

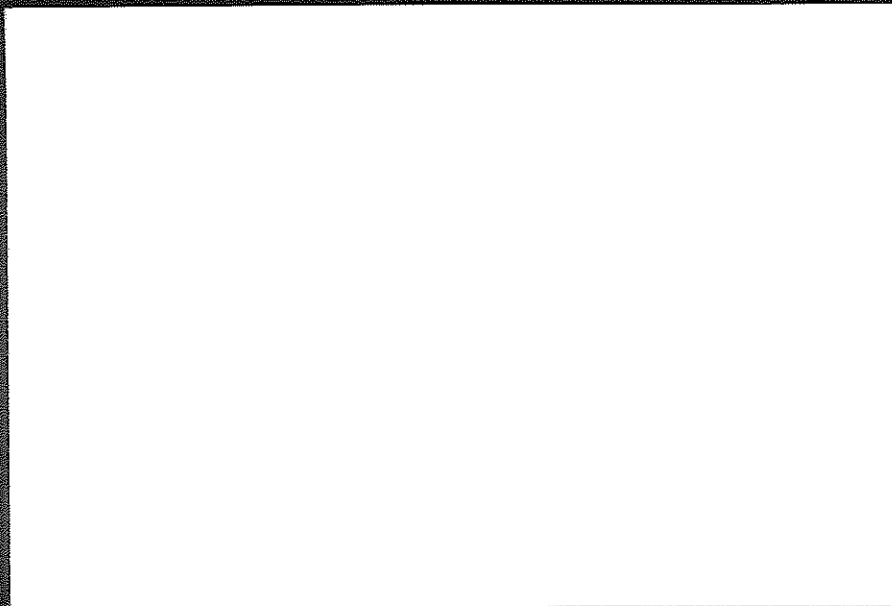
Labor Agreement

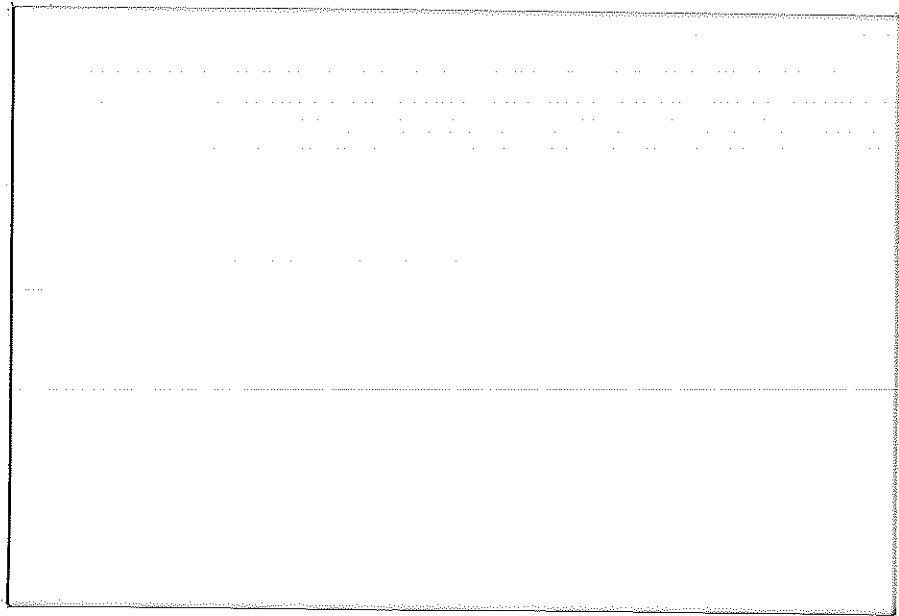
Between



Service Employees International Union,
Local 517M

AND





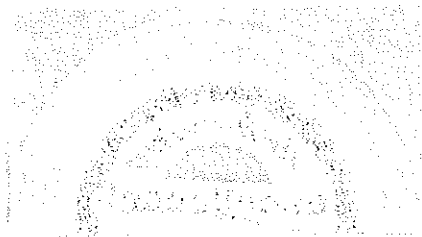
**BOARD OF EDUCATION
SAGINAW TOWNSHIP
COMMUNITY SCHOOLS**

July 1, 2008 to June 30, 2011



ROYAL CANADIAN MOUNTED POLICE
POLICE MONTREAL
COMMUNITY YOUTH PROGRAMS

100 St. Louis St. Montreal, P.Q.



INDEX

	PAGE
PREAMBLE	1
ARTICLE I Recognition	1
Exclusive Representative	1
Regular Full Time Employee	1
200 Day Positions	1
Regular Part-Time Employees	2
Temporary Employees	2
Temporary Absence of Elementary Head Custodian	2
More Than 260 Day Years	3
ARTICLE II Union Security	3
ARTICLE III Voluntary Deduction of Dues	3
Voluntary PAC Contributions	4
ARTICLE IV Administration Rights	5
Work Rules and Safety Regulations	5
ARTICLE V Representation	6
Bargaining Unit Defined	6
Job Status and Functions of Union Officers	6
Grievance Procedure	6
ARTICLE VI Seniority	9
Seniority Lists	9
Loss of Seniority	9
Non Bargaining Unit Positions	9
ARTICLE VII Layoff and Recall	10
ARTICLE VIII Working Hours	11
Break and Lunch Periods	11
Overtime	11
Discipline/Security Officers	12
Custodial/Maintenance Employees	12
ARTICLE IX Call In Time	13
ARTICLE X Vacations	13
ARTICLE XI Sick Leave	14
Crediting of Sick Leave	14

	Sick Leave Incentive for Custodial/Maintenance Employees	15
	Sick Leave Incentive for Discipline/Security Officers.....	15
	Workers' Compensation	16
ARTICLE XII	Leaves of Absence	16
ARTICLE XIII	Holidays and Personal Business Days	16
	Holidays for Custodial/Maintenance Employees.....	16
	Holidays for Discipline/Security Officers.....	17
	Personal Business Days for Custodial/Maintenance.....	17
	Personal Business Days for Discipline/Security	17
ARTICLE XIV	Building Checks.....	18
ARTICLE XV	Insurance	18
	Fringe Benefits.....	18
	Community PPO Plan	19
	Dental Insurance	19
	Optical Care Plan	19
	Life Insurance.....	19
	Long Term Disability.....	19
	Right to Select Carriers.....	19
	Non Duplication of Benefits	20
ARTICLE XVI	Salary Provisions.....	20
	Wage Scale.....	20
	Longevity	20
	Asbestos Removal by Certified Custodians.....	20
	Clothing Allowance	20
	Custodial/Maintenance Employee Hourly Premiums.....	20
	Travel Allowance.....	21
ARTICLE XVII	Bulletin Boards	21
ARTICLE XVIII	Payroll Deductions.....	21
ARTICLE XIX	Clean Up Time.....	22
ARTICLE XX	Issuing Of Pay Checks	22
ARTICLE XXI	Discipline and Discharge	22
ARTICLE XXII	Job Opportunities	23
	Vacancy Notices.....	23
	New Positions	23
	Temporary Assignments	23
	Promotions	23

ARTICLE XXIII	Safety, Product Use and Equipment Committee	23
ARTICLE XXIV	No Strike Pledge.....	24
	No Lockout	24
ARTICLE XXV	Waiver Clause.....	24
ARTICLE XXVI	Effect of Legislation	25
ARTICLE XXVII	In-Service and Training.....	25
ARTICLE XXVIII		
	Terms of Agreement	26
MEMORANDUM OF UNDERSTANDING	– Layoffs	27
MEMORANDUM OF UNDERSTANDING	– Boyer, Henry, Groll	28
MEMORANDUM OF UNDERSTANDING	– Extra Duty Evening Stipends	29
ADDENDUM A	Salary Schedule – 2008-2009	30
	Per Hour Premium	
ADDENDUM B	Salary Schedule – 2008-2009	31
	Per Hour Premium	
ADDENDUM C	Salary Schedule – 2009-2010	32
	Per Hour Premium	



COLLECTIVE BARGAINING AGREEMENT
between the
SAGINAW TOWNSHIP BOARD OF EDUCATION
and the
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517M

AGREEMENT

THIS AGREEMENT is made and entered into, by and between the Saginaw Township Community Schools Board of Education, Saginaw, Michigan, hereinafter referred to as the "Employer", and Local 517M, Service Employees International Union, Custodial Group and Discipline/Security Officers, Saginaw, Michigan, hereinafter referred to as the "Union".

