

# **Labor Agreement**

Between



**School District of the City of Saginaw**  
**AND**  
**Service Employees International**  
**Union, Local 517M**

**July 1, 2013 – June 30, 2015**

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## AGREEMENT

THIS AGREEMENT, made and entered into as of July 1, 2013, and effective until July 1, 2015, by and between the BOARD OF EDUCATION OF THE CITY OF SAGINAW, MICHIGAN, hereinafter referred to as the "Board" and SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, and its Local 517M, SEIU, hereinafter referred to as the "Union."

## INSURANCE

It shall be the responsibility of the employee to inform the Board of his/her desire for coverage or of any change in his/her status that may affect his/her insurance coverage, and to properly enroll in any insurance program(s) as needed and as directed by the Board.

For an eligible full-time seniority employee to become insured, the employee must enroll in the plan(s) within 30 days of the employee's eligibility or during an annual open enrollment period.

Employees should refer to Article 16 for additional eligibility requirements.

## ARTICLE 1 - RECOGNITION

- A. The Board hereby recognizes the Union, to the extent required by Act 176 of the Public Acts of 1939, as amended, and Act 336 of the Public Acts of 1974, as amended, as the exclusive bargaining representative for all full-time and regular part-time employees in the unit certified by the Michigan Employment Relations Commission in Case No. R84-A-33 and described below, employed by the Board.
- B. The collective bargaining unit shall consist of all full-time and regular part-time, cafeteria employees, paraprofessionals, Title I Interventionist and campus support as set forth in the Hourly wage schedule as set forth in paragraph C below, and as mutually agreed to by the parties, but excluding executive and administrative personnel and supervisors, temporary, casual or substitute employees, student work-study employees, seasonal employees and all other employees of the Saginaw School District.
- C. A part-time employee is defined as an employee who has a basic hourly work schedule on a regularly scheduled yearly basis of less than forty (40) hours a week. Benefits available to the part-time employee shall be on a pro-rata basis, only as noted herein within the specific article(s) and sections (s) outlining said benefits.
- D. Paraprofessionals (10 month)
  - Career and Technical Education
  - Health Care
  - Literacy Tech
  - Pre-K Associate Teacher
  - Project Find
  - Special Education (classroom/one –on-one)
  - Special Education Communication Facilitator

Title I Interventionist  
Truancy Abatement Clerk (if funding is available)

Paraprofessionals (12 month)

Data Management (Testing Center)  
Data Management (Student Records)  
Parent Educator/B-5

Security (10 month)

Campus Patrol Officer  
Campus Security Support

- E. The term "employee" and "employees" as used herein shall refer to and include only those employees who are employed in the bargaining unit described above and shall exclude all others not specifically included in said bargaining unit.
- F. The terms "Board" and "Union" shall include authorized officers, representatives, and agents. Despite reference herein to the "Board" and "Union" as such, each reserves the right to act hereunder by committee, or designated representative.

## **ARTICLE 2 - UNION ORIENTATION AND ACCESS**

Both parties agree that the Union has the right to participate in the Employer's employee orientation process for new employees.

The Employer agrees to provide the Union a list of all new employees who will be involved in the orientation including each employee's name, job title, department/building location and full-time or part-time status.

## **ARTICLE 3- UNION AND MANAGEMENT RIGHTS**

- A. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy and the operation of the schools are vested exclusively in the Board or in the Superintendent when so delegated by the Board. The exercise of judgment and discretion by the Board and its administrators, if made in good faith and for valid reasons, not in conflict with the express terms of this Agreement, shall be upheld.
- B. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or municipal regulations as they pertain to education.

- C. The Union, as the sole and exclusive bargaining representative of the employees, shall have the rights granted to it by Act 379 of the Public Acts of 1965, as amended.
- D. The Union will have the right to use school buildings at reasonable times and hours for meetings with the bargaining unit when an operating staff is on duty, provided this shall not interfere with or interrupt normal school procedures. Such use will be scheduled through the building administrator, provided that said building administrator will be consulted in advance, within a reasonable time, regarding the time and place of all such meetings. All requests for building use will conform to established Board policies. It is understood that the only cost to the Union will be any additional service costs necessitated by such meetings.

The provisions of this section shall not apply in the event of a strike, work stoppage, or any such other event as noted in Article 7., section A.

- E. 1. The Union shall be permitted the use of the inter-building mail system and of Board bulletin-board facilities for the communication of the following types of notices:
  - a) Notices of Union recreational and social affairs;
  - b) Notices of Union elections, appointments, and results of Union elections, pertaining to employees within the bargaining unit;
  - c) Notice of Union meetings and educational classes; and
  - d) Any other material approved by the Board

It is understood that bulletin-boards and the inter-office mail system shall not be used without the written authorization of the Superintendent or designee for the posting and/or distribution of printed matter of any kind if said printed matter involves the following sort of information;

  - e.) Matter of political nature, and
  - f.) Advertising of any sort, except the offer of a bargaining unit employee to sell a personal possession such as a car, which shall be limited to posting in the building in which they work;
  - g.) Any other sort of material other than that listed under a), b), and c) above.
- 2. No use of the inter-building mail system and of the District's bulletin-board facilities shall be allowed if such use is detrimental to the image of the District or any individual or if such use would do anything to hamper the good relations between the employees and employer.

