

LABOR AGREEMENT

Between

**SAGINAW INTERMEDIATE SCHOOL
DISTRICT HEAD START**

-and-

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 517M**

Effective July 1, 2009 to September 30, 2011

INDEX

	<u>Page</u>
PREAMBLE	1
ARTICLE I – RECOGNITION	1
ARTICLE II – UNION SECURITY AND UNION DUES.....	1
SECTION 1:	1
SECTION 2:	1
SECTION 3:	2
SECTION 4:	2
SECTION 5:	2
SECTION 6:	2
SECTION 7:	2
SECTION 8:	2
ARTICLE III – MANAGEMENT RIGHTS	2
ARTICLE IV – SENIORITY	4
SECTION 1: DEFINITION OF SENIORITY	4
SECTION 2:	4
SECTION 3: PROBATIONARY PERIOD	4
SECTION 4: LAY OFF AND RECALL	4
SECTION 5: BIDDING	4
SECTION 6: LOSS OF SENIORITY	5
SECTION 7: SENIORITY LIST POSTING	5
ARTICLE V – HOURS OF WORK	6
SECTION 1: NORMAL WORKDAY	6
SECTION 2: NORMAL WORK WEEK	6
SECTION 3: OVERTIME HOURS	6
ARTICLE VI – TEMPORARY ASSIGNMENTS.....	6
ARTICLE VII – UNION REPRESENTATION	7
SECTION 1:	7
SECTION 2:	7
SECTION 3:	7
SECTION 4:	7
ARTICLE VIII – DISCIPLINARY PROCEDURE	7
SECTION 1:	7
ARTICLE IX – GRIEVANCE AND ARBITRATION PROCEDURE	8

SECTION 1: DEFINITION OF GRIEVANCE	8
SECTION 2: REVIEW PROCEDURE	8
SECTION 3: NOTICE OF ARBITRATION	9
SECTION 4: ARBITRATION HEARING	9
SECTION 5: TIME LIMITATIONS	9
ARTICLE X – UNPAID UNION LEAVE OF ABSENCE FOR UNION ACTIVITY.....	10
ARTICLE XI – WAGES AND FRINGE BENEFITS	10
SECTION 1: WAGES	10
SECTION 2: FRINGE BENEFITS	10
ARTICLE XII – HEALTH AND SAFETY	11
ARTICLE XIII – NO STRIKE/NO LOCKOUT	11
SECTION 1:	11
SECTION 2:	11
ARTICLE XIV – MANAGEMENT/UNION COOPERATION COMMITTEE	12
ARTICLE XV – COMPLETE AGREEMENT	12
ARTICLE XVI – PAST PRACTICE	12
ARTICLE XVII – AMENDMENTS TO AGREEMENT	13
ARTICLE XVIII – SEPARABILITY AND SAVINGS CLAUSE	13
ARTICLE XIX – NON-DISCRIMINATION	13
SECTION 1:	13
SECTION 2:	13
SECTION 3:	13
SECTION 4:	14
ARTICLE XX – DURATION AND TERMINATION	14
SECTION 1: TERMINATION.....	14
SECTION 2: AUTOMATIC RENEWAL.....	14
SECTION 3: WAGE REOPENER.....	14
SCHEDULE “A” – HOURLY RATES/STEPS & TIERING SYSTEM	15
MEMORANDUM OF UNDERSTANDING – Voluntary Contributions.....	17
MEMORANDUM OF UNDERSTANDING – Wage Increase, COLA and Retroactivity...	19
APPENDIX A – DRUG AND ALCOHOL TESTING PROGRAM & POLICY	20

PREAMBLE

THIS AGREEMENT is entered into on 1st day of July, 2009, between SAGINAW INTERMEDIATE SCHOOL DISTRICT, INC. (herein referred to as the “employer”) and the SERVICE EMPLOYEE INTERNATIONAL UNION, LOCAL 517M (herein referred to as the “Union”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

It is the intent and purpose of the parties to establish a specific understanding relative to rates of pay, hours of employment, and other specific conditions of employment of bargaining unit employees, and to provide a means for the orderly disposition of grievances arising from alleged violations of this Agreement. The parties encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees, for the mutual interest of the Employer, employees and the Union. Both parties to this Agreement recognize and agree that the terms and conditions of this Agreement, as well as the existence of all programs, are subject to the continuation of funding by the federal government or other governmental entities, and compliance with federal and state funding and program guidelines.

ARTICLE I

RECOGNITION **(Case No. R06 F-064)**

Saginaw Intermediate School District (herein referred to as the “Employer”), recognizes the Service Employees International Union, Local 517M, (herein referred to as the “Union”), as the exclusive representative of all Head Start employees employed with the Employer at its facilities located in Saginaw County, State of Michigan, for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment, but excluding all supervisors, food service employees, confidential employees and coordinators.

ARTICLE II

UNION SECURITY AND UNION DUES

SECTION 1: All current employees while working under the terms of this Agreement and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall be required to make representation fee payments to the Union in the same manner as Union members as a condition of continued employment with the Employer.

SECTION 2: An employee who shall tender or authorize the deduction of initiation fees, membership dues, and representation fees uniformly required by the Union shall be deemed to meet the conditions of this Article so long as the employee is not more than fifteen (15) calendar days in arrears of payment of such dues or fees.

SECTION 3: The Union shall notify the Employer's Director of Personnel, or his/her designee, in writing, of the amount of Union dues, fees assessments and representation fees. The Employer will cause such dues, fees, assessments and representation fees to be remitted to the Union no later than fifteen (15) days following the date in which such wage deductions were made, together with a written statement of the names of the employees from whom the deductions were made, Normally, deductions will be made on the last pay period each month. The names, hire date and job classification of new employees shall be included in this listing.

