

AGREEMENT

BETWEEN THE

COVERT PUBLIC SCHOOLS

AND THE

COVERT PUBLIC SCHOOL EMPLOYEES
SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 517M

JULY 1, 2009 THRU JUNE 30, 2012

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AGREEMENT

This Agreement entered into this _____ day of _____, 2009, by and between the Covert School District, hereinafter referred to as the “Employer”, and the Service Employees International Union, Local 517M, hereinafter referred to as the “Union”.

ARTICLE 1

PURPOSE AND INTENT

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

Employees are expected to work everyday and complete their assigned daily duties with care, concern for safety and due diligence.

Provisions covering Child Care Givers in the Agreement are found in Addendum #1 of this Agreement.

ARTICLE 2

RECOGNITION

Section 1.

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

Section 2.

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

ARTICLE 3

UNION SECURITY

Section 1.

All employees within the bargaining unit shall upon completion of their probationary period, either become Union members, or pay to the Union a Service Fee determined in a legally permissible manner, an amount not to exceed the monthly dues.

- (a.) For the purpose of this Agreement, the term “dues” mean all dues uniformly charged by Unit 20 and Local 517M, SEIU.
- (b.) For those employees who voluntarily execute written payroll deduction authorizations, the Employer agrees to deduct from their first paycheck each month the regular monthly dues in the amount certified to the Employer by the Secretary-Treasurer of the Local Union, on January 1 of each year, along with a dues check off list, and forward same within the next fifteen (15) days following such deductions.
- (c.) The Union agrees to indemnify and save the Board and including each individual School Board Member harmless against any and all claims, demands, suits, costs or other forms of liability, including back pay and all court or administrative agency costs that may arise out of, or by reason of, action by the Board for the purpose of complying with this Article.

Section 2.

All employees shall either sign and deliver to the Employer an assignment authorizing deduction of membership dues or Service Fee, or cause to be paid to the Union the Service Fee and forward same within the next fifteen (15) days following such deductions. In the event that an employee shall refuse and fail to do so, the Employer shall, at the request of the Union, deduct the Service Fee including delinquent amounts, if any from the employee's wages and remit it to the Union in accordance with the procedure below.

Section 3.

In cases on non-payment of the Service Fee, the Union shall provide written notice to the employee of non-compliance, explaining that he/she is delinquent in not tending the Service Fee. If the employee fails to comply within fourteen (14) days, the Union shall give written notice to the Employer that the employee has failed to tender the Service Fee. The Employer shall, upon such notice from the Union, act pursuant to Section 2 above.

ARTICLE 3 - UNION SECURITY (CONTD)

Section 4.

The Union agrees to indemnify and save the Board and including each individual School board Member harmless against any and all claims, demands, suits, costs or other forms of liability, including back pay and all court or administrative agency costs that may arise out of, or by reason of, action by the Board for the purpose of complying with this Article.

ARTICLE 4

COMMITTEE ON POLITICAL EDUCATION (COPE)

Section 1.

COMMITTEE ON POLITICAL EDUCATION (COPE): During the term of this Agreement, the Employer will honor a written authorization signed by any employee for the deduction of voluntary committee on political education (COPE) and/or SEIU Local 517M Political Action Committee contributions to the Union. Such written authorizations shall be on a form consistent with federal law and this Agreement, and shall be in accordance with the standard form submitted to the Employer and the Union.

Section 2.

The Union shall notify the employer, in writing, of the amount of voluntary COPE contributions to be remitted to the Union. The Employer will cause such voluntary contributions to be remitted at the same time all other monthly remittances are forwarded to the Union, together with a written statement of the names of the employees from whom deductions were made.

Section 3.

Nickel per transaction to be reimbursed to the Employer per month.

ARTICLE 5

REPRESENTATION

Section 1.

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

Section 2.

Nothing contained herein shall abridge the right of the individual to process his own grievance upon notification to the Employer and the Union of his intent. The Union may have a representative present at all discussions of the grievance and any adjustments that may result therefrom shall not be inconsistent with the terms of this Agreement. The Employer agrees to give the Union advance notification of any meetings with individual grievants at Level Two or above of the grievance procedure.

Section 3.

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

Section 4.

The Board agrees to notify the SEIU President or President's designee, of any new permanent hires to positions that are included in the recognition clause of this Agreement. This notification will include the position of the new employee and first day he/she reported to work. Notification will be completed by the Superintendent or the Superintendent's designee. This notification will occur, unless there are unusual mitigating circumstances (such as a school recess, Act of God days, etc.) within five (5) business days of the District's monthly regular Board meeting.

ARTICLE 6

JOB STATUS AND FUNCTION OF UNION OFFICIALS

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 7

DISCIPLINE OF EMPLOYEES

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

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

ARTICLE 7 - DISCIPLINE OF EMPLOYEES (CONTD)

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

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

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

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

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1.

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

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

ARTICLE 8 - GRIEVANCE PROCEDURE (CONTD)

- (b.) The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
- (1.) The termination of services or failure to re-employ any probationary employee.
 - (2.) Any matter for which there is recourse under State or Federal statutes.
- (c.) Reference to “days” within this Article shall refer to work days.

Section 2.

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

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

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

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

(Level Three) Upon proper application as specified in Level Two, the Board shall allow the employee and his/her Union representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that

ARTICLE 8 - GRIEVANCE PROCEDURE (CONTD)

in no event, except with the express written consent of the Union shall final determination of the grievance be made by the Board more than one (1) month after initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the aggrieved employee's immediate supervisor, the grievant, and the Secretary of the Union.

