

AGREEMENT

BETWEEN

**BUENA VISTA
BOARD OF EDUCATION**

AND

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

(Custodians)

July 1, 2001
Through
June 30, 2006



BUENA VISTA SCHOOL DISTRICT
705 North Towerline Road
P.O. Box 14829
Saginaw, Michigan 48601-4829

INDEX

ARTICLE	TITLE	PAGE
I	Recognition.....	1
II	Dues Deduction.....	1
III	Board Rights.....	2
IV	Seniority.....	2
V	Call In Pay.....	3
VI	Hours of Work and Overtime.....	3
VII	Leaves of Absence.....	3
VIII	Night Premium.....	4
IX	COPE.....	4
X	Salary Schedule.....	4
	Longevity Schedule.....	5
XI	Paid Lunch Period.....	6
XII	Leaves.....	6
XIII	Life Insurance.....	7
XIV	Health Insurance.....	7
XV	Payment of Insurance.....	8
XVI	Layoff.....	8
XVII	Holidays.....	9
XVIII	Vacations.....	9
XIX	Grievance Procedure.....	10
XX	No Strike/No Lockout.....	11
XXI	Waiver Clause.....	11
XXII	Dental Insurance.....	11
XXIII	Mileage.....	11
XXIV	Discipline and Discharge.....	11
XXV	Job Openings.....	12
XXVI	New Jobs.....	12
	Educational Reimbursement.....	13
XXVII	Union Representatives.....	13
XXVIII	Term of Agreement.....	13
	Memo of Understanding.....	13

AGREEMENT

THIS AGREEMENT, made and entered into, by and between the **BUENA VISTA SCHOOL DISTRICT**, 705 North Towerline Road, Saginaw, Michigan, hereinafter referred to as the "Employer" and Local 517M, **SERVICE EMPLOYERS INTERNATIONAL, AFL-CIO**, Saginaw, Michigan, hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

- A. The Employer hereby recognizes the Union as the exclusive bargaining representative for those employees covered in the "Certification of Representative" issued by the Labor Mediation Board in Case No. R69-G226 on October 21, 1969. Such unit is as follows:

All maintenance and custodial employees of Buena Vista School District, mechanic and mechanic's helpers, excluding co-op students, teaching personnel, office clerical employees, food service employees, transportation employees, supervision, and all other employees.

ARTICLE II DUES DEDUCTION

- A. Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Union shall be required as a condition of employment, beginning on the 30th day following the beginning of such employment, or 30th day following the date upon which this Agreement is signed, whichever occurs later, to pay to the Union a service charge as a contribution toward the administration of this Agreement and the representation of such employees. The service charge shall be in the same amount and payable at the same time as the Union's regular dues.
- B. The Union shall present the Employer with a certified check-off list along with proper authorization for check-off and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the Employer for any deduction made and paid over to the Union which may later be held to have not been authorized by the individual involved or which may constitute illegal deductions.
- C. In the event that this Article shall be challenged through the Michigan Labor Mediation Board, or the courts, the Union will pay the reasonable expenses of such proceedings, including the fees of legal counsel retained by the Board. If this Article shall be found to violate law, the Union shall be responsible for any loss of damage, including back pay, awarded by the courts.
- D. If any employee who is absent on account of sickness, leave of absence, or for any other reason has no earnings due him for that period, no deductions shall be made. The Union will arrange collection of due's for that period directly with the employee. Upon proper authorization, dues shall be deducted in October for the summer period.
- E. The Board shall notify the Union of the employees who leave the school district employment and the new hires, in writing, once each month at the time of remittance of Union dues.
- F. The Employer and the Union agree that any violation of Article XIV (No Strike) on behalf of the Union shall result in automatic termination of this Article II (Check-Off) for a period of eighteen (18) months from the date such violation is admitted or such finding is made. The eighteen (18) month period shall extend beyond the term of this Agreement or subsequent Agreements and the subject shall not be bargainable by either party.

