

AGREEMENT

BETWEEN THE

COVERT PUBLIC SCHOOLS

AND THE

COVERT PUBLIC SCHOOL EMPLOYEES

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 517M

UNIT 20

JULY 1, 2015 THRU JUNE 30, 2018

TABLE OF CONTENTS

	<u>PAGE</u>
AGREEMENT	1
TABLE OF CONTENTS	2
ARTICLE 1 PURPOSE AND INTENT	3
ARTICLE 2 RECOGNITION	3
ARTICLE 3 NEW MEMBER ORIENTATION	3
ARTICLE 4 REPRESENTATION	4
ARTICLE 5 JOB STATUS AND FUNCTION OF UNION OFFICIALS	4-5
ARTICLE 6 DISCIPLINE OF EMPLOYEES	5-6
ARTICLE 7 GRIEVANCE PROCEDURE	6-9
ARTICLE 8 SENIORITY	9-11
ARTICLE 9 LAYOFF AND RECALL	11-12
ARTICLE 10 VACANCIES AND JOB OPENINGS	12-14
ARTICLE 11 HOURS OF WORK	15
ARTICLE 12 OVERTIME AND HOLIDAY PAY	15-16
ARTICLE 13 BREAKS AND LUNCH PERIODS	17
ARTICLE 14 CALL IN TIME	17-18
ARTICLE 15 HOLIDAYS	18-19
ARTICLE 16 VACATIONS	20-21
ARTICLE 17 AUTHORIZED SICK AND BUSINESS LEAVE	21-23
ARTICLE 18 FUNERAL LEAVE	24
ARTICLE 19 MILITARY LEAVE	24
ARTICLE 20 NO STRIKE - NO LOCKOUT	24
ARTICLE 21 UNPAID LEAVE OF ABSENCE	25
ARTICLE 22 JURY DUTY	25
ARTICLE 23 SAFETY & HEALTH	26-28
ARTICLE 24 BULLETIN BOARDS	28
ARTICLE 25 MILEAGE	29
ARTICLE 26 MANAGEMENT RIGHTS	29
ARTICLE 27 GENERAL	29-30
ARTICLE 28 INSURANCE	31-32
ARTICLE 29 WAGES TIER I	32-34
ARTICLE 30 WAGES TIER II	34-37
ARTICLE 31 SCHOOL CLOSING	38
ARTICLE 32 EDUCATION INCENTIVE PLAN	39
ARTICLE 33 WAIVER	39
ARTICLE 34 SEPARABILITY	39-40
ARTICLE 35 DURATION	40
ADDENDUM #1 HELD IN ABEYANCE	40

ARTICLE 1
PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours, and working conditions which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

Employees are expected to work every day and complete their assigned daily duties with care, concern for safety and due diligence. Provisions covering Child Care Givers in the Agreement are found in Addendum #1 of this Agreement.

ARTICLE 2
RECOGNITION

Section 1.

The Employer recognizes the Union as the sole and exclusive bargaining agent for all custodians, maintenance, bus drivers, bus mechanics, paraprofessionals, library assistants, student services, clerical employees and kitchen help, excluding supervisors, confidential employees and all other employees.

Section 2.

The Employer and the Union agrees that for the duration of this Agreement, neither shall discriminate against any employee because of race, color, creed, sex, nationality, or political belief, nor shall the Employer nor the union, its agents or members, discriminate against any employee because of his/her exercising those rights guaranteed by state or federal law. The provisions of this section shall not be subject to the grievance procedure.

ARTICLE 3
New Member Orientation

Section 1.

The employer shall, within three (3) work days notify the Union of any new hire(s) and provide the Union adequate time, not to exceed thirty minutes, to meet with such employee(s) where they will receive an overview of the Union and its' programs.

ARTICLE 4
REPRESENTATION

Section 1.

All employees who are covered by this Agreement shall be represented for the purpose of grievance procedure and negotiations by stewards and a bargaining committee to be chosen by this Union.

Section 2.

Subject to Article 7; Section 2, nothing contained herein shall abridge the right of the individual to process his own grievance upon notification to the Employer and the union of his intent. The Union may have a representative present at all discussions of the grievance and any adjustments that may result there-from shall not be inconsistent with the terms of this Agreement. The Employer agrees to give the Union advance notification of any meetings with individual grievant at Level Two or above of the grievance procedure.

Section 3.

Every effort shall be made to process grievances after the completion of the aggrieved employee and union steward's regular shift. In those situations where the Employer is unavailable after the end of the employee's regular shift, and must hear the grievance during the course of such shift, the aggrieved employee and union steward shall not suffer a loss of compensation by virtue of their participation in the processing of such grievance. Employee is not compensated for processing the grievance after the end of his/her shift.

ARTICLE 5
JOB STATUS AND FUNCTION OF UNION OFFICIALS

Section 1.

The names of the committeemen, stewards, or alternates shall be given in writing to the Employer. No committeemen shall function as such until the Employer has been advised of his/her selection in writing by an International, Unit, or Local official. Any change in committeemen, stewards, or alternates shall be reported to the Employer as far in advance as possible.

Section 2.

It is agreed that duly authorized representatives of the Union (as substantiated through proper identification) upon advance notice to the Employer (notice to the Employer shall state the date, time, and general purpose of the meeting), shall be permitted to confer relative to wages, hours, and working conditions with any employee of this bargaining unit at times when such employee is off duty (lunch and coffee breaks, before or after the regular shift, etc.). In any case, such discussions shall not be permitted to interfere with the normal and efficient conduct of the Employer's business.

Section 3.

Any committeeman, steward, or alternate or other officer of the local unit, employed by the Employer, having an individual grievance in connection with his/her own work may ask for a member of the bargaining committee to assist him/her in a manner provided for in the grievance procedure.

ARTICLE 6
DISCIPLINE OF EMPLOYEES

Management shall within seven (7) days of infraction, write up an employee for an alleged violation of a specific article or section of this Agreement.

The Board and SEIU are committed to the concept of progressive discipline, procedural due process. It is agreed that under normal circumstances, the following progressive procedure for discipline shall be observed:

- (a) Discussion of problem and, if deemed appropriate by management, a verbal warning/reprimand;
- (b) Written warning/reprimand;
- (c) Suspension without pay;
- (d) Termination

Allowing the parties commitment to substantive due process, it is agreed that first or second offenses rightly might be found to be so egregious to the point of having the instant correct action be "suspension without pay" or "termination."

Specifically, the following would be offenses that would result in termination:

- (a) Conviction of a felony;

- (b) Convicted in court of a misdemeanor involving theft, embezzlement, intentional destruction or damage of school property;
- (c) Being absent from work for three days without notifying the Employer;
- (d) Under the influence of intoxicants or drugs while on school district property;
- (e) Consumes or sells intoxicants or drugs while on school district property;
- (f) Steals school district property;
- (g) Duplicates school keys without permission;
- (h) Intentionally falsifies records for the employee's advantage;
- (i) Carelessly endangers the safety of students.

The above are meant to be representative of reasons for discharge, but are not to be limitations upon the Board for taking discharge actions.

Disciplinary actions will be removed from an employee's file after thirty-six months of the discipline, so long as no other discipline has taken place during the thirty-six month period.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1.

A grievance shall be defined as an alleged violation of a specific article or section of this Agreement.

(a.) Written grievances as required herein shall contain the following:

- (1.) It shall be signed by the grievant or grievants.
- (2.) It shall be specific.
- (3.) It shall contain a synopsis of the facts giving rise to the alleged violation.
- (4.) It shall cite the section or subsections of this contract alleged to have been violated.
- (5.) It shall contain the date of the alleged violation.
- (6.) It shall specify the relief requested.

(b.) The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- (1.) The termination of services or failure to re-employ any probationary employee.
- (2.) Any matter for which there is recourse under State or Federal statutes.

(c.) Reference to "days" within this Article shall refer to work days.

Section 2.