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

1. If the Union is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board refer the matter for arbitration to the Michigan Employment Relations Commission in writing, and request the appointment of an arbitrator to hear the grievance. A copy of this petition shall be submitted to the Employer on the date it is referred to the Michigan Employment Relations Commission. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the Michigan Employment Relations Commission, except each party shall have the right to preemptively strike not more than three from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging the facts, grounds and defense which will be proven at the hearing and hold a conference at the time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Union. Subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - (a.) He/she shall not have the power to add or detract from, disregard, alter, or modify any of the terms of this agreement.
 - (b.) He/she shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to reasonableness of any such practice, policy, rule or any action taken by the Board.
 - (c.) He/she shall have no power to establish salary scales or to change any salary.
 - (d.) He/she shall have no power to decide any questions which, under this Agreement is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of

ARTICLE 8 - GRIEVANCE PROCEDURE (CONTD)

management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

- (e.) He/she shall have no power to interpret state or federal law.
 - (f.) He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
 - (g.) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall not have jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - (h.) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 - (i.) Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
5. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
 6. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the time limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefitting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.
 7. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

ARTICLE 9

SENIORITY

Section 1.

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

Section 2.

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

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

Section 3.

Within fifteen (15) days of the effective date of this Agreement an up-to-date seniority list shall be presented to the Unit President. In compliance with this provision, it shall be deemed to have been accomplished if the Employer gives the Unit President three (3) copies of the seniority list in the month of October. During the year, the Employer shall notify, in writing, the Unit Secretary of each new hire into the bargaining unit, along with the new hire's classification and date of hire.

- (a.) When the seniority list is initially prepared or thereafter revised if two (2) or more employees have the same hiring date, their names shall appear on the seniority list alphabetically by the first letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed in respect to their first name.

ARTICLE 9 - SENIORITY (CONTD)

Section 4.

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

- (a.) Classification Seniority
- (b.) Unit wide seniority for the sole purpose of bidding on positions open in other classifications within the bargaining unit.

Section 5.

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

ARTICLE 10

LAYOFF AND RECALL

Section 1.

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

- (a.) In recalling employees following a layoff for lack of work, the laid off full-time employees with the greatest seniority shall be the first to be recalled within their respective classifications as conditions dictate. After all full-time employees have been recalled, if the Employer has a need for full-time or part-time employees, then laid off part-time employees shall be recalled according to length of accumulated service with the Employer in each respective classification.

Section 2.

Laid off employees (non-probationary), shall be eligible for recall for a period not to exceed two (2) years. The Employer agrees to provide seven (7) working days notice to each laid off employee regarding an opportunity to be reinstated within his/her classification. Notice shall be provided to each employee by certified mail. In the event the Employer fails to receive notification by the laid off employee within three (3) days thereafter that he/she intends to report for such opening, he/she shall be deemed to have voluntarily severed his/her employment with the District and forfeits all

ARTICLE 10 - LAYOFF AND RECALL (CONTD)

right to recall. Except as an interim and temporary measure no new employees shall be hired until eligible (non-probationary) laid off employees, within each respective classifications, have been given an opportunity to be returned to work.

Section 3.

A laid off employee may exercise his/her seniority and bump an employee with less seniority within his/her classification provided he/she possesses those qualifications, as determined by the District to assume the less senior employee's position.

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

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

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

ARTICLE 11

VACANCIES AND JOB OPENINGS

Section 1.

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

ARTICLE 11 - VACANCIES AND JOB OPENINGS (CONTD)

Section 2.

- A. In filling vacancies or new jobs in the maintenance and bus mechanic classifications, the Board shall seek to hire the most qualified applicants. The decision of the Board shall be final.
- B. In filling a vacancy or new job in the other classifications in the bargaining unit, the Board shall award the posted positions to the qualified senior applicant who possesses the highest qualifications and who can also pass the minimum skills test of the classification. In the event the Board determines that, by so filling the vacancy for three (3) working days, subject to Sections 1 and 2 herein. Any other vacancies caused by this provision need not be posted.

Section 3.

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

Section 4.

When an employee is permanently assigned to a job carrying a lower rate than the job from which he/she was transferred, he/she shall receive the rate of pay determined by either his/her unit-wide seniority or college credit hours, whichever is applicable, for the new classification.

Section 5.

Upon completion of one-half of the applicable probationary period provided in Section 3, the employee shall receive the rate of pay called for in the new classification based upon length of service with the Employer, or college credit hours, whichever is applicable.

Section 6.

An employee may refuse a permanent transfer (over fifteen [15] working days) or promotion outside of his/her classification without loss of seniority.

ARTICLE 11 - VACANCIES AND JOB OPENINGS (CONTD)

Section 7.

An employee required to temporarily perform in a classification carrying a higher hourly wage shall receive the rate of pay in the new classification above the rate of pay received in the present classification or twenty-five (25) cents per hour, whichever is less, except probationary employees shall receive the probationary rate in whatever classification they are placed. An employee temporarily transferred to a lower hourly rate job shall suffer no loss of pay because of such transfer. Employees shall not have the right to refuse a temporary transfer outside of their regular classification. For the purposes of this Agreement, temporary transfer, outside of classification, shall mean fifteen (15) calendar days or less. Transfers or promotions within such classification shall be at the discretion of the Employer.

Section 8.

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

ARTICLE 12

HOURS OF WORK

Section 1.

Except as hereinafter provided regular hours of work for all employees are not to exceed eight (8) consecutive hours a day and forty (40) hours a week, Monday thru Friday, inclusive. The bus mechanic's regular hours may be more than eight (8) hours per day. Thirty (30) minute lunch periods, for the purpose of this Article, shall not be construed as being inclusive of the eight (8) and (40) hours. This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day, per week, or per year. In the event the Employer establishes a shift within a classification that starts on any other day than Monday, such shift shall be posted and awarded to the highest seniority employee bidding. Should no employee bid and the Employer is not adding to his/her work force, the employee with the least seniority within the affected classification shall be transferred to the new shift.

ARTICLE 12 - HOURS OF WORK (CONTD)

Section 2.

The administration will schedule work for paraprofessionals of three (3) non-classroom days per year.

Section 3.

Food service employees will receive three (3) paid days per school year for the purpose of cleaning.

ARTICLE 13

OVERTIME AND HOLIDAY PAY

Section 1.

Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week.

Section 2.

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

Section 3.

Holiday pay shall be at the regular hourly rate for the amount of hours that the employee would have normally worked. To be eligible for Holiday pay, an employee must have worked his last scheduled day prior to the holiday and his/her first scheduled day following the holiday.

