article VII, Wage Provisions, for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment during the life of this Agreement. Specifically excluded from the bargaining unit are seasonal employees, supervisory personnel, part time substitute employees and all other employees. Seasonal employees shall be defined as employees hired on a temporary basis for a period of less than 91 consecutive work days of the calendar year. It further understood and agreed that any seasonal or other non-bargaining unit employees hired by the Board shall be in addition to the full time positions authorized by the Board.

**Section 2:** The Board and Union agree that for the duration of this Agreement, neither shall discriminate against any job applicant because of race, color, creed, sex, nationality or political beliefs, nor shall the Board nor the Union, its agents or members discriminate against any employee because of his exercising these rights guaranteed by the State or Federal law.

#### **ARTICLE III - UNION SECURITY**

**Section 1:** All employees working for the Board and within the bargaining unit as defined in Article II shall: (1) become Union members after ten (10) weeks after the date of hire or ten (10) weeks after the date of execution of this Agreement, whichever date is later; or (2) pay to said Union an amount equal to dues as provided in Sections 3 and 4 of this Article as a condition of continued employment in the classifications covered by this agreement. In the event an employee shall refuse and fail to do so, the Board shall terminate said employee's employment.

**Section 2:** The Union agrees to indemnify and save the Board and its members harmless against any suit or action brought against the Board or its agents regarding this Article. Any claims, demands, costs, suits or other forms of liability including back pay and all court or administrative costs that may arise out of or by reason of the action of the Board in complying with this provision shall be the obligation of the Union. In addition, the Union agrees to reimburse individual Board members for traveling, meal or lodging expenses incurred as a result of their required presence in the processing of any action initiated by the Union under this article.

**Section 3:** For the purpose of this Agreement, the term dues shall mean all regular monthly dues, assessments and fines as certified by Local 586, S.E.I.U. AFL-CIO-CLC.

**Section 4:** For those employees who voluntarily execute payroll deduction authorizations, the Board agrees to deduct from their first pay of each month the regular monthly dues, in the amount certified to the Board by the Secretary-Treasurer of the Local Union along with a dues check off list, fifteen (15) days following such deduction.

#### **ARTICLE IV - MANAGEMENT RIGHTS**

**Section 1:** The Board retains the exclusive right, not subject to the grievance procedure, to operate and manage its affairs in all respects except where specifically abridged, delegated or modified by this Agreement - including the right:

- a. To the executive management and administrative control of the school system, its properties and facilities and the professional activities of its employees.
- 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, transfer, or assign all such employees and to determine the size of the work force.

**Section 2:** The Board shall have full and complete supervision and direction of any and all work performed by its employees and nothing herein contained shall be a limitation upon the powers, rights, authority, duties and responsibilities of the Board as conferred by the laws and constitution of the state of Michigan and the United States of America.

#### **ARTICLE V - WORK HOURS AND SCHEDULES**

**Section 1:** The work day for all full time employees shall consist of eight (8) consecutive hours and the work week shall consist of forty (40) hours, five consecutive days, Monday through Friday, both days inclusive, except that there shall be one (1) specified position which may be scheduled Tuesday through Saturday, inclusive, and one position Sunday through Thursday, inclusive. Position to be filled by a qualified employee volunteer. If no employee volunteers, management will assign the least senioreed qualified employee.

- a. All hours worked on the sixth and seventh consecutive days shall be paid according to Section 2 of this Article. Hours paid for approved leaves of absence, holidays or vacations shall count as hours worked for purposes of this Article.
- b. Full time employees shall be assigned two paid fifteen (15) minute breaks during their shift and one thirty (30) minute lunch period. The lunch period shall be unpaid and exclusive of normal work hours.
- c. It is understood and agreed that the normal hours of work for Food Service employees and Aides will vary as to need, and or funding, therefore, it is determined by the Employer. The Employer shall have the right to alter the number of employees and hours worked in any food service unit or aide position, when the need for such alteration requires so doing. If hours are to be decreased, the administration shall meet with the affected individuals and union representation to discuss the changes.
- d. Kitchen employees will be permitted to work on two (2) days when lunches will not be served, on general kitchen cleanup. These days will be determined by the Food Service Supervisor but will not include adverse weather days when other non-essential employees are not required to work. Employees will be limited to three (3) employees at the major kitchens and two (2) employees at the satellite kitchens.
- e. Employees working more than seven (7) hours per day shall be assigned one (1) thirty (30) minute lunch period which shall be unpaid and exclusive of normal work hours.
- f. Employees working more than three (3) hours shall be assigned one (1) paid fifteen (15) minute break.
- g. Employees working more than five (5) hours shall be assigned two (2) paid fifteen (15) minute breaks. There will be no change in procedure for eating for the Food Service personnel.
- h. Normal hours of work for maintenance employees will vary as to need, as based upon established past practices.

