

## **AGREEMENT**

THIS AGREEMENT made and entered into by and between the BOARD OF EDUCATION FOR THE MEMPHIS COMMUNITY SCHOOLS, hereinafter referred to as the “EMPLOYER,” and “LOCAL 517 SERVICE EMPLOYEES INTERNATIONAL UNION AFL-CIO, hereinafter referred to as the “UNION.”

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I**  
**MANAGEMENT RIGHTS**

- 1.1 Subject to the terms of this Agreement, and except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the Memphis community Schools and to direct its employees. The Union recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan and as are inherent in the rights and responsibilities to manage the community school system, including, but not limited to, the right:
- (a) To the exclusive management and administrative control of the school system and its properties and facilities;
  - (b) To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees; no employee after completion of probationary period shall be terminated without cause;
  - (c) To determine the hours of work and the duties, responsibilities, assignments and job descriptions of employees;
  - (d) To promulgate reasonable work rules. Except in cases of emergency, the Employer shall notify the Union of the anticipated changes and allow the Union five (5) days to provide input before changes are made;
  - (e) To comply with the statutory requirements of the Americans With Disabilities Act.
- 1.2 The duties of any bargaining unit member shall not be transferred to other persons not covered by the agreement if such transfer of duties results in the loss of hours or overtime for any bargaining unit member without prior negotiations. Student help may be employed providing a bargaining unit member is not put out of a job.
- 1.3 The Memphis Community Schools has the opportunity to have the services of Social Services (Welfare Recipients) in the amount of time relative to the amount of reimbursement that they receive. The Employer has chosen to take advantage of this service to assist the custodial staff and other areas as deemed beneficial to the school district. The use of these individuals will in no way replace or lead to layoff of existing union members.

**ARTICLE II**  
**EMPLOYEE DEFINED**

- 2.1 For the purpose of this Agreement, the term employee shall include all custodians, secretaries, clerks, library aides, athletic aide, media/tec consultant and cafeteria employees except supervisors, confidential employees and all other school employees.
- 2.2 The Board of Education shall not discriminate in the employment of individuals by race, color, creed or handicapping condition providing the individual is otherwise qualified and capable of performing the work required.

**ARTICLE III**  
**RECOGNITION, PAYROLL DEDUCTION AND UNION SECURITY**

- 3.1 The Employer recognizes the Union as the exclusive representative of all employees as defined in Article II hereof.
- 3.2 If a bargaining unit member does not pay the appropriate amount of dues or service fees to the Union, the Employer shall deduct that amount from the bargaining unit member's wages as authorized under MCLA 408.477 and remit same to the Union.

The Union shall indemnify and save the Board harmless against and from any and all claims, demands, or other forms of liability that may arise out of or by reason of complying with this provision, except where and said loss is caused by the school district's negligent conduct. If at any time this indemnification provision is declared unenforceable or void, this Article shall be declared nugatory.

During the period of time covered by this Agreement, the Employer agrees to deduct monthly from the pay of the Employee, all regular and usual dues, including initiation fees and other assessments of the Union, levied in accordance with its Constitution and by-laws, or representation fee equivalent to dues; provided, however, that the union presents to the Employer, an authorization signed by the employee allowing such deductions and payments to the union. Changes either as to additions in Union membership or changes in dues will be certified to the Employer in writing by the union at least one (1) month in advance of the effective date of the change.

The amount of dues will be certified in writing to the Employer by the Secretary-Treasurer of the Union. Normally, the deductions will be made the first pay of the month and the amount of the dues, forwarded to the Union no later than the 20<sup>th</sup> of the month.

For new employees, the payment of dues, or representation fee equivalent to dues, shall start no later than thirty-one (31) days following completion of the probationary period.

The Union will indemnify, defend and hold the Employer harmless against any claim made, and against any suit instituted against the Employer on account of any check-off of Union dues, or representation fee equivalent to dues, or discharge of an employee for failure to authorize the deduction of such dues, or representation fee equivalent to dues, or failure to pay dues, or representation fee equivalent to dues.

**ARTICLE IV**  
**REPRESENTATION**

- 4.1 All employees who are covered by this Agreement shall be represented by one (1) steward and one (1) alternate, for the purposes of grievance procedure and negotiating by stewards and a bargaining committee to be chosen by the Union.
- 4.2 The Bargaining Committee shall be composed of four (4) employees, one (1) member for each unit, chosen by the Union from this division. The Division Union Chairman, and such other Union officers and representatives as indicated in paragraphs 5.2 and 5.3.

**ARTICLE V**  
**JOB STATUS AND FUNCTION OF UNION OFFICERS**

- 5.1 If mutually agreed upon, the steward and/or alternate shall be paid by the Employer for time spent in the processing of grievances arising out of this Agreement during their regularly scheduled working hours, at their regularly scheduled rate of pay.
- 5.2 The Steward and/or alternate shall be governed by established rules, regarding the handling of employee grievances and negotiations as are indicated in the grievance procedure.
- 5.3 Division Officers may absent themselves from their assigned work to handle Union business when arrangements are made as far in advance as possible by the Division Chairman or other authorized representative. This lost time to be paid for by the Local Union.
- 5.4 The names of the officers, steward and alternate steward shall be given in writing to the Employer, and no steward or alternate shall function as such until the Employer has been advised of his selection in writing by the officers of the Local Union or Chairman of the Division or an International of Council Representative. Any changes in the steward or alternate shall be reported to the Employer in writing as soon as practicable.
- 5.5 Executive Officers of the international Union or their representatives duly authorized to represent the Union, and/or the President of the Local Union, if not employed by the Employer, will be permitted to participate in meetings relative to hours, wages and working conditions and will be paid his regular rate for time spent in such meetings, for the hours he would have otherwise worked.
- 5.6 Any steward or alternate having an individual grievance in connection with his own work, may ask for an Officer of the Division to assist him in adjusting the grievance.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

- 6.1 Notwithstanding anything in this Article to the Contrary, it is understood and agreed that nothing contained herein shall abridge the right of the individual employee to process his own grievance, consistent with the terms of this collective bargaining agreement, and subject to prior notice of the grievance to the collective bargaining representative.
- 6.2 A grievance shall be defined as an alleged violation, misinterpretation or misapplication of any provision of this Agreement. Any grievance not initiated as set forth herein within ten (10) calendar days shall be considered as having been waived and being null and void.
- 6.3 **STEP ONE:** A grievance shall be initiated by the employee communicating the alleged grievance to his/her supervisor or designee.