WITNESSETH

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

PREAMBLE

Whereas, it is the desire of the parties to the Agreement to work together harmoniously and to promote and maintain relations between the Employer and the Union, which will serve to the best interest of all concerned, now therefore, the parties hereto agree as follows:

**ARTICLE 1
RECOGNITION**

- A. **Exclusive Representative.** The Employer recognizes the Union as the sole and exclusive representative of all Maintenance employees, Custodial employees, and Discipline/Security Officers for the purpose of collective bargaining, with respect to rates of pay, wages, hours of employment, or other conditions of employment. The term "employee" or "employees" for the purpose of this Agreement shall include the Maintenance employees, Custodial employees, and Discipline/Security Officers of the Board, including part-time employees within such unit, as set forth in the Wage Scale referred to in Article 16 hereof.
- B. **Regular Full-Time Employee.** A regular full-time employee shall be defined as an employee who regularly works forty (40) or more hours per week during the normal work week of Friday through Thursday and who works a normal work day of eight (8) consecutive hours.
- C. **200 Day Positions.** Employees hired after January 3, 1991, may be assigned to a two hundred (200) day position and employees hired before that date may bid for open two hundred (200) day positions. Employees working a two hundred (200) day position shall have first option to receive summer work and work during school breaks. Employees

holding two hundred (200) day positions shall receive full benefits except vacation. To be eligible for holiday benefits, the 200 day employee must work both the scheduled workday before and the scheduled workday after the applicable holiday. Full-time bargaining unit employees hired before January 3, 1991, shall not have their status reduced to a 200 day employee; this provision shall not be used as a subterfuge or a method of eroding the bargaining unit.

- D. Regular Part-Time Employees.** Regular part-time employees, with the exception of employees hired before January 1, 1993, shall be defined as an employee who is regularly and consistently scheduled to work twenty (20) or more hours per week. Regular part-time employees shall be subject to Union membership pursuant to Article 2, Union Security, and shall receive the following benefits: 1) Pro-rated sick leave; 2) One (1) personal business day according to provisions of Article 13; 3) Life Insurance premium paid by Board of Education; and 4) Holidays. Full-time bargaining unit employees shall not have their status reduced to a regular part-time employee; this provision shall not be used as a subterfuge or a method of eroding the bargaining unit.
- E. Temporary Employees (Substitute Custodians).** The Employer retains the right to hire temporary employees in cases of emergency, temporary projects and to fill in to staff the absences of regular bargaining unit members as a result of vacations, sick leaves, leaves of absence, workers' compensation leaves, etc. The wages and benefits of temporary employees will be established by the Employer (not to exceed the wages and benefits provided in this Agreement), and temporary employees shall not be included within the bargaining unit for purposes of Union membership or privileges of the Agreement. The Employer may hire a temporary employee for periods up to six (6) months with extensions thereafter, upon Union consent. The Union may make written demand to include temporary employees who have maintained uninterrupted and continuous full-time employment in excess of six (6) months within the bargaining unit and, therefore, subject to the provisions of this Agreement and Union membership. Within five (5) days after the receipt of the Union's written demand, the Employer shall have the option of including the employee within the bargaining unit or replacing the temporary employee. Temporary employees who are included within the bargaining unit pursuant to the Union's written demand shall be deemed to have successfully completed their probationary period and, further, shall have date of hire or six (6) months seniority, whichever is less. The hiring of temporary employees shall not be used as a subterfuge or a method of eroding the bargaining unit.
- F. Temporary Absence of Elementary Head Custodian.** If an elementary head custodian has a prearranged absence, which the employer chooses to fill, the employer will offer the work to the custodians within that building until the assignment is accepted. The work will be offered based on seniority from highest to lowest. If no custodian within that building accepts the assignment, a temporary employee will be used. "Prearranged absence" means that the employer knows, and approves when applicable, of the absence by noon the workday prior to the absence. Custodians who do not answer the phone will be treated as having refused the assignment.

- G. Paragraphs B, C, D, E and F above do not apply to the Discipline/Security Officers. A regular, full-time Discipline/Security employee shall be defined as an employee who regularly works thirty seven and one-half (37.5) or more hours per week during the normal work week of Friday through Thursday. A regular, part-time Discipline/Security employee shall be defined as an employee who regularly works less than thirty seven and one-half (37.5) hours per week during the normal work week of Friday through Thursday.
- H. **More Than 260 Day Years.** If a fiscal year has more than 260 work days, the school district shall have a right to designate which day(s) in excess of 260 days that schools shall be closed. Employees will be notified at least thirty (30) calendar days prior to the designated date. On the day(s) that school is closed, employees shall have the right to use vacation day(s), personal day(s) or take the day(s) without pay.

ARTICLE 2 UNION SECURITY

- A. Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Union shall be required as a condition of employment, beginning on the 30th day following the beginning of such employment, or the 30th day following the date upon which this Agreement is signed, whichever occurs later, to pay to the Union a service charge as a contribution toward the administration of this Agreement and the representation of such employees. The service charge shall be in the same amount and payable at the same time as the Union's regular dues.
- B. The Union shall indemnify the Employer and hold it harmless against this Article and, in the event any actions or claims are commenced against the Employer to recover from it any sums as a result of enforcement of this Article, the Union shall intervene and defend such action or claim.

ARTICLE 3 VOLUNTARY DEDUCTION OF DUES

- A. Insofar as practical, the Employer will deduct from the first pay of each month the Union dues and initiation fees of each employee covered by this Agreement provided the Union has furnished the Employer with signed authorizations.
- B. The Union shall present the Employer with a certified check-off list along with proper authorization for check-off and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the Employer for any deductions made and paid over to the Union which may later be held to have not been authorized by the individual involved or which may constitute illegal deductions.
- C. The Union shall indemnify the Employer and hold it harmless against any loss or claims for damages resulting from the payment to the Union of any sums deducted under this Article and, in the event any actions or claims are commenced against the Employer to

recover from it any sums deducted under this Article, the Union shall intervene and defend against such action or claim.