**Section 2:** Time and one-half shall be paid for all hours worked in excess of eight (8) hours on any one day and forty (40) hours in any one week. All excess hours must have prior approval of the employee's immediate supervisor. Overtime shall be equalized and offered to employees in order of unit wide seniority within cost center assignment. When no employee in a specific cost center desires overtime, such overtime shall be offered to other unit members outside the cost center in order of unit wide seniority providing they are qualified to do the work required. It is understood and agreed that in case of emergencies, a sufficient number of qualified personnel from any cost center of the bargaining unit may be used interchangeably between cost centers for the duration of the emergency.

**Section 3:** Maintenance-Custodians shall be paid at their regular hourly rate for the number of hours they would have normally worked on each of the following paid holidays:

<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
July 4, 1990	July 4, 1991	July 4, 1992
September 3, 1990	September 2, 1991	September 7, 1992
November 22, 23, 1990	November 28, 29, 1991	November 26, 27, 1992
December 24, 25, 1990	December 24, 25, 1991	December 24, 25, 1992
December 31, 1990	December 31, 1991	December 31, 1992
January 1, 1991	January 1, 1992	January 1, 1993
May 30, 1991	May 25, 1992	May 31, 1993

One floating holiday to be taken when teachers and/or students are not in session.

Food Service employees and aides shall be paid at their regular hourly rate for the number of hours they would have normally worked on each of the following paid holidays.

<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
September 3, 1990	September 2, 1991	September 7, 1992
November 21, 1990	November 27, 1991	November 25, 1992
( $\frac{1}{2}$ day instructional aides only)	( $\frac{1}{2}$ day instructional aides only)	( $\frac{1}{2}$ instructional aides only)
November 22, 23, 1990	November 28, 29, 1991	November 26, 27, 1992
December 25, 1990	December 25, 1991	December 25, 1992
January 1, 1991	January 1, 1992	January 1, 1993
March 29, 1991 - (Food Service Personnel)	April 17, 1992 - (Food Service Personnel)	April 9, 1993 - (Food Service Personnel)
March 29, 1991 ( $\frac{1}{2}$ day Instructional Aides only)	April 17, 1992 ( $\frac{1}{2}$ day Instructional Aides only)	April 9, 1993 ( $\frac{1}{2}$ day Instructional Aides only)
May 27, 1991	May 25, 1992	May 24, 1993

**Section 4:** If an employee is on vacation on any of the above named holidays, he shall be entitled to an additional day off with pay for the holiday.

**Section 5:** To be eligible for holiday pay, an employee must have worked his/her last scheduled day prior to the holiday and his/her first scheduled day following the holiday. Employees off sick on the holiday, the day before or after may be required by the Board to submit medical proof at the expense of the employee of illness to receive holiday pay.

**Section 6:** If a holiday should fall on a Saturday, the Friday before or the last day of the work week may be celebrated in lieu of such holiday. If a holiday should fall on a Sunday, the Monday after or the first day of the work week may be celebrated in lieu of such holiday.

**Section 7:** An employee who is called in during non-working hours shall be guaranteed two (2) hours pay.

ARTICLE VI - LEAVE OF ABSENCE

**A. VACATIONS**

**Section 1:** Employees who are employed on a twelve month basis are to be granted vacation time with credit given for each year of completed employment in the school system. A full year shall be considered twelve consecutive months. Personnel shall be paid according to the rate of pay and number of hours per day in effect at the time of the vacation. Vacations shall be granted according to the following schedule.

<u>First Year of Employment</u>	<u>1 Week (5 Days)</u>
0-4 months	1 day
5-12 months	½ day per month
<u>Second through Sixth Year of Employment</u>	<u>2 Weeks (10 Days)</u>
One day per month to a maximum of ten	
<u>Seventh through Fourteenth Year of Employment</u>	<u>3 Weeks (15 Days)</u>
One and one-half days per month to a maximum of 15	
<u>Fifteenth Year of Employment</u>	<u>4 Weeks (20 Days)</u>
Two days per month to a maximum of 20	

**Section 2:** Vacation days shall be requested within the same school year earned and shall not accrue from one year to the next. All vacations shall be approved in advance by the supervisor.

**Section 3:** Employees shall be required to submit to the supervisor a Vacation Request Form at least two weeks prior to the requested vacation. The work requirements of various positions may restrict the times when vacations may be taken. The Board's decision is final in all cases and not subject to the grievance procedure.

**Section 4:** Vacations will be granted to employees leaving the employ of the school system only if two weeks notice of intent to resign has been given.

**Section 5:** In the event an employee is on sick leave for at least five (5) consecutive days, and has exceeded his/her sick leave credit, he/she may utilize any accumulated vacation time prior to returning to work.

**Section 6:** If two or more employees employed in the same cost center, request a vacation, according to the conditions described in Section 3, for the same period, the employee(s) with the most unit-wide seniority shall be given preference.

**B. SICK LEAVE**

**Section 1:**

a. All sick leave for twelve-month employees shall accumulate from the date of hire at the rate of one (1) day per month of active employment. Twelve-month employees may accumulate sick leave from year to year to a maximum of 100 days.