Section 4.

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

ARTICLE 13 - OVERTIME AND HOLIDAY PAY (CONTD)

Section 5.

If a change in schedule is required, the Superintendent or Department Supervisor shall provide a two week notice to the impacted department. The scheduled change shall be offered on a voluntary basis. If no volunteers are identified, the offer shall be extended to the employees with the most seniority on a rotating basis.

Section 6.

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

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

Section 7.

Holidays will count as time worked in computing overtime.

ARTICLE 14

BREAKS AND LUNCH PERIODS

Section 1.

Custodians, cooks, secretaries, and shall receive two (2) fifteen (15) minute coffee breaks per day. With respect to bus drivers, the present practice governing coffee breaks shall be continued.

Section 2.

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

ARTICLE 15

CALL IN TIME

Section 1.

Any employee reporting for work at his/her normal starting time when no work is available shall receive one-half (½), fifty percent (50%) of his/her normal day's pay. The Employer shall not be required to comply with the first sentence of this section if affected employees are notified, either personally or through local communications media, at least one (1) hour prior to his/her starting time.

Section 2.

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

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

Section 3.

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

ARTICLE 16

HOLIDAYS

Section 1.

The following days shall be recognized as paid holidays:

(a.) Cooks, Paraprofessionals, and School Year Secretaries

Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
New Year's Day
Martin Luther King, Jr. Birthday
Elective Day (School Year Secretaries Only)
Memorial Day

(b.) Bus Mechanics, Custodians, Maintenance

Last work day prior to New Year's Day
New Year's Day
Martin Luther King, Jr. Birthday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Last work day prior to Christmas
Christmas Day

(c.) Bus Drivers

Employee's Birthday
Martin Luther King, Jr. Birthday
Thanksgiving Day
Day After Thanksgiving
Christmas Day
New Year's Day
Memorial Day
Labor Day

ARTICLE 16 - HOLIDAYS (CONTD)

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE 17

VACATIONS

Section 1.

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

ARTICLE 17 - VACATIONS (CONTD)

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

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

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

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

Section 2.

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

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

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

Section 3.

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

Section 4.

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

ARTICLE 17 - VACATIONS (CONTD)

Section 5.

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

ARTICLE 18

AUTHORIZED SICK AND BUSINESS LEAVE

Since the absence of an employee generally has an adverse effect on the quality of the Employer's educational program, imposes increased responsibilities on other employees, and increases cost, it is the responsibility of each employee to avoid unnecessary tardiness and absence. The provisions herein set forth are not intended to reduce the responsibilities of an employee nor to provide a form of additional compensation. Rather, the provisions are intended to meet the legitimate, humanitarian and personal needs of an employee in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

Section 1.

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

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

Section 2.

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

ARTICLE 18 - AUTHORIZED SICK AND BUSINESS LEAVE (CONTD)

participating. When the leave is used for personal business, the employee shall apply for such leave at least three (3) days prior to the day for which the personal leave is requested except in verifiable and substantiated emergency situations in which three (3) days in advance approval cannot be obtained.

Section 3.

Sick leave will be applied to lost time and deducted for a service connected disability other than that for which the employee received Workmen's Compensation Insurance benefits for loss time, only upon receipt of a statement signed by his/her physician (unless the Employer requests a designated physician) to the effect that the injured employee is unable to perform his/her regular duties or such temporary tasks available in the framework of the Employer's business function, in which event said employee's sick leave shall be used at the rate of one (1) sick leave day, until such sick leave has been exhausted. An employee's absence from duty due to a service connected disability for which he/she is receiving Workmen's Compensation benefits shall not be compensated for, or deducted from, his/her sick leave unless he/she shall elect to be paid the difference between the benefits of Workmen's Compensation received by him/her for such service connected disability and his/her normal wage or salary; in which event said employee's earned sick leave shall be used at the actual rate of use for each day of such service connected disability until such sick leave has been exhausted.

Section 4.

A medical certificate may be required by the Employer as evidence of an employee's illness, an illness or injury that prevented his attendance at work for a period in excess of three (3) consecutive days before compensation will be allowed. Except when the Employer can prove abuse, the Employer can request a medical certificate after one (1) day based on first meeting with three (3) Union officials.

Section 5.

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

ARTICLE 18 - AUTHORIZED SICK AND BUSINESS LEAVE (CONTD)

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

Employees may use their accumulated sick time during Christmas Break. No other section under Article 18 shall have bearing on this section.

ARTICLE 19

FUNERAL LEAVE

In the event there is death in the immediate family of an employee, such employee shall be allowed three (3) days of paid funeral leave. Allowance for one day per calendar year (January 1 - December 31) to be used for a Special Friend. The employee must attend funeral services to be eligible for this benefit. For the purposes of this section, immediate family shall be defined as legally recognized spouse, parent, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, sisters, brothers, grandparents, spouse's grandparents, grandchildren, step-parents, and step-children. The Employer reserves the right to require proof of relationship of deceased to be eligible for benefits under this Section.

ARTICLE 20

MILITARY LEAVE

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

ARTICLE 21

NO STRIKE - NO LOCKOUT

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

ARTICLE 22

UNPAID LEAVE OF ABSENCE

Section 1.

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

Section 2.

Employees shall be allowed to take a medical leave of absence, inclusive of all entitlements under the Family Medical Leave Act. The leave of absence from their employment upon request from an attending physician, will not exceed one (1) year. Such employees must apply for reinstatement to

ARTICLE 22 - UNPAID LEAVE OF ABSENCE - (CONTD)

active employment within five (5) working days after being released by the attending physician and shall be recalled to work to his/her former position within fifteen (15) working days from such application, providing his/her former position still exists, and returned to the same salary from which he/she left. Any person temporarily filling the position of the individual on **medical** leave shall enjoy employment rights only for the duration of such leave. Vacancies caused under the provision of this section shall not be posted for bidding.

ARTICLE 23

JURY DUTY

An employee who is called for jury duty or subpoenaed to give testimony before any legal, judicial, or administrative tribunal, and providing that it will not apply to any cause in which the employee is the party to the action, shall be compensated for the difference between his/her normal salary and that which he/she receives for the performance of such duty, less reimbursed expenses and travel allowance.