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

**STEP TWO:** A grievance which is not settled within ten (10) calendar days of the initiation thereof shall be reduced to writing on the Form attached as Appendix A hereto and signed by the aggrieved or the Steward. The grievance shall be specific and contain a synopsis of the facts giving rise to the alleged violation, date of the alleged violation, and relief requested. The Steward shall deliver the grievance to the appropriate Supervisor shall write his disposition on all copies of the grievance form and shall return a signed copy thereof to the Steward within ten (10) calendar days of the meeting. If the Supervisor's answer is not received within the time limit, the grievance shall be considered settled based upon the position of the Union in the Step Two meeting. If the decision of Step Two is not appealed to Step Three within the time limits, the grievance shall be considered settled on the basis of such decision and shall not be eligible for further appeal.

**STEP THREE:** If the grievance is not adjusted by the above steps, the Steward may, within ten (10) calendar days, forward the grievance to the Superintendent or his designee, who shall meet with the Union within ten (10) calendar days of receipt of the grievance and write his disposition of the grievance within ten (10) calendar days of the meeting. Both the union and the Employer shall have the right to request the presence of any and all parties who have been involved in the grievance at the meeting at this step. If the Superintendent's answer is not received within the time limit, the grievance shall be considered settled based upon the position of the Union in the Step Three meeting. If the decision in Step Three is not appealed to arbitration within thirty (30) calendar days, the grievance shall be considered settled on the basis of such decision and shall not be eligible for further appeal.

**STEP FOUR:** If the grievance is not adjusted by the above steps, the union would have the option to go before the Board of Education Sub Committee with the purpose of trying to work out a grievance, prior to going to arbitration.

**ARBITRATION:** If the Union is not satisfied with the disposition of the grievance by the Board of Education, the grievance may be submitted within thirty (30) calendar days to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

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

The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear its own expense in connection therewith.

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

## **ARTICLE VII** **SENIORITY**

- 7.1 New employees will be considered as probationary employees until they have been employed in a regular position for sixty (60) calendar days, at least forty five (45) of which must be during the time school is in session from September to June; however, fringe benefits shall accrue after ninety (90) calendar days. After sixty (60) calendar days, the employee should contact the Central Office to initiate all necessary applications and documents to assure benefits start on the ninety-first (91) day. After completing his probationary period, the employee's seniority date shall be the date he was last hired. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment as set forth in Section 3.1 of Article III of this Agreement. The employer shall have the right to discharge and discipline probationary employees and the action is not subject to appeal or grievance. Probationary employees shall not be entitled to any benefits, including, but not limited to, holiday pay, insurance, and accruing or taking sick leave or other types of leave, except as set forth above.

### 7.2 Seniority

- a. Seniority refers to the period that an employee has been in the service of the employer. Service begins when the employee is hired and continues from day to day until the employee is permanently separated from employment. Seniority is continuously accumulated unless an employee is laid off or assigned to a position outside the bargaining unit. Seniority does not accrue during these periods but is frozen and will be retained until the employee returns to work or has been outside the unit by promotion or layoff for two years or the duration of their seniority whichever is greater. Seniority is lost on resignation or termination.

- b. There are two types of seniority:  
“Classification Seniority” refers to the amount of time a person has worked in a job in a classification. Classification seniority is calculated in years and days. The length of a year is determined by the length of the full work year for the particular classification. A person accumulates classification seniority when he or she enters into a job within a classification. Seniority ceases to be accumulated when a person leaves a job in a classification.
- “Unit Seniority” refers to the time the person has worked for the employer in the unit represented by the Union. Unit seniority is calculated by calendar date. A person’s unit seniority commences the day and date the person is hired in the bargaining unit represented by the Union.
- c. Separate seniority rosters will be maintained for the purpose determining each employee’s seniority dates. A person may have seniority in more than one classification.
- d. Immediately following mutual ratification of this agreement, the parties will meet to review existing seniority rosters. The rosters will be adjusted to accurately reflect the seniority of each person in the bargaining unit and in a classification as computed by the system described above. The parties will mutually approve a seniority list within twelve months of the mutual ratification of this agreement. Thereafter, a seniority list will be prepared by the employer and presented to the union at the commencement of the school year.

#### Classifications

There are four classifications. They are (1.) Secretarial, (2.) Custodial, (3.) Food Service & (4.) Library Aide

- a. The Secretarial Classification includes: Assistant to the Principal Secretaries and Secretary
- b. The Custodial Classification includes: Maintenance and Custodial
- c. The Food Service Classification includes: Working Manager, Cooks & Cashiers
- d. The Library Aide Classification includes: Library Aide

#### Layoffs

- a. The Board may determine that it is necessary to reduce force. Force may be reduced due to economic emergency or lack of work. A person may not be laid off to impose discipline or as a pretext.
- b. The Employer will provide notice to the Union whenever the Employer concludes that layoffs are required. Not less than 28 days prior to imposing layoffs, a representative of the Board will meet with a representative of the Union to discuss the proposed layoff. The Employer will inform the union whether the proposed layoffs are required by economic emergency or lack of work. The board will present its proposal for layoffs and explain which positions it plans to eliminate. The Union may challenge the Board’s decision and offer alternatives. The board must give good faith consideration to the Union’s responses.

1. In the event that layoffs are caused by economic emergency the following protocol will be followed:
  - a. The Board will identify the person(s) whose job it proposes to eliminate.
  - b. The Board will layoff the person in a classification with the least classification seniority unless the Board can demonstrate just cause for deviating from the principle of seniority. The Union may dispute the deviation from seniority through the grievance procedure.
2. In the event that layoffs are caused by lack of work the following protocol will be followed:
  - a. The Board will identify the person(s) whose job it proposes to eliminate.
  - b. The Board will layoff the person in a classification with the least classification seniority performing the task(s) which the Board, in good faith, has concluded need no longer be performed.