(Level One). Any employee alleging a violation of an expressed provision of this contract shall within five (5) days of its alleged occurrence reduce the grievance to writing and orally discuss it with his immediate supervisor in an attempt to resolve same. Within three (3) days of the discussion, the immediate supervisor shall render his/her decision in writing, transmitting a copy of same to the grievant, the Union secretary and the Superintendent. Any employee or group of employees who have a grievance may be accompanied by their steward, if so desired.

If no resolution is obtained within three (3) days of the discussion, the employee shall proceed within five (5) days of said discussion to Level Two.

(Level Two). A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One. Within five (5) days of receipt of the grievance, the Superintendent or designated agent shall arrange a meeting with the grievants and or the designated Union representative at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or the designated agent shall render the decision in writing, transmitting a copy of the same to the grievant, the Union secretary, the aggrieved employee's immediate supervisor and place a copy of same in a permanent file in his/her office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the union may within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the agenda for the Board's next regular scheduled Board meeting.

(Level Three). Upon proper application as specified in Level Two, the Board shall allow the employee and his/her Union representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event, except with the express written consent of the Union shall final determination of the grievance be made by the Board more than one (1) month after initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the aggrieved employee's immediate supervisor, the grievant, and the Secretary of the Union.

(Level Four). Individual employees shall not have the right to process grievance at Level Four.

1. If the Union is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board refer the matter for arbitration to the Michigan Employment Relations Commission in writing, and request the appointment of an arbitrator to hear the grievance. A copy of this petition shall be submitted to the Employer on the date it is referred to the Michigan Employment Relations Commission. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the Michigan Employment Relations Commission, except each party shall have the right to preemptively strike not more than three from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging the facts, grounds and defense which will be proven at the hearing and hold a conference at the time in an attempt to settle the grievance.
3. 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.
4. Powers of the arbitrator are subject to the following limitations:
 - (a.) He/she shall not have the power to add or detract from, disregard, alter, or modify any of the terms of this agreement.
 - (b.) He/she shall not have the power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to reasonableness of any such practice, policy, rule or any action taken by the Board.
 - (c.) He/she shall have no power to establish salary scales or to change any salary.
 - (d.) He/she shall have no power to decide any questions which, under this Agreement is within the responsibility of the management to decide. In rendering decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - (e.) He/she shall have no power to interpret state or federal law.
 - (f.) He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
 - (g.) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall not have jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is

appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

- (h.) 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.
- (i.) Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

5. 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.

6. Should an employee fail to institute a grievance within the time limits specified the grievance will not be processed. Should an employee fail to appeal a decision within the time limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefitting the grievant regardless of his/her employment), all further proceeding on a previously instituted grievance shall be barred.

7. Arbitration awards or grievance settlement will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

ARTICLE 8

SENIORITY

Section 1.

Seniority shall be defined as an employee's length of continuous service with the Employer since his/her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the employer since which he/she has not quit or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacation, sick or accident leaves, or periods when school is not in session. Seniority shall not accrue during economic layoff. The employee's seniority status at the time of layoff shall be maintained for a period not to exceed two (2) calendar years.

Section 2.

All new employees shall be probationary employees until they have worked sixty (60) days or until they have worked at least thirty (30) days of a school term, whichever shall be longer. The purpose of the probationary period is to give the Employer an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability and other attributes which will qualify him/her for regular employee status. In lieu of the dismissal of an employee, the Employer, after notification of the Unit President, may extend the probationary period for an additional thirty (30) days to give the employee an opportunity to prove his/her capabilities.

- (a.) During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer.
- (b.) Upon satisfactorily completing the probationary period, the employee's name shall appear on the seniority list as of his/her most recent date of hire.

Section 3.

The Employer agrees to provide an updated seniority list as a transaction report to the Union in electronic form, containing the following information for each employee in the bargaining unit be given in the months of February and October with the names, address, city, state, zip code, phone number, hire date, and classification. This information shall be given to the unit Secretary or President.

- (a.) When the 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 alphabetically by the first letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed in respect to their first name.

Section 4.

Each employee shall accumulate seniority rights in two (2) categories, as follows:

- (a.) Classification Seniority; and
- (b.) Unit wide seniority for the sole purpose of bidding and bumping on positions open in any classification within the bargaining unit.

Section 5.

The unit president and three (3) stewards shall by virtue of their union office top seniority within their respective classification for the purpose of layoff and recalls.

Section 6.

Transfer to Non-Bargaining Unit Position: If an employee covered by this Agreement is promoted to a non-bargaining unit position with the employer, he/she shall retain his/her seniority as of the date of the promotion. Should an employee return to the bargaining unit, his/her seniority shall be reinstated upon the date of his/her return and he/she thereafter shall again accumulate additional seniority.

ARTICLE 9
LAYOFF AND RECALL

Section 1.

When it becomes necessary to lay off employees due to a lack of work or to reduce the size of the work force, part-time and probationary employees within each affected classification, followed by the least senior employee in such classification shall be laid off first.

- (a.) In recalling employees following a layoff for lack of work, the laid off full-time employees with the greatest seniority shall be the first to be recalled in any classification provided he/she possesses those qualifications deemed necessary and appropriate by the District. After all full-time employees have been recalled, if the Employer has a need for full-time or part-time employees, then laid off part-time employees shall be recalled according to length of accumulated service with the Employer in each respective classification.

Section 2.

Laid off employees (non-probationary), shall be eligible for recall for a period not to exceed two (2) years. The Employer agrees to provide seven (7) working days' notice to each laid off employee regarding an opportunity to be reinstated within his/her classification. Notice shall be provided to each employee by certified mail. In the event the Employer fails to receive notification by the laid off employee within three (3) days thereafter that he/she intends to report for such opening, he/she shall be deemed to have voluntarily severed his/her employment with the District and forfeits all right to recall. Except as an interim and temporary measure no new

employees shall be hired until eligible (non-probationary) laid-off employees, within each respective classifications have been given an opportunity to be returned to work.

Section 3.

An employee notified he/she is to be laid off may exercise his/her unit-wide seniority by bumping the least senior employee with an equal or lesser wage rate within any classification in the bargaining unit provided he/she possesses those qualifications deemed appropriate by the District.

All employees exercising their rights under this section shall notify the Employer of their intent to bump, stating the classification they wish to bump within three (3) days following the notification to bump, provided they are qualified. Bumping shall be limited to one (1) displacement per individual layoff.

A laid off employee assuming another position within his/her classification due to a bump shall be on probations in that position for up to thirty (30) days of work to prove his/her ability. A laid-off employee assuming a position in another classification shall be on probation in that position for up to sixty (60) days of work to prove his/her ability.

ARTICLE 10
VACANCIES AND JOB OPENINGS

Section 1.

When the Board determines that a vacancy or a new job in the bargaining unit exists, the vacancy shall be posted on specified bulletin boards for six (6) working days. Such posting shall state the minimum qualifications for the position and expiration date of the posting period. All employees desiring posted position may submit their written application for said position to the Superintendent's office within the posting period. The president or vice president of the Union shall be able to submit an application for posted positions for employees on leave or vacation.

Section 2.

A. In filling vacancies or new jobs in the maintenance and bus mechanic classifications, the Board shall seek to hire the most qualified applicants. The decision of the Board shall be final.

B. In filling a vacancy or new job in the other classifications in the bargaining unit, the Board shall award the posted positions to the qualified senior applicant who possesses the highest

qualifications and who can also pass the minimum skills test of the classification. Any other vacancies caused by this provision need not be posted.

Section 3.

Any employee filling a vacancy by transfer or promotion from another position within the same classification may be given a probationary period of up to thirty (30) days of work to prove his/her ability. Any employee filling a vacancy by transfer or promotion from another classification may be given a probationary period of up to sixty (60) days of work to prove his/her ability. If he/she is unable to perform satisfactorily, he/she will be returned to his/her former position without loss of seniority or bias at that position's rate of pay.

Section 4.

When an employee is permanently assigned to a job carrying a lower rate than the job from which he/she was transferred, he/she shall receive the rate of pay determined by either his/her unit-wide seniority or college credit hours, whichever is applicable, for the new classification. This provision does not apply in the case of an employee voluntarily bumping into a lower paid position to avoid lay-off.

Section 5.