- F. It is expressly understood that no member of the Administration will assume the responsibility for the posting or distribution of material for the Union or any other employee organization except that the Union may use the school delivery service from the Administration Building on the regular delivery schedule.

**ARTICLE 4 - GENERAL QUALIFICATIONS FOR  
EMPLOYMENT AND CONTINUED EMPLOYMENT**

- A. Character - Character and legal moral habits must be above reproach at all times.
- B. Physical Qualifications - Must be physically able to successfully fulfill the requirements of their assignment. Any employee during employment may be required to take a physical examination by a physician designated by the Board and at Board expense when so requested by the Board, provided the provisions of this sentence shall not be subject to abuse by the Board.
- C. Appearance - Neatness and cleanliness of person will be required on s/he particular assignment.
- D. Attitude - Should be cooperative, conscientious, faithful, and efficient in carrying out his or her assignment and duties. Every employee should be genuinely interested in the welfare of students, fellow employees, and the building in general, and should be desirous of, and willing to, improve and enlarge his/her knowledge and abilities in connection with his/her work.

**ARTICLE 5 – LABOR MANAGEMENT COMMITTEE**

1. The Employer and Union agree that there shall be a voluntary Labor Management Committee consisting of no more than three (3) individuals from each party, depending on unit size.
2. Committee members shall be designated in writing, by each party to the other.
3. Meetings will be conducted at the end of members work day, not to exceed one hour, unless agreed to by both parties to extend so as to apprise each other of the other problems, concerns and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties.
4. Meeting will be held one (1) time each month.
5. A written agenda shall be established for each meeting.
6. Such meetings shall not be construed as opening the Agreement for negotiation, nor shall any subject matter at the meetings constitute a step in the grievance procedures.

## ARTICLE 6 - GRIEVANCE PROCEDURE

### A. Definition

1. A "grievance" shall be defined as an alleged violation of Board Policies and/or the expressed terms and conditions of this Agreement. The purpose of the grievance procedure is to secure, at the lowest possible administrative level in an expedient manner, equitable solutions to grievances which may from time to time arise.
2. For the handling of grievances on their behalf, the Union shall select five grievance representatives and five alternate grievance representatives. Each grievance representative and alternate shall have at least six (6) months of seniority and be on the active payroll when elected or appointed. The Union shall notify the District in writing of the name of each representative and alternate and the District shall not be obligated to recognize any grievance representative or alternate until such notification. In the absence of any appointed grievance representative or alternate, the Chapter President or his/her designee may be substituted on an interim basis. A grievance representative, upon approval from his/her supervisor, shall be released with no loss of pay to investigate grievance matters. This process shall not be abused by the Union and shall not disrupt normal school district operations. No request to be released shall be unreasonably denied.

### B. A grievance, as defined in A. above, shall be processed according to the following procedures, time limits, and regulations.

#### 1. LEVEL ONE

A grievance shall first be taken up with the principal or his/her designee or with the immediate supervisor, where there is no principal, within ten (10) working days of the time the employee knew of the act or condition on which the grievance is based. Disposition of the grievance shall be made within five (5) working days after the verbal discussion.

#### 2. LEVEL TWO

If the grievance is not settled under Level One above, the grievance shall be reduced to writing on the proper grievance form, be signed by the grieving employee and shall be submitted to the principal or his/her designee or to the immediate supervisor within five (5) working days of the time of the disposition at Level One provided that in no event shall any grievance be filed more than twenty (20) days after the date of the occurrence. Said written grievance shall name the employee(s) involved, shall identify all of the provisions of the contract alleged to have been violated by appropriate reference, and shall identify the relief requested. Written Disposition of the grievance shall be made by the principal or his/her designee or by the immediate supervisor within five (5) working days with receiving written disposition by the Principal and the. If the grievance is resolved

at this stage, appropriate indication of the solution thereof shall be indicated by both parties on the written grievance.

3. LEVEL THREE

If satisfactory solution is not reached under Level Two, the area grievance representative, and the President or his/her designee, shall, within five (5) working days of the disposition in Level Two above, present the problem to the Superintendent of Schools or his/her appointed agent. An answer as to a disposition of the problem may be expected within a ten (10) working day period.

4. LEVEL FOUR

In the event the dispute shall not have been satisfactorily settled under Level Three, the Union shall within five (5) work days, appeal the grievance to a Committee appointed by the Board which shall include at least one (1) Board member. Within ten (10) working days after receiving the written grievance, the committee appointed by the Board will meet with the aggrieved person and not more than two Union Representatives, for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Four will, however, be rendered by the full Board, at the earliest possible opportunity.