ARTICLE III BOARD RIGHTS

- A. The Employer, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, right, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion for just cause; and to promote, and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of **reasonable** policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.
- D. The Union will have the right to use school buildings at reasonable times and hours for meetings, also the union shall be permitted the use of the inter building mail system and bulletin board facilities.

ARTICLE IV SENIORITY

- A. New employees will be considered as probationary employees until they have been continuously employed for ninety (90) calendar days. After completion of the ninety (90) calendar days, the employee will be considered as a regular employee and the seniority **shall be calculated retroactive to the day the employee commenced employment. An employee shall not gain seniority until completion of their initial probation period. There shall be no seniority among probationary employees. An employee serving his or her initial probationary period may be disciplined or discharged without recourse through the grievance procedure contained within this agreement.**
- B. When an employee acquires seniority, his/**her** name shall be placed on the seniority list. **Upon** request of the union an up-to-date seniority list shall be made available to all employees for their inspection. The seniority list shall be contained within the School District's "bulletin" given to each employee. The list shall also be distributed to all employees by a satisfactory method each year or by mailing the current seniority list to each bargaining unit employee.
- C. Seniority shall be terminated for the following reasons:
1. Discharge for just cause
 2. Quit
 3. Retirement
 4. Five days absence without notifying employer unless employee has satisfactory reason for not notifying employer

5. Laid off for period in excess of two years
6. Failure to return from leave of absence

ARTICLE V CALL IN PAY

- A. An employee called to work, outside his regular scheduled working hours, shall receive a minimum of two (2) hours work. This does not include those employees who are required to make building checks.

ARTICLE VI HOURS OF WORK AND OVERTIME

- A. The normal work day for full-time employees shall be eight (8) hours unless otherwise scheduled by management. The normal work week for full-time employees shall be forty (40) hours unless otherwise scheduled by management. Employees shall be scheduled by management for at least a 30-minute unpaid lunch, except that if management determines, based on the needs of the service, to require a custodian to remain in the building and be available for duty during the lunch break, the lunch time shall be paid.
- B. Employees who are assigned to work the second or third shift shall be paid a twenty-five (.25) cents per hour premium.
- C. The employer shall have the right to request employees to work in excess of their normal schedule. Hours actually worked in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. The employer shall have the right to require the least senior qualified person in the classification to work overtime where there are not sufficient employees to otherwise work the overtime.
- D. Employees required to work on Sundays or Holidays shall receive two (2) times their regular rate.
- E. Employees in classifications in which overtime is available have first choice before employees outside that classification are offered overtime work on that shift.
- F. The Board agrees to equalize overtime hours as near as practicable by classification within a school building.

ARTICLE VII LEAVES OF ABSENCE

- A. Upon application by an employee, the Employer may grant a leave of absence, except in case of emergency where prior application shall not be required.
- B. Any employee who does not report back to work by the expiration date as set forth on his leave of absence notice, or does not receive an approved extension, or who accepts other employment while on leave from the Employer, except as herein provided, will be considered to have terminated his employment.
- C. The above leaves may be extended upon written application of the employee with the approval in advance of the expiration date.
- D. Disposition of all requests for leaves of absence and extension thereof shall be in writing, except in the case of emergency leaves of absence.

**ARTICLE VIII
NIGHT PREMIUM**

- A. Employees who are assigned to work the second or third shift shall be paid a twenty-five (.25) cents per hour premium.

**ARTICLE IX
COPE**

- A. Payroll deduction for COPE money at \$.01 per hour. Number of hours based on normal work schedule.