Upon completion of one-half of the applicable probationary period provided in Section 3, the employee shall receive the rate of pay called for in the new classification based upon length of service with the Employer, or college credit hours, whichever is applicable provided the employee applied for and was awarded the position or the employee was permanently assigned to the position by Employer pursuant to Section 4.

Section 6.

An employee may refuse a permanent transfer (over fifteen (15) working days) or promotion outside of his/her classification without loss of seniority, provided a qualified employee is available within the classification having a vacancy.

Section 7.

An employee required to temporarily perform in a classification carrying a higher hourly wage shall receive the rate of pay in the new classification above the rate of pay received in the present classification except probationary employees. Probationary employees shall receive the

probationary rate in whatever classification they are placed. An employee temporarily transferred to a lower hourly rate job shall suffer no loss of pay because of such transfer. Employees shall not have the right to refuse a temporary transfer outside of their regular classification. Transfers or promotions within such classification shall be at the discretion of the Employer.

Section 7(a)

From time to time the employer may use an employee in one classification to fill a job in another classification without affecting the status of the current permanent employee classification with respect to sections 3, 4, 5, 6, and 7 in this article. The filling of such positions will be done on a voluntary basis with seniority being a considering factor.

If a change in schedule is required, the Superintendent or Department Supervisor shall provide a written notice to the impacted department. The scheduled change shall be offered on a voluntary basis. If no volunteers are identified, the offer shall be extended to the employees with the most seniority on a rotating basis. In the event no employee volunteers for the changed position, the Superintendent has the discretion to transfer an employee pursuant to Article 10 Section 4, 5, 6, and/or 7 and 7(a).

Section 8.

Two weeks prior to the end of school year, a list of all regular drivers who desire to drive summer and pre-school runs shall be compiled and arranged in order of seniority with the most senior driver placed at the top of the list. The opportunity to drive summer and pre-school runs each year shall be offered to drivers in rotation starting with the most senior driver.

Section 9

Nothing contained herein shall preclude the Employer from using non-bargaining unit employees or from contracting or sub-contracting that work which, in its opinion it does not have the manpower, equipment, or facilities to perform or which, in its judgment, it cannot economically and/or practically perform with the existing work force. The Employer agrees, however, that additional non-bargaining unit employees will not be utilized to perform bargaining unit work whereby current bargaining unit members would be denied their regular scheduled and standard working hours.

Section 10

Notwithstanding the above, the District shall be permitted to utilize supervisors and students to perform bargaining unit task. The Employer agrees to extend this Article throughout the summer months for each classification as need dictates

ARTICLE 11
HOURS OF WORK

Section 1.

Except as hereinafter provided regular hours of work for all employees are not to exceed eight (8) consecutive hours a day and forty (40) hours a week, Monday thru Friday, inclusive. The bus mechanic's regular hours may be more than eight (8) hours per day. Thirty (30) minute lunch periods, for the purpose of this Article, shall not be construed as being inclusive of the eight (8) and (40) hours. This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day, per week, or per year.

ARTICLE 12
OVERTIME AND HOLIDAY PAY

Section 1.

Time and one-half shall be paid for all hours worked in excess of forty (40) hours in any one week.

Section 2.

Time and a half shall be paid for all hours worked on all holidays enumerated in this Agreement, except in case of any shift that begins on a different day than Monday, in which case the second day of an employee's normal two days off shall be paid at *time and a half*. Double time shall be paid for hours worked on a Sunday.

Section 3.

Holiday pay shall be at the regular hourly rate for the amount of hours that the employee would have normally worked. To be eligible for Holiday pay, an employee must have worked his last scheduled day prior to the holiday and his/her first scheduled day following the holiday. Compounding of holiday pay and overtime premium is not allowed.

Section 4.

In the event an employee's regular shift is temporarily changed by the Employer (not initiated by the employee), and as a result of such change the employee is caused to lose normal working hours, the Employer shall compensate the employee for those hours lost on the date in which such change of shift is affected. Payment shall not exceed his/her regular rate of pay for a maximum of eight (8) hours.

Section 5.

If a change in schedule is required, the Superintendent or Department Supervisor shall provide a two week notice to the impacted department. The scheduled change shall be offered on a voluntary basis. If no volunteers are identified, the offer shall be extended to the employees with the most seniority on a rotating basis. In the event no employee volunteers for the changed position, the Superintendent has the discretion to transfer an employee pursuant to Article 10 Section 4, 5, 6, and/or 7.

Section 6.

For each classification, a roster of all employees within the classification who desires to work overtime or extra hours, or special runs for bus drivers shall be established in order of seniority, between September 1 and September 15 of each year. Except in cases of emergencies or unforeseen circumstances, the opportunity to work extra hours, overtime (within each classification's department) and special runs on any particular day shall be made to said employee, in rotation, as their names appear on the respective roster.

In situations where the number of employees on a roster who volunteer for overtime, extra hours, or special runs are insufficient, the Employer may seek volunteers for such work, assign employees within the affected classification in inverse order of seniority (least senior first), and in the event of emergency or other unforeseen circumstances seek other means to get the work done. However, in the case of bus drivers where all drivers on the extra run roster have declined the run, the Employer shall exhaust the list of sub drivers before requiring other drivers to take the run, as provided above. Special runs shall be by seniority first and then equalized by hours, according to the roster, monthly. The language above can be used to prevent back to back overtime and special runs by custodians and bus drivers.

Section 7.

Holidays, paid sick time and paid personal time will count as time worked for purposes of computing overtime.

ARTICLE 13
BREAKS AND LUNCH PERIODS

Section 1.

Custodians, cooks, and secretaries shall receive two (2) fifteen (15) minute coffee breaks per day.

Section 2.

Paraprofessionals and student services shall have the option of taking a thirty (30) minute lunch break or two (2) fifteen (15) minute breaks.

ARTICLE 14
CALL IN TIME

Section 1.

Any employee reporting for work at his/her normal starting time when no work is available shall receive one-half (1/2), fifty percent (50%) of his/her normal day's pay. The Employer shall not be required to comply with the first sentence of this section if affected employees are notified, either personally or through local communications media, at least one (1) hour prior to his/her starting time.

Section 2.

Any employee called out to work for any hours outside of his/her normal working hours shall be paid a minimum of two (2) hours pay at his/her regular rate, except bus drivers, who shall receive a minimum of one (1) hour. This provision specifically excludes regular overtime and shall not apply in those situations in which the employee had advance knowledge of his/her additional obligation to the Employer and was not required to make a special trip from his/her place of residence to fulfill such obligations.

A fixed rate of fifteen (\$15) shall be paid for cutting alarm off and unlocking door.

Section 3.

Anyone punching in eight (8) minutes late will be docked fifteen (15) minutes.

ARTICLE 15
HOLIDAYS

Section 1.

The following days shall be recognized as paid holidays:

(a) Cooks, Paraprofessionals, and Secretaries

Labor Day (If back to work before start of school year)
Thanksgiving Day
Day after Thanksgiving
Last day prior to Christmas
Christmas Day
New Year's Day
Martin Luther King, Jr. Birthday
Good Friday (Except days when school is in session)
Memorial Day

(b) Student Services, Bus Mechanics, Custodians, and Maintenance

Labor Day (If back to work before start of school year)
Thanksgiving Day
Day after Thanksgiving
Last work day prior to Christmas
Christmas Day
Last work day prior to New Year's Day
New Year's Day
Martin Luther King, Jr. birthday
Memorial Day
Good Friday (Except days when school is in session)
Fourth of July

(c) Bus Drivers

Employee's Birthday
Martin Luther King, Jr. Birthday
Thanksgiving Day

Day after Thanksgiving
Last day prior to Christmas
Christmas Day
New Year's Day
Memorial Day
Good Friday (Except days when school is in session)
Labor Day (If back to work before start of school year)

Bus drivers are to receive their birthday as a holiday and, if the bus driver's birthday were to fall during a recess in the operation of the school district, the bus driver can submit a written request for the payment of this holiday and the payment will occur in a timely fashion via the district's routine payroll operation.

Section 2.