ARTICLE 24

**NON-BARGAINING UNIT EMPLOYEES
PERFORMING BARGAINING UNIT WORK**

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

ARTICLE 25

SAFETY & HEALTH

Section 1.

1. Drug Testing

- A. Employees of the School District shall not possess, use, and/or distribute intoxicants or drugs on school property or at school functions and shall not report for duty or perform any work under the influence of intoxicants or drugs of any kind in any degree whatsoever.
- B. A “drug” shall be defined as a controlled substance as found in Schedules I through V of Section 202 of the Controlled Substances Act (21 USC S 812) and as further defined by regulation 21 CFR 1300.11. et. seg. The term “drug” shall also include any controlled substance as defined in the Michigan Public Health Code, Article 7, Parts 71-75, MCLA 333.7101, et. seg., or the successor provisions of any of the above statutes or regulations.

An “intoxicant” means any alcoholic beverage, alcoholic liquor, beer, wine, or other substance defined in Section 2 of the Michigan Liquor Control Act, MCLA 436.2, or its successor provisions.

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

ARTICLE 25 - SAFETY & HEALTH (CONTD)

- D. An employee's refusal to provide a urine and/or blood specimen for laboratory testing (or to submit to a breathalyser test) when requested by the School District in accordance with the provisions of this Article will constitute just cause for discipline of the employee. An employee's physical inability to provide a urine specimen shall not be considered to be a refusal to provide the specimen. If an employee is physically unable to provide a urine specimen when requested by the School District, the School District may request a blood specimen for laboratory testing.
- E. Any specimen provided by an employee pursuant to this Article will be analyzed by a reputable independent laboratory using the scientifically accepted tests. Precautions will be taken to ensure strict chain of custody and to provide appropriate confidentiality with only authorized individuals having a "need-to-know" having access to such records.

Initial testing of urine samples shall be by immunoassay procedures that conform to scientifically acceptable requirements for such tests. Urine specimen that produce a positive test result on the initial test shall be confirmed by using gas Chromatography/mass spectrometry (GC/MS) procedures. Only urine specimen that produce a positive test result on both the initial test and GC/MS confirmation test shall be reported as a positive test result.

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

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

ARTICLE 25 - SAFETY & HEALTH (CONTD)

- G. The possession, sale, or distribution by an employee of intoxicants or a drug during a work period, work activity or in connection with students at any time, shall result in the discipline (up to and including discharge) of the employee. The actual consumption or ingestion of intoxicants or a drug by an employee during a work period or reporting for work under the influence of drugs or intoxicants shall result in the discipline (up to and including discharge) of the employee. The conviction of an employee of any criminal offense, a legal element of which requires proof of the possession, sale, use, or distribution of a drug, shall constitute cause for discharge, regardless of whether such offense occurred during a work period.
- H. By written agreement of the School District, Union, and involved employee, a first event disciplinary sanction imposed under this Section shall be suspended, held in abeyance, reduced, rescinded and/or waived where the employee successfully participates in an employee assistance and/or rehabilitation program. As a condition of participation in such program, the involved employee shall provide all consent and authorization necessary for the District to have access to information pertaining to the employee's progress in treatment and prognosis for return to work.
- I. Additionally, bus drivers shall be subject to drug testing, pursuant to and in compliance with the United States Department of Transportation rules and regulations and any other drug testing requirements mandated by state or federal law.

Section 2.

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

Section 3.

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

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

ARTICLE 25 - SAFETY & HEALTH (CONTD)

Section 4.

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

ARTICLE 26

BULLETIN BOARDS

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

ARTICLE 27

MILEAGE

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

ARTICLE 28

MANAGEMENT RIGHTS

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

ARTICLE 29

GENERAL

Section 1.

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

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

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

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

ARTICLE 29- GENERAL (CONTD)

Section 6.

FAMILY MEDICAL LEAVE ACT

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

Section 7.

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

Section 8.

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

ARTICLE 30

INSURANCE

Section 1.

Child Care Givers are excluded from this Article.

Section 2.

The Board agrees to contribute 95% toward the cost of health insurance for all twelve months employees electing to participate in the District's health insurance program.

Section 3.

For those employees not covered by Section 2 above, the Board agrees to contribute up to eighty-five percent (85%) of the cost of the applicable health insurance premium of the District health program.

ARTICLE 30 - INSURANCE (CONTD)

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

Dental insurance is an automatic district check-off.

Section 8.

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

Section 9.

It is the intent of the parties to provide an employee and his/her family with access to only one medical plan and coverage. Selection of the carrier shall rest exclusively with the Board provided it is generally comparable to Priority Health Insurance HSA Program with a Board funded deductible of \$1,150/\$2,300 (debit card). The above insurance overages shall be subject to the rules and regulations of the carrier.

ARTICLE 31

TIER I WAGES - 2009-2010*

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

	<u>REG.</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>		
Cooks	\$13.18	\$13.42	\$13.66	\$13.89		
Custodians	14.19	14.41	14.64	14.87		
Maintenance	15.59	15.83	16.05	16.30		
Maintenance/Journeyman	15.95	16.18	16.41	16.66		
Cafeteria/Laundry Aide	12.71	12.94	13.18	13.42		
Student Services	12.48	12.71	12.94	13.18		
Bus Mech./Journeyman	16.72	16.93	17.18	17.41		
	<u>0-5 Hrs</u>					<u>Assoc.</u>
	<u>Base</u>	<u>6 Hrs.</u>	<u>12 Hrs.</u>	<u>18 Hrs.</u>	<u>24 Hrs.</u>	<u>Degree</u>
Paraprofessionals	\$14.36	\$14.59	\$14.83	\$15.06	\$15.29	\$15.59
Library Asst.	14.48	14.71	14.93	15.18	15.41	15.70
Cert. Lib. Asst.	14.83	15.06	15.29	15.53	15.77	16.05