SECTION 4: All dues and fees required under this Article shall be paid on or after the thirty-first (31st) day of employment, or thirty (30) calendar days after the effective date of this Agreement, whichever is later.

SECTION 5: The Union agrees that it will make membership in the Union available to all employees covered by this Agreement, on the same terms and conditions as are generally applicable to other members of the Union.

SECTION 6: The Employer will not aid, promote, or finance any labor groups or organizations which purport to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

SECTION 7: If any provision of this Article is determined to be invalid under federal law or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of federal or state law, or shall be renegotiated by the parties to comply with such law.

SECTION 8: The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for purposes of complying with any of the provisions of this Article.

ARTICLE III

MANAGEMENT RIGHTS

The Employer, on its own behalf, hereby retains and reserves to itself without limitation, all rights which ordinarily vest and are exercised by employers, including, but without limitation, the following:

1. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation.

2. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
3. To subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities.
4. To determine the number, location and type of facilities and installations.
5. To determine the size of the work force and increase or decrease its size.
6. To hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining lay offs and reductions in work week or work day.
7. To permit employees not included in the bargaining unit to perform bargaining unit work when it is necessary for the conduct of Employer's services.
8. To direct the work force, assign work and determine the number of employees assigned to operations.
9. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications.
10. To determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked.
11. To establish work schedules.
12. To discipline and discharge employees for cause.
13. To adopt, revise and enforce working rules and carry out cost and general improvement programs.
14. To adopt, revise and enforce random, probable cause and post-accident drug and alcohol testing policies, procedures, rules and employee assistance programs consistent with the attached Appendix A.
15. To transfer, promote and demote employees from one location, classification, department or shift to another.
16. To select employees for positions and determine the qualifications and competency of employees to perform available work.

The parties agree that the rights of the Union are specifically listed within this contract and that all subjects not specifically listed herein are retained by the Employer and that the Union further agrees to waive its right to grieve concerning the contemplation, approval, application, implementation or adoption of any management right, whether heretofore above listed or not.

ARTICLE IV

SENIORITY

SECTION 1: DEFINITION OF SENIORITY. There shall be one seniority list consisting of both full-time and part-time employees in the job classification. Seniority shall date from the employee's most recent starting date of employment within the bargaining unit. All employees who were hired by the Saginaw County Community Action Committee shall have that date of hire on record as their seniority hire date with the Employer. These employees and their recognized seniority date are listed in Appendix A of this Agreement. If employees have equal seniority, ties will be broken by giving preference to employees with the lowest last four digits of their social security numbers.

SECTION 2: An employee's seniority shall entitle such employee only to such rights as are expressly provided for in this Agreement.

SECTION 3: PROBATIONARY PERIOD. All new employees shall be required to serve a probationary period of one hundred twenty (120) calendar days, during which time the Employer retains the right to terminate such employees with or without cause and without recourse to the grievance and/or arbitration procedures under this Agreement. Upon completion of the one hundred twenty (120) calendar day probationary period, the employee's seniority shall date back to the original date of hire. There shall be no seniority among probationary employees.

SECTION 4: LAY OFF AND RECALL. In the event the Employer at its discretion determines that a lay off is necessary, such lay off will be from classifications selected by the Employer and in numbers determined by the Employer subject to the terms and conditions specifically provided for in this Agreement. Seniority shall be applicable as a factor when determining lay off and recalls, along with the employees' performance, production, skills, abilities, work record and qualifications.

SECTION 5: BIDDING. When permanent vacancies in the bargaining unit occur which are to be filled, such positions shall be posted for five (5) calendar days. Employer will give consideration to qualified unit employees for filling such unit vacancies if such employee makes his/her interest known, in writing. The Employer shall consider seniority as an applicable factor of any bargaining unit member applicant, along with the applicant's performance, production, skills, abilities, work record and qualifications.

An employee who accepts a vacant position shall be subject to a probationary period of thirty (30) working days which may be extended by mutual agreement between the Union and the Employer. In the event that the employee fails to satisfactorily complete the probationary period

to the Employer's satisfaction, he/she shall be permitted to return to his/her former position without loss of seniority.

SECTION 6: LOSS OF SENIORITY. An employee's seniority and employment shall terminate if:

- (a) The employee quits; or
- (b) The employee is discharged; or
- (c) The employee fails to return to work within three (3) working days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Company with a current address; or
- (d) The employee is absent from work for two (2) consecutive working days without advising the Employer of a reason acceptable to the Employer for such absence; or
- (e) The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer; or
- (f) The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence; or
- (g) A settlement with the employee has been made for total disability; or
- (h) The employee is retired; or
- (i) The employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of such employee's employment or twelve (12) calendar months, whichever occurs sooner; or
- (j) The employee falsified pertinent information on his/her application for employment; or
- (k) The employee participates in any strike, sit-down, stay-in, slowdown, curtailment of work, interference with the operation of the Employer, or any picketing patrolling during the term of this Agreement.

SECTION 7: SENIORITY LIST POSTING. The Employer shall post seniority lists for each job classification. The seniority list provided for each job classification shall be deemed to be accurate and binding upon the Union, Employer and bargaining unit employees, unless the Union or an employee files a written objection to the seniority list within thirty (30) calendar days of the date posted. Any dispute regarding the accuracy of the seniority list shall be subject to the grievance procedure. Upon request of the Union or the Union Steward, but not more frequently than every one hundred eighty (180) days, the Employer shall provide the Union with up-to-date seniority lists.