- D. When an employee does not have sufficient money due them after deductions have been made for Social Security, Insurance, Garnishment, etc., or any other deductions authorized by the employee for required by law, upon request of the Union, dues for that month will be collected by the Employer the following month from the employee.
- E. If an employee who is absent on account of sickness, leave of absence, or for any other reason has no earnings due them for that period, no deductions shall be made. The Union will arrange collection of dues for that period directly from the employee.
- F. All deductions of Union dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Union.
- G. **Voluntary PAC Contributions.** The Employer agrees to allow members of the bargaining unit represented by the Union to request and authorize voluntary contributions to the Union's Committee on Political Education (COPE) and/or the SEIU Local 517M Political Actions Committee. The parties agree as follows:
 1. The Union agrees to reimburse the Employer \$25.00 per year 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 agrees to comply with all provisions of the laws of the State of Michigan.
 3. The Union agrees to maintain evidence of an appropriate annual consent executed by the employee. A copy of the consent shall be provided to the Employer at the time the payroll deduction is requested.
 4. At the beginning of each calendar year the Union agrees to provide the Employer with a separate list of employees who have consented to voluntary contributions to the Union's PAC and the amounts to be deducted.
 5. New employees hired after the beginning of the new calendar year will be allowed to participate if authorization is documented at the time the payroll is established.
 6. PAC contributions will be identified as a separate line item on the employee's pay-check stub.
 7. PAC contributions will be deducted from the employee's pay-check in an equal amount each pay period.

8. The Employer agrees remit the amounts deducted for COPE separately at the same time remittance is made of the membership dues to the Union's address specified by the Union.

ARTICLE 4 ADMINISTRATION RIGHTS

- A. The Employer, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing rights:
 1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal, or demotion for just cause; and to promote and transfer for just cause, all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, will not be arbitrary and/or capricious for just cause and non-discriminatory in the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. The parties agree that this Contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.
- D. **Work Rules and Safety Regulations.** The school district may prepare, issue and enforce work rules and safety regulations necessary for the safe, orderly and efficient operation of the school system. Work rules will not be arbitrary or capricious in nature nor shall they be discriminatory and for just cause. Safety regulations shall meet State and Federal Standards. Work rules and safety regulations shall be provided to the Union upon the Union's request.

**ARTICLE 5
REPRESENTATION**

- A. **Bargaining Unit Defined.** All employees who are covered by this Agreement shall be represented for the purpose of the Grievance Procedure by Stewards to be chosen by the Union.
- B. **Job Status and Functions of Union Officers.**
1. Stewards and/or Alternate Stewards shall be paid by the Employer for time spent on processing of grievances related to the Employer during their regular scheduled working hours, at their regularly scheduled earned rate, provided there is no disruption of normal school business activities.
 2. The names of Stewards and Alternate Stewards shall be given in writing to the Employer; no Steward or Alternate Steward shall function as such, until the Employer has been advised of the selection of the Steward or Alternate Steward in writing by the Local Union representative. Any changes in Stewards or Alternate Stewards shall be reported to the Employer in writing as far in advance as possible.
 3. Any Steward or Alternate Steward having an individual grievance in connection with their own work may ask for a member of the committee to assist them in adjusting the grievance.
 4. Union Representatives or Stewards to be allowed up to a total of two (2) paid Union days per year with no more than one (1) gone at a time and no more than eight (8) unpaid Union leave days per year.
- C. **Grievance Procedure.**
1. **Definition:** A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation, misapplication or inequitable application of a specific provision(s) of this Agreement to the employee, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.
 2. As used in this Article, the term "employee" may mean a group of employees having the same grievance.
 3. Union representation shall be permitted at all steps of the grievance procedure upon request.

4. Grievance Procedure Steps

Step 1. Immediate Supervisor. Within ten (10) working days following the act or condition which is the basis of the grievance, an employee may provide a written grievance to his/her immediate supervisor. The grievance must be on the Union's grievance form, state all facts causing the grievance, list all affected employees, list the claimed violation of the agreement citing all provisions of this agreement alleged to be violated, indicate the relief sought, and be signed by the aggrieved employee(s). Upon receipt, the supervisor will sign and date the grievance. Within seven (7) working days of the receipt of the grievance, the supervisor will give a written answer to the union.

Step 2. Director of Human Resources. If the grievance is not resolved at Step 1, within seven (7) working days of when the Step 1 answer was due, the union may submit the written grievance to the Director of Human Resources, or his/her designee. Upon receipt, the grievance will be signed and dated. Within ten (10) working days of receipt, the Director shall schedule and hold a meeting with the union. The meeting may include the SEIU staff representative(s), one (1) employee Union representative, the grievant, and the Employer representative(s). The employee Union representative and the grievant can attend this meeting without loss of pay. The meeting shall not be scheduled at a time that would result in a disruption of normal school routine and duties.

Within ten (10) working days of the meeting, the Director of Human Resources will give a written answer to the union.

Step 3. Arbitration If the grievance is not resolved at Step 2, within ten (10) working days of when the Step 2 answer was due, the grievance may be submitted to binding arbitration at the election of either party by written notice of the intent to arbitrate to the other party. The notice must clearly indicate the specific nature of the dispute to be arbitrated, including which grievance is to be arbitrated and affected grievant(s). During the ten (10) working days following receipt of such notice, the parties will try to mutually agree to an arbitrator. If they are unable to agree during that time, within the next ten (10) working days, the party submitting the grievance will submit a Demand for Arbitration to the American Arbitration Association. The arbitrator shall be chosen in accordance with the rules of the American Arbitration Association.

The Agreement constitutes a contract between the parties, which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of specific provisions in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority, nor shall it consider its function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been

the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give a decision which in practical or actual effect modifies, revises, detracts from, or adds to, any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or detraction) of clear and unambiguous written terms of this Agreement. The decision of the arbitrator made in accordance with the provisions of this agreement shall be final and binding upon all parties, including the employer, the union and all employees.

5. Unless expressly agreed to by the parties, in writing, the Arbitrators are limited to hearing one issue or grievance upon its merits at any one hearing. Separate Arbitrators shall be selected for each grievance appealed to binding arbitration.
6. The fees and expenses of the third party impartial arbitrator, cost of transcript (if one is requested by the Arbitrator), and cost of hearing room, shall be borne by the loser as evidenced by the decision of the Arbitrator. Should the Arbitration result in a compromise decision the Arbitrator shall make as part of its decision a ruling as to how the above expenses shall be prorated.
7. The term "days" when used in this Article shall mean workdays, or during the summer months, days when the Administration office of the Board is open for business.
8. Any claim or grievance arising before the expiration of this Agreement shall be processed through the grievance procedure until resolution even though the Agreement may have expired while the grievance is in progress.
9. Grievances filed as a class grievances shall be initiated Step 2 of the Grievance Procedure. The Director of Human Resources shall retain the discretion to remand a class grievance to Step 1 of the Grievance Procedure, but shall not remand as a subterfuge to violate the time provisions provided within this Article.
10. The number of days indicated at each level should be considered as maximum. The time limits may be extended or reduced by written mutual consent.
11. Any grievance not appealed at any Step of this procedure within the timelines shall be considered settled as answered in the previous step. If no answer was given, the grievance shall be considered denied.

ARTICLE 6 SENIORITY

A. New employees will be considered as probationary employees until they have been employed continuously for ninety (90) working days, the employee will be considered as a regular employee and seniority will start as of the last date of hire. Probationary employees work at the sole discretion of the Employer, and may be discharged without cause and without recourse to the grievance and arbitration procedures.

B. **Seniority Lists.** An up-to date seniority list will be provided to the union upon ratification of the agreement. As personnel changes occur, the list will be updated and a copy will be provided to the Union. The seniority list will include a separate listing for the Discipline/Security Officers.

C. **Loss of Seniority.** Seniority shall be broken for the following reasons:

1. If the employee quits
2. If the employee is discharged and the discharge is not rescinded or reversed;
3. If the employee is absent for three (3) consecutive normally scheduled days without notification of a valid reason to be absent and without legitimate reason for notifying the employer;
4. If the employee fails to return to work at the expiration of a leave of absence as set forth in Article 12, Section B;
5. If the employee retires;
6. If the employee is laid off for a period of time as set forth in Article 7, Section B;
7. If the employee fails to return from a layoff after being notified.