Pay for the above holidays shall be equal to the straight time pay for all hours that an employee would have performed on any regularly scheduled work day, in addition to the applicable rate for all hours worked on any such holiday. Whenever an enumerated holiday occurs on Saturday or Sunday, or is not celebrated by the District, such instance shall not contravene the employee's right to holiday pay. (For example, if any employee works a regular five (5) day week, Monday through Friday and Saturday is a holiday, which was not observed by the District on either Friday before or Monday after, the employee would receive six (6) days' pay for five (5) days' work. If the holiday was observed on either Friday or Monday, the employee would receive five (5) days' pay for four (4) days' work.)

Section 3.

If an employee is on vacation on any of the above named holidays, he/she shall be entitled to an additional day off with pay for the holiday or, at the Employer's discretion, shall only receive straight time pay for all hours normally performed.

Section 4.

Employees off sick on the holiday, or the day before or after the holiday may be required, by the Employer to submit medical proof of illness to receive holiday pay. All other employees must work his/her last scheduled day prior to the holiday and his/her first scheduled day following the holiday.

ARTICLE 16
VACATION

Section 1.

All twelve (12) month employees who have completed one year of continuous service with the Employer since their last hiring date (anniversary to anniversary) shall receive one (1) week paid vacation.

All twelve (12) month employees who have completed two (2) years of continuous service, but less than nine (9) years of continuous service with the Employer since their last hiring date (anniversary to anniversary) shall receive two (2) weeks paid vacation.

All twelve (12) month employees who have completed five (5) years of service, but less than nine (9) years of service, may request to use up to three (3) of their accumulated sick leave days to be added to their two (2) weeks paid vacation.

All twelve (12) month employees who have completed nine (9) years of continuous service, but less than twenty (20) years of continuous service with the Employer since their last hiring date (anniversary to anniversary) shall receive three (3) weeks paid vacation.

All twelve (12) month employees who have completed twenty (20) years of continuous service or more shall receive one (1) additional week paid vacation.

Section 2.

Employees shall be required to submit to the Employer a written request indicating their proposed vacation. If there are two (2) or more employees who request the same vacation time off and both or all cannot be spared at such time, preference will be given to the employee with the greatest seniority.

Notice for vacation leave will be given to the Employer in the following manner:

1. Less than five (5) days – employee will give three (3) days' notice.
2. Five (5) or more days – employee will give ten (10) days' notice.

Section 3.

If the employee is later denied a vacation period that was previously granted, he/she shall be paid the amount he/she would have received for said vacation period, and those days shall be deducted from any accrued but unused vacation days in addition to his/her salary earned by working during that period; or at the employee's option said vacation shall be scheduled at another time. The period of such rescheduled vacation shall be subject to District approval as are all other vacation periods.

Section 4.

Should an employee be terminated, all accrued vacation shall be pro-rated and paid.

Section 5.

In the event an employee on sick leave has exceeded his/her sick leave bank, he/she may utilize unused vacation as sick leave at the employee's option.

ARTICLE 17
AUTHORIZED SICK AND BUSINESS LEAVE

Since the absence of an employee generally has an adverse effect on the quality of the Employer's educational program, imposes increased responsibilities on other employees, and increases cost, it is the responsibility of each employee to avoid unnecessary tardiness and absence. The provisions herein set forth are not intended to reduce the responsibilities of an employee or to provide a form of additional compensation. Rather, the provisions are intended to meet the legitimate, humanitarian and personal needs of an employee in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

Section 1.

Except as hereinafter provided, all sick-leave shall be accumulated from date of hire at the rate of one (1) day per month of employment, with a maximum accumulation of ninety (90) days. Employees that have worked nine (9) consecutive months for the Employer shall be credited with ten (10) days sick leave for that year. Sick leave shall cease to accumulate during such periods as the employee is on a leave of absence, laid off, or otherwise not regularly providing services to the District (i.e., summer vacation period).

An employee will receive two (2) days each year to conduct personal business. These two (2) days will not be accumulative.

Section 2.

The combination of the accumulated sick and personal business leave days may be used for illness, accident, or disability (other than worker's compensation disabilities) of the employee, the employee's legally recognized spouse, parent, child, mother-in-law, and father-in-law, aunt, uncle, niece and nephew. Leave days may also be used for personal business of employee. It is agreed that leave days shall not be used for social, recreation, shopping trips, other employment, or any other personal business activities that can be conducted at a time when school is not in session. Nor may these leave days be used to begin or extend a school vacation or holiday period. However, one (1) such day annually may be used to attend a school activity or trip in which an employee has a child or grandchild participating. When the leave is used for personal business, the employee shall apply for such leave at least three (3) days prior to the day for which the personal leave is requested except in verifiable and substantiated emergency situations in which three (3) days in advance approval cannot be obtained.

Section 3.

Sick leave will be applied to lost time and deducted for a service connected disability other than that for which the employee received Workmen's Compensation Insurance benefits for lost time, only upon receipt of a statement signed by his/her physician (unless the Employer requests a designated physician) to the effect that the injured employee is unable to perform his/her regular duties or such temporary tasks available in the framework of the Employer's business function, in which event said employee's sick leave shall be used at the rate of one (2) sick leave day, until such sick leave has been exhausted. An employee's absence from duty due to a service connected disability for which he/she is receiving Workmen's compensation benefits shall not be compensated for, or deducted from his/her sick leave unless he/she shall elect to be paid the difference between the benefits of Workmen's Compensation received by him/her for such service connected disability and his/her normal wage or salary; in which event said employee's earned sick leave shall be used at the actual rate of use for each day of such service connected disability until such sick leave has been exhausted.

Section 4.

A medical certificate may be required by the Employer as evidence of an employee's illness, an illness or injury that prevented his attendance at work for a period in excess of three (3) consecutive days before compensation will be allowed. Except when the Employer can prove

abuse, the Employer can request a medical certificate after one (1) day based on first meeting with three (3) Union officials.

Section 5.

Sick leave shall be accumulated from the date of hire and accruals shall be retained by an employee in each of the following cases: An employee who is absent on authorized leave of absence; an employee who transfers from one (1) classification to another; and a classified employee who is recalled from layoff.

Section 6.

In the event sick leave accumulation, vacation accumulation and anticipated sick leave are exhausted during the term of illness, the Employer shall grant, upon application of the employee, an unpaid leave of absence for a period not to exceed one (1) year. In any case, such leave shall not exceed the length of such illness; however, the District may, in its discretion, extend such leave of absence upon request of the employee and recommendation of the Superintendent.

Section 7.

Sick Leave Trade-In: Employees with three (3) years of Seniority who use no more than six (6) sick leave days over the year (July – June) may trade in during the last pay period in June up to ten (10) days of their accumulated sick leave for payment at the rate of fifty (50) percent of their daily rate.

Section 8.

Retirement – Accumulated Sick Leave Days: Any union personnel employed for a period of ten (10) years or more may sell back to the District up to forty-five (45) days of accumulated sick leave on the effective day of the employee’s resignation. The amount of compensation will be based on the current rate for the classification.

Section 9.

Employees may use their accumulated time from any accrued bank during Christmas Break. Employee covered by this agreement will be compensated for their regular hours worked for the first three (3) snow days of each school year. No other section under Article 16 or 17 shall have bearing on this section. No other section under Article 18 shall have bearing on this section.

ARTICLE 18
FUNERAL LEAVE

In the event there is death in the immediate family of an employee, such employee shall be allowed, days of paid funeral leave up to a maximum of six (6) days per calendar year. Allowance for one day per calendar year (January 1 – December 31) to be used for a Special Friend. The employee must attend funeral services to be eligible for this benefit. For the purposes of this section, immediate family shall be defined as legally recognized spouse, parent, child, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, sister, brother, grandchildren, grandchildren, step-parents, and step-children.

In the event there is death in the extended family of an employee, such employee shall be allowed one (1) day of paid funeral leave up to a maximum of 2 days per calendar year. For the purpose of this section, extended family shall be defined as grandparents, uncles, aunts, nieces, and nephews. The Employer reserves the right to require proof of relationship of deceased to be eligible for benefits under this Section.