ARTICLE V

HOURS OF WORK

SECTION 1: NORMAL WORKDAY. The normal workday will consist of up to and not more than eight (8) hours exclusive of an unpaid lunch period of one-half (1/2) hour up to one (1) hour. Normal work hours will generally be between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The normal work day for any employees or any group of employees may be changed at the discretion of the Employer, provided the Employer can articulate a business reason for so doing and, provided further, that the Employer provides reasonable notice to the employee, as practical under the circumstances, of said change. Employees shall receive a reasonable paid break time during the work day to be taken consistent with operational needs.

SECTION 2: NORMAL WORK WEEK. The normal work week for full-time employees shall be between thirty-two (32) and forty (40) hours for scheduling purposes. The normal work week for part time employees will consist of at least twenty (20) hours but less than thirty-two (32) hours. The work week will normally consist of five (5) days per week, usually Monday through Friday. The Employer may alter work schedules to promote efficient operation with reasonable notification of ten (10) calendar days prior to the change. Employees scheduled to work less than thirty-two (32) hours per week shall be considered as part-time.

SECTION 3: OVERTIME HOURS. The Employer shall have the right to require employees at each facility to work in excess of their normal schedule. Hours actually worked in excess of forty (40) hours in any one week (seven (7) calendar days- Sunday through Saturday) will be paid at the rate of one and one-half (1 ½) times the employee's regularly hourly rate of pay.

ARTICLE VI

TEMPORARY ASSIGNMENTS

The Employer may temporarily fill a job vacancy or a new position in the bargaining unit for a period of thirty (30) work days, during which time the Employer shall make every reasonable effort to fill such vacancy or newly created position as described herein. If additional time is needed, the Employer may extend the period of such temporary assignment by providing the Union with a notice stating the reason why the vacancy or newly created position was not filled within the aforementioned time period. The Union may call a special conference to discuss any problem areas with respect to temporary assignments. Non-probationary employees transferred to a higher rated job classification for more than ten (10) workdays shall be paid the rate of such classification.

ARTICLE VII

UNION REPRESENTATION

SECTION 1: The Employer agrees to recognize five (5) stewards who shall be responsible for grievance representation. Three (3) alternate stewards, selected by the Union, will be recognized by the Employer as functioning only in the absence of the regular stewards on their respective shifts.

SECTION 2: The Union shall notify the Employer, in writing of the names of its stewards and alternate stewards, at least seven (7) calendar days prior to the effective date each assumes their duties and responsibilities, or as soon as possible in the case of an emergency. The Employer shall notify the Union of any changes in supervisory personnel within at least seven (7) calendar days.

SECTION 3: A steward shall be allowed to leave his/her work area, without any loss of time or pay, for grievance representation. The steward must obtain the approval of the Supervisor or his/her designee before leaving the work area to investigate a grievance, and must return to his/her work area promptly upon completion of the investigation of the grievance. No request shall be unreasonably denied. A steward who has been assigned to grievance representation shall also be allowed to leave his/her work area, without any loss of time or pay, in order to attend grievance conferences between the parties.

SECTION 4: Non-Employee representatives of the Union may meet with employees in office areas provided by the Employer for purposes of such meetings provided, that such meetings occur at reasonable intervals during working hours, do not interfere with the services or business of the Employer, and that the Union representatives have obtained the prior consent of the Human Resources Director or his/her designee that the meeting may take place on an agreed upon date and time.

ARTICLE VIII

DISCIPLINARY PROCEDURE

SECTION 1: The Employer shall assess employee discipline based upon the nature and seriousness of the offense, as well as the prior disciplinary record of the employee, if applicable. Also, discipline for non-probationary employees shall be corrective in nature, rather than punitive and shall be for just cause. Whenever such disciplinary action is contemplated, the employee, where circumstances permit, will be offered an interview to make the employee aware of such charges, including a description of the suspected misconduct.

ARTICLE IX

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1: DEFINITION OF GRIEVANCE. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of expressed provisions of this Agreement. The parties, recognizing an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

SECTION 2: REVIEW PROCEDURE. All grievances shall be processed in the following manner:

- Step 1: An employee with a grievance shall discuss the matter with his/her supervisor within ten (10) calendar days of the incident or from the date that the employee reasonably should have had knowledge of the incident which gave rise to the grievance.
- Step 2: If no satisfactory resolution is achieved within ten (10) calendar days of the date the employee met with his/her supervisor, the grievance must be reduced to a written grievance and such grievance must be submitted to the supervisor within fifteen (15) calendar days of the employee's meeting with his/her supervisor. Such a grievance shall be written and shall state the nature of the complaint by giving a factual account of the situation and specifying the relief requested. The grievance must be answered by the employee's supervisor or his/her designee, and submitted to the Union within fifteen (15) calendar days after the grievance was received.
- Step 3: If the grievance is not satisfactorily resolved at Step 2, the grievance may be appealed by submitting the written grievance to the Executive Director within fifteen (15) calendar days after receiving the Employer's answer in Step 2. The Executive Director or his/her designee and the employee, together with the Union representative, shall discuss the grievance and the possible resolution of the grievance. The Executive Director or his/her designee shall answer the grievance within fifteen (15) calendar days after the meeting.
- Step 4: In the event said grievance is not resolved in Step 3 above, then the Union, upon mutual agreement with the Employer, shall have twenty (20) calendar days from receipt of the answer to file a request for mediation of the grievance with the Michigan Employment Relations Commission, with a copy provided to the other party, whose decision shall be advisory only and not final or binding on either party. The grievant and one (1) employee Union representative may attend the mediation session without loss of pay.