**ARTICLE X
SALARY SCHEDULE
CUSTODIAL/MAINTENANCE**

Custodial/Maintenance
2001-2002

2001-2002 3%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Level 2 (Custodian II)	9.12	9.50	9.87	10.25	10.64	11.02	11.40	11.78	12.15	12.54	12.92	13.31
Level 3 (Utility/Grds/Repair)	9.47	9.84	10.22	10.60	10.99	11.37	11.74	12.12	12.50	12.88	13.27	13.65
Level 4 (Head Custd II)	9.75	10.14	10.52	10.90	11.27	11.65	12.03	12.41	12.79	13.17	13.54	13.94
Level 5 (Head Custd III)	10.00	10.38	10.75	11.14	11.53	11.91	12.30	12.67	13.05	13.43	13.81	14.19
Level 6 (Maintenance)	12.50	12.88	13.27	13.65	14.02	14.40	14.79	15.17	15.56	15.94	16.32	16.70
Mech I (Mechanic Asst.)	9.43	9.82	10.20	10.58	10.97	11.35	11.72	12.10	12.47	12.85	13.24	13.63
Mech II (Mechanic)	12.70	13.08	13.47	13.86	14.27	14.66	15.05	15.43	15.82	16.22	16.62	17.02

Custodial/Maintenance
2002-2003

2002-2003 3%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Level 2 (Custodian II)	9.39	9.78	10.16	10.56	10.96	11.35	11.74	12.14	12.52	12.91	13.30	13.71
Level 3 (Utility/Grds/Repair)	9.75	10.13	10.52	10.92	11.32	11.71	12.09	12.49	12.88	13.26	13.66	14.06
Level 4 (Head Custd II)	10.05	10.44	10.83	11.22	11.61	12.00	12.39	12.78	13.18	13.57	13.95	14.35
Level 5 (Head Custd III)	10.30	10.69	11.08	11.48	11.87	12.26	12.67	13.05	13.44	13.83	14.23	14.62
Level 6 (Maintenance)	12.88	13.26	13.66	14.06	14.44	14.83	15.23	15.63	16.03	16.42	16.80	17.20
Mech I (Mechanic Asst.)	9.72	10.11	10.50	10.90	11.30	11.69	12.07	12.47	12.85	13.24	13.63	14.04
Mech II (Mechanic)	13.08	13.47	13.88	14.28	14.69	15.10	15.50	15.89	16.30	16.71	17.12	17.53

Custodial/Maintenance
2003-2004

2003-2004 2.8%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Level 2 (Custodian II)	9.65	10.06	10.45	10.86	11.27	11.67	12.07	12.48	12.87	13.27	13.68	14.09
Level 3 (Utility/Grds/Repair)	10.02	10.42	10.82	11.22	11.64	12.04	12.43	12.84	13.24	13.63	14.05	14.45
Level 4 (Head Custd II)	10.33	10.73	11.14	11.54	11.93	12.33	12.74	13.14	13.55	13.95	14.34	14.76
Level 5 (Head Custd III)	10.59	10.99	11.39	11.79	12.20	12.61	13.02	13.41	13.82	14.22	14.63	15.03
Level 6 (Maintenance)	13.24	13.63	14.05	14.46	14.84	15.25	15.66	16.06	16.48	16.88	17.28	17.68
Mech I (Mechanic Asst.)	9.99	10.39	10.80	11.20	11.61	12.02	12.41	12.81	13.21	13.61	14.01	14.43
Mech II (Mechanic)	13.45	13.85	14.27	14.68	15.10	15.52	15.93	16.34	16.75	17.18	17.60	18.02