#### Bumping

- a. A person whose position has been lay off identified (“LOI”) for elimination may use their system and classification seniority to displace a person with less seniority.
- b. A LOI person may choose to displace any other person in his or her classification provided that:
  1. The LOI person has the ability to perform the responsibilities of the job held by the person the LOI person seeks to displace, and;
  2. The person to be displaced has less classification seniority than the LOI person.
- c. If a LOI person is unable to displace a person in his or her classification, he or she may displace a person in another classification if:
  1. The person to be displaced has less bargaining unit seniority than the LOI person;
  2. The LOI person has the ability to perform the work of the person to be displaced;  
(This language subject to the grievance procedure)

#### 7.4 Seniority or continuous service shall be broken by:

- (a) Voluntarily quitting the service of the employer.
- (b) Failure of an employee to report his absence from a regularly scheduled work day for a period of five (5) consecutive days, or failure of employee on layoff to report or acknowledge such notice to report within five (5) days of written notice, shall be reported by the Employer to the Union in writing, and a copy of such report



shall be mailed by Certified Mail to the employee involved at his last known address as shown on Employer records. If, within seven (7) days thereafter, good and sufficient reason is not shown for failure to report, such employee shall be deemed to have voluntarily quit the service.

- (c) An employee who fails to accept any work offered in accordance with the provisions of this section in lieu of layoff or an employee on layoff who fails to accept any work offered shall also be deemed to have voluntarily quit the service.
  - (d) Discharge unless reversed by the grievance procedure.
  - (e) Layoff which extends beyond two (2) years or time-for-time, (all employees completing probation must be recalled for a minimum of two years) whichever is greater, shall result in termination. It shall be the employee's responsibility to keep the School Business Office informed of any change in address where he/she can be notified.
- 7.5 Supervisory employees shall not be permitted to perform work within the bargaining unit, except in the case of an emergency arising out of an unforeseen circumstance which calls for immediate action, and the instruction or training of employees, including demonstrating the proper methods to accomplish the task assigned.
- 7.6 Employees who are transferred or promoted to a job outside of the bargaining unit, within the Memphis School District, shall retain their seniority within the bargaining unit for a period of one (1) year. Thereafter, their bargaining unit seniority shall be terminated.

## **ARTICLE VIII TRANSFERS AND PROMOTIONS**

- 8.1 All job openings within the Bargaining Unit shall be posted on bulletin boards at least five (5) working days in advance of the filling of the position and no later than twenty (20) days after the vacancy occurs. A copy of all job openings shall be sent to the home address of the steward and the chairperson of the Union, so as to provide an opportunity for absent employees to apply for such openings. Bids shall be awarded within twenty (20) working days of the posting date.
- 8.2 If a vacancy is of an emergency nature (i.e. death of an employee in position, sudden retirement or departure of an employee from a regular position with limited notice), supervision may designate a temporary substitute for a period not to exceed thirty (30) working days. If the temporary substitute works in the position for over thirty (30) working days, he starts his probationary period and is liable for the payment of Union Dues. This language does not pertain to substitutes who may be filling in for regular employees on leave. Temporary help may be hired for routine maintenance, cutting of grass and painting during the months of May, (last two (2) weeks) June, July, August and September (first two (2) weeks), with a limit of one (1) person. (does not have to be the same person for the entire time.) In regard to lawn maintenance, the Union and Board agree to allow one additional month to a seasonal employee, who will be a part-time Union employee, with the same pro-rated benefits provided in Article IX – 9.8,

with the understanding that they are also pro-rated for a five (5) month seasonal position.

- 8.3 In the event of a job opening, bargaining unit employees will be given first opportunity to bid on said opening and shall fill said vacancy if they have the knowledge and ability to capably perform the job. Where those factors are relatively equal, the length of continuous service shall govern.
- 8.4 An in-service training program will be established by the employer, in order to familiarize the successful applicant with his/her new job routine. Any employee filling a vacancy by promotion shall be given up to ninety (90) calendar days to prove his or her ability. A pre-evaluation shall be done with said employee within the first 30 days in the position, to determine the employee's ability to meet the necessary job requirements. A second pre-evaluation shall be done within 30 days of the first pre-evaluation. Provided the employee has effectively and satisfactorily met the job requirements, as determined by the immediate supervisor, he/she shall continue on with their 90 day probationary period and maintain their position. If said employee should fail the first evaluation, but successfully meet the requirements at the second evaluation, an additional 30 day trial period will take place to determine if said employee meets the job requirements. Should said employee fail two evaluations within the 90 day period, it shall be cause for dismissal from the position and the employee shall return to his or her former position without prejudice, at the rate of pay for such position. In no case shall an employee have less than 60 days to prove themselves. Administration may have up to 120 calendar days to determine if an employee is able to meet the required skills for the position.
- 8.5 Beginning with the first day of employment in the higher classification, the employee shall be paid the rate agreed upon for the classification, but shall still be subject to the ninety (90) day period provided in the immediately preceding paragraph.
- 8.6 Employees may exercise their prerogative to refuse a transfer or a promotion without bias or loss of seniority.
- 8.7 No new employee shall be hired to fill a vacancy except to the lowest classification, as long as there are bargaining unit employees who have applied and are qualified under 8.3.
- 8.8 Employees to be laid off shall receive at least fourteen (14) calendar days notice of layoff.
- 8.9 Upon recall of laid-off employees, employees with the most seniority will be recalled first.

**ARTICLE IX**  
**HOURS OF WORK**

- 9.1 Except for employees hired for less than eight (8) hours, the regular working day is eight (8) hours per day (Monday through Friday or Tuesday through Saturday if working the Saturday Shift). All hours worked over the regular scheduled work day of eight (8) hours per day (Monday through Friday or Tuesday through Saturday, if working the Saturday Shift), will be paid at the rate of one and one-half (1-1/2) times the hourly rate, not including an unpaid lunch period of one-half (1/2) hour. The only exception is for employees working the afternoon (12 p.m. to 11 p.m.) shift who receive a paid lunch as a premium.