ARTICLE 19
MILITARY LEAVE

The District agrees that it shall conform to applicable state and federal statutes governing re-employment rights of employees called into the active service of any branch of the Armed forces of the United States.

ARTICLE 20
NO STRIKE – NO LOCKOUT

The Union agrees that during the life of this Agreement neither the Union, its agents, nor its members will authorize, instigate, condone, or engage in any strike, work stoppage, refusal to work, picketing, slow down or other concerted interference with the operations of the Employer. The Employer agrees that for the life of this Agreement the Employer will not lock out the employees except for a violation of the provisions of this section. Further, the Employer shall have the right to take whatever disciplinary action it may deem necessary toward any employee for taking part in any violation of this section with no recourse to the grievance procedure.

ARTICLE 21
UNPAID LEAVE OF ABSENCE

Section 1.

An unpaid leave of absence may be granted for personal reasons for a period of up to thirty (30) days upon application to the school Superintendent for approval. Such leave of absence may be extended by the Superintendent thirty (30) days at a time, provided the employee requests such extension at least five (5) working days prior to the expiration of the leave and seniority rights shall accumulate during such leave.

Section 2.

Employees shall be allowed to take a medical leave of absence inclusive of all entitlements under the Family Medical Leave Act. The leave of absence from their employment upon request from an attending physician will not exceed one (1) year. Such employee must apply for reinstatement to active employment within five (5) working days after being released by the attending physician and shall be recalled to work to his/her former position within fifteen (15) working days from such application, providing the employee's former position still exists, and returned to the same rate of pay from which the employee left. Any person temporarily filling the position of the individual on medical leave shall enjoy employment rights only for the duration of such leave. Vacancies caused under the provision of this section shall not be posted for bidding.

ARTICLE 22
JURY DUTY

An employee who is called for jury duty or subpoenaed 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 his/her normal salary and that which he/she receives for the performance of such duty, less reimbursed expenses and travel allowance.

ARTICLE 23
SAFETY & HEALTH

Section 1.

1. Drug Testing

A Employees of the School District shall not possess, use, and/or distribute intoxicants or drugs on school property or at school functions and shall not report for duty or perform any work under the influence of intoxicants or drugs of any kind in any degree whatsoever.

B. A “drug” shall be defined as a controlled substance as found in Schedules 1 through V of Section 202 of the Controlled Substances Act (21 USC S 812) and as further defined by regulation 21 CFR 1300.11. et seq. The term “drug” shall also include any controlled substance as defined in the Michigan Public Health Code, Article 7, parts 71-75, MCLA 333.7101, et seq., or the successor provisions of any of the above statutes or regulations. An “intoxicant” means any alcoholic beverage, alcoholic liquor, beer, wine, or other substance defined in Section 2 of the Michigan Liquor Control Act, MCLA 436.2, or its successor provisions.

C. The School District may require an employee to supply a blood or urine sample for testing (or submit to a breathalyzer test) if the School District reasonably suspects that an employee has intoxicant(s) or drug(s) present in his/her body during a work period. For the purposes of the preceding sentence, a “reasonable suspicion” must be based on objective facts including, but not limited to: (1) observation of circumstances consistent with the possession, sale, use, or distribution of alcohol or a drug; (2) observation that an employee is exhibiting irregular behavior, slurred speech, uncoordinated movement, or gait, stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, or (3) detection of the odor of intoxicants or drugs on an employee’s breath. The School District may require an employee to supply a blood or urine sample for testing (or to submit to a breathalyzer test) if the employee is involved in an accident during a duty period.

D. An employee’s refusal to provide a urine and/or blood specimen for laboratory testing (or to submit to a breathalyzer test) when requested by the School district in accordance with the provisions of this Article will constitute just cause for discipline of the employee. An employee’s physical inability to provide a urine specimen shall not be considered to be a refusal to provide the specimen. If an employee is physically unable to provide a urine specimen when requested by the School District, the School District may request a blood specimen for laboratory testing.

E. Any specimen provided by an employee pursuant to his Article will be analyzed by a reputable independent laboratory using the scientifically accepted tests. Precautions will be taken to ensure strict chain of custody and to provide appropriate confidentiality with only authorized individuals having a “need-to-know” having access to such records.

Initial testing of urine samples shall be immunoassay procedures that conform to scientifically acceptable requirements for such tests. Urine specimens that produce a positive test result on the

initial test shall be confirmed by using gas Chromatography/mass spectrometry (GC/MS) procedures or another accepted test. Only urine specimen that produces a positive test result on both the initial test and GC/MS confirmation test shall be reported as a positive test result.

When reporting a positive test result derived from a urine specimen, the laboratory shall state the specific substance(s) for which the test is positive and shall report the quantitative results of both the screening and the GC/MS or other confirmation test in nanograms per milliliter.

F. A confirmed positive test result from a test administered as provided in this Article shall constitute just cause for discipline (up to and including discharge) of the employee who provided the specimen. If an employee is taking a prescription medication in conformity with the lawful direction of the prescribing physician or a non-prescription medication in conformity with the manufacturer's specified dosage and the employee has notified the School District of the use of the prescription or non-prescription medication before any laboratory test is performed on the requested urine and/or blood specimen, a positive test result consistent with the ingredients of such medication shall not constitute just cause for discipline. The School District may require an employee to provide evidence that any prescription medication has been lawfully prescribed by a physician for the employee.

G. The possession, sale, or distribution by an employee of intoxicants or a drug during a work period, work activity or in connection with students at any time, shall result in the discipline (up to and including discharge) of the employee. The actual consumption or ingestion of intoxicants or a drug by an employee during a work period or reporting for work under the influence of drugs or intoxicants shall result in the discipline (up to and including discharge) of the employee. The conviction of an employee of any criminal offense, a legal element of which requires proof of the possession, sale, use, or distribution of a drug, shall constitute cause for discharge, regardless of whether such offense occurred during a work period.

H. By written agreement of the School District, Union, and involved employee, a first event disciplinary sanction imposed under this Section shall be suspended, held in abeyance, reduced, rescinded and/or waived where the employee successfully participates in an employee assistance and/or rehabilitation program. As a condition of participation in such program, the involved employee shall provide all consent and authorization necessary for the District to have access to information pertaining to the employee's progress in treatment and prognosis for return to work.

I. Additionally, bus drivers shall be subject to drug testing, pursuant to and in compliance with the United States Department of Transportation rules and regulations and any other drug testing requirements mandated by state or federal law.

Section 2.

Employees must report to their supervisor in writing and within twenty-four (24) hours (on a form supplied by the Employer) all accidents or injuries sustained by students or themselves during working hours.

Section 3.

All employees shall observe all safety rules which are established by the Employer and shall use such safety equipment as required by the Employer.

- (a) Safety devices or equipment as are required by the Employer shall be at the expense of the Employer.

Section 4.

This Agreement constitutes the entire agreement between the parties. This agreement is subject to amendment, alteration, or additions, only by a subsequent written agreement between, and executed by, the District and the Union.

ARTICLE 24
BULLETIN BOARDS

The Employer agrees to provide sufficient space on bulletin boards in the buildings as are needed to carry Union announcements, notice of meetings, results of Union elections and notices pertaining to nominations and elections. Bulletin boards shall be placed in the following areas: (1) bus garage; (2) teacher's lounge; (3) custodial work area; (4) cook's work area.

ARTICLE 25
MILEAGE

When an employee is required by his/her supervisor to use his/her own automobile for the Employer's business, he/she will be reimbursed for mileage in accordance with Board policy.

ARTICLE 26
MANAGEMENT RIGHTS

The Union recognizes the exclusive prerogative of the Employer to operate and manage its affairs in all respects, and further recognizes that the power and authority which the Employer has not officially and specifically abridged, delegated, or modified by this Agreement are retained by the Employer.

ARTICLE 27
GENERAL

Section 1.

It shall be the responsibility of each employee to meet the qualifications and pay for any license required for the performance of his/her job responsibility.

- (a) The Employer agrees that the cost of renewal of such license shall be at the expense of the Employer, if the individual concerned is in the employ of the Board at the time of renewal and the renewal of such license is required by the Employer.