An employee may use a maximum of two (2) of their yearly accumulated sick days provided by Section 1 (a & b) of this article for serious illness, injury or hospitalization of a member of the employee's immediate family which necessitates the employee's presence to care for the family.

- b. Aides and Food Service employees, who work twenty (20) hours or more, per week, shall be granted sick leave credits at the rate of one (1) day per month, cumulative to one hundred (100) days. Aides and Food Service employees who work less than twenty (20) hours per week, shall receive one-half ( $\frac{1}{2}$ ) day per month, cumulative to forty (40) days.

**Section 2:** Upon written request, any employee whose personal illness extends beyond the accumulated sick leave days may be granted a leave of absence without pay not to exceed six (6) months. An additional six (6) months may be allowed at the discretion of the Superintendent. During this unpaid sick leave period, fringe benefits will not be paid and sick leave and vacation time shall not accumulate during such leave. Seniority shall accumulate only during the first six (6) months.

**Section 3:** Employees must submit an Employee Absence Form to their supervisor within two days of their return from any absence. The Board may require medical certification of any reported employee illness before or after a holiday or vacation period or in cases of suspected abuse before sick leave credit and compensation is granted.

**Section 4:** In the event an employee has been under a physician's care for an illness or physical disability, the Board may require doctor certification of his/her fitness to return to work.

**Section 5:** Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action, or discharged depending upon the circumstances involved.

**C. BEREAVEMENT LEAVE:**

**Section 1:** In the event there is a death of a member of an employee's immediate family, which would include only the following: Husband, wife, son, daughter, mother, father, sister, brother, grandparents and grandchildren of the employee or the employee's present spouse, the employee will be allowed upon request up to three (3) days off with pay for the purpose of attending the funeral. Such leave if requested, shall be taken immediately and shall not accrue or accumulate. Additional days may be allowed at the discretion of the Superintendent. Such additional days shall be deducted from sick leave.

**Section 2:** One (1) day will be allowed when requested for each death of relatives outside the immediate family. Additional days may be allowed upon request to the Superintendent of Schools and with his approval. These additional days will be deducted from sick leave.

**D. MILITARY LEAVE:** The right to re-employment and the continuous seniority rights are guaranteed for any employee now or hereinafter upon the seniority list, and who are now or hereinafter a member of the Armed Forces of the United States or State of Michigan.

**Section 1:** Such leave of absence shall be granted employees in the classified service in defense of the country or who are members of the National Guard, or of the Reserve Corps, or forces in the Federal Military, Naval, Marine, Air Force or Coast Guard Service as authorized by said Veterans Preference Act with respect to status and re-employment.

**Section 2:** Whenever employees who are members of the National Guard, Naval Reserve are called to active duty, they shall be entitled to an unpaid leave of absence for such time as they are engaged in active defense training.

**Section 3:** Employees who have been in the Armed Services of the United States, under military leave from the employer shall upon reinstatement to re-employment be given credit for time spent in the Armed Services the same as though the time spent in the Military Service has been spent in the employment of the employer, providing that such employee has received an honorable separation from the Armed Services.

**E. MATERNITY LEAVE:** - Accumulated sick days may be used for maternity leave. If the employee does not want to use sick days, they may request from the Board a leave of absence without pay for the time just prior to, during and after the birth of a child.

**Section 1:** Such leave of absence shall be for a period not to exceed one (1) year. The Board at its discretion may renew the leave as requested by the employee.

**Section 2:** The employee shall notify the Superintendent's Office in writing at least five (5) months prior to the expected date of birth. Within thirty (30) days thereafter, the employee shall submit a written request for maternity leave to the Board of Education. The request shall specify the beginning date of the leave, be accompanied by her physicians' statement that there is no medical reason why the employee cannot continue to perform services until the beginning date of the leave. In no event shall the beginning date of the leave of absence commence later than four (4) weeks prior to the expected date of birth without approval of the school board. The Board's decision shall be final and shall not be subject to the grievance procedure.

**Section 3:** The employee shall be eligible to return from maternity leave upon filing a physician's statement that she is physically fit for full time employment. The employee may request a prospective termination date of the leave of absence at the time for the leave. Re-employment will commence upon the date set by the Board which shall not be later than the beginning of the first day of the school year following the date the employee was declared eligible for reemployment. Extension of the leave shall be at the discretion of the Board. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.

**Section 4:** Failure to return from a maternity leave on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the employee prior to said leave.

**Section 5:** Maternity leave will be granted without pay except for sick leave used, and without sick leave accumulation. Upon return from maternity leave the employee shall be restored to her same rate of pay as when she left. Seniority rights and fringe benefits shall not apply or accumulate during the leave but shall be reinstated upon the employee's return to work.

**F. JURY DUTY**

**Section 1:** An employee who is called for jury duty or to give testimony before any legal, judicial or administrative tribunal and providing that it will not apply to any cause in which the employee is the party to the action shall be compensated for the difference between their normal salary and that which they receive for performance of such duty, less reimbursed expenses and travel allowance.