When the District is in need of a maintenance or custodial employee to cover events on Saturdays, the offer of changing to a Tuesday through Saturday shift will be offered by Seniority.

If no one wishes to accept the change of assignment for a particular Saturday event, the person with the least Seniority will be assigned by Administration to man the position.

Every effort will be made to make the adjustment in shift as soon as a Saturday event has been scheduled which requires coverage. However, the District must notify the custodian at least three (3) weeks prior to the event. These shift adjustments will be limited to twelve (12) events per fiscal year.

Employees will be paid overtime for any day that an employee works more than eight (8) hours, or any week an employee works more than forty (40) hours. Double time when in excess of forty-eight (48) hours.

Secretaries will be offered (by building & by seniority) all hours that exceed their scheduled hours, for work that would be considered of a secretarial nature.

- 9.2 Subject to the Employer's Management right to establish starting and quitting times and work schedules and except for employees hired for part-time work; the Employer will establish the starting and quitting times for each employee at the beginning of the school year with the consent of the Union, and these hours may not be changed thereafter without the consent of the Union and/or the employee involved.

Kitchen hours will be established within the first two weeks of school however, management reserves the right to make adjustments if it becomes necessary.

- 9.3 Management may, however, change the starting and quitting times without the consent of the Union and the employee when such change is thirty (30) minutes or less and does not reduce total daily hours, and when the change is related to seasonal work and not to avoid the payment of overtime wages.

- 9.4 Custodial employees working on shift other than days shall during the Christmas, Spring, and Summer recesses work the day shift as established at the beginning of the school year.

Management and the Union may, with mutual consent, on a yearly basis, enter into a four day-ten hour summer schedule agreement.

- 9.5 Any employee called into work for an unscheduled assignment outside his or her regular working hours, shall receive a minimum of two (2) hours pay to complete the job.
- 9.6 Overtime will be equalized to the fullest extent possible. However, employees working less than eight (8) hours daily shall be assigned work first, then regular employees will be given the next opportunity to do so.

If any group, outside of a school group uses any of the school buildings, it is necessary that a custodian be present. It is understood that groups supervised by Board of Education members and/or administration will not require a custodian to be present for the entire function. However, ample time will be provided for clean up deemed necessary by management following the activity.

**School Sponsored – Custodians not Needed**

Sports Teams – School Coaches  
Booster Meetings  
Band  
Student Council  
Coaches Meetings

**Outside Groups – Custodians Needed**

K of C Free Throw  
Car Show Craft Show  
Three (3) on Three (3)  
Weekend Wrestling Meets

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Boy Scouts  
Girl Scouts                      During Regular Operating Hours  
Fire Dept

Management and Union agree to study the need for custodial services for intramurals and other activities not listed above.

- 9.7 Manning procedure to cover absences for any reason shall be as follows:
- (a) Whether the job is manned is at the discretion of the Employer.
  - (b) Anyone wanting to work overtime will sign an overtime list that he/she wishes overtime and will work it if offered overtime.
  - (c) If the Employer decides to man the job when an employee is absent, except as otherwise provided in Section 8.2 hereof, it shall be done in the following order:
    - 1. Regular substitutes will be used first, but not if this results in payment of overtime rate to the regular substitute;

2. Then Employer can use another employee in the same building who works less than an eight (8) hour day;
3. Then Employer can man the job by offering overtime to other employees in the same building;
4. Then Employer will make not more than five (5) calls to offer overtime to employees on the overtime list.

9.8 Part-time employee is defined as regular employment of three (3) hours per day or less.

Part-time employees only, will be allowed to join the S.E.I.U. with the following understanding. (Substitutes are not part of the bargaining unit)

- a. A waiver of all insurance benefits listed in Article XVI.
- b. Deletion of breaks language Article 18.2.
- c. Absences will be filled by part-time employees before calling in a substitute.
- d. All sick leave will be pro-rated.
- e. All holiday pay will be pro-rated.
- f. Waiver of any vacation pay.
- g. Remainder of S.E.I.U. contract benefits will be on a pro-rated basis.

It is understood that the purpose and intent of this provision is not to replace full time personnel or positions with part-time employees. This is also to include replacement of employees by attrition.

In the event of a layoff or elimination of a job position, part-time positions will be eliminated first.

It is agreed that Memphis School Board may bring in one additional part-time employee to act as a custodian in addition to the part-time position that now exist. Any new part-time position that may be created must be agreed upon by the Board and Union and is subject to the negotiation process.

## **ARTICLE X** **COMPENSATION**

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

## **ARTICLE XI** **VACATIONS**

11.1 All S.E.I.U. employees, who are eligible for paid vacation, will be credited with vacation as follows: one (1) week after one (1) school year of employment. Two (2) weeks after two (2) school years of employment. Three (3) weeks after five (5) school years of employment. Four (4) weeks after ten (10) school years of employment. (Example: An employee hired between July 1 and September 1 of 2007, will be eligible for one (1) week of vacation beginning on July 1, 2008. An employee hired after September 1, 2007, would not be eligible for paid vacation until July 1, 2009.)

- 11.2 Paid holidays falling within a paid vacation will not be charged against the earned vacation time. Employees shall be permitted to choose vacation time, subject to the exigencies of employment needs. Whenever possible, the employee shall have the right to choose the time of his/her vacation. Vacation time will not be granted to custodial/maintenance workers, for the week prior to the start of the students return. (Ex: school starts first week of September, no vacation will be granted for the last week of August) Senior employees shall have first choice. (no more than two (2) employees, of any unit, may be allowed vacation during the same period of time)
- 11.3 Any employee who terminates his/her employment with the Employer shall be entitled to take his/her prorated accumulated vacation pay at the rate of pay received by said employee at the time of his/her leaving. Vacations must be taken on a yearly basis and not accumulated unless prior approval is received in writing from the Superintendent of Schools. Vacations for ten (10) month employees should be taken during the summer however, if approval is obtained from the building administrator or immediate supervisor in charge and arrangements can be made, vacations may be taken at other times. Vacation pay shall be paid at the time of the vacation, if the vacation is taken during the school year. Anticipated vacations must be requested thirty (30) days in advance. Unanticipated vacations must be requested a minimum of five (5) days in advance and may be granted by the Superintendent based on the district's needs and staffing. (no more than two (2) employees, of any unit, may be allowed vacation during the same period of time)
- 11.4 No vacation time will be earned if absence from work exceeds two (2) months.
- 11.5 All vacation pay will be prorated and paid on actual time worked.