ARTICLE 31

TIER II WAGES - 2009-2010*

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

	<u>PROB.</u>	<u>REG.</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
Cooks	\$11.83	\$12.01	\$12.24	\$12.52	\$12.71
Custodians	12.85	13.02	13.24	13.44	13.70
Maintenance	14.59	14.78	15.00	15.24	15.48
Maintenance/Journeyman	14.35	14.52	14.76	14.99	15.23
Cafeteria/Laundry Aide	11.36	11.54	11.77	12.01	12.24
Student Services	11.06	11.51	11.54	11.77	12.01
Hall Monitor/Security/ In School Suspension	11.06	11.26	11.47	11.72	11.96

Bus Drivers					
Single	14.70	15.12	15.36	15.59	15.83
Double	19.99	20.17	20.40	20.64	20.87
Technology Run	12.30	12.48	12.71	12.94	13.18
Other Spec. Runs	10.93	11.06	11.31	11.67	11.77
Bus Mechanic	15.00	15.18	15.41	15.64	15.89
Bus. Mech. Journeyman	15.36	15.53	15.77	16.00	16.24

	<u>0-5 Hrs Base</u>	<u>6 Hrs.</u>	<u>12 Hrs.</u>	<u>18 Hrs.</u>	<u>24 Hrs.</u>	<u>Assoc. Degree</u>
Paraprofessionals	\$13.18	\$13.42	\$13.66	\$13.89	\$14.12	\$14.42
Library Asst.	13.30	13.54	13.76	14.01	14.23	14.53
Cert. Lib. Asst.	13.66	13.89	14.12	14.36	14.59	14.89

	<u>Prob.</u>	<u>P-3 Yrs.</u>	<u>3-5 Yrs.</u>	<u>5-10 Yrs.</u>	<u>10-15 Yrs.</u>
Secretaries	\$13.35	\$13.71	\$13.89	\$13.95	\$14.01

Route Splitting Compensation

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

* There is no increase in wage rates for fiscal year 2009-2010. The Board of Education and the SEIU agree to reopen the issues of wages and benefits for fiscal years 2010-2011 and 2011-2012. If the Board grants a % increase on the teacher salary schedule for the 2009-2010 school year, the same % increase will be applied to the wage rates in this agreement for the 2009-2010 school year.

ARTICLE 31 - WAGES (CONTD)

Longevity - Employees who have completed 15 years of service and 1200 hours shall receive a \$120.00 lump sum the last pay in June.

Until Bus Mechanic is certified by the State of Michigan, he/she will receive fifty percent (50%) of the increase.

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

Bus Drivers will receive \$5.00 for pre-tripping their bus on each regular bus run. Any driver not properly pre-tripping his/her bus will be docked at the rate of pay. The bus mechanic will determine what is properly completed.

The Single Run Bus driving rate will be paid for double-scheduled runs which require a call-back during the school day.

Double Runs, and two (2) Single Runs, which do not require a call-back, shall be paid at the double run rate.

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

ARTICLE 32

SCHOOL CLOSING

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

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

ARTICLE 33

EDUCATION INCENTIVE PLAN

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

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

ARTICLE 34

WAIVER

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

ARTICLE 35

SEPARABILITY

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

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

ARTICLE 36

DURATION

This Agreement, including Addendum #1, shall become effective on July 1, 2009, and shall remain in effect through June 30, 2012, and from year to year (from the anniversary date) thereafter subject to sixty (60) to ninety (90) calendar days written notice by either party prior to the expiration date or subsequent anniversary date, of a desire to terminate this Agreement and to negotiate a new Agreement.

Moreover, this Agreement may not be amended except by mutual written agreement.

COVERT PUBLIC SCHOOLS
BOARD OF EDUCATION

LOCAL 517M SERVICE
EMPLOYEES INTERNATIONAL
UNION, UNIT 20

President, Board of Education

Labor Relations Specialist, Local 517M

Secretary, Board of Education

President, Unit 20

Team Member, Board of Education

Team Member, Unit 20

Team Member, Board of Education

Team Member, Unit 20

Superintendent of Schools

Team Member, Unit 20

Team Member, Unit 20

ADDENDUM #1

IS A PART OF THE BASE AGREEMENT AND

DEALS WITH THE CHILD CARE GIVERS CLASSIFICATION ONLY.

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AGREEMENT

This Agreement entered into this _____ day of _____, 2009, by and between the Covert School District, hereinafter referred to as the “Employer”, and the Service Employees International Union, Local 517M, hereinafter referred to as the “Union”.

ARTICLE 1

PURPOSE AND INTENT

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

ARTICLE 2

RECOGNITION

Section 1.

The Employer recognizes the Union as the sole and exclusive bargaining agent for all Child Care Givers, excluding supervisors, confidential employees and all other employees.

Section 2.

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

ARTICLE 3

UNION SECURITY

Section 1.

All employees within the bargaining unit shall upon completion of their probationary period, either become Union members, or pay to the Union a Service Fee determined in a legally permissible manner, an amount not to exceed the monthly dues.

- (a.) For the purpose of this Agreement, the term “dues” mean all dues uniformly charged by Unit 20 and Local 517M, SEIU.

ARTICLE 3 - UNION SECURITY (CONTD)

- (b.) For those employees who voluntarily execute written payroll deduction authorizations, the Employer agrees to deduct from their first paycheck each month the regular monthly dues in the amount certified to the Employer by the Secretary-Treasurer of the Local Union, on January 1 of each year, along with a dues check off list, and forward same within the next fifteen (15) days following such deductions.
- (c.) The Union agrees to indemnify and save the Board and including each individual School Board Member, harmless against any and all claims, demands, suits, costs or other forms of liability, including back pay and all court or administrative agency costs that may arise out of, or by reason of, action by the Board for the purpose of complying with this Article.

Section 2.

All employees shall either sign and deliver to the Employer an assignment authorizing deduction of membership dues or Service Fee, or cause to be paid to the Union the Service Fee and forward same within the next fifteen (15) days following such deductions. In the event that an employee shall refuse and fail to do so, the Employer shall, at the request of the Union, deduct the Service Fee including delinquent amounts, if any, from the employee's wages and remit it to the Union in accordance with the procedure below.