**G. PERSONAL BUSINESS LEAVE** - It is understood that there may be personal conditions and circumstances which may require absenteeism for other reasons than heretofore mentioned. The Board and Union agree that such leave shall not exceed two (2) days per school year, shall not be accumulated. The first day shall not be deducted from sick leave, the second one shall be deducted from sick leave and both may be used under the following conditions:

- a. This leave shall be used only in situations of urgency for the purpose of conducting personal business which is impossible to transact on the weekends, outside of work hours or during vacation periods.
- b. Employees shall submit their request on the application form provided by the Board at least five (5) days in advance of the anticipated absence, except in case of emergency, with general reasons stated for the leave, for approval by the Superintendent or his designated representative. The employer will notify the employee in writing within seventy-two (72) hours of the approval or non-approval of the request.
- c. Such leave shall not be used for seeking other employment, rendering services, or working either with or without remuneration for themselves or for anyone else, for hunting, fishing or other recreational activities. It is further understood that such leave shall not be granted for the first working days before or after a vacation day or holiday.
- d. Employees using personal days for other than intended purpose are subject to discharge.

**H. OTHER UNPAID LEAVES OF ABSENCE**

**Section 1:** Employees appointed or elected to Local 586 Union Office shall be eligible for unpaid leaves of absence during tenure in office. Seniority of the employees shall not accumulate during leaves of absence under the above conditions.

**Section 2:** Upon written request to his/her supervisor, an unpaid leave of absence not to exceed thirty (30) work days may be granted for personal reasons. Such leaves of absence shall not be extended; sick leave and vacation time shall not accumulate during such leave. Seniority and fringe benefits will continue. The board's decision on such requests for leave shall be final and not subject to the grievance procedure.

**ARTICLE VII - WAGE PROVISIONS**

**Section 1:** Employees shall be paid every two weeks for approved hours worked within a designated pay period. All time cards certifying time worked shall be signed by the employee and approved by the employee's immediate supervisor. Employees in the classifications listed shall be paid according to the schedule indicated below.

<u>CLASSIFICATION</u>	<u>Start</u>	<u>10 Weeks</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>
Years					
Maintenance Custodian I					
Maintenance Custodian II					
Maintenance Custodian III					
Maintenance Custodian IV					

(AS NOTED IN APPENDIX A & B)

<u>CLASSIFICATION</u>	<u>Beginning</u>	<u>1 Year</u>	<u>2 Years</u>
Food Service I			
Food Service II			
Food Service III			
Food Service IV			

(AS NOTED IN APPENDIX A & B)

<u>CLASSIFICATION</u>	<u>Beginning</u>	<u>1 Year</u>	<u>2 Years</u>
Instructional Aides			
Playground & Lunchroom Aides			
Health Aides			

(AS NOTED IN APPENDIX A & B)

**ARTICLE VIII - SENIORITY\***

**Section 1:** Seniority shall be defined as an employee's length of continuous service with the Board since his/her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work in the bargaining unit at the instruction of the Board since which he/she has not quit or been discharged. No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absence, vacations, sick or accident leaves or layoffs for lack of work except as hereinafter provided.

**Section 2:** All new employees shall be probationary employees until they have worked ten (10) weeks for the Board. Probationary employees shall have no seniority status and may be paid off or terminated at the sole discretion of the Board without regard to length of service. Upon satisfactory completion of the probationary period, the employee's name shall appear on the seniority list as his/her most recent date of hire.

**Section 3:** Regularly scheduled part time employees shall accumulate seniority separate from full time employees, as of their most recent date of hire. It is understood and agreed that seniority rights gained shall apply only to authorized regularly scheduled part time positions as authorized by the Board. Such personnel shall not displace full time employees.

**Section 4:** Upon execution of this contract, up-to-date seniority lists shall be presented to the Unit President, along with a copy to the Union. the Employer shall provide separate lists for the following:

- A. Full-time custodial/maintenance
- B. Regular scheduled part-time custodial/maintenance
- C. Food Service
- D. Aides

In compliance with this provision, it shall be deemed to have been accomplished if the Board gives the Unit President three copies of the seniority lists every three months.

a. When a seniority list is initially prepared or thereafter revised, if two (2) or more employees have the same hiring date, their names shall appear on the seniority list in alphabetic order by last name.

**Section 5:** Each employee shall accumulate seniority rights in two (2) categories as follows:

- A. Unit Wide Within Cost Center #10 Eagle Lake Elementary Area
  - #20 Edwardsburg Elementary Area
  - #30 Chicago Road Elementary Area
  - #40 Junior High Area
  - #50 Senior High Area
  - #80 System Wide
  - #90 Administration Building
- B. System Wide

#### ARTICLE IX - VACANCIES, LAYOFFS AND RECALLS

**Section 1:** When the need arises to fill a vacancy, the Board shall notify the Union of such vacancy in writing and shall post notices of such vacancy on work station bulletin boards for a period of three (3) working days. The posting shall include hours of work; rate of pay, starting date, location of work, and if tests are to be administered. Test required as determined by the employer. Employees desiring to be considered for such vacancy shall notify their supervisor in writing during the three (3) working day posted period. The selection of an employee to fill such vacancy shall be made on the basis of qualifications required to do the job and seniority by classification and if no one bids unit wide.