## **ARTICLE XII** **HOLIDAYS**

- 12.1 The following regular Holidays shall be observed and all employees shall be paid their usual and regular rate of pay. Ten month employees are not entitled to holiday pay for Independence Day.
- (a) New Year's Eve
  - (b) New Year's Day
  - (c) Good Friday
  - (d) Easter Monday
  - (e) Memorial Day
  - (f) Independence Day
  - (g) Labor Day
  - (h) Thanksgiving Day
  - (i) Friday following Thanksgiving Day
  - (j) Christmas Eve
  - (k) Christmas Day

If a holiday falls on Sunday, the Employees will observe the same on Monday; if a holiday falls on Saturday, the Employees will observe the same on Friday. In the event that back-to-back holidays fall on Friday & Saturday or on Sunday & Monday, administration shall determine where the holiday will be honored, so

long as no employee loses pay for a holiday and that the employee is not expected to work in between the holidays. (Example: If back- to-back holidays fall on Friday & Saturday, administration may choose to honor them on Thursday & Friday or on Friday & Monday. If the holidays fall on Sunday & Monday, administration may choose to honor them on Friday & Monday, or on Monday & Tuesday.) These days and dates shall be determined in advance, on an annual basis, when and if the situation occurs.

Easter Monday – Exception: If students have school on Easter Monday, employees work and are paid the same as any other regular school day and are given a floating day off, at regular pay, to be approved in advance, with no more than one (1) from each unit out on a given day.

Should an employee be required to work on any of the holidays listed above, the employee shall earn double (2) times their regular rate of pay in addition to the holiday pay.

- 12.2 An employee, except for good cause shown, to be eligible for holiday pay must have worked the last scheduled day prior to and the next scheduled working day after such holiday within the scheduled work week. An employee excused by the Employer from work on the last scheduled working day prior to or on the next scheduled working day after such holiday within the scheduled work week, but not both, shall be deemed to have met the eligibility requirements of this paragraph.

### **ARTICLE XIII** **LEAVE OF ABSENCE**

- 13.1 Upon application by the employee to the Employer, unpaid leaves of personal absence may be granted in the case of justifiable reasons.

Leave of personal absence shall not exceed twelve (12) months. Seniority of the employee will not accumulate during leaves of absence under this paragraph which exceed six (6) months. Leaves of personal absence not in excess of the maximum time provided for in this paragraph may be extended upon written application of the employee and upon the approval of the Employer in advance of the expiration date. Dispositions of all requests for leaves of absence and extensions thereof shall be in writing. Substitutes used to cover personal leaves of regular employees are not to be considered as regular employees.

Any employee returning from a leave of six (6) or more months must work at least ninety (90) days before being granted another leave of the same type. (Illness-Same) Other types of leaves may be granted without the same restrictions. Employees returning from an extended leave must give at least fifteen (15) days notice of intent to return.

- 13.2 Any employee who accepts other employment while on leave from the Employer will be considered to have terminated his/her employment. Any employee who does not report back to work by the expiration date as set forth in his/her leave of absence notice, or does not receive an approved extension shall be deemed to

have voluntarily quit the service of the employer pursuant to paragraph 7.4 of this Agreement.

13.3 Leaves of absence with pay, not chargeable against the employee's accumulated leave shall be granted for the following:

- (a.) A maximum of five (5) days per occurrence for a death in the immediate family. Any additional days needed for death in the immediate family will come from the personal leave days. (Note: family is defined as parents, siblings, Grandparents, children, grandchildren, spouse, parents-in-law, and individuals for whom you have legal guardianship.)

Leave begins the day following the death. The next five days are five week days in which business could be conducted. (Monday – Friday) It excludes holidays and weekends.

If the death occurs after the last employee day in any vacation period (for employees hired less than year round), but before five (5) days prior to return, the employee is not entitled to five work days for death in the immediate family.

- (b.) Up to three (3) days, may be granted, for critical illness in the immediate family or to make arrangements for medical or nursing care for an emergency illness in the immediate family. However, the Board may require verification of the need at its discretion.
- (c.) Two (2) personal leave days annually will be allowed at Employers approval.

Request for personal leave days shall be made at least three (3) days in advance, when possible.

13.4 Application to have absences charged against sick leave will be made in accordance with administrative directive.

13.5 Any employee covered by this Agreement who enters upon the active duty in the United States Military Service, who:

- (a) is still qualified to perform the duties of his/her former position, and
- (b) makes application for re-employment within ninety (90) days after he/she is released from active duty,

shall be restored to his/her employment and his/her status with respect to other employees shall be the same as if he/she had not entered the service as hereinabove provided for.

13.6 Employees elected or appointed to Union or public office may be granted leaves in excess of twelve (12) months. Seniority of such employees shall not accumulate during leaves of absence under these conditions, except as provided for in paragraph 13.1 of this Agreement.



- 13.7 Maternity/Child Care – An unpaid leave of absence of up to two (2) years shall be granted upon the request of the employee for the purpose of child care for children in the immediate family (as described by IRS dependency standards). In the event of death of a child, the leave may be terminated upon request of the employee. Upon return to work, the employee shall be placed at the same wage scale he/she had when leave was granted. The employee will be returned to the same or similar position he/she had prior to taking leave.