SECTION 3: NOTICE OF ARBITRATION.

(A) If the grievance is not satisfactorily resolved in Step 4, the Union may request arbitration by notifying the Executive Director in writing, within thirty (30) calendar days after completion of the mediation hearing in Step 4.

(B) All arbitration hearings shall be conducted in accordance with the rules and regulations of the American Arbitration Association.

(C) The decision of the arbitrator shall be final and binding upon the Employer and the Union, and the aggrieved employee or employees. The arbitrator is strictly prohibited from adding to, subtracting from, or altering any of the provisions of this Agreement. The arbitrator shall identify in his decision the specific and expressed terms of the contract upon which he relies and on which he is empowered to rule. The decision of the arbitrator shall be enforceable as the Agreement of the parties, at law or in equity, in any Court having jurisdiction thereof.

(D) The arbitrator's fee and expenses shall be borne by the losing party. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the parties incurring them, except as otherwise provided in this Agreement.

(E) Any award of back wages in the event of discharge or disciplinary suspension shall commence with the date of discharge or disciplinary suspension; and any award of back wages in the event of a grievance alleging a paycheck discrepancy shall be limited to a period of sixty (60) calendar days prior to the pay period in which the grievance was filed, but in no event more than thirty (30) calendar days prior to the end of a programs year for the program which provides funding for the position of the grievant. Any other award of back wages made by the arbitrator shall be limited to the date commencing from the beginning of the pay period preceding the pay period in which the grievance was filed. Any award of back wages shall be limited to the amount of wages the employee would otherwise have earned from his employment with the Employer, less any unemployment compensation or compensation for personal services that the employee may have received from any source. Compensation received for personal services from a source that the employee was receiving prior to any termination or suspension, limited to the amount of compensation previously earned, shall not apply.

SECTION 4: ARBITRATION HEARING. The Employer and the Union will cooperate to ensure the right of either party to adequately prepare or present its position at the arbitration hearing. However, any witnesses as may be requested by either party shall be scheduled to testify so that lost time from work will be minimized. The Employer will pay lost time for any witness employed by the Employer who is called to testify by the Employer during and arbitration hearing.

SECTION 5: TIME LIMITATIONS. Grievances shall proceed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the

Union within the prescribed time limits or such extension as may be agreed to, shall be automatically closed upon the basis of the last disposition.

ARTICLE X

UNPAID UNION LEAVE OF ABSENCE FOR UNION ACTIVITY

The Union may request, and the Employer shall consider, requests for an employee's leave of absence for purposes of Union activity. If approved, such leaves of absence shall be unpaid, without benefits (accrued or otherwise), and shall only be granted by the Employer upon written request by an officer of the Union.

ARTICLE XI

WAGES AND FRINGE BENEFITS

SECTION 1: WAGES. See Schedule "A" attached to this Agreement.

SECTION 2: FRINGE BENEFITS. The parties agree to continue the current fringe benefits during the term of this Agreement.

(a) The Employer agrees to provide the self-funded vision plan that is offered to all other Saginaw ISD employees (Administrators, Instructional and Non-Instructional) regularly working at least twenty (20) hours per week. This benefit shall be effective June 1, 2007.

(b) Dental Insurance: The Employer shall contribute twenty dollars (\$20.00) per month toward dental insurance.

(c) Tuition Reimbursement: The District will establish a tuition reimbursement benefit fund for SISD Head Start SEIU staff who are enrolled in course work that is recognized by an institution of higher education as credit toward the attainment of a four year (Bachelor's) degree in Early Childhood Education, or related field (i.e., Bachelor's degree in Child Development). Tuition reimbursement shall be limited to the actual cost of the course, not to exceed three hundred dollars (\$300.00) per credit hour. Tuition reimbursement shall be limited to a total of six (6) hours of course work paid by the District for Fall, Winter, Spring/Summer terms in a school year. A tuition reimbursement advance payment shall be made to the bargaining unit member upon receipt by the Program Director of proof of enrollment and registration in course work which meets the criteria as noted herein. Successful completion of course work shall be considered as a final grade of a 2.0 ("C") or higher for a graded course, or a "pass" for a non-graded course.

Failure to complete the course/class or to meet the requirements of a 2.0 ("C") or higher for a graded course or a "pass" for a non-graded course, will result in an obligation of repayment of the tuition reimbursement advance payment by the bargaining unit member. Such repayment will be made on a payroll deduction basis until such time as the full amount of the advancement

has been repaid. Repayment will also be required from those individuals who leave SISD Head Start employment prior to the completion of approved course work.

The District shall retain the discretion to determine the amount of the fund, if any, within its sole discretion, without challenge or resort to the grievance procedure. In the event that eligibility for tuition reimbursement under this section exceeds the total amount of the tuition reimbursement benefit fund in any contract year, the District shall reimburse, without grievance, in a proportionate manner determined by the District. Requests for reimbursement must be made in accordance with the time frames and in the manner as established by the District.

ARTICLE XII

HEALTH AND SAFETY

- A. It is the responsibility of the Program to provide clean, safe and healthful working conditions, equipment and work methods for its employees. It is the responsibility of employees to bring observed potential hazards to the attention of their supervisors or the facilities coordinator and to follow all health and safety regulations.
- B. Ongoing health and safety issues may be brought to the Labor-Management Committee for study and recommendation.

ARTICLE XIII

NO STRIKE/NO LOCKOUT

SECTION 1: The Employer will not lock out employees during the term of this Agreement.