Section 3.

In cases of non-payment of the Service Fee, the Union shall provide written notice to the employee of non-compliance, explaining that he/she is delinquent in not tending the Service Fee. If the employee fails to comply within fourteen (14) days, the Union shall give written notice to the Employer that the employee has failed to tender the Service Fee. The Employer shall, upon such notice from the Union, act pursuant to Section 2 above.

Section 4.

The Union agrees to indemnify and save the Board and including each individual School Board Member harmless against any and all claims, demands, suits, costs or other forms of liability, including back pay and all court or administrative agency costs that may arise out of, or by reason of, action by the Board for the purpose of complying with this Article.

ARTICLE 4

COMMITTEE ON POLITICAL EDUCATION (COPE)

Section 1.

COMMITTEE ON POLITICAL EDUCATION (COPE): During the term of this Agreement, the Employer will honor a written authorization signed by any employee for the deduction of voluntary committee on political education (COPE) and/or SEIU Local 517M Political Action Committee contributions to the Union. Such written authorizations shall be on a form consistent with federal law and this Agreement, and shall be in accordance with the standard form submitted to the Employer and the Union.

Section 2.

The Union shall notify the employer, in writing, of the amount of voluntary COPE contributions to be remitted to the Union. The Employer will cause such voluntary contributions to be remitted at the same time all other monthly remittances are forwarded to the Union, together with a written statement of the names of the employees from whom deductions were made.

Section 3.

Nickel per transaction to be reimbursed to the Employer per month.

ARTICLE 5

REPRESENTATION

Section 1.

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

Section 2.

Nothing contained herein shall abridge the right of the individual to process his/her own grievance upon notification to the Employer and the Union of his/her intent. The Union may have a representative present at all discussions of the grievance and any adjustments that may result therefrom shall not be inconsistent with the terms of this Agreement. The Employer agrees to give the Union advance notification of any meetings with individual grievants at Level Two or above of the grievance procedure.

ARTICLE 5 - REPRESENTATION (CONTD)

Section 3.

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

Section 4.

The Board agrees to notify the SEIU President or President's designee, of any new permanent hires to positions that are included in the recognition clause of this Agreement. This notification will include the position of the new employee and first day he/she reported to work. Notification will be completed by the Superintendent of the Superintendent's designee. This notification will occur, unless there are unusual mitigating circumstances (such as a school recess, Act of God days, etc.) within five (5) business days of the District's monthly regular Board meeting.

ARTICLE 6

JOB STATUS AND FUNCTION OF UNION OFFICIALS

Section 1.

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

Section 2.

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

ARTICLE 6 - JOB STATUS AND FUNCTION OF UNION OFFICIALS (CONTD)

Section 3.

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

ARTICLE 7

DISCIPLINE OF EMPLOYEES

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

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

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

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

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

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

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1.

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

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

- (b.) The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - (1.) The termination of services or failure to re-employ any probationary employee.
 - (2.) Any matter for which there is recourse under State or Federal statutes.

- (c.) A Child Care Giver may be instantly suspended without pay for insubordination, child abuse, profanity in the presence of and/or directed at a child. Neglect of a child is defined by the Child Care Giver's Handbook. The suspended employee may file a grievance within the provisions of this Article. If the employee is absolved of the alleged violation, the suspension shall be lifted and the regular rate of pay shall be retroactive to the suspension date. If the employee is not absolved of the alleged violation, the employee may be disciplined up to and including dismissal. If the employee does not choose to file a grievance within the provisions of this Article, the Employer may impose disciplinary action up to and including dismissal as of the date of the suspension.

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

ARTICLE 8 - GRIEVANCE PROCEDURE (CONTD)

Section 2.

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

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

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

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

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

ARTICLE 8 - GRIEVANCE PROCEDURE (CONTD)

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

1. If the Union is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board refer the matter for arbitration to the Michigan Employment Relations Commission in writing, and request the appointment of an arbitrator to hear the grievance. A copy of this petition shall be submitted to the Employer on the date it is referred to the Michigan Employment Relations Commission. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the Michigan Employment Relations Commission, except each party shall have the right to preemptively strike not more than three from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging the facts, grounds and defense which will be proven at the hearing and hold a conference at the time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Union. Subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - (a.) He/she shall not have the power to add or detract from, disregard, alter, or modify any of the terms of this agreement.
 - (b.) He/she shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to reasonableness of any such practice, policy, rule or any action taken by the Board.
 - (c.) He/she shall have no power to establish salary scales or to change any salary.
 - (d.) He/she shall have no power to decide any questions which, under this Agreement is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility

ARTICLE 8- GRIEVANCE PROCEDURE (CONTD)

of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

- (e.) He/she shall have no power to interpret state or federal law.
 - (f.) He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
 - (g.) If either party disputes the arbitrament of any grievance under the terms of this Agreement, the arbitrator shall not have jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - (h.) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 - (i.) Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
5. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
6. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the time limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefitting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.
7. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

ARTICLE 9

SENIORITY

Section 1.

Seniority shall be defined as an employee's length of continuous service with the Employer since his/her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he/she has not quit or been discharged in the interim. Seniority shall not be accrued during economic layoff. Seniority status of the employee at the time of layoff shall be maintained for a period not to exceed one (1) calendar year.

Section 2.

All new employees will be in a probationary period of ninety (90) working days from their "last hiring date. No seniority shall accrue during the probationary status.

- (a.) During the probationary period, the employee may be laid off or terminated at the sole discretion of the Employer.
- (b.) Upon satisfactorily completing the probationary period, the employee's name shall appear on the seniority list as of his/her most recent "last hiring date".

ARTICLE 10

LAYOFF AND RECALL

Section 1.

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

- (a.) In recalling employees following a layoff for lack of work, the laid off full-time employees with the greatest seniority shall be the first to be recalled within their respective classifications as conditions dictate. After all full-time employees have been recalled, if the Employer has a need for full-time or part-time employees, then laid off part-time employees shall be recalled according to length of accumulated service with the Employer in each respective classification. Probationary employees are not subject to this provision.