**ARTICLE XIV**  
**SICK LEAVE**

- 14.1 Sick leave shall accrue at the rate of one (1) day per month for each month of active employment during the term of this Agreement. Ten-month employees shall accrue sick leave at the rate of ten (10) days per year. Accumulation shall be limited to a maximum of ninety (90) days. Members will be paid at their current hourly rate of pay for any accumulated days over and above the 90 day accumulation, at the end of each fiscal year. Sick leave will not be granted for the day before or after a holiday or a vacation.

- 14.2 A certificate of inability to work by reason of illness from a certified physician may be required as evidence of the illness before sick leave for a period of illness is allowed. Sick leave shall be granted for all injuries unless incurred on job outside the school system for which financial enumeration is being received.

Any employee that uses five (5) consecutive workdays of sick leave shall provide a doctor's verification of physical fitness to return to work.

- 14.3 Any employee who cannot be at work due to illness or other emergencies must provide as much advance notice as possible, but in no instances less than one (1) hour prior to the start of the shift.

- 14.4 Accumulated sick leave may be traded at the rate of two (2) sick days for one (1) additional vacation day for use during unpaid breaks in school calendar. This may be used on two (2) occasions each year.

- 14.5 All members of the bargaining unit may have the option at the beginning of the fiscal year to contribute one (1) sick day to a sick bank. Only those members who declare to join the sick bank and who contribute to the sick bank will be allowed to use the sick bank.

Sick bank days can be used only by employees that have used up all of his/her own accumulated sick leave due to illness or injury, and have opted to belong to the sick bank.

The employee who is to receive the donated sick days, must be off more than one (1) week, and cannot use more days than the amount of participants in the plan, in any fiscal year. (ex: 15 members donate 1 sick day – no employee can draw more than 15 days per fiscal year.)

- School fiscal year constitutes July 1 to June 30.

Days contributed by members leaving the employment of the district shall remain for the use of the bank.

At the beginning of the school year, if the accrued number of days is less than seven (7), a new assessment of one (1) day per member will be instated.

If during the school year the bank becomes depleted, a special assessment shall be made.

New employees need to declare if they wish to join the bank. If they join the bank, the 1<sup>st</sup> accrued sick day they receive, following their probationary period, will be given to the bank. New employees would not be able to draw on the sick bank until their 90 day probationary period is completed.

## **ARTICLE XV**

### **SUPPLEMENTAL WORKER'S COMPENSTION**

- 15.1 Any employee who is absent because of an injury or a disease compensable under Michigan Worker's Compensation Law shall receive from the employer, from the employee's accumulated sick leave only, the difference between the statutory allowance under the Worker's Compensation Act and his/her regular salary, with a prorated subtraction of one-third (1/3) day for each day used of said accumulated sick leave (at the employee's option) until the same has been depleted.
- 15.2 An employee, while absent due to a compensable injury under the Michigan Worker's Compensation Act, shall accumulate seniority, vacation time and sick leave benefits as provided for in this contract as though he/she would have worked. However, accumulation of benefits, except seniority, shall cease at the end of two (2) years from the date of the approval of benefits under the Worker's Compensation Act.

## **ARTICLE XVI**

### **INSURANCE**

- 16.1 Hospitalization – Full family MESSA Choices \$10/\$20 Prescription Co-Pay, Health Insurance Program shall be made available to each SEIU employee under contract, who work in excess of six (6) hours per day.
- a. Reimbursement Pool – There shall be a \$1,750.00 reimbursement pool established upon ratification date. This pool shall be on a first come first served basis, beginning July 1<sup>st</sup> of each year for the unit. On July 1<sup>st</sup> of each year, up to \$1,750.00 will be added, provided it doesn't exceed \$3,500.00 total amount in the pool. The District assumes the responsibility of the TPA Rates.
- b. Other Insurance – The Board and the Union will look at "Like Language" alternatives for current health coverage, for the purpose of cost savings. Any change may not be arbitrarily withheld and shall be mutually agreed upon.
- 16.2 An employee may advise the employer that they have available to them a comparable medical and hospitalization insurance program through a spouse or

other household member and upon said written notification, elect not to be covered while said other hospitalization insurance program effectively covers said employee and in return receive for any year in which they have elected not to be covered under the Memphis employer hospitalization coverage an additional \$1,200 to paid in two (2) equal installment payments at the beginning of each semester. Should the other hospitalization and medical coverage be terminated for said employee, they are immediately, in writing, notify the employer to be re-enrolled in the hospitalization medical coverage as provided above (subject to the enrollment rules of the carrier). The employee will be required on a pro rata basis to reimburse in proportion to the term of the re-enrollment during a semester in which the bonus was paid.

- 16.3 Employees in this unit shall receive \$50,000 worth of life insurance. (excluding part-time employees)
- 16.4 Vision care with Cooperative Vision Cooperative Inc., under Service Account #046, shall be provided for all employees in the Unit.
- 16.5 All employees with the exception of part-time employees as defined under Article IX – 9.8, shall be entitled to dental coverage with the Board paying full cost for employees, under Delta Dental Plan of Michigan or a comparable plan, which will provide coverage at 75% for Class I and Class II Benefits and 50% for Class III Benefits.
- 16.6 In the event of lay-off, or upon exhaustion of sick leave, personal days and vacation, due to illness or non-job related injury and certified by school physician, health and other insurance benefits will be provided for sixty (60) days, with the exception of Dental which shall be to the next billing period.
- 16.7 Employees will be extended the provisions of COBRA which provides certain insurance continuation rights following separation of employment.

## **ARTICLE XVII** **SEVERANCE PAY**

- 17.1 A retirement allowance of seventy-five (75) percent of all accumulated sick leave will be paid to the employee who qualifies for immediate retirement as required by the Michigan Public School Employees Retirement Board and providing the employee shall have a minimum of five year's service in the district.

Employees with five (5) years seniority shall be entitled to seventy-five (75) percent payoff of accumulated sick leave upon termination of employment. Employees terminated for just cause are excluded from this provision.

Active employees who pass away in the active service of the school district shall have their beneficiary noted on MPSE Retirement Plan, receive one hundred (100) percent of accumulated sick leave.