D. **Non Bargaining Unit Positions.**

1. An employee who transfers or promotes to a position not included in the bargaining unit and, thereafter within six (6) months, returns to the bargaining unit shall have all accumulated seniority and rights attached thereto.
2. An employee who transfers or promotes to a position outside of the bargaining unit and, after six (6) months elapses, returns to the bargaining unit shall have only that seniority accumulated while in the unit.
3. For the purposes of applying time measured benefits such as vacation accumulation, pension and longevity, a person's seniority shall be measured by an employee's total service with the Employer.

4. An employee who is outside of the bargaining unit and who has accumulated bargaining unit seniority within the unit may use only that seniority accumulated within the unit to displace a less senior bargaining unit member of the classification last held prior to moving to a non bargaining unit position.

**ARTICLE 7
LAYOFF AND RECALL**

A. The following provisions apply solely for the purpose of layoff and recall and have no effect on any other provision of this Agreement.

1. It is understood that the administration has the sole discretion in determining the number and classifications needed by the school district and to determine the timing and numbers needed when layoffs are required.
2. Employees shall be given their district seniority date.
3. For purposes of layoff, the following descending order for reduction of staff shall be controlling:
 - a. Head Custodians-Buildings over 185,000 sq. ft.
 - b. Utility/Maintenance
 - c. Head Custodians-Buildings over 100,000 sq. ft.
 - d. Head Custodians-Buildings under 40,000 sq. ft.
 - e. Custodians (includes regular, night, pool, grounds, and laundry)
4. When employees are to be reduced in any of the above classifications, the least senior employee in that classification shall be eliminated based on the number needed as determined by the administration.
5. Employees who have been eliminated from a particular classification shall be reassigned to a lower rated classification provided they have the necessary seniority and had previously been classified in the lower classification.

Head Custodians can bump down to a lesser paid Head Custodian position without regard to above qualifications.

6. So long as the reductions are proper and in accordance with this Agreement on the date of the reduction there will be no valid claim created for the purpose of contesting the employer's decision on reassignments.

B. Employee's seniority will be continuous and the employee shall hold all seniority rights for purpose of layoff and recall except when the employee voluntarily resigns or when discharged, or is laid off for a period of two (2) years.

- C. Seniority of an employee shall continue while absent because of injury covered by Workers' Compensation.
- D. The right to reemployment and the continuing seniority rights of any employee now or hereinafter, upon the seniority lists, and who now or hereinafter, is a member of the Armed Forces of the United States, shall retain their seniority rights if they reapply within ninety (90) days from discharge.
- E. When there is a layoff, those employees in the bargaining unit who have been designated, in writing, as the grievance representatives shall be granted top job seniority for layoff and recall only provided they are capable of performing the work, and provided further, such super-seniority is limited to no more than two designated employees in this Unit.
- F. Employees shall be called back to work in reverse order of layoff as specified above.
- G. Regular bargaining unit employees who have been laid off may be recalled back to work into substitute custodian positions. Regular laid off employees who are recalled back as substitutes shall begin to receive benefits after said employee has completed thirty (30) continuous days of work actually performed.
- H. Paragraphs A3, A5, and G above do not apply to the Discipline/Security Officers.

ARTICLE 8 WORKING HOURS

A. Break and Lunch Periods

Employees who are scheduled to work at least four (4) hours per day will receive a fifteen (15) minute break and employees who are scheduled to work at least six (6) hours per day will receive two (2) fifteen minute breaks. Employees scheduled to work at least eight (8) hours per day will receive two (2) fifteen minute breaks and one (1) thirty (30) minute unpaid lunch. Break times will be given without loss of pay. Breaks and lunch times may be scheduled by management.

B. Overtime

1. Overtime within a building shall be equalized among the employees regularly assigned to that building to the extent reasonably possible and consistent with ability to do the work. Refusal to perform overtime must be based on a reasonable excuse provided there is a sufficient number of employees' remaining to perform the necessary work.
2. Overtime will be computed for hours "actually worked" in excess of 40 hours from the first shift beginning on Friday through the last shift which begins the following Thursday. Except for sick leave, all time off with pay due to receipt of a contractual benefit shall be considered as time "actually worked."

3. Overtime pay shall be paid at 1.5 times the employee's hourly rate paid at the time the work was performed.

C. Discipline/Security Officers

Discipline/Security Officers who are requested and approved to appear before a Federal or State court on behalf of the school district shall be paid his/her regular rate of pay for all hours that he or she is in court.

D. Custodial/Maintenance Employees

1. Normal Work Week

- a The normal workweek shall be forty (40) hours, on five (5) consecutive days.
- b The normal workday shall be eight (8) consecutive hours.
- c Employees hired on or before July 2, 1992 will have a work week of Monday through Friday, except as provide in e below (8 D1e)
- d Employees hired after July 2, 1992 may be subject to a normal workweek of Tuesday through Saturday.
- e An employee applying and selected for an assignment that is posted as Tuesday through Saturday will be required to work those days.
- f Employees scheduled Tuesday through Saturday will not be used for weekend building checks.

2. **Sunday and Holiday Work** Employees shall be paid two (2) times their regular rate of pay for all hours worked on holidays and Sunday.

3. Emergency School Closings

When school is canceled because of adverse weather, Acts of God or other emergency conditions, employees shall report unless directed not to report by the supervisor. Employees who are unable to report to work shall notify their supervisor no later than two (2) hours after their scheduled starting time and the day will, at the employee option:

- a be subtracted from vacation or personal leave;
- b will be a non-paid day.

If employees are directed not to report, they shall receive pay for the day. If an employee works at management's request when other of the same classification are not required to work, compensatory time off up to a maximum of eight (8) hours per day will be given at a later date. All accrued compensatory time must be used between September 1 and August 20 of the school year in which it was earned.

**ARTICLE 9
CALL IN TIME**

Any Custodial/Maintenance employees called out to work, outside their regular scheduled working hours, shall receive a minimum of two (2) hours work (as approved by the Buildings and Grounds Supervisor). This does not include Head Custodians who are required to check buildings.

**ARTICLE 10
VACATIONS**

- A. This Article applies only to Custodial/Maintenance employees.
- B. All vacations shall be scheduled and taken subject to the efficient operation of the school system and with the approval of the administration.
- C. Paid holiday falling within a paid vacation will not be charged against the earned vacation time.
- D. In accumulating vacation leaves, sick leaves taken during the period in which vacation is earned (not exceeding the accumulated sick leave of the employee) shall be counted as time worked. Absence due to duty connected disability shall also be counted as time worked.
- E. Custodians may carry over five (5) vacation days on June 30th that may be added to the vacation time credited on July 1st.
- F. The length of service as determined by active employment, will determine the number of vacation days that year.
- G. Vacations time will be credited on July 1st each year as follows:

After one (1) year of service	10 days
After five (5) years of service	15 days
After twelve (12) years of service	20 days
- H. Vacation is due on the employee's anniversary date of initial hire. When the employee initially becomes eligible for either vacation or an increase in vacation, (s) he will be credited with vacation prorated based on the portion of the year remaining.

**ARTICLE 11
SICK LEAVE**

A. Sick leave is a form of insurance and not a form of compensation. The purpose of sick leave shall be to protect custodians when they become ill.