Custodial/Maintenance

2004-2005

2004-2005 3.25%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Level 2 (Custodian II)	9.97	10.38	10.79	10.90	11.63	12.05	12.47	12.88	13.29	13.70	14.12	14.55
Level 3 (Utility/Grds/Repair)	10.35	10.75	11.17	11.27	12.01	12.43	12.84	13.25	13.67	14.08	14.50	14.92
Level 4 (Head Custd II)	10.66	11.08	11.50	11.59	12.32	12.74	13.15	13.57	13.99	14.40	14.81	15.24
Level 5 (Head Custd III)	10.93	11.35	11.76	11.85	12.60	13.02	13.45	13.85	14.27	14.68	15.10	15.52
Level 6 (Maintenance)	13.67	14.08	14.50	14.51	15.33	15.74	16.17	16.59	17.01	17.43	17.84	18.25
Mech I (Mechanic Asst.)	10.31	10.73	11.15	11.25	11.99	12.41	12.81	13.23	13.64	14.05	14.47	14.90
Mech II (Mechanic)	13.88	14.30	14.73	14.74	15.60	16.02	16.45	16.87	17.30	17.74	18.17	18.60

Custodial/Maintenance

2005-2006

2005-2006 3.25%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Level 2 (Custodian II)	10.29	10.72	11.14	11.25	12.01	12.44	12.87	13.30	13.72	14.15	14.58	15.02
Level 3 (Utility/Grds/Repair)	10.68	11.10	11.53	11.64	12.41	12.84	13.25	13.68	14.11	14.53	14.97	15.41
Level 4 (Head Custd II)	11.01	11.44	11.87	11.97	12.72	13.15	13.58	14.01	14.44	14.87	15.29	15.73
Level 5 (Head Custd III)	11.29	11.72	12.14	12.24	13.01	13.44	13.88	14.30	14.73	15.16	15.59	16.02
Level 6 (Maintenance)	14.11	14.53	14.97	14.99	15.82	16.25	16.70	17.13	17.57	18.00	18.42	18.85
Mech I (Mechanic Asst.)	10.65	11.08	11.51	11.62	12.38	12.81	13.23	13.66	14.08	14.51	14.94	15.38
Mech II (Mechanic)	14.34	14.77	15.21	15.22	16.10	16.54	16.99	17.42	17.86	18.31	18.77	19.21

Employees in the bargaining unit who were hired prior to July 1, 1996, shall be paid at Step 12 and shall remain at Step 12 in the event they move from one level to another level. Employees who were hired after July 1, 1996, shall commence employment at Step 1 and shall advance a step for each year of satisfactory employment. An employee hired after July 1, 1996 who advances from one level to a level with a higher maximum rate of pay shall be paid at the step providing an increase in pay. An employee hired after July 1, 1996, moving from one level to a level with a lower maximum rate shall retain their current step.

- (a) Maintenance and Custodial personnel will be paid a minimum of two (2) hours for Saturday, two (2) hours for Sunday, and two (2) hours for each holiday when called in to work.
- (b) Probationary employees will be paid at a rate of 95% of the first step.
- (c) The district maintenance employees, mechanic and mechanic's helper shall be provided, without cost, with five (5) uniforms per week.
- (d) Employees required to perform asbestos work under 40 cfr 763.120 et shall be paid an additional dollar per hour for all hours that they perform such tasks. They shall also be entitled to have all safe guards provided in accordance with Federal Regulations.

**LONGEVITY SCHEDULE
Effective July 1, 1982**

After ten (10) years of service - 3% above regular salary; After fifteen (15) years of service - 6% above regular salary; After twenty (20) years of service - 9% above regular salary. Longevity increase for current employees on employee anniversary date. No longevity for new hires after June 30, 1996.

**ARTICLE XI
PAID LUNCH PERIOD**

- A. Employees working in the following elementary buildings when on the second shift 3:00 p.m. to 11:30 p.m. will work an eight (8) hour day, but will have a thirty (30) minute paid lunch period included in their eight (8) hour work day. The employee shall not leave the building during this lunch period. Those buildings are: Brunkow, Claytor, and Henry Doerr.