**ARTICLE XVIII**  
**GENERAL PROVISIONS**

- 18.1 Bulletin boards will be provided for the use of the employees. Bulletin boards will be used for posting of notice of legitimate employee activities only, and in no case shall advertising political, obscene or scurrilous printed or written matter be placed on any bulletin board.
- 18.2 All employees shall be entitled to two (2), fifteen (15) minute breaks without loss of pay. One prior to the employee's meal period and one following.
- 18.3 Reasonable length of time shall be granted all employees to clean up before the end of the workday.
- 18.4 The Employer will issue paychecks to the employees on Friday of every other week.
- 18.5 Any employee selected for a supervisory position shall have six months in which to elect to stay in such capacity, or return to the bargaining unit without loss of seniority. An employee promoted outside the bargaining unit shall accumulate seniority within the bargaining unit for a period of one (1) year. Thereafter, his/her bargaining unit seniority shall be terminated.

Should a promoted employee return to the bargaining unit before the end of one (1) year, he/she shall have the time spent outside of the unit subtracted from his/her bargaining unit seniority unless the return occurs prior to the end of the probationary period.

- 18.6 If an employee covered by this Agreement is called for jury duty, the employee shall be compensated by the Employer for the difference between what he/she received for such duty and what he/she would have been paid had he/she worked. Employer may require such proof as it deems necessary to establish that an employee has been selected for such duty and has served in such capacity. An employee selected for jury duty shall be expected to report for his/her regular shift if jury service does not unreasonably interfere with working hours.
- 18.7 Administration will determine how many maintenance/custodial staff will be required to report on "Act of God Days". For the first three (3) Act of God Days, members of this union will receive their regular rate of pay and those REQUIRED to report will receive comp time for all hours they actually work, in addition to their regular pay.

In the event the district should have to cancel school more than three (3) days, all staff will be required to report and will be paid their regular pay. If the employee feels that they cannot get to work, or they should choose not to report on an "Act of God" day, they will be required to use personal, vacation or sick pay from their own accrued days. However, employees will be required to use personal or vacation time first before using sick days. No employee will be granted comp time beyond the first three (3) days.

- 18.8 Lockers will be provided for custodians and cafeteria employees.
- 18.9 Cafeteria employees will be paid the rate of pay for the position they are serving in, for the time served in that position.
- 18.10 Secretaries, library aide(s) and food service employees will be provided with one (1) day of in-service training each year. Secretaries and library aides shall work on those days designated as conference days in the school calendar. Food service employees will have the option to work on conference days, however, compensation for food service employees for such days shall be granted only for those hours actually worked.
- 18.11 If a laid-off employee is called back to work, his/her fringe benefits will start immediately and insurance benefits at the next ensuing billing date.
- 18.12 Uniforms – Custodial staff will receive eleven (11) uniforms per person, which will be laundered through a service at the expense of the district. All maintenance and custodial staff will receive up to \$50 for shoes, each year. Kitchen workers will receive five (5) smocks and a shoe allowance, each year, not to exceed \$50 (for shoes) per employee. (receipts must be submitted by both maintenance/custodial staff and kitchen employees and the employee will be reimbursed for the actual amount of the shoes) The two (2) maintenance employees will be provided with one winter coat per three (3) year contract.
- 18.13 Tools or equipment requested in writing of the employee by the Employer which are damaged or lost while in the performance of job duties, shall be reimbursed at the rate of value determined by the district.
- 18.14 If a bargaining unit member is assigned to call and maintain reports for substitute teachers, said person will be compensated at a rate to be negotiated.

The compensation will be distributed in equal payments upon the request of the bargaining unit member. The school district shall also furnish a phone installed at the bargaining unit member's home, which shall be maintained at the school's expense.

- 18.15 The Board of Education will provide a pass to each SEIU member for use by the member and one (1) guest, for athletic events, student plays and student concerts.

### **SCHEDULE A**

1. Longevity pay will be paid once each year as one payment in the second pay check in June and based upon full years of continuous service as of January 1, of the current year. Longevity pay shall be prorated for employees who retire in mid-year.
2. This benefit will expire on the expiration date of this contract and will not be paid after expiration unless renegotiated into the new contract.

3. Days taken without pay (dock days) will be deducted from longevity at the rate of \$5.00 per day. For the purpose of this calculation, such dock days would need to occur within the 12 month period preceding July 1.

For the purpose of this sub-section, said dock days would be the result of exceeding earned sick and personal leave days taken without benefits that have been approved by the Board of Education.

4. Longevity rate table reflects pay after years of continuous service in the first column through the including continuous years of service in the second column.

Calculated as follows: Hourly rate x regular per diem hours x 200 x % as would be applicable.

3 – 5 years	2.0%
6 – 8 years	2.5%
9 – 10 years	3.0%
11 – 14 years	3.5%
15 – 19 years	4.0%
20 – 24 years	4.5%
25+ years	5.0%

Employees hired after June 30, 2009 will have longevity calculated as follows:  
Hourly rate x regular per diem hours x 200 x% as would be applicable under the following scale:

10 – 14 years	3%
15 – 19 years	3.5%
20 – 24 years	4%
25+ years	5%

## SCHEDULE B

### Wages

<u>KITCHEN</u>		<u>2006-2007</u>
Food Service Director	Start	13.40
	90 days	13.80
	1 year	14.33
H.S. Cook	Start	11.05
	90 days	11.40
	1 year	11.86
H.S. Assistant	Start	9.73
	90 days	10.02
	1 year	10.42
H.S. Cashier I	Start	8.67
	90 days	8.93
	1 year	9.29
H.S. Cashier II	Start	8.67
	90 days	8.93
	1 year	9.29
H.S. Snack/Cashier	Start	8.32
	90 days	8.58
	1 year	8.94
H.S. Server	Start	8.32
	90 days	8.58
	1 year	8.94
Elem. Cook	Start	10.20
	90 days	10.52
	1 year	10.94
Elem. Assistant	Start	9.73
	90 days	10.02
	1 year	10.42
Elem. Cashier I	Start	8.67
	90 days	8.93
	1 year	9.29
Elem. Cashier II	Start	8.67
	90 days	8.93
	1 year	9.29