B. **Crediting of Sick Leave**

1. Custodian/Maintenance employees shall be credited each July 1, with twelve (12) sick days for the contract year, Sick days may be accumulated to one hundred eighty (180) days.
2. Discipline/Security Officers shall be credited each September 1 with ten (10) sick days for the school year. Sick days may be accumulated to a total of 80 days.
3. Employees who are appointed to a position after the crediting date of that year, will be credited with sick leave days pro-rated based on the portion of the year remaining when appointed.
4. An employee, who leaves employment before June 30 of the contract year, will have his final years' crediting adjusted in proportion to his final year worked. Any overpayment by the employer shall be recovered from any money due the employee.

C. Any employee having exceeded his/her accumulated sick leave days may request additional days with pay. The request shall be made in writing to the Sick Leave Review Board. This Board shall consist of three (3) representatives of the Board of Education and two (2) representatives appointed by the Executive Board of the Union. The Sick Leave Review Board shall have the right to grant or suspend additional sick leave days and shall notify the applicant of its decision in writing. Any extension will be by majority decision of the Sick Leave Review Board.

If the Sick Leave Review Board approves additional paid leave time, but does not grant sufficient time to cover an entire absence, the Sick Leave Review Board may request that employees contribute up to one day each (from the employee's sick leave bank) to be used as the additional allowance granted by the Review Board. Donation of a day (or more) under this provision will not count against an employee for purposes of the sick leave incentive.

D. If the school district believes sick leave is being abused, it may at its discretion, require an employee requesting paid sick leave to furnish substantiating evidence or a statement from his/her attending physician certifying that the absence from work was required due to illness. In any case, such certification must be presented whenever sick leave is requested for four (4) or more consecutive workdays and such verification is requested by the employer.

The school district shall have the right, at its discretion, to verify the report of the attending physician concerning the illness, or disability of an employee, and to require the employee to be examined at the school district's expense, by a physician selected by the school district to determine the nature and extent of the illness or disability. As a result of such physician's statements and examinations, the school district may approve or deny an employee's sick leave request and establish limits and conditions for any further approved sick leave.

E. Sick Leave Incentive for Custodial/Maintenance Employees:

1. A custodian who has a perfect attendance record in the previous school year, will be granted a personal vacation day off from work with pay. This day shall be scheduled in advance, with a minimum of two weeks notice, with the immediate supervisor and shall be consistent with operational needs.

Perfect attendance shall be defined as a custodian who has not missed any scheduled work days (excused or unexcused) except personal business days, vacation days, jury duty or funeral leave.

2. If an employee misses two (2) days or less for illness during the prior fiscal year, that employee shall receive time and one-half (1-1/2) for Saturday work, notwithstanding the fact that the employee may not have worked forty (40) hours during the employee's regular workweek. With the exception of sick days, all time off with pay due to receipt of a contractual benefit shall be considered as time actually worked.
3. For each contract year, a 1.0 percent (1%) attendance incentive will be paid on the first pay of August as a lump sum payment above and including all other premiums (longevity, second shift, third shift, pool) to any employee who has three (3) or less occurrences of absence during the preceding fiscal year. An occurrence is defined as a single day of absence. However, one of the three occurrences may be defined as four (4) or more consecutive days of absence where the employee provides a physician statement to justify the absence.

F. Sick Leave Incentive for Discipline/Security Officers: A Discipline/Security Officer who has a perfect attendance record in the previous school year, will be granted a personal vacation day off from work with pay. This day shall be scheduled in advance, with a minimum of two weeks notice, with the immediate supervisor and shall be consistent with operational needs.

Perfect attendance shall be defined as a Discipline/Security Officer who has not missed any scheduled work days (excused or unexcused) except personal business days, vacation days, jury duty, or funeral leave.

- G. **Workers' Compensation.** An employee who is absent from duty as a result of personal injury caused by an accident, disease or assault upon him/her arising out of, and in the course of his/her employment, may have the option of drawing Workers' Compensation solely, or Workers' Compensation plus sick leave (combined payment not to exceed the employee's regular daily rate). In the event the employee chooses a combined payment of sick leave and Workers' Compensation insurance, the days of sick leave drawn will be charged to the employee's sick leave accumulation based on the employee's regular hourly rate of pay.

ARTICLE 12 LEAVES OF ABSENCE

- A. Upon application by an employee the Employer may grant a leave of absence without pay or benefits.
- B. Any employee who does not report back to work by the expiration date as set forth on the leave of absence notice, or does not receive an approved extension, or who accepts other employment while on leave from the Employer, except as herein provided, will be considered to have terminated their employment.
- C. The above leaves may be extended upon written application of the employee with the approval of the Superintendent in advance of the expiration date.
- D. Disposition of all requests for leaves of absence and extensions thereof shall be in writing.
- E. Employees shall be allowed three (3) days of absence, without loss of pay, in the event of death of a member of the immediate family provided that the employee is required to assist in the final arrangements and with the understanding that the three (3) days are consecutive commencing with the day of the death. (Immediate family includes: mother, father, husband, wife, child, stepchild, adopted child, brother or sister or any relative who is a permanent resident in the Employee's home).
- F. Employees shall be allowed one (1) day of absence, and any additional days approved by the Superintendent, without loss of pay, to attend the funeral of an aunt, uncle, nephew, niece, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, or spouse of the employee's child.
- G. In the event additional funeral leave is needed, the Superintendent may grant such leave without pay.

ARTICLE 13 HOLIDAYS AND PERSONAL BUSINESS DAYS

- A. **Holidays for Custodial/Maintenance Employees.** The following holidays shall be given off, without loss of pay, and subject to the conditions provided below: New Years

Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas. In addition, December 24th and December 31st shall be paid holidays, providing school is not in session.

1. Suitable arrangements will be made to have the buildings checked during these holidays to see that the buildings are secure and no problems exist as a result of equipment failure.
2. If the holiday falls on a Saturday the Friday before will be given as a day off and when the holiday falls on Sunday the following Monday will be given as a day off (providing school is not in session on these days).

In the event the Board of Education, in its judgment, determines that it will recognize Martin Luther King Day as a holiday and close school for all purposes on that day, custodial staff will receive Martin Luther King Day as a paid holiday. In addition, should the Board of Education recognize Martin Luther King Day as a paid holiday for any other bargaining unit involving a collective bargaining agreement with the Saginaw Township Community Schools, then the holiday will be extended to the custodial group as well.

- B. Holidays for Discipline/Security Officers.** For Discipline/Security Officers, the following holidays shall be given off, without loss of pay: New Years Day, Good Friday, Memorial Day, Thanksgiving and Christmas. To be eligible for holiday pay, Discipline/Security Officers must work both the scheduled workday before and the scheduled workday after the applicable holiday.
- C. Personal Business Days for Custodial/Maintenance Employees.** All employees hired prior to July 1, 1996, will receive two (2) personal business days per year. All employees hired after July 1, 1996, with one (1), but less than five (5), years of service shall receive one (1) personal business day without loss of pay each contract year. Each employee with five (5) or more years of service shall receive two (2) personal days without loss of pay each contract year. Personal business days shall be only utilized for personal business, which cannot be normally handled outside working hours. Application for such absence must be made in writing stating the reasons for such absence and must be filed with the immediate supervisor. In the event of personal business days used in accordance with Article 12, Section E, the requirement of applying in writing shall be waived. Such leave will not be granted before or after a scheduled holiday except under circumstances as provided under Article 12, Section E. Hunting, fishing, recreation and vacationing, are not considered proper uses of this Article. Other extenuating circumstances will be considered by the Administration.
- D. Personal Business Days for Discipline/Security Officers.** Discipline/Security Officers shall be granted two (2) personal days each semester. Unused personal days may be carried over to the next school year with a cap on the personal day bank at eight (8) days. At the conclusion of the school year, Discipline/Security Officers shall have the option to "cash out" up to four (4) personal days, at seven (7) hours per day, at the current hourly

rate. Use of the personal days must be requested and granted in advance and shall not be granted before or after a scheduled holiday.