\*Except as noted in Appendix B.

**Section 2:** Once an employee's request for transfer or promotion is approved, the employee shall perform in the new position for a minimum of thirty (30) calendar days at the rate of pay in effect prior to transfer or promotion. Upon completion of thirty days of satisfactory performance, he/she shall be permanently assigned to the position and be placed on the salary schedule of the classification according to his/her unit wide seniority.

- a. In the event the employee's service is not satisfactory, he/she shall be placed in the position held prior to he transfer or promotion.
- b. In the event the employee in Section 2 above does not wish to accept permanent transfer or promotion, he/she shall be assigned the position occupied by the most recently hired employee resulting from the original transfer or promotion at the rate of pay in effect for that classification according to his/her unit wide seniority.

**Section 3:** Three successive vacancies resulting from the transfer or promotion of employees shall be posted and filled in accordance with Section 1 of this Article. The 4th resulting vacancy shall be filled at the discretion of the Board.

**Section 4:** When the Board deems it necessary to reduce the number of positions, probationary employees shall be laid off first at the discretion of the Board. If it then becomes necessary to further reduce staff, non-probationary employees will be laid off according to the system-wide seniority they hold with the Board and will be recalled in reverse order, providing that they have the ability needed to perform the work.

**Section 5:**

- a. In the event a Maintenance-Custodian is assigned to work in a position temporarily vacated by another Maintenance-Custodian for a period of five (5) or more consecutive work days, he/she shall be placed on the salary schedule of the new classification according to his/her unit wide seniority. It is understood that the promoting is temporary pending (1) the return of the absent Maintenance-Custodian, or (2) the position is declared permanently vacant and subsequently posted according to Article IX, Section 1.
- b. In the event a food service employee is assigned to work in a position temporarily vacated by another food service employee for a period of two (2) or more consecutive work days, he/she shall be placed on the salary schedule of the new classification according to his/her classification seniority. It is understood that the promotion is temporary pending (1) the return of the absent employee, or (2) the position is declared permanently vacant and subsequently posted according to Article IX, Section 1.
- c. As maintenance needs vary, the Employer has the determination to adjust affected employee accordingly within the department as needed and not involving reductions in hours worked.

**Section 6:** When a Food Service I or II employee is absent a Food Service III or IV employee shall fill the position as a temporary transfer.

#### ARTICLE X - GRIEVANCE PROCEDURE

**Section 1:** A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

**Section 2:** If any grievance arises, there shall be no stoppage or suspension of work because of such grievance.

**Section 3: Step 1.** Any grievance of complaint shall be discussed with the immediate supervisor for settlement. Any employee who has a grievance may be accompanied by their steward if so desired within five (5) days of knowledge of occurrence. The supervisor shall investigate and advise the grievance and/or steward of the disposition of the complaint within three (3) regularly scheduled working days after it has been made to him. In the event the complaint is not satisfactorily settled in this manner, the following procedure shall apply.

**Section 4: Step 2.** To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, must be signed by the employee filing the grievance, state the relief requested, and must be presented to his supervisor within two (2) regularly scheduled working days after receipt of the oral answer from the supervisor. The supervisor shall give a written answer to the aggrieved employee and/or steward within two (2) regularly scheduled working days after receipt of the written grievance. If answer is mutually satisfactory so indicate in writing giving one (1) copy of the settled grievance to the supervisor.

**Section 5: Step 3.** If the grievance has not been settled at Step Two, and if it is to be appealed to step three, a written notice of such appeal must be served upon the superintendent within two (2) regularly scheduled working days after receipt by the steward and/or the employee of the supervisor's Step Two answer.

The Union representative and the Superintendent of Schools shall meet to consider the grievance within five (5) regularly scheduled working days after the Superintendent of Schools received notices of appeal to this step. The Superintendent of Schools shall give the Union representative a written answer to the grievance in triplicate within ten (10) regularly scheduled working days after the date of such meeting.

**Section 6: Step 4.** The Union, if not satisfied with the Superintendent's disposition of the grievance, may within five (5) working days submit the grievance in writing to a committee of the Board of Education through notification of the Superintendent; such grievance must be submitted within five (5) working days after written receipt of the answer from the Superintendent. All grievances as submitted shall be discussed by the committee of the Board and the Union prior to the next regularly scheduled meeting provided that there are seven (7) days available in which to call together the committee. At the end of such meeting or prior to the next Board meeting, the grievant and the Union shall be advised of the recommendation to be made to the full Board. The Board of Education will submit the written answer within five (5) days of the Board meeting.

**Section 7: Step 5.** Individual employees shall not have the right to process a grievance at Step 5 without the endorsement and approval of the Union.