Section 2.

Upon proper notification, the Employer shall allow union meetings to be held in school facilities. The area to be used for such purposes shall be designated by the Employer. In no event, however, shall any such meeting interfere with any educational or school activity.

Section 3.

A custodian or maintenance worker shall be on duty at any time the school is open for scheduled activities outside regular working hours.

Section 4.

Required drivers school shall be compensated at the rate provided by the State.

Section 5.

Verified (receipts) expenses incurred by bus drivers on special runs will be paid in accordance with the following maximum allowance:

Breakfast	\$ 5.00
Lunch	\$ 6.00
Dinner	\$10.00

If meals cost less than the maximum allowed, they will be reimbursed by the Employer in accordance with appropriate receipt produced by the driver. Driver's motel accommodations will be paid for on authorized overnight trips at cost, subject to the approval of the administration.

Section 6.

FAMILY MEDICAL LEAVE ACT

To the extent required under applicable law, according to the Federal Family and Medical Leave Act, an eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by this law in all respects.

Section 7.

If a paraprofessional is needed to cover a class because a regular teacher is absent and a substitute is unavailable, the paraprofessional will receive an additional \$3.25 per hour of their regular hourly rate when this occurs.

Section 8.

Before the last day of the school year, each employee will be informed of the tentative work year calendar for the following school year. School year employees shall be employed during the student school year. Additional days will be determined by the Superintendent and will be based upon the needs of the district.

ARTICLE 28 **INSURANCE**

Section 1.

Child Care Givers are excluded from this Article.

Section 2.

The Board agrees to contribute 80% toward the cost of health insurance for all twelve months employees electing to participate in the District's health insurance program.

Section 3.

For those employees not covered by Section 2 above, the Board agrees to contribute up to eighty percent (80%) of the cost of the applicable health insurance premiums of the District health program.

Section 4.

The Board agrees to contribute 100% toward the cost of the dental insurance for those twelve month employees electing to participate in the District's dental insurance program.

Section 5.

The Board agrees to contribute eighty percent (80%) toward the cost of the dental insurance for school year employees, excluding bus drivers, but including skill center bus drivers, electing to participate in the District's dental insurance program.

Section 6.

The Board agrees to contribute fifty percent (50%) toward the cost of the dental insurance for bus drivers electing to participate in the District's dental insurance program.

Section 7.

Dental insurance is an automatic district check-off.

Section 8.

In order to be eligible for the above insurance benefits, the participating employee must be regularly scheduled to work 20 hours or more per week. For purposes of this section only, each run by a bus driver shall be considered as an hour of work.

Section 9.

It is the intent of the parties to provide an eligible employee and his/her family with access to only one medical plan and coverage. Selection of the carrier shall rest exclusively with the Board provided it is generally comparable to Priority Health Insurance HSA program with a

Board funded deductible of \$1,300/\$2,600 (debit card). The above insurance coverage shall be subject to the rules and regulations of the carrier.

The following is the agreed upon wage increase for 2015-2018;
 Employees will receive an off-schedule payment equal to 2% of their wages for the months of July and August of school year 2015-2016 school years.

2015-2016 – Employee will receive a 2% increase to base salary.

2016-2017 – Employee will receive a 2% increase to base salary

2017-2018 – Employee will receive a 2% increase to base salary.

ARTICLE 29
TIER 1 WAGES – 2015-2018

TIER I WAGES – 2014-2015

Employees with a regular 2nd shift assignment will receive an additional .15 cents per hour.

	<u>REG</u>	1 YEAR	2 YEARS	3 YEARS		
Cooks	\$ 13.71	\$ 13.96	\$ 14.21	\$ 14.45		
Custodians	14.76	\$ 14.99	\$ 15.23	\$ 15.47		
Maintenance	\$ 16.22	\$ 16.47	\$ 16.70	\$ 16.96		
Maintenance/Journeyman	\$ 16.60	\$ 16.83	\$ 17.07	\$ 17.33		
Cafeteria/Laundry Aide	\$ 13.22	\$ 13.46	\$ 13.71	\$ 13.96		
Student Services	\$ 12.98	\$ 13.22	\$ 13.46	\$ 13.71		
Bus Mechanic/Journeyman	\$ 17.39	\$ 17.62	\$ 17.87	\$ 18.12		
	0-5 Hrs					Assoc.
	<u>Base</u>	6 Hrs	12 Hrs	18 Hrs	24 Hrs.	Degree
Paraprofessional	\$ 14.94	\$ 15.18	\$ 15.43	\$ 15.67	\$15.91	\$ 16.22
Library Asst.	\$ 15.07	\$ 15.30	\$ 15.53	\$ 15.79	\$ 16.03	\$ 16.33
Cert. Lib. Asst.	\$ 15.43	\$ 15.67	\$ 15.91	\$ 16.16	\$ 16.41	\$ 16.70

TIER I WAGES – 2015-2016

(2% Increase over 2014-2015)

Employees with a regular 2nd shift assignment will receive an additional .15 cents per hour.

	<u>REG</u>	1 YEAR	2 YEARS	3 YEARS
Cooks	\$ 13.98	\$ 14.24	\$ 14.49	\$ 14.74
Custodians	\$ 15.06	\$ 15.29	\$ 15.53	\$ 15.78
Maintenance	\$ 16.54	\$ 16.80	\$ 17.03	\$ 17.30
Maintenance/Journeyman	\$ 16.93	\$ 17.17	\$ 17.41	\$ 17.68
Cafeteria/Laundry Aide	\$ 13.48	\$ 13.73	\$ 13.98	\$ 14.24
Student Services	\$ 13.24	\$ 13.48	\$ 13.73	\$ 13.98
Bus Mechanic/Journeyman	\$ 17.74	\$ 17.97	\$ 18.23	\$ 18.48

	0-5 Hrs					Assoc.
	<u>Base</u>	6 Hrs	12 Hrs	18 Hrs	24 Hrs.	Degree
Paraprofessional	\$ 15.24	\$ 15.48	\$ 15.74	\$ 15.98	\$16.23	\$ 16.54
Library Asst.	\$ 15.37	\$ 15.61	\$ 15.84	\$ 16.11	\$ 16.35	\$ 16.66
Cert. Lib. Asst.	\$ 15.74	\$ 15.98	\$ 16.23	\$ 16.48	\$ 16.74	\$ 17.03

TIER I WAGES – 2016-2017

(2% Increase over 2015-2016)

Employees with a regular 2nd shift assignment will receive an additional .15 cents per hour.

	<u>REG</u>	1 YEAR	2 YEARS	3 YEARS
Cooks	\$ 14.26	\$ 14.52	\$ 14.78	\$ 15.03
Custodians	\$ 15.36	\$ 15.60	\$ 15.84	\$ 16.10
Maintenance	\$ 16.87	\$ 17.14	\$ 17.37	\$ 17.65
Maintenance/Journeyman	\$ 17.27	\$ 17.51	\$ 17.76	\$ 18.03
Cafeteria/Laundry Aide	\$ 13.75	\$ 14.00	\$ 14.26	\$ 14.52
Student Services	\$ 13.50	\$ 13.75	\$ 14.00	\$ 14.26
Bus Mechanic/Journeyman	\$ 18.09	\$ 18.33	\$ 18.59	\$ 18.85

0-5 Hrs				Assoc.		
	<u>Base</u>	6 Hrs	12 Hrs	18 Hrs	24 Hrs.	Degree
Paraprofessional	\$ 15.54	\$ 15.79	\$ 16.05	\$ 16.30	\$16.55	\$ 16.87
Library Asst.	\$ 15.68	\$ 15.92	\$ 16.16	\$ 16.43	\$ 16.68	\$ 16.99
Cert. Lib. Asst.	\$ 16.05	\$ 16.30	\$ 16.55	\$ 16.81	\$ 17.07	\$ 17.37

TIER I WAGES – 2017-2018

(2% Increase over 2016-2017)

Employees with a regular 2nd shift assignment will receive an additional .15 cents per hour.