**ARTICLE XII
LEAVES**

A. Sick Leave

1. The Employer will credit each employee with one (1) day of sick leave for each calendar month in which the employee actually worked.
2. Unused sick leave days may be accumulative.
3. Employees will be eligible to receive sick leave pay on the first day they have been absent from work as a result of their illness. Paid sick leave shall be equal to the regular pay the employee would have received on the day absent if it had been worked. Employer will not unreasonably require employees to provide medical statements. Reasonable requests for medical statement shall include but not be limited to: (1) verification of an employee's medical ability to return to work after extended absence; (2) pattern absenteeism; (3) excessive absenteeism.
4. Employees shall receive two thirds of their regular pay after they have been absent as a result of sickness or an accident for thirty (30) days. Such payment shall be made subject to the conditions of the Insurance Carrier for an additional period of thirteen (13) weeks.
5. Employees shall be furnished a telephone number to call when unable to report for work.
6. Payroll deduction on long term disability insurance subject to provisions of carrier.

B. Emergency Leave

1. Emergency leave will be granted in the case of death in the immediate family up to four (4) days time for the work days falling within the period between the time of the death and the day of the funeral. The immediate family is to be wife, husband, children, [stepchildren](#), mother, father, brother, sister of self or spouse, and grandmother or grandfather, and [grandchildren](#). Extension deducted from sick leave may be granted with approval of the administration.
2. Emergency leave, up to four (4) days, due to illness in the immediate family as defined in (1) shall be provided upon written request and be subjected to administrative approval.

C. Personal Leave

1. Employees shall be allowed [three \(3\)](#) days to be deducted from sick leave in any fiscal year for personal business, without loss of pay, provided that such day is needed to handle such personal business that cannot be reasonably taken care of outside their regular working hours and further provided that suitable replacement can be obtained by the administration. Application shall be made as far in advance as possible to the supervisor except in case of emergency.

D. Military Leave

1. Anyone drafted or called into military service shall be accorded all rights under the Federal Universal Training Act.

E. Jury Duty

1. Employees who are called to jury duty and cannot obtain a release shall receive the difference between the juror rate of pay and their regular rate.

F. Union Leave

1. Employees may request an unpaid union leave of absence for one full day or more provided there is no undue disruption to the normal school operation.

**ARTICLE XIII
LIFE INSURANCE**

A. The Employer agrees to maintain at its sole expense during the term of this Agreement, for those employees actively working for the school, a group insurance policy providing the following benefits:

1. A life insurance policy for all seniority employees covering the life of the insured employee in the principle sum of \$10,000.00 payable to the beneficiary named by the insured employee with the right reserved by the insured employee to change the beneficiary.
2. Effective February 1, 1986, the above life insurance policy shall be increased to \$20,000.00 per employee.

**ARTICLE XIV
HEALTH INSURANCE**

A. In regards to the health insurance benefits provided herein, the Board reserves the right to select the provider, to change providers, to become self-insured, and/or to determine the method of providing the negotiated benefits, (including bidding such benefits), the negotiated benefits to be comparable to the basic Blue Cross/Blue Shield MVF-I with Master Medical with 80/20 co-pay and 100/200 deductible, Prescriptions \$7.00 (generic) \$14 (brand), Mail order prescription 90-day supply for single co-pay. Vision Insurance (Examination & Lenses once every two years). It is understood that the Board may implement a revised and/or alternate medical insurance program, per its options herein, as early as December 1, 1985, or at any time thereafter; provided however, that the union shall be notified in advance.

The Board agrees to provide an alternate PPO Health Insurance Program subject to the terms of the carrier. Those employees enrolled in the PPO Plan will receive the following benefits in addition to those provided under the traditional Blue Cross Blue Shield plan as soon as practical but, no later than December 31, 1991.