SECTION 2: Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slowdown in any department of the Employer, or any curtailment of work or restriction of production or interference with the operations of the Employer or any picketing or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to the stoppages or curtailment until same has ceased.

In the event of a work stoppage, picketing, patrolling or any other curtailment, by the Union or the employees covered hereunder during the term of this Agreement, the Union by its officers, agents and shop stewards shall immediately declare such work stoppage, picketing, patrolling or other curtailment to be illegal and unauthorized in writing to the employees and order said employees in writing to stop the said conduct and resume full production. Copies of such written notices shall be served upon the Employer. The Union agrees further to cooperate with the Employer to remedy such situation by immediately giving written notice to the Employer and the employees involved declaring the said conduct unlawful and directing the employees to return to work. In the event that the Union in any such situation performs the obligations of this

paragraph in good faith and has not authorized such conduct, it shall not be liable in any suit in any court for money damages caused by said violation. The Employer shall have the right to discipline, up to and including discharge, any employee who participates in or gives leadership to any activity herein prohibited. The Union shall be responsible for the actions of its representatives who are employees of the Employer.

ARTICLE XIV

MANAGEMENT/UNION COOPERATION COMMITTEE

Saginaw I.S.D. and SEIU 517M agree to recognize and participate in a Management/Union Cooperation Committee. This Committee will be formed consisting of no more than three (3) employees within the SEIU 517M chapter and three (3) representatives of Saginaw I.S.D. management. The purpose of the Committee will be to discuss issues and make recommendations to the Employer on matters relevant to the work place. The Committee will endeavor to meet every other month, and at such additional times as are agreed upon by the Committee. The parties may mutually agree at any time to include additional employees or other persons to participate in any particular meeting. At least seven (7) calendar days prior to any Management/Union Cooperation Committee meeting, the Director of Human Resources for the Employer and the Chapter President from the Local Union shall mutually agree upon a written agenda of items to be discussed at the Management/Union Cooperation Committee meeting, which shall be strictly adhered to during such meetings.

ARTICLE XV

COMPLETE AGREEMENT

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 exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

ARTICLE XVI

PAST PRACTICE

There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this

Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union as either an amendment to this Agreement or a letter of understanding signed by both parties.

ARTICLE XVII

AMENDMENTS TO AGREEMENT

This Agreement may be amended only by the mutual written agreement of the parties. Such amendments shall be dated and signed by the parties and, together with the other contractual attachments, shall constitute a part of this Agreement.

ARTICLE XVIII

SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this contract or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision of this contract to the contrary.

ARTICLE XIX

NON-DISCRIMINATION

SECTION 1: The Employer and the Union shall not discriminate on the basis of race, religion, color, age, sex, marital status, national origin, height, weight, familial status, or disability, which does not affect the ability of an employee to perform, and assigned job duties.

SECTION 2: The Employer and the Union agree not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Union representative against an employee because of Union membership or because of any employee and his/her function on behalf of the Union.

SECTION 3: The Employer and the Union will comply fully with the non-discrimination provision of all applicable state and federal laws and regulations by assuring that the recruitment, hiring, training, upgrading, promotion, retention or any other personnel action will be

accomplished without regard to race, color, sex, religion, age, national origin, height, weight, familial status, or disability, except where age, sex, or physical requirements constitute a bona fide occupational qualification necessary for the performance of any assigned job duties.

SECTION 4: The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

ARTICLE XX

DURATION AND TERMINATION

SECTION 1: TERMINATION. This Agreement shall commence on July 1, 2009, and shall continue in full force and effect until midnight September 30, 2011, when it shall terminate. If either party desires to renegotiate this Agreement, it shall give the other party written notice to that effect not less than sixty (60), nor more than ninety (90) days prior to September 30, 2011.

SECTION 2: AUTOMATIC RENEWAL. This Agreement shall commence on July 1, 2009, and shall continue in full force and effect until September 30, 2011, after which it shall continue in full force and effect from year to year thereafter unless written notice is given by one party to the other as specified in Section 1 desiring to renegotiate this Agreement.

SECTION 3: WAGE REOPENER. This Agreement shall automatically reopen October 1, 2010, for the exclusive purpose of negotiating wages only for the second year of the Agreement.

FOR THE DISTRICT

FOR THE UNION

SAGINAW INTERMEDIATE
DISTRICT

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 517M

SISD Board President

SEIU, Local 517M

SISD Board Secretary

SEIU Bargaining Team Member

SISD Superintendent

SEIU Bargaining Team Member

SCHEDULE "A"

**SISD HEAD START
HOURLY RATES/STEPS & TIERING SYSTEM
2009-2010**

09-10				
	<u>Step 0</u> with less than 1 years of service	<u>Step 1</u> with 1 year; less than 2 years of service	<u>Step 2</u> with 2 years or more of service	
Lead 1 (See Tier 1 or Basic now N/A)	13.19	\$13.40	13.60	
Lead 2 (See Tier 2 or Intermediate)	\$13.91	\$14.10	\$14.32	
Lead 3 BA degree <u>NOT</u> in EC (See Tier 3 or Advanced)	\$15.20	\$15.42	\$15.74	
Lead 4 BA degree <u>WITH</u> EC (See Tier 3 or Advanced)	\$16.53	\$16.75	\$17.07	
Lead 5 TEACHER SPEC. BA w/ZA teaching certificate	\$18.20	\$18.41	\$18.73	
Associate 1 (See Tier 1 Basic)	\$10.77	\$10.93	\$11.07	
Associate 2 (See Tier 2 Intermediate)	\$11.09	\$11.29	\$11.46	