	<u>REG</u>	1 YEAR	2 YEARS	3 YEARS
Cooks	\$ 14.55	\$ 14.81	\$ 15.08	\$ 15.33
Custodians	\$ 15.67	\$ 15.91	\$ 16.16	\$ 16.42
Maintenance	\$ 17.21	\$ 17.48	\$ 17.72	\$ 18.00
Maintenance/Journeyman	\$ 17.62	\$ 17.86	\$ 18.12	\$ 18.39
Cafeteria/Laundry Aide	\$ 13.57	\$ 14.03	\$ 14.28	\$ 14.55
Student Services	\$ 13.77	\$ 14.03	\$ 14.28	\$ 14.55
Bus Mechanic/Journeyman	\$ 18.45	\$ 18.70	\$ 18.96	\$ 19.23

	<u>0-5 Hrs</u>	6 Hrs	12 Hrs	18 Hrs	24 Hrs.	Assoc. Degree
Paraprofessional	\$ 15.85	\$ 16.11	\$ 16.37	\$ 16.63	\$16.88	\$ 17.21
Library Asst.	\$ 15.99	\$ 16.24	\$ 16.48	\$ 16.76	\$ 17.01	\$ 17.33
Cert. Lib. Asst.	\$ 16.36	\$ 16.63	\$ 16.88	\$ 17.15	\$ 17.41	\$ 17.72

ARTICLE 30
TIER II WAGES – 2015-2018

2014-2015 rates

Employees with a regular 2nd shift assignment will receive an additional .15 cents per hour.

	<u>PROB</u>	<u>REG</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
Cooks	\$ 12.31	\$12.50	\$ 12.73	\$ 13.03	\$ 13.22
Custodians	\$ 13.37	\$ 13.55	\$ 13.77	\$ 13.98	\$ 14.25
Maintenance	\$ 15.18	\$ 15.38	\$ 15.61	\$ 15.85	\$ 16.11
Maintenance/Journeyman	\$ 14.93	\$ 15.11	\$ 15.36	\$ 15.60	\$ 15.84
Cafeteria/Laundry Aid	\$ 11.82	\$ 12.01	\$ 12.25	\$ 12.50	\$ 12.73
Student Services	\$ 11.51	\$ 11.97	\$ 12.01	\$ 12.25	\$ 12.50
Hall Monitor/Security/ In School Suspension	\$ 11.51	\$ 11.72	\$ 11.93	\$ 12.19	\$ 12.44
 Bus Drivers:					
Single Run	\$ 15.29	\$ 15.73	\$ 15.98	\$ 16.22	\$ 16.47
Double Run	\$ 20.80	\$ 20.98	\$ 21.23	\$ 21.47	\$ 21.72
Technology Runs	\$ 12.80	\$ 12.98	\$ 13.22	\$ 13.46	\$ 17.71
Other Spec. Runs	\$ 11.37	\$ 11.51	\$ 11.77	\$ 12.14	\$ 12.25

Bus Mechanic	\$ 15.61	\$ 15.79	\$ 16.03	\$ 16.27	\$ 16.53
Bus. Mech. Journeyman	\$ 15.98	\$ 16.16	\$ 16.41	\$ 16.65	\$ 16.89

	0-5Hrs					Assoc.
	<u>Base</u>	<u>6Hrs</u>	<u>12Hrs</u>	<u>18Hrs</u>	<u>24Hrs</u>	<u>Degree</u>
Paraprofessional	\$ 13.71	\$ 13.96	\$ 14.21	\$ 14.45	\$ 14.69	\$ 15.00
Library Asst.	\$ 13.84	\$ 14.09	\$ 14.32	\$ 14.58	\$ 14.80	\$ 15.12
Cert. Lib. Asst.	\$ 14.21	\$ 14.45	\$ 14.69	\$ 14.94	\$ 15.18	\$ 15.49

	<u>PROB</u>	<u>P-3yrs</u>	<u>3-5yrs</u>	<u>5-10yrs</u>	<u>10-15yrs</u>
Secretaries	\$ 13.89	\$ 14.26	\$ 14.45	\$ 14.51	\$ 14.58

TIER II WAGES - 2015-2016
(2% Increase over 2014-2015 rates)

Employees with a regular 2nd shift assignment will receive an additional .15 cents per hour.

	<u>PROB</u>	<u>REG</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
Cooks	\$ 12.56	\$ 12.75	\$ 12.98	\$ 13.29	\$ 13.48
Custodians	\$ 13.64	\$ 13.82	\$ 12.05	\$ 14.26	\$ 14.54
Maintenance	\$ 15.48	\$ 15.69	\$ 15.92	\$ 16.17	\$ 16.43
Maintenance/Journeyman	\$ 15.23	\$ 15.41	\$ 15.67	\$ 15.91	\$ 16.16
Cafeteria/Laundry Aid	\$ 12.06	\$ 12.25	\$ 12.50	\$ 12.75	\$ 12.98
Student Services	\$ 11.74	\$ 12.21	\$ 12.25	\$ 12.50	\$ 12.75
Hall Monitor/Security/ In School Suspension	\$ 11.74	\$ 11.95	\$ 11.97	\$ 12.43	\$ 12.69

Bus Drivers:	(Note: Single and Double runs are now Regular Runs)				
Single Run	(Held in Abeyance until 2018-2021 Contractual Negotiations)				
Double Run	(Held in Abeyance until 2018-2021 Contractual Negotiations)				
Regular Runs (only)	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Technology Runs	\$ 13.06	\$ 13.24	\$ 13.48	\$ 13.73	\$ 13.99
Other Spec. Runs	\$ 11.60	\$ 11.74	\$ 12.01	\$ 12.38	\$ 12.50
Bus Mechanic	\$ 15.92	\$ 16.11	\$ 16.35	\$ 16.60	\$ 16.86
Bus. Mech. Journeyman	\$ 16.30	\$ 16.48	\$ 16.74	\$ 16.98	\$ 17.23

	0-5Hrs					Assoc.
	<u>Base</u>	<u>6Hrs</u>	<u>12Hrs</u>	<u>18Hrs</u>	<u>24Hrs</u>	<u>Degree</u>
Paraprofessional	\$ 13.98	\$ 14.24	\$ 14.49	\$ 14.74	\$ 14.98	\$ 15.30
Library Asst.	\$ 14.12	\$ 14.37	\$ 14.61	\$ 14.87	\$ 15.10	\$ 15.42
Cert. Lib. Asst.	\$ 14.49	\$ 14.74	\$ 14.98	\$ 15.24	\$ 15.48	\$ 15.80

	<u>PROB</u>	<u>P-3yrs</u>	<u>3-5yrs</u>	<u>5-10yrs</u>	<u>10-15yrs</u>
Secretaries	\$ 14.17	\$ 14.55	\$ 14.74	\$ 14.80	\$ 14.87

TIER II WAGES - 2016-2017
(2% Increase over 2015-2016 rates)

Employees with a regular 2nd shift assignment will receive an additional .15 cents per hour.