1. \$5.00 (generic) \$10.00 (brand) co-pay for prescription drugs.
Mail order – 90-day supply for single co-pay
2. Life Insurance shall be increased to \$30,000 per employee.
3. PSA test
4. 90/10 co-pay
5. Master medical 100/200 deductible

- B. The Board agrees to provide full family hospitalization for all employees subject to the terms of the carrier. Such coverage will be effective on the first day of the third month following employment.
- C. Hepatitis B shots are provided for unit members. Costs to be paid by school district.
- D. The Board agrees to pay its contribution for the above benefits while the employee is on a paid sick leave and beyond paid sick leave days according to the Family Medical Leave Act.
- E. **Insurance Incentive Program**
 - 1. The parties agree that any savings achieved by the Administrative Services contract only insurance program up to a maximum of one half of one percent shall be equally distributed between all employees participating in the health insurance program.
 - 2. The difference between the actual administrative cost and the illustrative conventional Blue Cross/Blue Shield rate shall be paid in a separate check to all employees once a year in December or January.
 - 3. One half percent based against the prior years actual employees' salary paid in which the savings occurred.
 - 4. Payment to be made equally to all eligible employees participating in the health insurance (ASC) program only.
 - 5. Illustrative conventional Blue Cross/Blue Shield rate effective July 1 set by Blue Cross Blue Shield.
 - 6. Only employees participating in ASC BC/BS in the year in which the savings occurred will be involved in the distribution of savings.
 - 7. Employees who work 50% or more of their scheduled time will be eligible for the insurance incentive.

**ARTICLE XV
PAYMENT OF INSURANCE**

- A. The Board agrees to pay its contribution for the above benefits while the employee is on a paid sick leave and for **six** months beyond paid sick leave days.

**ARTICLE XVI
LAYOFF**

- A. When the school district is faced with loss of operating revenue because of millage defeats, etc., and cuts in staff must be made, these cuts shall be made by seniority by job classification.
 - 1. Whenever an employee has been laid off as a result of (A), he shall be allowed to exercise his district-wide seniority to bump in the same or next lower rated classification provided he or she has more seniority with training and be subject to supervisor approval.
 - 2. When employees are recalled as such they will be able to return to their former classification by seniority in reverse order of lay-off.
 - 3. When there is a layoff, those employees in the bargaining unit who have been designated as the grievance representatives shall be granted top job seniority for layoff and recall

only provided they are capable of performing the work, and, provided further, such super-seniority is limited to no more than two designated employees in this unit.

ARTICLE XVII HOLIDAYS

- A. The following listed holidays are considered non-working days and the Employer agrees that there shall be no deduction from the salary of the employees when these days fall or are observed on a regular work day. Both parties agree that if an emergency arises during the observed holiday, that employees can be required to report for work until such time as the emergency conditions are corrected.
- B. Employees who schedule a vacation period during the time a holiday listed below falls on a regular working day to be given off, it shall result in one additional day of vacation time to be scheduled at the discretion of the Employer.
- C. The holidays recognized for employees by the Employer are: New Year's Day, Martin Luther King, Jr.'s Birthday, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.
- D. If one of the above holidays falls on Saturday, employees shall be given Friday off. If one of the above holidays falls on Sunday, employees shall be given Monday off. This section applies only if school is not in session on the Friday or Monday. In the event the employees are required to work, they will be paid for this day. [In the event the Christmas and New Year Holidays fall on a weekend where the holidays fall on Friday/Saturday, Saturday/Sunday or Sunday/Monday, the employer and the union will meet to determine the days on which the holidays will be observed/paid.](#)
- E. To be eligible for holidays, employees must have seniority and work the day before and the day after such holiday.