- a. If the Union is not satisfied with the disposition of the grievance at Step 4, it may within two (2) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the selected in accordance with the rules of the American Arbitration Association except each party shall have the right to peremptorily strike not more than three from the list of arbitrators.
- b. Neither party may raise a new defense or ground at Step Five not previously raised or disclosed at other written steps. At a time no later than three (3) days prior to the hearing or prehearing, the parties may, by mutual consent, agree to hold a conference in an attempt to settle the grievance.
- c. the decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Union; subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- d. Powers of the arbitrators are subject to the following limitations:
  1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of the Agreement.
  2. He shall not hear any grievance previously barred from the of the grievance procedure.
  3. He shall have no power to interpret state or federal law.
- e. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- f. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

1. If any of the agreed time limits are allowed to lapse, the grievance will be considered as waived. In the event the Board of Education or its representatives fail to give any answer to any grievance as required, it shall automatically proceed to the next higher step provided that nothing contained herein shall be construed to automatically advance a grievance to arbitration.
2. Except at the arbitration level, all preparation, filing, presentation or consideration of grievance shall, unless by mutual consent, be held at times other than when an employee or participating Union representative are to be at their assigned duty stations.

**Section 8.** All attempts shall be made to schedule grievance meetings after the normally scheduled work hours of employees and Union Officers involved; however, by mutual agreement, such meetings may be held during working hours. No employee shall suffer loss of pay due to his/her required attendance at the meeting.

#### ARTICLE XI - REPRESENTATION

**Section 1:** All employees who are covered by this Agreement shall be represented for the purpose of grievance procedure and negotiations by a maximum of four (4) stewards and a bargaining committee to be chosen by the Union.

**Section 2:** Nothing herein contained shall abridge the right of individual to process his own grievance upon notification of the employer and the Union of his intent. The Union may have a representative at all discussions of any written grievance and any adjustments that may result therefrom shall not be inconsistent with the terms of this agreement. Unless agreed otherwise by mutual consent, the Union must be notified two (2) day in advance of any such meeting so that it may be present if it so desires.

**Section 3:** The names of the committeemen, stewards and alternates shall be given in writing to the Board. No committeemen, stewards or alternates shall function as such until the Board has been notified of this selection in writing by any International Unit or Local official. Any changes in committeemen, stewards or alternates shall be reported to the Board as far in advance as possible.

**Section 4:** Any committeeman, steward or alternate or any other officer of the Local Unit employed by the Board having an individual grievance in connection with his own work may ask for a member of the bargaining committee to assist him in a manner provided for in the grievance procedure.

**Section 5:** The Board agrees to provide sufficient bulletin board space in the buildings as are needed to carry Union announcements, notice of meetings, results of Union elections and notices pertaining to nominations and elections.

**ARTICLE XII - DISCIPLINARY ACTION AND DISCHARGE**

**Section 1:** The first ten (10) weeks of employment of all employees shall be considered a probationary period. Employees who have not completed their probationary period shall be evaluated by the Building Principal where work was performed and by the appropriate Administrative Assistant. If work was unsatisfactory the employee will be disciplined or discharged. Employees who have completed their trial period shall be discharged for just cause only.

**Section 2:** Disciplinary action shall include the following:

- a. Verbal warning
- b. Written warning
- c. Suspension without pay
- d. Discharge

Classification of Misconduct:

- a. Minor Offenses
- b. Major Offenses

Disciplinary action may be imposed with respect to each of the groups of offenses as hereinafter set forth.

- a. Minor Offenses
  1. Absent - Failure to notify supervisor before start of shift
  2. Habitual tardiness
  3. Excessive unauthorized absenteeism
  4. Disregard of safety rules
  5. Excessive use of profanity in the presence of fellow employees or students.
  6. Other minor offenses

The disciplinary procedure in this group may be:

1. First Offense, verbal warning
2. Second offense, written warning
3. Third offense, seven (7) days suspension without pay
4. Fourth offense, discharge.

The violations shall be accumulated for a period of not more than one (1) year.

- b. Major Offenses
  1. Reporting to work under the influence of alcohol or drugs or the consumption of the same during working hours.
  2. Fighting on the premises (quarreling not considered fighting)
  3. Malicious destruction of school property
  4. Insubordination or other major offenses

This disciplinary action in this group may be grounds for immediate discharge. Copies of work rules are available to all employees.

**ARTICLE XIII - OTHER CONDITIONS OF EMPLOYMENT**

**Section 1:** For the purposes of this Agreement, "full time" shall be defined as those personnel assigned to work forty hours per week as outlined in Article V, Section 1. "School Year part time" shall be defined as those employees assigned to less than eight hours per day and forty hours per week.

**Section 2:** The Board will cooperate with the Union in investigating health and safety conditions and will carefully consider any recommendations made by the Union thereto. The Union will cooperate in assisting and maintaining the Board's rules regarding health and safety. Repeated failure of employees to comply with such rules shall be regarded as a "minor" offense as outlined in Article XII, Section 2.