Associate 3 (See Tier 3 Advanced)	\$11.47	\$11.64	\$11.81	
08-09	<u>Step 0</u> with less than 1 years of service	<u>Step 1</u> with 1 year, but less than 2 years of service	<u>Step 2</u> with 2 years or more of service	
Support Aid or PSA	\$8.26	\$8.36	\$8.51	
FSA 1	\$13.89	\$14.09	\$14.28	
FSA 2 BA degree is Social Science or related. Same as BA teachers w/o BA in EC – Lead 3	\$15.20	\$15.42	\$15.74	
Driver	\$11.54	\$11.72	\$11.88	
Custodian	\$8.92	\$9.09	\$9.22	
Receptionist	\$8.26	\$8.36	\$8.51	
Sec. F.D	\$9.68			
Sec. Prog.	\$11.03			
Data & CACFP Specialist	\$13.60			

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
BETWEEN
SAGINAW INTERMEDIATE SCHOOL DISTRICT
-AND-
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517M**

Voluntary Contributions

This Memorandum of Understanding and Agreement is made by and between the parties, SAGINAW INTERMEDIATE SCHOOL DISTRICT (hereinafter referred to as the "District") and the SEIU, LOCAL 517M (hereinafter referred to as the "Union"), recognize and understand that the law currently prohibits members of the bargaining unit represented by the Union from requesting and authorizing voluntary contributions to the Union's Political Action Committee (PAC). In the event the law is changed to allow public employers to make voluntary deductions on behalf of political action committees or similar funds, the parties agree to discuss the matter further, but any subsequent agreement to deduct PAC contributions must comply with any applicable laws and it must include as a minimum the following provisions:

1. The Union must agree to reimburse the District for costs related to administering the payroll deduction plan that allows employees to make contributions to the Union's PAC through payroll deduction.
2. The Union must agree to comply with all provisions of the Michigan Campaign Finance Act (MCFA), MCL 169.201, *et. seq.*, or any subsequently enacted legislation allowing public employers to make the contributions referred to in this agreement.
3. The Union must agree to maintain evidence of an appropriate annual consent executed by the employee. A copy of the consent shall be provided to the District at the time the payroll deduction is requested.
4. In the event of an agreement, the Union must agree to provide, annually, the District with a list of employees who have consented to voluntary contributions to the Union's PAC. Any amounts to be deducted as provided by the Union to the District shall be clearly designated as to which amounts refer to voluntary PAC contributions.

5. The Union must agree to indemnify, defend and hold the employer harmless against any claims made and against any suit instituted against it on account of the application of this separate Memorandum of Agreement.

FOR THE DISTRICT:

SAGINAW INTERMEDIATE SCHOOL
DISTRICT

BY: _____

DATED: _____

FOR THE UNION:

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL
517M

BY: _____

DATED: _____

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
BETWEEN
SAGINAW INTERMEDIATE SCHOOL DISTRICT
-AND-
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517M**

Wage Increase, COLA and Retroactivity

This Memorandum of Understanding and Agreement is made by and between the parties, SAGINAW INTERMEDIATE SCHOOL DISTRICT (hereinafter referred to as the "District") and the SEIU, LOCAL 517M (hereinafter referred to as the "Union"). The parties understand and agree as follows:

1. That during the course of negotiations the parties agreed to certain wage increases.
2. That Schedule "A" reflects a 3.06% across-the-board wage increase to the wage schedule, retroactive back to July 1, 2009.
3. That retroactive monies for the across-the-board wage increase will be paid in a payroll after ratification and Board approval.
4. That in addition to the 3.06% across-the-board wage increase to the wage schedule, the parties also agreed to a one-time 1.84% COLA increase, also retroactive back to July 1, 2009. The 1.84% increase, however, is not built into the wage schedule and shall be paid out during each of the regular payrolls, automatically terminating without requirement of further notice on June 30, 2010.

This Memorandum of Understanding and Agreement is understood and agreed to by and between the parties on the date and year written below.

FOR THE DISTRICT:

SAGINAW INTERMEDIATE SCHOOL
DISTRICT

BY: _____

DATED: _____

FOR THE UNION:

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL
517M

BY: _____

DATED: _____

APPENDIX A

DRUG AND ALCOHOL TESTING PROGRAM AND POLICY

SECTION 1 - POLICY STATEMENT:

The Saginaw Intermediate School District (the “District”) and Service Employees International Union Local 517M, ISD Head Start Chapter (the “Union”) recognize that the presence and influence of drugs and alcohol in the workplace is inconsistent with employee safety and the efficient operation of the District.

District policy prohibits the presence of illegal drugs on District premises and prohibits employees from selling, using, possessing, manufacturing, working or attempting to work under the influence of illegal drugs or alcohol as well as unauthorized selling, transferring, purchasing or abusing prescription or other legal drugs during working hours. Illegal drugs are defined as illegal under federal, state or local laws. The term “drug(s)” shall hereinafter include illegal, prescription, and legal drugs.

District policy prohibits the possession of alcoholic beverages in the workplace and the consumption of alcoholic beverages in the workplace.

All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Compliance with this policy is made a condition of employment.

SECTION 2 - IMPLEMENTATION AND ENFORCEMENT OF POLICY:

It is the policy of the District to administer drug and alcohol tests under the following conditions:

- A. Post-Probation testing;
- B. Reasonable cause testing;
- C. Post-accident testing;
- D. Random testing.