	<u>PROB</u>	<u>REG</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
Cooks	\$ 12.81	\$13.01	\$ 13.24	\$ 13.56	\$ 13.75
Custodians	\$ 13.91	\$ 14.10	\$ 14.33	\$ 14.55	\$ 14.83
Maintenance	\$ 15.79	\$ 16.00	\$ 16.24	\$ 16.49	\$ 16.76
Maintenance/Journeyman	\$ 15.53	\$ 15.72	\$ 15.98	\$ 16.23	\$ 16.48
Cafeteria/Laundry Aid	\$ 12.30	\$ 12.49	\$ 12.75	\$ 13.01	\$ 13.24
Student Services	\$ 11.97	\$ 12.45	\$ 12.50	\$ 12.75	\$ 13.01
Hall Monitor/Security/ In School Suspension	\$ 11.97	\$ 12.19	\$ 12.21	\$ 12.68	\$ 12.94

Bus Drivers:	(Note: Single and Double runs are now Regular Runs)				
Single Run	(Held in Abeyance until 2018-2021 Contractual Negotiations)				
Double Run	(Held in Abeyance until 2018-2021 Contractual Negotiations)				
Regular Runs (only)	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Technology Runs	\$ 13.32	\$ 13.50	\$ 13.75	\$ 14.0	\$ 14.27
Other Spec. Runs	\$ 11.83	\$ 11.97	\$ 12.25	\$ 12.63	\$ 12.75
Bus Mechanic	\$ 16.24	\$ 16.43	\$ 16.68	\$ 16.93	\$ 17.20
Bus. Mech. Journeyman	\$ 16.63	\$ 16.81	\$ 17.07	\$ 17.32	\$ 17.57

	<u>0-5Hrs</u>					<u>Assoc.</u>
	<u>Base</u>	<u>6Hrs</u>	<u>12Hrs</u>	<u>18Hrs</u>	<u>24Hrs</u>	<u>Degree</u>
Paraprofessional	\$ 14.26	\$ 14.52	\$ 14.78	\$ 15.03	\$ 15.28	\$ 15.61
Library Asst.	\$ 14.40	\$ 14.66	\$ 14.90	\$ 15.17	\$ 15.40	\$ 15.73
Cert. Lib. Asst.	\$ 14.78	\$ 15.03	\$ 15.28	\$ 15.54	\$ 15.79	\$ 16.12

	<u>PROB</u>	<u>P-3yrs</u>	<u>3-5yrs</u>	<u>5-10yrs</u>	<u>10-15yrs</u>
Secretaries	\$ 14.145	\$ 14.84	\$ 15.03	\$ 15.10	\$ 15.17

TIER II WAGES - 2017-2018
(2% Increase over 2016-2017 rates)

Employees with a regular 2nd shift assignment will receive an additional .15 cents per hour.

	<u>PROB</u>	<u>REG</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
Cooks	\$ 13.07	\$13.27	\$ 13.50	\$ 13.83	\$ 14.02
Custodians	\$ 14.19	\$ 14.38	\$ 14.62	\$ 14.84	\$ 15.13
Maintenance	\$ 16.11	\$ 16.32	\$ 16.56	\$ 16.82	\$ 17.10
Maintenance/Journeyman	\$ 15.84	\$ 16.03	\$ 16.30	\$ 16.55	\$ 16.81
Cafeteria/Laundry Aid	\$ 12.55	\$ 12.74	\$ 13.01	\$ 13.27	\$ 13.50
Student Services	\$ 12.21	\$ 12.70	\$ 12.75	\$ 13.01	\$ 13.27
Hall Monitor/Security/ In School Suspension	\$ 12.21	\$ 12.43	\$ 12.45	\$ 12.93	\$ 13.20

Bus Drivers:	(Note: Single and Double runs are now Regular Runs)				
Single Run	(Held in Abeyance until 2018-2021 Contractual Negotiations)				
Double Run	(Held in Abeyance until 2018-2021 Contractual Negotiations)				
Regular Runs (only)	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Technology Runs	\$ 13.59	\$ 13.77	\$ 14.03	\$ 14.28	\$ 14.56
Other Spec. Runs	\$ 12.07	\$ 12.21	\$ 12.50	\$ 12.88	\$ 13.01
Bus Mechanic	\$ 16.56	\$ 16.76	\$ 17.01	\$ 17.27	\$ 17.54
Bus. Mech. Journeyman	\$ 16.96	\$ 17.17	\$ 17.41	\$ 17.67	\$ 17.92

	0-5Hrs					Assoc.
	<u>Base</u>	<u>6Hrs</u>	<u>12Hrs</u>	<u>18Hrs</u>	<u>24Hrs</u>	<u>Degree</u>
Paraprofessional	\$ 14.55	\$ 14.81	\$ 15.08	\$ 15.33	\$ 15.59	\$ 15.92
Library Asst.	\$ 14.69	\$ 14.95	\$ 15.20	\$ 15.47	\$ 15.71	\$ 16.04
Cert. Lib. Asst.	\$ 15.08	\$ 15.33	\$ 15.59	\$ 15.85	\$ 16.11	\$ 16.44

	<u>PROB</u>	<u>P-3yrs</u>	<u>3-5yrs</u>	<u>5-10yrs</u>	<u>10-15yrs</u>
Secretaries	\$ 14.74	\$ 15.14	\$ 15.33	\$ 15.40	\$ 15.47

Route Splitting Compensation

When it becomes necessary to “split” a route, each individual who is responsible for transporting such “split” will receive an additional \$6.50.

Longevity – Employees who have completed 15 years of service and 1200 hours shall receive a \$120.00 lump sum the last pay in June. All employees who have completed 20 plus years of service shall receive \$240.00 per year. All employees who have completed 25 plus years of service shall receive \$360.00 per year.

Bus Drivers

- Until Bus Mechanic is certified by the State of Michigan, he/she will receive fifty percent (50%) of the increase.
- Bus Drivers will receive \$5.00 for pre-tripping their bus on each regular bus run. Any driver not properly pre-tripping his/her bus will be docked at the rate of pay. The bus mechanic will determine what is properly completed.

When an employee has been designated by the supervisor to assume additional responsibility for the supervisor during his/her absence, the employee shall receive \$1.00 per hour in addition to his/her contracted wage.

The Board may recognize previous secretarial experience for placement on appropriate step.

ARTICLE 32 **SCHOOL CLOSING**

Scheduled days of student instruction and/or teacher attendance that are canceled because of conditions not with the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, township, or state health authorities shall be rescheduled by the School District. The following classifications shall not be required to report on days when school is canceled: Paraprofessionals, Bus Drivers, and Cooks.

The School District shall be entitled to re-schedule any student instruction days lost. The classifications above mentioned shall be required to report on any rescheduled day(s). By the way of example, but not limited to reasons such as: severe storms, mechanical breakdown, employee strikes, fires, and epidemics or health conditions.

ARTICLE 33
EDUCATION INCENTIVE PLAN

Any union member who has been employed for a period of five (5) years with the Covert Public Schools, and within the classification, and wishes to improve their skills, will be reimbursed by the School District for the courses completed according to the following provisions:

- (a) Courses must be related to their classification.
- (b) No more than sixty (60) credit hours will be reimbursed.
- (c) Any courses under a grant program will not be reimbursed by the Covert Public Schools when tuition has been provided in the grant.
- (d) Reimbursement will be at the rate of 100% of the class tuition.
- (e) Courses need Superintendent's prior approval for reimbursement.
- (f) Courses must be passed with a minimum grade of "C" in order to qualify for reimbursement.

ARTICLE 34
WAIVER

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

ARTICLE 35
SEPARABILITY

In the event that any of the provisions of this Agreement shall become invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof.

- (a) It is further provided that in the event any provisions are so invalidated, this contract shall be reopened for the express purpose of renegotiating such invalidated of unenforceable provisions.

Article 36

Labor Management Items

The items listed below are for future talking points

- Lunch and break schedules for Para Pros, Food Service and Student Services
- Updated Job Descriptions
- 90 day notification of outsourcing plans
- Filling of vacant position, management abusing use of temporary employees
- Reduce insurance Cost
- Tier Wages

ARTICLE 37

DURATION

This Agreement, including Addendum #1, shall become effective on July 1, 2015, and shall remain in effect through June 30, 2018, and from year to year (from the anniversary date) thereafter subject to sixty (60) to ninety (90) calendar days written notice by either party prior to the expiration date or subsequent anniversary date, of a desire to terminate this Agreement and to negotiate a new Agreement.

This Agreement may not be amended except by mutual written agreement.

COVERT PUBLIC SCHOOLS
BOARD OF EDUCATION

LOCAL 517M SERVICE EMPLOEES
INTERNATIONAL UNION, UNIT 20

President, Board of Education

Labor Relations Specialist, Local 517M

Secretary, Board of Education

President, Unit 20

Team Member, Board of Education

Team Member, Unit 20

Team Member, Board of Education

Team Member, Unit 20

Superintendent of Schools

Team Member, Unit 20

Team Member, Unit 20

SEIU and the Board of Education Contractual Agreement for 2015 thru 2018

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Maxine Jeffries.....Secretary
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Larry Smith Steward
Darlene Batton.....Steward
Vickie Norman..... Member
Vanessa Fricke..... Member