ARTICLE XVIII VACATIONS

- A. All vacations shall be scheduled between July 1 and June 30 of any year.
- B. The vacation period shall be selected by the employee with due regard to the desire, seniority, and preference of the employee and consistent with the efficient operation of the school system.
- C. Employees who have been at work on the active payroll for one complete year or more on June 30, will receive two (2) weeks vacation with pay.
- D. Employees who have been at work on the active payroll for more than 90 days but less than the complete year as provided in C above shall be given one day of paid vacation for each twenty-six (26) days worked prior to July 1 of each year.
- E. Vacations for employees will be two (2) weeks for each of the first five (5) years and at the end of the sixth year there will be two (2) weeks plus one day, end of seventh year two (2) weeks plus two (2) days, so that at the end of ten (10) years of service, employees will be granted three (3) weeks of vacation.
- F. Employees who have completed [after 16 years employees will receive 3 weeks plus one day, end of 17 years 3 weeks plus 2 days, end of 18 years 3 weeks plus 3 days, end of 19 years 3 weeks plus 4 days, so that at the end of 20 years employees shall receive 4 weeks of vacation.](#)

ARTICLE XIX GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a specific violation, misinterpretation or inequitable application of the terms of this Agreement.
- B. Any employee having a specified grievance shall first take the matter up with the immediate supervisor, who shall attempt to adjust the matter consistent with the terms of this Agreement.
- C. Any employee may request his immediate supervisor to call his steward to assist in the resolution of a specified grievance, with his immediate supervisor. The supervisor will send for the steward without undue delay and without further discussion of the grievance.
- D. Grievances which are not so settled shall be reduced to writing on appropriate forms, and signed by the aggrieved. The grievance shall specify what provisions of this contract are allegedly violated and the remedy requested. The grievance shall then be processed beginning with Level One below.

E. GRIEVANCE PROCEDURE

LEVEL ONE

A grievance shall first be taken up with the immediate supervisor within thirty (30) days of the time the employee knew or should have known of the act or condition on which the grievance is based. Disposition of the grievance by the supervisor shall be made within five (5) working days after this verbal discussion.

LEVEL TWO

If satisfactory solution is not reached under Level One, the employee may, within five (5) working days of the disposition in Level One above, present the problem to the Superintendent of Schools or his appointed agent. An answer as to disposition of the problem shall be given by the Superintendent/or his designee within five (5) working days.

LEVEL THREE

In the event the grievance is not settled at the preceding step, either the Union or the Employer may submit the grievance to binding arbitration. Such request must be made in writing within fifteen (15) working days after receipt of the answer in the preceding step. The arbitration shall be selected pursuant to the rules of the American Arbitration Association.

- F. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in this Agreement, or to determine disputed facts upon which application of the Agreement depends. The Arbitrator shall therefore not have authority, nor shall it be considered his function to include, the decision of any issues not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or detraction), of written terms of this Agreement. The Arbitrator has no obligation merely because in his opinion such decision is fair or equitable or because in his opinion it is unfair or inequitable.

- G. The fees and expenses of the Arbitrator, cost of transcript (if one is requested by the Arbitrator), and cost of hearing room, shall be borne by the loser as evidenced by the decision of the Arbitrator. Should the decision of the Arbitrator result in a compromise decision, the Arbitrator shall make as part of his decision a ruling as to how the above expenses shall be prorated.
- H. Upon mutual agreement of the Board and the Union, a grievance may be initiated at any level of the grievance procedure.

**ARTICLE XX
NO STRIKE/NO LOCKOUT**

- A. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article may be cause for immediate dismissal. The Employer shall not lock out any employees during the term of this Agreement.

**ARTICLE XXI
WAIVER CLAUSE**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Employer, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subjects or matter not specifically referred to or covered in this Agreement, even though such subjects 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 XXII
DENTAL INSURANCE**

- A. The parties agree that as soon as practical after ratification of this Agreement, the Employer will provide a dental plan for all employees that provides the same benefits as received by the Buena Vista teachers' bargaining unit.

**ARTICLE XXIII
MILEAGE**

- A. The Board agrees to reimburse any employee required to use their car in the performance of school duties at the rate established by the Board of Education.

**ARTICLE XXIV
DISCIPLINE AND DISCHARGE**

- A. After completion of the probationary period, employees will be disciplined and/or discharged only with just cause.
- B. Employees shall not be disciplined or reprimanded in view of students or other employees.