**ARTICLE 14
BUILDING CHECKS**

During the regular year, Head Custodians will check the school buildings on weekends and holidays as a part of their regular duties. In the event the Head Custodian is unavailable to perform a building check, then the school district shall, within its sole discretion, assign the building check to another Custodial/Maintenance employee. Overtime pay as a result of performance of building checks shall be counted towards the equalization of overtime among all Custodial/Maintenance employees. Building checks performed shall be paid in the following manner:

Buildings under 40,000 sq. ft. – 1 hour credit paid at time and one-half for Saturday and Sunday

Buildings over 100,000 sq. ft. – 2 hours credit paid at time and one-half for Saturday and Sunday

Buildings under 40,000 sq. ft. – 1 hour credit paid at double time for holidays

Buildings over 100,000 sq. ft. – 2 hours credit paid at double time for holidays

**ARTICLE 15
INSURANCE**

- A. **Fringe Benefits.** All regular full-time Custodial/Maintenance employees shall receive fringe benefits subject to capped premium provisions of this agreement in accordance with the following schedule:

<u>Average Weekly Hours Worked</u>	<u>Percent of Premium Paid by Board</u>
30 but less than 35 hours	75 %
35 but less than 40 hours	87 ½%
40 hours	100 %

- B. The Custodial/Maintenance employees shall have a monthly contribution as follows:

<u>As of July 1:</u>	<u>2008</u>	<u>2009</u>
Single	\$11.52	\$11.76
2-Person	\$21.75	\$22.21
Family	\$28.15	\$28.74

Thereafter, each July 1, the monthly contribution for 1 person, 2 person, and full family coverage will increase by the same percentage increase as the annual percentage increase in the illustrative rate effective that July compared to the previous July rate for the health care plan for full family coverage. Such illustrative rates will include having chiropractic visits charged on the same basis as other doctor visits.

- C. **Community Blue PPO Plan.** Blue Cross Blue Shield of Michigan Comprehensive Hospital Certificate and Professional Services Group Certificate with Riders D45NM, CC/CLC, OPC/OPPC, SATII, SOTPE, GLE1, ML, FAERC Plus-15, PPNV, AS1, DC, SD Trust-15; Master Medical Certificate Option 1; Preferred RX Certificate \$10.00 generic / \$20.00 brand Co-pay with a 90-day MOPD. Medicare Complementary Exact Fill, chiropractic visits charged on the same basis as other doctor visits, Numerous Legal Clarifying riders.

All State and Federal mandated benefits will be provided on a current updated schedule as provided by Blue Cross/ Blue Shield of Michigan. Additional benefits uniformly provided in this standard Blue Cross/ Blue Shield of Michigan plan will become part of the contract.

NOTE: Some of the designated terms listed above may be changed by the carrier. The coverage will not change.

- D. **Dental Insurance.** The Board shall provide dental insurance coverage for 80% of Class I and II, in addition to Class III with a \$ 1,000.00 maximum.
- E. **Optical Care Plan.** The Board shall provide an optical care plan for all employees on the same basis as provided to other groups in the school district.
- F. **Life Insurance.** The Board shall provide all eligible employees a term life insurance policy of \$45,000.00 subject to the terms of the carrier.
- G. **Long Term Disability.** The Board shall provide all eligible employees with Long Term Disability (LTD) as follows: 66-2/3% of monthly earnings subject to a \$2,500.00 monthly maximum with a 180-day waiting period.
- H. **Right to Select Carriers.** Any benefits provided for by this Agreement shall be provided through a self-insurance plan or under a group insurance policy or policies issued by and insurance company or insurance companies selected by the district. "Insurance companies" include regular line insurance companies and non-profit organizations providing such benefits described herein. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the district and the insurance company. Specific reference to a named carrier within this agreement shall not in any way limit the Employer's right to select carriers pursuant to this provision

- I. **Non-duplication of Benefits.** There will not be any duplication of district provided benefits for health insurance (e.g., husband and wife both working for the district).
- J. This Article applies only to the Custodial/Maintenance employees with the exception of Section H above, which applies to all bargaining unit members.

**ARTICLE 16
SALARY PROVISIONS**

A. **Wage Scale**

July 1, 2008-January 1, 2009 – Addendum A

January 2, 2009-June 30, 2010 – Addendum B 2.00% increase over the wages in Addendum A

July 1, 2010-June 30, 2011 Wage Re-Opener

- B. **Longevity.** Employees who were hired before July 1, 1996, who have completed ten (10) or more years of employment shall receive longevity pay in the amount of 3.0 % over and above all negotiated increases. Longevity be shall be paid on an annual basis.

Employees hired after July 1, 1996, are not eligible to receive longevity.

- C. **Asbestos Removal by Certified Custodians.** Additional \$3.00 per hour.

- D. **Clothing Allowance.** A \$125.00 annual clothing allowance will be provided on a reimbursement basis to five (5) utility/ maintenance employees, three (3) pool employees, one (1) regular custodian (delivery), and on (1) grounds person (high school).

1. Ten (10) specified employees shall receive the \$125.00 clothing allowance.
2. For each contract year the district will have satisfied its clothing allowance obligation upon payment of \$125.00 to ten (10) specified employees, regardless of any personnel change after payment for that position is made.
3. Under no circumstance shall the district be required to pay more than \$1,250.00 (\$125.00 x 10) in any contract year. The clothing allowance shall be paid as a regular salary check.

E. **Custodial/Maintenance Employee Hourly Premiums**

1. Head custodians are not paid shift premium.
2. 2nd Shift (3:30 pm to 11:30 pm) ---3.0% Employees who perform work on a regularly scheduled shift between the hours of 3:30 pm and 11:30 pm, shall be paid a 3.0% second shift premium for all straight-time hours actually worked

during the second shift (3:30 pm to 11:30 pm). Second shift employees called to work on other shifts on a temporary and unscheduled basis (less than 5 work days) shall continue to receive their second shift premium.

3. 3rd Shift (11:30 pm to 7:00 am) ---4.0% Employees who perform work on a regularly scheduled shift between the hours of 11:30 pm and 7:00 am, shall be paid a 4.0% third shift premium for all straight-time hours actually worked during the third shift (11:30 pm to 7:00 am). Third shift employees called to work on other shifts on a temporary and unscheduled basis (less than 5 work days) shall continue to receive their second shift premium.
4. Pool Custodian ---1.0% A custodian designated as a pool custodian shall receive an additional 1.0% premium paid on all hours worked during periods of time when the applicable pool for which the pool custodian is primarily responsible is in operation. The 1.0% premium shall not be limited only to hours of "pool type" work. The 1.0% premium shall cease only when the pool has been taken out of operation by the school district.

- F. Travel Allowance.** Employees required in the course of their work, and who have received approval from the administration to drive personal vehicles from one school to another or on school business (does not include traveling from home to work), shall receive an allowance of an amount equal to the current IRS mileage rate. The reimbursement rate for a given school year shall be the rate published by the IRS effective January 1, prior to the start of that school year during which the mileage was driven.
- G.** Paragraphs B, C, and D apply only to the Custodial/Maintenance employees.

ARTICLE 17 BULLETIN BOARDS

- A.** Bulletin boards will be provided for the use of the employees. Bulletin boards will be used for the posting of notices of bona fide employee activities only, and in no case shall advertising, political, obscene or scurrilous printed or written matter be placed on any bulletin.
- B.** A copy of the Board agenda and minutes will be sent to the Union via U.S. mail within five working days following the Board meeting.