ARTICLE 10 - LAYOFF AND RECALL (CONTD)

Section 2.

Laid off employees (non-probationary), shall be eligible for recall for a period not to exceed one (1) year. The Employer agrees to provide seven (7) working days notice to each laid off employee regarding an opportunity to be reinstated within his/her classification. Notice shall be provided each employee by certified mail. In the event the Employer fails to receive notification by the laid off employee within three (3) days thereafter that he/she intends to report for such opening, he/she shall be deemed to have voluntarily severed his/her employment with the district and forfeits all right to recall.

Section 3.

A laid off employee may exercise his/her seniority and bump an employee with less seniority within his/her classification provided he/she possesses those qualifications, as determined by the District to assume the less senior employee's position.

All employees exercising their rights under this section shall notify the Employer of their intent to bump. This notification must be received in the Superintendent's office seven (7) working days prior to the planned bump. An employee must be qualified in the opinion of the Employer for the bumped position. Bumping shall be limited to one (1) displacement per individual layoff.

ARTICLE 11

VACANCIES AND JOB OPENINGS

Section 1.

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

Section 2.

In filling a vacancy or new job in the Child Care Unit, the Board may fill the position by transfer of an employee within the classification or by awarding the position to another applicant from within or outside of the bargaining unit. In making the decision to award the position to an

ARTICLE 11 - VACANCIES AND JOB OPENINGS (CONTD)

applicant, the Employer will consider the certification, job classification, program of assignment, evaluations, disciplinary record, qualifications, skills, abilities, and experience of the applicant, including the length of service with the Employer, and other relevant factors. The decision of the Employer shall be final.

Section 3.

Any employee filling a vacancy by transfer or promotion from another position within the Child Care Unit may be given a probationary period of up to thirty (30) days of work to prove his/her ability. Any applicant filling a position, other than a Child Care Unit employee, will be governed by the provisions of Article VII.

ARTICLE 12

HOURS OF WORK

Section 1.

Except as hereinafter provided, regular hours of work for all employees are not to exceed eight (8) consecutive hours a day and forty (40) hours a week, Monday through Friday, inclusive thirty (30) minute lunch periods for the purposes of this Article, shall not be construed as being inclusive of the eight (8) and (40) hours.

ARTICLE 13

OVERTIME PAY

Section 1.

Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week.

Section 2.

No employee's regular shift shall be changed for the sole purpose of avoiding payment of overtime.

ARTICLE 14

BREAK PERIODS

Child Care Givers, working eight (8) hours or more, shall receive two (2) fifteen (15) minute coffee breaks per day.

ARTICLE 15

UNRESTRICTED DAYS

Child Care employees shall receive three (3) paid unrestricted days per school year. Unrestricted days shall accumulate year to year.

ARTICLE 16

CALL IN TIME

Section 1.

Any Child Care Giver reporting for work at his/her normal starting time when no work is available shall receive two (2) hours pay at his/her regular rate of pay. The Employer shall not be required to comply with the first sentence of this section if affected employees are notified, either personally or through local communications media, at least one (1) hour prior to his/her starting time. The Employer may assign work for the two (2) hours pay.

Section 2.

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

Section 3.

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

ARTICLE 17

HOLIDAYS

Section 1.

A Child Care Giver who has been employed full time one day longer than the anniversary date of employment (the date on which the employee first reported for work at the instruction of the Employer) will be granted holiday pay for the holidays listed below. Holiday pay shall be at the regular rate of pay.

The following holidays are recognized for the purposes of this section:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

Section 2.

Full time employment for the purposes of this Article shall be regularly scheduled four (4) hours per day.

Section 3.

In order for an employee to be eligible for holiday pay, he/she must work their regular schedule the work day before and the work day after the holiday.

Section 4.

All hours worked on the above holidays shall be at the rate of double time. Should a holiday fall on Saturday, Friday will be considered as a holiday; should a holiday fall on Sunday, Monday shall be considered as the holiday.

ARTICLE 18

SICK LEAVE

Section 1.

All sick leave shall be accumulated from end of the employee's probationary period and will accumulate at the rate of one (1) day per month of employment, with a maximum accumulation of sixty (60) days. Sick leave shall not accumulate during any period that the employee is not providing service to the District.

Section 2.

Regular part-time employees will be entitled to prorated sick leave based upon the number of hours they are regularly scheduled to work.

Part time employees' use of sick leave will be based on the same hourly basis.

Less than four (4) regularly scheduled work hours per day will receive no sick leave.

Section 3.

Sick leave will be taken only for the following reasons:

1. A service connected disability other than that for which the employee receives Workmen's Compensation benefits for lost time.
2. An illness preventing the employee's ability to perform normally and safely at work or any exposure to contagious disease, which may endanger the health of others.
3. Any injury or illness in his/her immediate family, which requires his/her presence away from work. For purposes of this Agreement, the immediate family shall consist of spouse, parent, child, mother-in-law, and father-in-law.

Sick leave may not be used for non-duty disability an employee may sustain from the conviction of a violation of an ordinance or law.

The Employer may require a doctor's certification of illness or injury beyond three (3) consecutive work days.

ARTICLE 18 - SICK LEAVE (CONTD)

Section 4.

The Employer may require an employee to submit to a physical or mental examination by an appropriate practitioner selected by the Employer for the purposes of:

1. Verifying an employee's eligibility for sick leave.
2. Evaluating fitness for duty where the Employer has reasonably founded concerns related to job performance or safety.
3. Complying with state and/or federal statutes requiring periodic examination.
4. Assessing an employee's fitness for a return to duty.

The Employer will pay the cost of any physical or mental examination required under this Section.

Section 5.

Sick leave taken in accordance with this Article shall be counted as days worked provided pay is allowed.

If it is necessary for an employee to be absent from duty due to an illness or injury compensable under the Michigan Workers' Disability Compensation Act, he/she shall receive the difference between his/her net wage and the amount received as workers' compensation benefits, deductible from accumulated sick leave. In the event that the Employer's workers' compensation insurance carrier determines that such sick leave payments are required to be coordinated under Section 354 of the Workers' Compensation Act, MCLA 418.354. In that event, the employee shall receive only the workers' compensation benefits for which he/she is eligible.