**Section 3:** For the protection of the students, the employee and the Board, a physical examination may be required for employment. Cost of the examination will be paid by the Board. The examining physician will be selected or designated by the Board.

**Section 4:** In the event that school is closed due to inclement weather or other acts of God, non-essential employees are to report to work unless notified otherwise by their supervisor. If non-essential employees are notified not to report for work by their supervisor because of adverse weather, they shall be paid for the hours normally worked for the number of days reimbursable by State Law which has currently two (2) days.

It is understood that essential employees, defined as Custodial/Maintenance I and II personnel, shall be expected to work in order to be paid, unless notified by their supervisor not to report to work, in which case they shall then be paid for the hours normally worked.

- a. The Board of Education will provide reimbursement not to exceed \$100.00 per regularly scheduled Food Service employee for costs incurred purchasing appropriate uniforms as specified. Receipts for the purchases must be presented to the Superintendent to receive reimbursement. The employee shall be reimbursed within thirty (30) days from the date the receipt for items purchased was presented to their immediate supervisor.
- b. Each Food Service employee and Aide as a condition of continued employment must present evidence of negative test results for tuberculosis as required by law. The Edwardsburg Public Schools will designate testing location or facility. Should the employer request the employee to see a medical doctor for an alternative test, the employer would reimburse 100% of all approved testing cost not covered by an employee's existing medical insurance. The employee will be reimbursed within thirty (30) days from the date receipts from the medical doctor were presented to his/her supervisor.

- c. The employer shall provide uniforms (2 pairs pants and 3 shirts) for all maintenance-custodial employees per year. It shall be the responsibility of the employee to keep them maintained and laundered. A clean uniform shall be worn at all times while on the job.

#### ARTICLE XIV - SEPARABILITY

Section 1: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid upon written request by either party hereto, the Board and the Union shall enter into collective bargaining for the purpose of negotiating a mutual satisfactory replacement for such provision.

Section 2: Starting July, 1987, the parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Therefore, the Board and the Union, for the life of this agreement, each voluntarily waives the right to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. However, by mutual agreement between the parties, negotiations may be reopened for the purpose of dealing with an issue not otherwise covered by this agreement.

#### ARTICLE XV - DURATION

Section 1: This agreement shall remain in full force and effect for thirty-six (36) months covering the period from July 1, 1990, to and including June 30, 1993, and will be automatically renewed for successive periods of one (1) year unless either party gives written notice to the other party at least sixty (60) days prior to the last day of expiration of the contract of its intention to amend or terminate this contract.

Section 2: In any event both parties, by mutual consent, agree to amend this agreement, or any part thereof, during the first thirty-six (36) months, such agreement shall be made in writing, specifying the articles to be re-negotiated.

DATE: \_\_\_\_\_

BOARD OF EDUCATION

SERVICES EMPLOYEES INTERNATIONAL UNION

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
PRESIDENT

APPENDIX A: WAGES AND FRINGE BENEFITS

Section 1:		July 1, 1990	July 1, 1991	July 1, 1992
CLASSIFICATION	EXPERIENCE	June 30, 1991	June 30, 1992	June 30, 1993
<b>GROUP I - MAINTENANCE</b>	Less than	\$ 9.13	\$ 9.58	\$10.03
<b>CUSTODIAN I</b>	one year.			
<u>Group Leader</u>	1 year	9.71	10.16	10.61
	2 years	10.00	10.45	10.90
<b>GROUP II - MAINTENANCE</b>	Beginning	8.47	9.92	10.37
<b>CUSTODIAN II</b>				
Cost Center #80-System wide	After 10 weeks	8.68	9.13	9.58
	Six months	8.95	9.40	9.85
	1 year	9.17	9.62	10.07
	2 years	9.75	9.90	10.35
<b>GROUP III - MAINTENANCE</b>	Beginning	7.90	8.35	8.80
<b>CUSTODIAN III</b>				
<u>General</u>	After 10 weeks	8.19	8.64	9.09
	Six months	8.47	8.92	9.37
	1 Year	8.77	9.22	9.67
	2 Years	9.14	9.59	10.04
<b>GROUP IV - MAINTENANCE</b>	Beginning	7.47	7.92	8.37
<b>CUSTODIAN IV</b>				
<u>Regularly Scheduled</u>				
<u>Part Time</u>	After 10 weeks	7.75	8.20	8.65
	Six months	8.11	8.56	9.01
<b>GROUP V -FOOD SERVICE I</b>	Beginning	6.89	7.34	7.79
<u>Head Cooks</u>	1 year	7.27	7.72	7.17
	2 years	7.68	8.13	8.58
<b>GROUP VI -FOOD SERVICE II</b>	Beginning	6.56	7.01	7.46
<u>Cooks</u>	1 year	6.94	7.39	7.84
	2 years	7.31	7.76	8.21
<b>GROUP VII-FOOD SERVICE III</b>	Beginning	6.49	6.94	7.39
<u>Cashier</u>	1 year	6.85	7.30	7.75
	2 years	7.23	7.68	8.13
<b>GROUP VIII-FOOD SERVICE IV</b>	Beginning	6.43	6.88	7.33
<u>Server</u>	1 year	6.78	7.23	7.68
	2 years	7.17	7.62	8.07
<b>GROUP IX - PLAYGROUND/ LUNCHROOM AIDES</b>	Beginning	6.02	6.47	6.92
	After 10 weeks	6.36	6.81	7.26
	1 year	6.74	7.19	7.64
	2 years	7.41	7.86	8.37
<b>GROUP X - HEALTH AIDE</b>	Beginning	6.02	6.47	6.92
	After 10 weeks	6.36	6.81	7.26
	1 year	6.74	7.19	7.64
	2 years	7.41	7.86	8.37
<b>GROUP XI - INSTRUCTIONAL AIDES</b>	Beginning	6.02	6.47	6.92
	After 10 weeks	6.36	6.81	7.26
	1 year	6.74	7.19	7.64
	2 years	7.41	7.86	8.37