ARTICLE 18 PAYROLL DEDUCTIONS

- A.** It shall be the policy of the Employer to honor reasonable requests for continuing deductions from the payroll to be paid to a third party.
- B.** Deductions for City of Saginaw income tax will be made available.

- C. For Union contributions, an authorization card will be required from each employee for a flat amount to be deducted per pay period.

ARTICLE 19 CLEAN UP TIME

Ten minutes shall be granted all employees to clean up before the end of the workday. This Article applies only to the Custodial/Maintenance employees.

ARTICLE 20 ISSUING OF PAY CHECKS

The Employer will issue twenty-six (26) bi-weekly paychecks to the Custodial/Maintenance employees on the district established payday. The Employer will issue bi-weekly paychecks to all Discipline/Security Officers for every two week period that the employees work. In the event the district established paydays result in a three (3) week interval, employees will be issued a one-week check in order to avoid a three (3) week delay between checks.

Effective July 1, 2006, employees will be paid by direct deposit. The employee will choose the financial institution for deposit.

ARTICLE 21 DISCIPLINE AND DISCHARGE

- A. After completion of the probationary period employees will be disciplined and/or discharged only for just cause. Discipline and/or discharge will not be arbitrary or capricious.
- B. Except for misconduct where summary discharge is appropriate, the Board shall utilize corrective progressive discipline.
1. A Union Steward shall be present during discussion of any discipline with an employee. Stewards shall not be permitted to interfere with the Employer's investigation of any matter, but will be allowed to do their own, impartial investigation with the Employer's complete cooperation.
 2. A written copy of the discharge and/or discipline of any employee shall be furnished to the employee and the Local Union.
 3. No material regarding an employee's conduct, service, character, or personality shall be placed in the file unless the employee has had an opportunity to read the material.
 4. The employee shall have the right to answer any material placed in the file and the answer shall be attached to the file copy.

5. Any disciplinary letters taken out of an employee's file will not be used for future disciplinary action.

ARTICLE 22 JOB OPPORTUNITIES

- A. **Vacancy Notices.** All jobs openings covered by this Agreement shall be posted on the bulletin board for ten (10) working days during which time all bargaining unit employees shall have the right to apply. Job openings created by the promotion or transfer of current employees should be posted for five (5) working days.
- B. **New Positions.** When a new job is created which cannot be properly placed in the existing classification and rate structure, or an existing job is changed or combined with another job to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The Board will, after written notice to the Union, assign a rate to the new or changed job, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. During this period, the Union may request in writing a meeting with the Board to review the classification. When the classification rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no agreement is reached on the rate within thirty (30) days from the date of the request, the Union may file a written grievance at Step 2 of the Grievance Procedure within ten (10) days following expiration of said thirty (30) day period protesting the rate.
- C. **Temporary Assignment.** Employees temporarily assigned to and performing a job classification paying a rate higher than their regular rate shall receive the higher rate if they work one shift or more at the higher classification. Employees temporarily assigned to a job classification paying a lower rate than their regular rate shall retain their regular rate.
- D. **Promotions.** In the case of competing job bids, the most qualified employee in the sole opinion of the Employer should be selected. In the event that two or more competing job bids are equally qualified, the most senior shall prevail.
- E. Notwithstanding the provisions contained in Section D above, qualified Discipline/Security Officers may be awarded positions within the Custodial/Maintenance classifications if no other Custodial/Maintenance employee bids on these positions. Likewise, notwithstanding the provisions contained in Section D above, qualified Custodial/Maintenance employees may be awarded positions within the Discipline/Security Officer classification if no other Discipline/Security Officer bids on these positions.
- F. The employee awarded the job shall have a sixty (60) calendar day trial period.
- G. The Union will be notified as soon as possible when employees are hired or terminated. By the sixtieth (60th) day of a new hire employee's probation, a three (3) member panel

consisting of employees who have actually worked with the probationary employee may provide the school district with direct input regarding the committee's opinion as to whether the employee should be hired by the district. The school district shall consider the committee's opinion in its hiring decisions. All conversations concerning the committee's opinion and the school district's response shall be kept confidential.

ARTICLE 23 SAFETY, PRODUCT USE AND EQUIPMENT COMMITTEE

The Supervisor of Buildings and Grounds along with another representative from the school district shall meet with two (2) employees selected by the custodian bargaining unit for purposes of discussing improved safety, product use and equipment. The Safety Committee will meet semi-annually.

The school district will provide all Discipline/Security Officers with a communication device (i.e. two-way radio) during their workday for security purposes.

ARTICLE 24 NO STRIKE PLEDGE

- A. The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any member to comply with this Article shall be cause for immediate dismissal. The Arbitrator is limited to determining only the issue of whether or not any employee or employee's activity violated the provisions of this Article. The penalty assessed by the Employer is not subject to the Arbitrator's determination.
- B. **No Lockout.** The Employer agrees not to engage in the withholding of work in order to gain concessions from the Union or its members or any other form of lockout.

ARTICLE 25 WAIVER CLAUSE

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 Union and the Employer, for the life of this Agreement, each voluntarily and unqualifiedly waives 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 by this Agreement, or with respect to any subject or matter not specifically referred to or covered by

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 that they negotiated or signed this Agreement. Any part of this contract may be reopened with written mutual consent of the Union and the Employer.

**ARTICLE 26
EFFECT OF LEGISLATION**

- A. If any law or existing or hereafter enacted, or any proclamation, regulation, or edict of any State or National Agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto upon notice to the other may reopen for negotiating the invalidated portion.
- B. Should the district be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the district under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that this Agreement shall automatically reopen for purposes of renegotiating provisions herein to avoid duplication.

**ARTICLE 27
IN-SERVICE AND TRAINING**

The district will schedule in-service trainings at least twice a year for the purpose of professional development for all employees covered in this agreement.

**ARTICLE 28
TERMS OF AGREEMENT**

This Agreement shall be effective as of January 26, 2009, and shall remain in full force and effect, without change, additions or amendments, retroactively to July 1, 2008 to June 30, 2011, with the exception of amending the contract for the sole purpose of negotiating wages for the period of July 1, 2010 of this agreement. This Agreement shall be renewed from year to year thereafter, provided that either party hereto may reopen the Agreement for changes or amendments or may terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to June 30, 2011.

SAGINAW TOWNSHIP
BOARD OF EDUCATION

By *Glen B. Hall*
Date 5/18/09

By *Mammie [unclear]*
Date 5/18/09

LOCAL 517M, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

By *Don [unclear]*
Date 5-17-09

By *Michael Hemler*
By *David C. [unclear]*

By *Rita [unclear] 5-15-09*

By _____

By _____

By _____

Letter of Understanding
between
Service Employees International Union, herein known as SEIU
and
Saginaw Township Community Schools

During the course of negotiations, the parties held discussions concerning lay offs caused through subcontracting. The parties hereby agree that:

1. Saginaw Township Community Schools has the unfettered right to subcontract any and all work performed by all classifications represented by the SEIU at Saginaw Township Community Schools.
2. This unfretted right is without constraint as to any of the consequences concerning the subcontracting of such work, including but not limited to, the decision to subcontract and/or the effects of subcontracting.
3. Saginaw Township Community Schools acknowledges that the SEIU has expressed the concern that when work is subcontracted SEIU would like an opportunity to discuss how subcontracting might be avoided, including modification of the collective Bargaining Agreement to reduce costs.
4. Saginaw Township Community Schools appreciates this concern and in its sole discretion may enter into such discussions.
5. The SEIU agrees that such acknowledgement and appreciation in no way requires Saginaw Township Community Schools to discuss, confer or bargain regarding the subcontracting of any bargaining unit work.
6. Upon request of the SEIU, Saginaw Township Community Schools will provide a copy of any contract(s) with subcontractors involving bargaining unit work. Providing or not providing such contract(s) in no way shall limit the ability of Saginaw Township Community Schools to subcontract bargaining unit work