A. Post-Probation Testing

All employees will be required to sign a Drug and Alcohol Test Authorization and Release. The Authorization will notify the employee that they will be tested for a controlled substance. As a condition of employment, all employees, prior to completion of their 120 day probationary period, will be required to pass a post-probation drug-screening test to be directed at the discretion of the District..

B. Reasonable Cause Testing

“Reasonable Cause” is the observance of abnormal or unusual on-duty behavior of an individual employee which:

- (1) Is observed on-duty by a supervisor trained to recognize the symptoms of drug abuse, impairment or intoxication, and confirmed by another observer (which observations shall be documented by the supervisor); and
- (2) Is the type of behavior which is a recognized and accepted symptom of intoxication or impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances; and
- (3) Is not reasonably explained as resulting from causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effect of prescription or over-the-counter medications, reaction to noxious fumes or smoke, etc.);

Supervision will utilize a written cause incident checklist when an incident has occurred which provides reasonable cause to believe that an employee is under the influence of a prohibited drug substance or alcohol. Union representatives will also be trained on the checklist to identify possible drug and/or alcohol use.

Absent emergency circumstances, reports of drug use or abnormal behavior which are not confirmed by another observer shall not constitute reasonable cause.

When supervision has determined that reasonable cause exists, the proper steward or other appropriate Union representative shall be present to assist the employee. The employee will also be asked to sign a Drug and Alcohol Test Authorization and Release.

When supervision has determined that reasonable cause exists, the District will provide the employee with transportation to the designated collection site for the collection of the testing sample. In the event the employee is suspected of using or being under the influence of alcohol, the employee shall be given a breath test. The written directive to produce such a sample shall contain a statement that failure to submit the sample at the required place and time will be considered as a positive test.

C. Post-Accident Testing

Employees are required to provide a urine sample to be tested for the presence of alcohol and/or controlled substances as soon as possible after an on the job accident that results in:

- (1) An on-the-job injury as defined by the Occupational Safety and Health Administration;

- (2) The death of a human being;
- (3) Bodily injury to a person who, as a result of the injury, immediately received medical treatment away from the scene of the accident;
- (4) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle; or
- (5) Any accident, including property damage, when it appears that the employee might reasonably have avoided the accident or minimized the consequences but did not do so.

An employee who is seriously injured, making them unable to provide a urine/blood specimen, shall give to the District necessary authorization to obtain hospital reports and other documents that would indicate the presence of any controlled substances in their system.

D. Random Testing

- (1) The District may randomly select covered employees at various times for unannounced drug and alcohol testing.
- (2) The minimum annual percentage rate for random drug and alcohol testing shall be 10% of the average number of positions.
- (3) The minimum annual percentage rate for random drug and alcohol testing shall be 50% of the average number of positions.
- (4) The selection of employees for random drug and alcohol testing shall be made by a scientifically valid method whereby each employee shall have an equal chance of being tested each time selections are made.

SECTION 3 - TESTING PROCEDURE

The collection of urine samples for drug tests will be conducted in accordance with the procedures of the collection clinic designated by the District.

All time associated with the drug and/or alcohol testing procedure will be considered working time and employees will be paid at their applicable rate of pay.

The appropriate Union official will be notified of all individuals who have been requested to take a drug and/or alcohol test.

The District wishes to protect the dignity of the employee. Employees who attempt to, or actually provide adulterated or false samples will be terminated.

Breath and urine specimens shall be drawn or collected at the laboratory, hospital or medical facility at which the specimen is to be tested or prepared for testing.

The testing shall be done by a laboratory certified by the State of Michigan as a medical and forensic laboratory which complies with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standards for Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services (“DHHS”)

Employees asked to provide samples for drug and alcohol testing pursuant to this policy will be required to cooperate and to sign a consent form (attached hereto as Exhibit A). Any employee who fails or refuses to submit to testing when requested will be considered as having tested positive for purposes under this program and policy.

The District will determine if the employee asked to take a drug or alcohol test should be permitted to work during the time between providing the sample and the receipt of the test results. If the test results are negative, the employee will be compensated at the applicable rate of pay for all hours that he would have been scheduled to work.

A. Employee Privacy

Testing will be conducted with concern for the personal privacy of each employee. Results of urine and blood tests performed hereunder will be considered medical records and held confidential to the extent permitted by law.

B. Availability of Test Results

The results of any drug test and records connected with the testing procedure will be made available to the individual tested upon written request. The results of the tests themselves are reviewed by the EAP Administrator. If the tests are positive, the individual tested will be advised of the results and the type of drug or drugs discovered. After notification of the final positive determination, the employee has seventy-two hours to request a test of the “split specimen” at another DHHS certified laboratory.

C. Retesting of Original Split Specimen.

The District will direct that split samples be taken with the confirming test to be a gas chromatography/mass spectrometry (GC/MS). If the first test and confirmation test on the first sample are positive and the employee elects to have the second sample tested, the employee will be required to pay for the retest in advance. If the employee elects to have the split sample tested, the District will advise the DHHS certified laboratory selected by the employee.

Should the results of such retest be negative, the District shall reimburse the employee for all costs related to such retesting of the "split specimen." Further, the employee shall not suffer any discipline or loss of wages as a result of the initial positive test.

D. Prescription and Non-Prescription Medicine

Before any drug test is given, the employee may note the use of any prescription or non-prescription medications. The laboratory procedures will report the significant presence of all prescription and non-prescription drugs.

Any employee using a medication which their physician has advised the employee the use of such medication may affect the employee's ability to perform the duties of their position, shall promptly notify the District's Director of Personnel that they are currently using such medication.