**Section 2:** The Board of Education will pay a 5% employee retirement contribution to the Michigan Public School Employees Retirement Fund.

**Section 3:**

- a. The Board of Education agrees to furnish full family health insurance coverage for all full time employees in the bargaining unit effective July 1, 1990 provided that said employee is not included under similar coverage elsewhere. Payment toward premiums not to exceed the rates in effect July 1, 1990. The Board of Education shall assume any subsequent rate increase not to exceed 15% of the July 1, 1990 rates for the coverage in effect for the second year of this agreement, and shall assume any subsequent rate increase not to exceed 15% of the July 1, 1991 rates for the coverage in effect for the third year of this agreement. The Board shall not be responsible for health insurance coverage for any time the employee is not actually enrolled for coverage by the carrier.
- b. Life insurance will be provided for these full time employees who are not covered by the Health Insurance Plan. This insurance shall not exceed \$10,000 of term life.
- c. The Board of Education shall provide MESSA Delta Dental Plan "B" for all full time employees.
- d. The Board of Education shall provide MESSA VSP2 vision insurance for all full time employees.
- e. Full time employees not electing health insurance coverage shall apply up to \$95.00 towards MESSA or MEFSA or MEBS Options. Any amount exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups.

**Section 4:**

- a. The Board of Education agrees to furnish single person health insurance coverage for all full time employees in the bargaining unit effective July 1, 1990 provided that said employee is not included under similar coverage elsewhere. Payment towards premiums not to exceed the rates in effect July 1, 1990. The Board of Education shall assume any subsequent rate increase not to exceed 15% of the July 1, 1990 rates for the coverage in effect for the second year of this Agreement, and shall assume any subsequent rate increase not to exceed 15% of the July 1, 1991 rates for the coverage effect for the third year of this coverage for any time the employee is not actually enrolled for coverage by the carrier.
- b. The Board of Education shall provide MESSA VSP2 vision insurance for all employees eligible under Section 4a.
- c. The Board of Education shall provide \$55.00 per month to apply toward MESSA, MEFSA, or MEBS options for all employees eligible under Section 4-a not electing health insurance coverage.

**APPENDIX B: SPECIAL CONSIDERATION**

The following consideration is extended to these employees, namely Anna Miller and Larry Davis, who, because of their religious beliefs, require an accommodation in their work schedule to enable them to practice their religious beliefs.

The before-mentioned employees classification will be that of Maintenance Custodian IV. They will work four days a week, Monday through Thursday, during the school year. During the summer and spring and Christmas breaks, their hours will be the same as other employees. These employees, due to their shortened work week during the school year, will be considered as an 86% employee, eligible to receive 86% of full time benefits pursuant to the governing collective bargaining agreement.

Benefits to be prorated as follows:

Insurance Employer to pay 86% of premiums for eligible insurance coverage. Employee to pay the remaining 14%.

Seniority Will be based on 86% of a full time employee

Sick Leave 7/8 of a day per month shall be granted with maximum of 10½ days per year.

Vacations One day per month worked with the following maximums. Second through sixth year of employment. . 8½ days. Seventh through fourteenth year of employment, 13 days. Fifteenth year of employment. . 17 days.

Personal Business Days Shall not exceed 1 3/4 days per year.

<u>Holidays</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
	July 4, 1990	July 4, 1991	July 4, 1992
	September 3, 1990	September 2, 1991	September 7, 1992
	November 22, 1990	November 27, 1991	November 25, 1992
	December 25, 1990	December 25, 1991	December 25, 1992
	December 31, 1990	December 31, 1991	December 31, 1992
	January 1, 1991	January 1, 1992	January 1, 1993
	May 27, 1991	May 25, 1992	May 24, 1993

One floating holiday to be taken when school is not in session. Not more than one employee will be off at any one time.

Wages: Based on Maintenance Custodian III Schedule.