Saginaw Township Community Schools

Tony Shoverand 5/14/09
Dated: January 26, 2009

Service Employees International Union

Rita Mayhew 5-15-09

Memorandum of Understanding
between
Saginaw Township Community Schools
and
Local 517M, SEIU

Concerning Tom Boyer, David Henry and Bernard Groll

Over the years, the parties' collective bargaining agreement has seen many revisions, often "grandfathering" current employees from changes. This is the case regarding Bernard Groll's current work week assignment that includes Saturday and the assignment of Present Head Custodians Only as of 7/1/90 of David Henry and Tom Boyer for pay purposes. So as not to lose sight of the conditions, the parties hereby agree as follows:

A. Bernard Groll

1. While school is in session, and as long as Bernard Groll continues on a regularly scheduled 3rd shift, that includes a work day that begins on Friday and ends on Saturday, Bernard will be paid time and one-half (1 ½) his regular wage for the hours physically worked on Saturday.
2. As long as Bernard continues to receive this Saturday premium, he will not be entitled to any shift premium.
3. The practice will end if Bernard requests and is assigned to another assignment.

B. Present Head Custodians Only as of 7/1/90 for salary purposes:

1. Dave Henry was assigned as a Head Custodian as of 7-1-90.
2. Tom Boyer was assigned as a Head Custodian as of 7-1-90.
3. No other current employees were assigned as a Head Custodian as of 7-1-90.

Saginaw Township Community Schools

Tony Skowronski 5/14/09

Tony Skowronski
Saginaw Township Community Schools

Service Employees International Union

Michael Hensler 5/15-09

Michael Hensler
Local 517 M, SEIU

Dated: May 14, 2009

Memorandum of Understanding

between
Saginaw Township Community Schools
and
Local 517M, SEIU

Concerning Extra Duty Evening Stipends

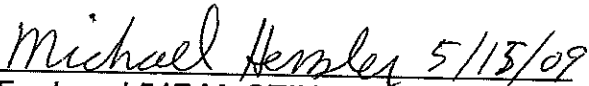
During the course of negotiations for their July 1, 2005 – June 30, 2008 collective bargaining agreement, the above named parties agreed to:

Establish a committee to determine how to change from extra duty evening stipend activity for security personnel to being paid as wages. Such changes are to become effective July 1, 2006.

Saginaw Township Community Schools


Tony Skowronski
Saginaw Township Community Schools

Service Employees International Union


For Local 517 M, SEIU

Dated: January 24, 2007

Saginaw Township Community Schools

**ADDENDUM A
2008-2009 CUSTODIAN SALARY SCHEDULE (effective 7-1-08 for 08-09)**

FOR EMPLOYEES HIRED PRIOR TO July 1, 1996:

CLASSIFICATION	A	B	C	D
Head Custodian- Bldg. over 185,000 sq. ft. Utility/Maintenance	14.70	15.56	16.36	17.23
Head Custodian- Bldg. over 100,000 sq. ft.	13.42	14.05	14.66	16.04
Head Custodian - Bldg. under 40,000 sq. ft.	12.40	13.01	13.43	13.90
Custodian	11.00	11.59	12.20	13.49

FOR NEW EMPLOYEES HIRED AFTER JULY 1, 1996:

Head Custodian- Bldg. over 185,000 sq. ft. Utility/Maintenance	11.86	12.30	12.75	13.34
Head Custodian- Bldg. over 100,000 sq. ft.	10.83	11.23	11.63	12.16
Head Custodian- Bldg. under 40,000 sq. ft.	10.02	10.38	10.75	11.26
Custodian	8.88	9.21	9.53	9.97

Present Head Custodians Only (as of 7/1/90):

Head Custodian (bldg. over 185,000 sq. ft.)	\$18.56
Head Custodian (bldg. over 100,000 sq. ft.)	\$16.72
Head Custodian (bldg. under 40,000 sq. ft.)	\$15.41

SECURITY WAGE SCHEDULE:	A	B	C	D	E	F	G
	9.58	9.97	10.83	11.70	12.47	12.86	13.30

All advance 1 step each year of service

Saginaw Township Community Schools

**ADDENDUM B
2008-2009 CUSTODIAN SALARY SCHEDULE (effective 1-2-09 for 08-09)**

FOR EMPLOYEES HIRED PRIOR TO July 1, 1996:

CLASSIFICATION	A	B	C	D
Head Custodian- Bldg. over 185,000 sq. ft. Utility/Maintenance	14.99	15.87	16.69	17.57
Head Custodian- Bldg. over 100,000 sq. ft.	13.69	14.33	14.95	16.36
Head Custodian - Bldg. under 40,000 sq. ft.	12.65	13.27	13.70	14.18
Custodian	11.22	11.82	12.44	13.76

FOR NEW EMPLOYEES HIRED AFTER JULY 1, 1996:

Head Custodian- Bldg. over 185,000 sq. ft. Utility/Maintenance	12.10	12.55	13.01	13.61
Head Custodian- Bldg. over 100,000 sq. ft.	11.05	11.45	11.86	12.40
Head Custodian- Bldg. under 40,000 sq. ft.	10.22	10.59	10.97	11.49
Custodian	9.06	9.39	9.72	10.17

Present Head Custodians Only (as of 7/1/90):

Head Custodian (bldg. over 185,000 sq. ft.)	\$18.93
Head Custodian (bldg. over 100,000 sq. ft.)	\$17.05
Head Custodian (bldg. under 40,000 sq. ft.)	\$15.72

SECURITY WAGE SCHEDULE:	A	B	C	D	E	F	G
	9.77	10.17	11.05	11.93	12.72	13.12	13.57

All advance 1 step each year of service

Saginaw Township Community Schools

ADDENDUM C

2009-2010 CUSTODIAN SALARY SCHEDULE (effective 7-1-09 for 09-10)

FOR EMPLOYEES HIRED PRIOR TO July 1, 1996:

CLASSIFICATION	A	B	C	D
Head Custodian- Bldg. over 185,000 sq. ft. Utility/Maintenance	14.99	15.87	16.69	17.57
Head Custodian- Bldg. over 100,000 sq. ft.	13.69	14.33	14.95	16.36
Head Custodian - Bldg. under 40,000 sq. ft.	12.65	13.27	13.70	14.18
Custodian	11.22	11.82	12.44	13.76

FOR NEW EMPLOYEES HIRED AFTER JULY 1, 1996:

Head Custodian- Bldg. over 185,000 sq. ft. Utility/Maintenance	12.10	12.55	13.01	13.61
Head Custodian- Bldg. over 100,000 sq. ft.	11.05	11.45	11.86	12.40
Head Custodian- Bldg. under 40,000 sq. ft.	10.22	10.59	10.97	11.49
Custodian	9.06	9.39	9.72	10.17

Present Head Custodians Only (as of 7/1/90):

Head Custodian (bldg. over 185,000 sq. ft.)	\$18.93
Head Custodian (bldg. over 100,000 sq. ft.)	\$17.05
Head Custodian (bldg. under 40,000 sq. ft.)	\$15.72

SECURITY WAGE SCHEDULE:	A	B	C	D	E	F	G
	9.77	10.17	11.05	11.93	12.72	13.12	13.57

All advance 1 step each year of service