**LIBRARY**

<b>Library Aide</b>	<b>Start</b>	<b>10.84</b>
	<b>90 days</b>	<b>11.18</b>
	<b>1 year</b>	<b>11.76</b>

<b>Media Tech</b>	<b>Start</b>	<b>11.66</b>
	<b>90 days</b>	<b>11.91</b>
	<b>1 year</b>	<b>12.43</b>

**SECRETARIAL**

<b>Asst. to the Principal</b>	<b>Start</b>	<b>13.19</b>
	<b>90 days</b>	<b>13.43</b>
	<b>1 year</b>	<b>13.94</b>

<b>Secretary</b>	<b>Start</b>	<b>12.70</b>
	<b>90 days</b>	<b>12.95</b>
	<b>1 year</b>	<b>13.47</b>

<b>Clerk</b>	<b>Start</b>	<b>10.27</b>
	<b>90 days</b>	<b>10.62</b>
	<b>1 year</b>	<b>11.21</b>

**CUSTODIAL**

<b>Maintenance</b>	<b>Start</b>	<b>13.62</b>
	<b>90 days</b>	<b>14.59</b>
	<b>1 year</b>	<b>14.91</b>

<b>Custodian</b>	<b>Start</b>	<b>13.02</b>
	<b>90 days</b>	<b>13.65</b>
	<b>1 year</b>	<b>14.06</b>

<b>Lawn Cutter</b>		<b>11.34</b>
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<b>Athletic Aide</b>	<b>Start</b>	<b>11.21</b>
	<b>90 days</b>	<b>11.45</b>
	<b>1 year</b>	<b>11.69</b>



**ARTICLE XIX**  
**TERMS OF AGREEMENT**

- 19.1 This Agreement shall be in effect from July 1, 2009, and shall remain in full force and effect to June 30, 2013.

Either Party to this agreement may issue a notification of their intent to re-open the current collective bargaining agreement if:

1.) The District's audited General Fund Balance decreases by more than \$280,000 when compared to the June 30, 2009 audited General Fund Balance. The decrease in the District's General Fund Balance must be a result of an increase in the cost of health benefits, retirement contributions, or a decrease in the number of students enrolled in the District, based upon the official 4<sup>th</sup> Wednesday blended count, and/or a decrease in the level of the per pupil allowance, which results in a reduction in state funding. The decrease excludes any transfers out of the General Fund and the district must notify S.E.I.U. of its intention to re-open the current collective bargaining agreement.

2.) The District's audited General Fund Balance increases by more than \$200,000 when compared to the June 30, 2009 audited General Fund Balance. The increase in the District's General Fund Balance must be a result of a decrease in the cost of health benefits, retirement contributions, or an increase in the number of students enrolled in the District, based upon the official 4<sup>th</sup> Wednesday blended count, and/or an increase in the level of per pupil allowance, which results in an increase in state funding. The increase excludes any transfers out of the General Fund and S.E.I.U. must notify the District of its intention to re-open the current collective bargaining Agreement.

The District shall make a copy of the District's fiscal year audited financial statements available to the S.E.I.U. not later than November 30, of each year.

This agreement will expire on June 30, 2013.

- 19.2 If any law existing or hereafter enacted, or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto upon notice to the other, may reopen for negotiation, the invalidated portion and if an agreement hereon cannot be reached within thirty (30) days, either party may submit the matter to the State Labor Mediation Board.
- 19.3 Copies of the newly signed Agreement shall be made available to all Union members within thirty (30) days of signing.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**SEIU LOCAL 517M SIGNATURES**

\_\_\_\_\_  
  
\_\_\_\_\_

**BOARD OF ED. SIGNATURE**

\_\_\_\_\_  
**Harold Burns, President**

**SUPERINTENDENT**

\_\_\_\_\_  
**Dr. David S. Symington**

**LETTER OF UNDERSTANDING**  
**CAFETERIA PLAN AND TAX SHELTERED ANNUITIES**

The Union and the District hereby agree to implement the Memphis Community School District Cafeteria Plan (the "Plan") as adopted by the District's Board of Education on December 18, 1996, and to substitute the benefits available thereunder for the option to receive an allowance for investment in a tax sheltered annuity and/or other optional insurance or other benefits in lieu of health insurance coverage ("Investment Allowance") as provided in Article XVI of the Master Agreement. The benefits available under the Plan shall be provided in the same amount as the available Investment Allowance, less any tax liability incurred by a member of the Union for choosing any such benefit(s). Members of the Union who choose to receive a cash benefit as provided under the Plan may invest the benefit in a tax sheltered annuity with an annuity company and in accordance with a salary reduction agreement as approved by the District.

**SEIU, ALF-CIO, Local 516M**

**Memphis Community Schools**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **MEMORANDUM OF UNDERSTANDING**

### **CAREER DEVELOPMENT AND TRAINING**

The Board and the union recognize a need to provide an opportunity for employees to engage in training and career development which will lead toward the increase of one's skills, knowledge and abilities to perform official duties, present and future.

The Board agrees to focus, where reasonable and feasible, some of its resources towards employees in classifications covered by this Agreement, in order that they be offered an opportunity to train, increase their knowledge and skills in areas that will potentially lead to improved efficiency and value to both the Board and employee(s).

The Board and Union agree the above undertaking will require careful study, organization and implementation in order to meet the above stated goals.

Therefore, both parties have agreed to the following:

- a. A joint Career and Training Committee shall be established consisting of two (2) representatives of the Board or its designees. That committee shall have the broad responsibility of defining appropriate career and training opportunities, and to investigate assignments of any priorities to specific training needed and the general scope of the program. The chairperson of this committee shall be designated by the Board.
- b. The committee shall be established and begin its work at an agreeable date sometime after October 15, 1989 and before February 15, 1990.
- c. The Committee shall as expeditiously as possible establish the procedures, policies, goals and objectives that will lead to a Career Development and Training Program that will encompass the scope and intent of this memorandum. The Administration of the program shall then be the responsibility of the Board.