- C. Except for misconduct where summary discharge is appropriate, the Board shall utilize corrective, progressive discipline.
1. A Union Steward shall be present during discussion of any discipline with an employee, upon request of such employee. Stewards shall not be permitted to interfere with the Employer's investigation of any matter.
 2. A written copy of all disciplinary documents placed in an employee's personal files shall be given to the employee and the union.
 3. The Board agrees that in assessing any disciplinary action against an employee in the bargaining unit, it shall not consider any formal disciplinary action taken against the employee which happened twelve (12) months or more prior to the date of the infraction under consideration unless it is a repeat of the same violation.

ARTICLE XXV JOB OPENINGS

- A. Employer shall post all job openings in the bargaining unit on the Union bulletin board for a minimum of five (5) days prior to filling same on a permanent basis. Employees shall be entitled to submit their name to fill said vacancy, where employees are relatively equal in ability to perform the work, the employee with the most seniority shall be awarded the job opening.
- B. Whenever it has been determined by the administration that there is a "permanent" job vacancy due to retirement or termination then those jobs will be posted within 30 days.
- C. Employees who are temporarily assigned by management for a minimum of eight (8) hours and who assumes all of the duties of a job classification paying a higher rate of pay shall receive the higher rate (subject to the provisions of Article X) for the hours he or she works in the higher paying position. The employee shall be responsible for placing his or her initials on his or her timecard along with the initials of his or her supervisor establishing the time worked. Employees temporarily assigned to a job classification paying a lower rate than their regular rate shall retain their regular rate.

ARTICLE XXVI NEW JOBS

- A. When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or an existing job is changed or combined with another job to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The Board will, after written notice to the Union, assign a rate to the new or changed job which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. During this period the union may request, in writing, a meeting with the Board to review the classification rate. When the classification rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within (30) day period, the rate shall become permanent at the end of such period. If a written request is filed and no agreement is reached on the rate within thirty (30) days from the date of the request, the Union may file a written grievance at step two of the grievance procedure within ten (10) days following expiration of said thirty (30) day period.
- B. Non-bargaining unit employees shall not be allowed to perform the bargain unit work of a laid off employee except in the case of an emergency or condition beyond the control of the District.

EDUCATIONAL REIMBURSEMENT

Subject to pre-approval by the employer and availability of funds and upon submitting proof of satisfactory completion of a work related course or training program, an employee will be reimbursed for the cost of the tuition of the course or training (not for books or mileage or expenses not related to tuition).

**ARTICLE XXVII
UNION REPRESENTATIVES**

- A. Union representatives shall have access to members of SEIU, Local 517M, AFL-CIO, during lunch breaks.

**ARTICLE XXVIII
TERM OF AGREEMENT**

This Agreement shall be effective on July 1, 2001, and shall remain in full force and effect without change, addition, or amendment from this date through June 30, 2006, and shall be renewed from year to year thereafter, provided that either party hereto may reopen the Agreement for changes and amendments or may terminate the Agreement by serving written notice on the other party of its desire to change, amend, or terminate at least sixty (60) days prior to June 30th of any year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the 20th day of June, 2001.

Henry L. McQueen, Superintendent of Schools
Buena Vista School District

Marianne Woods Service Employees
International Union
Local 517M

Wallace T. Lubaczewski
Member Representative

Roland J. Gorney
Member Representative

MEMO OF UNDERSTANDING

Effective April 22, 1994, when temporary or substitute custodian or maintenance workers are temporarily hired by the school district to perform S.E.I.U Bargaining Unit work longer than the 90 day probationary period stated in Article IV, then they shall be recommended to the Board of Education for full-time employment with full membership rights, so as not to erode the bargaining unit of S.E.I.U. The District agrees not to hire temporary employees so long as any regular employees are on temporary lay-off status. This Agreement can be extended with mutual consent of either party in the event of an emergency situation or because of Local, State or Federal Law.