SECTION 4 - DISCIPLINE

The District will use the Federal Department of Transportation standards for determination of compliance to this policy for drugs. The District will utilize the standards which are current at the time of the drug test. The standards are found at 49 CFR 40.29.

The District will use the State of Michigan standards for permissible blood alcohol content. The District will utilize the standards which are current at the time of the blood alcohol test. The standards are found at MCL 257.625(1)(b).

- (1) In the event an employee tests positive for drugs or alcohol, the employee admits violating this policy after being asked to submit to a drug or alcohol test, or the employee refuses to take a drug or alcohol test, the employee must sign a "Last Chance Agreement." (Exhibit B, attached hereto). If the employee refuses to sign the Last Chance Agreement, the employee will be terminated.
- (2) The Last Chance Agreement requires an employee to participate in a District and Union approved employee assistance program (EAP) as a condition of continued employment. If the employee does not follow the directions of the rehabilitation professionals, attend all counseling sessions and/or treatment programs, then the employee will be terminated.
- (3) All time associated with a District and Union approved EAP or rehabilitation and aftercare program will be considered non-work time and, therefore, non-compensable. Employees will be allowed to utilize accrued, unused sick time and/or vacation time for this purpose. If the program cannot be scheduled outside of working hours, employees will be released from work to attend the program during working hours. The District shall be provided with as much notice as possible that the employee will need time away from work for this purpose. If necessary, employees shall be granted a leave of absence, not to exceed 60 calendar days, from work for the time required to complete the rehabilitation

program. The leave shall be without pay but with applicable benefits and seniority rights will continue during the period of rehabilitation.

- (4) Upon completing the EAP referral, the District reserves the right to require the employee to submit to periodic drug and/or alcohol testing, without advance notice, for a period of one year (the "Follow Up Test"). An employee who tests positive in a Follow Up Test will be terminated. An employee who refuses to comply with a request to submit to a Follow Up Test will be terminated.
- (5) Upon successful completion of the rehabilitation program and a negative test, the employee will be returned to regular employment status under the terms of a last chance agreement. The terms of the last chance agreement will state that automatic termination of employment will result for any violation of the drug and alcohol policy or of the last chance agreement. The last chance agreement will further state that the employee will not be entitled to any recourse through the grievance and/or arbitration procedures concerning any violation of the last chance agreement.
- (6) Second time violations of the drug and alcohol policy shall result in termination from employment without the benefit of a last chance opportunity unless the parties mutually agree otherwise.

SECTION 5 - CONFIDENTIALITY

Testing information will be disseminated only on a "need-to-know" basis to persons directly responsible for the initial or continued employment decisions not to exceed executive level management. The testing program of the District will avoid, to the fullest extent possible, acts which may contribute to injuring the reputation of the tested individuals.

EXHIBIT A

DRUG AND ALCOHOL TEST AUTHORIZATION AND RELEASE

I, _____, hereby authorize
_____ (the "District") pursuant to its drug and alcohol testing program and applicable law, to conduct drug and alcohol tests through its designated physicians or consultants. I voluntarily consent to all such examinations and tests and authorize the release of the results to the District's EAP Administrator, in accordance with applicable law. The release of the results is not to be given to any other person or entity without my express written authorization.

I understand that if I refuse to sign this release or refuse to cooperate with the testing, my refusal will be considered as a positive test. The District will provide transportation to the designated collection site for the collection of the testing sample.

Signed this _____ day of _____.

Employee's Signature

Witness

Date

Witness

Date

EXHIBIT B

LAST CHANCE AGREEMENT

I understand that my continued employment at the Saginaw Intermediate School District (the "District") is based upon the following terms for a period of twelve (12) months from the date of my return to work:

1. I have enrolled and I will continue to participate in a rehabilitation and aftercare program as referred by the EAP. I understand that I will be required to successfully complete this program and attend all support group meetings and aftercare for as long as the rehabilitation and aftercare program recommends. If I fail to comply with all requirements of the rehabilitation and aftercare program, my employment will be terminated.
2. I understand that I maintain my right to patient-physician confidentiality. Nevertheless, I understand that by signing this Agreement, I am giving the District the right to verify that I am successfully participating in the rehabilitation and aftercare program and to verify that I am attending all support group meetings as recommended by the professional counselors.
3. I will submit to drug and alcohol testing as required by the Follow Up Test as per section 4, subsection (4) of the Drug and Alcohol Testing Program and Policy. I understand that if I refuse to take a drug or alcohol test or if a test result is positive, I am in violation of this Agreement and my employment will be terminated.
4. I will return to work consistent with the requirements of the EAP, and I understand that I will be expected to work and perform the duties of my job.
5. I understand that this Agreement constitutes the condition of my continued employment with the District and that my employment is in jeopardy. Any violation of these conditions will result in the immediate termination of my employment with the District.
6. It is my understanding that I will be responsible for any financial obligations incurred with the EAP and aftercare or rehabilitation program which is otherwise not covered by the District's EAP or medical plan. In all cases, the EAP provider shall consider the employee's level of insurance coverage when directing the employee to a rehabilitation and aftercare program.
7. I understand that the District retains all rights and powers stated in the District's Drug and Alcohol Testing Program and Policy, in addition to those rights and powers stated in this Last Chance Agreement.
8. I understand and agree that any termination of my employment as a result of any violations of this Last Chance Agreement or any violations of the District's Drug and

Alcohol Testing Program and Policy during the term of this Last Chance Agreement shall not be arbitrable, and I further understand and agree that by signing this Last Chance Agreement the union and I have waived the right to arbitrate.

Dated this _____ day of _____.

Employee's Signature

District Representative

Union Representative