Section 6.

Employees may use their accumulated sick time during Christmas Break. No other section under Article 18 shall have bearing on this section.

ARTICLE 19

FUNERAL LEAVE

In the event there is death in the immediate family of an employee, such employee shall be allowed **three (3) days** of paid funeral leave. The employee must attend funeral services to be eligible for this benefit. For the purpose of this section, immediate family shall be defined as legally recognized spouse, parent, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, sisters, brothers, grandparents, spouse's grandparents, grandchildren, step-parents, and step-children. The Employer reserves the right to require proof of relationship of deceased to be eligible for benefits under this section. One (1) day per calendar year (January 1 - December 31) may be used for the funeral of a Special Friend.

ARTICLE 20

NO STRIKE - NO LOCKOUT

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

ARTICLE 21

JURY DUTY

An employee who is called for jury duty or subpoenaed to give testimony before any legal, judicial, or administrative tribunal, and providing that it will not apply to any cause in which the employee is the party to the action, shall be compensated for the difference between his/her normal salary and that which he/she receives for the performance of such duty, less reimbursed expenses and travel allowance.

ARTICLE 22

NON-BARGAINING UNIT EMPLOYEES PERFORMING BARGAINING UNIT WORK

Nothing contained herein shall preclude the Employer from using non-bargaining unit employees or from contracting or sub-contracting that work which, in its opinion, it does not have the manpower, equipment, or facilities to perform with the existing work force. The Employer agrees, however, that additional non-bargaining unit employees will not be utilized to perform bargaining unit work whereby current bargaining unit members would be denied their regularly scheduled and standard working hours. Notwithstanding the above, the District shall be permitted to utilize supervisors and students to perform bargaining unit tasks.

ARTICLE 23

SAFETY & HEALTH

Section 1.

1. Drug Testing
 - A. Employees of the School District shall not possess, use, and/or distribute intoxicants or drugs on school property or at school functions and shall not report for duty or perform any work under the influence of intoxicants or drugs of any kind in any degree whatsoever.
 - B. A “drug” shall be defined as a controlled substance as found in Schedules I through V of Section 202 of the Controlled Substances Act (21 USC S 812) and as further defined by regulation 21 CFR 1300.11. et. seg. The term “drug” shall also include any controlled substance as defined in the Michigan Public Health Code, Article 7, Parts 71-75, MCLA 333.7101, et. seg., or the successor provisions of any of the above statutes or regulations.

An “intoxicant” means any alcoholic beverage, alcoholic liquor, beer, wine, or other substance defined in Section 2 of the Michigan Liquor Control Act, MCLA 436.2, or its successor provisions.
 - C. Upon reasonable suspicion, the School District may require an employee to supply a blood or urine sample for testing (or submit to a Breathalyzer test).

ARTICLE 23 - SAFETY & HEALTH (CONTD)

- D. An employee's refusal to provide a urine and/or blood specimen for laboratory testing (or to submit to a breathalyser test) when requested by the School District will constitute just cause for discipline up to and including dismissal.
- E. Any specimen provided by an employee pursuant to this Article will be analyzed by a reputable independent laboratory using the scientifically accepted tests. Precautions will be taken to ensure strict chain of custody and to provide appropriate confidentiality, with only authorized individuals having a "need-to-know" having access to such records.

Initial testing of urine samples shall be by immunoassay procedures that conform to scientifically acceptable requirements for such tests. Urine specimen that produce a positive test result on the initial test shall be confirmed by using gas Chromatography/mass spectrometry (GC/MS) procedures. Only urine specimen that produce a positive test result on both the initial test and GC/MS confirmation test shall be reported as a positive test result.

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

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

ARTICLE 23 - SAFETY & HEALTH (CONTD)

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

Section 2.

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

Section 3.

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

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

Section 4.

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

ARTICLE 24

BULLETIN BOARDS

The Employer agrees to provide sufficient space on bulletin boards in the buildings as are needed to carry Union announcements, notice of meetings, results of Union elections and notices pertaining to nominations and elections. Bulletin boards shall be placed in the following areas: (1) bus garage; (2) teacher's lounge; (3) custodial work area; (4) cook's work area, (5) Child Care Building.

ARTICLE 25

MANAGEMENT RIGHTS

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

ARTICLE 26

GENERAL

Section 1.

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

Section 2.

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

Section 3.

FAMILY MEDICAL LEAVE ACT

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

Section 4.

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

ARTICLE 26 - GENERAL (CONTD)

Section 5.

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

Section 6.

The Board of Education will pay each regular child care employee \$500.00 on the first payroll of the fiscal year to be used for out of pocket medical expenditures. This amount will be taxed as compensation.

ARTICLE 27

WAGES

Section 1

The following classifications are covered by this agreement:

CHILD CARE GIVER I - Infants, Toddlers, 2 Year Olds, 3 Year Olds

CHILD CARE GIVER II - 4 Year Olds, All Day, and Pre-Kindergarten

CHILD CARE GIVER III - Clerk to Child Care Program

Section 2

WAGES 2009-2010

Child Care Giver (Without CDA or Equivalent)

2009-2010

Prob.	Reg.	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.
7.28	7.40	7.64	7.99	8.34	8.58	8.82

CDA or Equivalent

2009-2010

Prob.	Reg.	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.
9.48	9.60	9.82	10.17	10.53	10.78	11.00

ARTICLE 27 - WAGES - (CONTD)

Section 3.

The Anniversary Date of employment shall be one day after the “last hiring date” of said employee. The salary step will become effective at each Anniversary Date of employment.

Section 4.

Employees hired prior to 7-1-96 will be frozen at the present hourly rate until such time that their hourly rate may be met by the above wage scale. No Child Care Giver will experience a reduction in hourly rate as a result of this contract.

Section 5

Daycare raise as specified - but will move up if minimum wage is adjusted.

ARTICLE 28

WAIVER

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

ARTICLE 29

SEPARABILITY

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

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