5. LEVEL FIVE

In the event the dispute shall not have been satisfactorily settled in the preceding steps of the grievance procedure, and in the event the grievance involves an alleged violation of a specific Article and Section of this Agreement, the Board or Union may submit the dispute to binding arbitration. Such request must be made in writing, must specify the provisions of the Agreement allegedly violated, must state the issues involved, must state the relief requested, and must be filed within a period of fifteen (15) working days of the disposition under Level Four hereof, or otherwise the dispute shall be deemed resolved. The Arbitrator shall be selected pursuant to the rules of the American Arbitration Association. The expenses and salary incident to the service of the Arbitrator shall be paid jointly by the Board and the Union. Both parties agree that the Arbitrator's decision shall be final and binding upon both parties. The Arbitrator shall have no power to alter, modify or add to or subtract from the provisions of this Agreement.

His/her authority shall be limited to deciding whether a specific Article and Section of the Agreement has been violated. The decision of the Arbitrator, if within the scope of this authority as set forth above shall be final and binding, provided that the Arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under law and this Agreement.

- C. After a grievance is filed within the prescribed time limit and the grievance is not advanced to the next step within the time limits in that Step, said grievance shall be



automatically advanced to the next step. Time limits may be extended by the Board and the Union in writing; then the new date shall prevail.

- D. The Board shall not be required to pay back wages or any other form of back remuneration for more than thirty (30) days prior to the date a written grievance is filed.
  - 1. All claims for back wages or any other form of back remuneration shall be limited to the amount that the employee would otherwise have earned less any unemployment or other wages or remuneration that s/he may have earned during their normal working day during this period of back pay.
  - 2. No decision in any one case shall require a retroactive wage adjustment in any other case.
- E. Any grievance which does not allege a violation of a specific Article of this Agreement, when filed, may be processed through Level Four of the Grievance Procedure, but will not be arbitrable.
- F. The Arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the employee or employees involved, and the Board.
- G. The sole remedy available to any employee for any alleged breach of this Agreement, or any alleged violations of his/her rights hereunder will be pursuant to the Grievance Procedure; provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
- H. If a grievance affects a class of employees, it may be submitted, in writing, by the Union at Level Three, provided it must be signed by at least one member of the group and must name all the employees in the group or specific classification involved.
- I. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- J. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed under this Agreement, unless such Agreement is extended by the parties.
- K. It will be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties; however, in the event it is mutually agreed by the aggrieved person, the Union and the Board to hold proceedings during regular working hours, an employee, participating in any level of the Grievance Procedure, on his/her own behalf or on behalf of the Union, with any representative of the Board, will be released from assigned duties without loss of salary. In regard to any arbitration proceedings, the following shall be allowed to attend, with no loss of pay, in the event they are scheduled to work when the hearing is held: the grievant, any witnesses on

behalf of the grievant, the grievant's designated representative, the President (if s/he is not the designated representative), and any other employee which the parties have mutually agreed upon.

- L. In the course of the investigation of any grievance, representatives of the Union will report to the principal or his/her designee, of the building being visited and state the purposes of the visit immediately upon arrival. Upon the approval of the Board or the principal of the building in which an employee works or the immediate supervisor, a Union representative may be permitted to meet with District employees during working hours, which approval will not be unreasonably withheld.

#### **ARTICLE 7 - NO-STRIKE CLAUSE**

- A. The Union and the employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown, or stoppage of work, boycott, picketing, curtailment of work, concerted use of paid leave time, restriction of work, sympathy strike or other interference with the operations of the District, of any kind for any reason, including a labor dispute between the District and any other labor organization.

It is the intent of the administration that when and if the number of absent employees in any given building and/or classification and/or department exceeds what is normal, each such absent employee may be required to provide medical verification regarding the use of such paid leave time.

- B. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal. The Board of Arbitration is limited to determining only the issue of whether or not any employee or employees activity violated the provisions of the Article. The penalty assessed by the employer is not subject to the arbitrator's determination.

#### **ARTICLE 8 - DISCIPLINE AND DISCHARGE**

- A. The Board shall retain the right to establish, adopt, change, amend, and enforce reasonable rules for employees to follow, the right to warn, reprimand, suspend, discharge, demote, or transfer any and all employees who violate these rules, subject to the terms of this Agreement.
- B. The Board shall not discipline, discharge nor suspend any seniority employee without just cause, but in respect to discharge or suspension shall give at least two warning notices of the complaint against such employee, in writing, and a copy of the same to the Union. All employees must sign such warnings acknowledging receipt of copy. An employee's signature will not be misconstrued as agreement of such discipline. In cases

of suspension, the suspended employee may receive his/her full wages and benefits until due process has been served and a complete and thorough investigation has been concluded. Prior disciplines that exceed eighteen (18) months from the date issued and prior suspensions that exceed thirty (30) months from the date issued may not be considered when determining current disciplines.

No warning notice need be given to an employee before s/he is discharged or suspended if the cause of such discharge or suspension is such things as conduct detrimental to the school system, insubordination, reporting for duty while under the influence of intoxicating beverages or drugs, the use of intoxicating beverages or drugs while on duty or while on Board property or on property under the control of the Board, disorderly conduct, clear neglect of duty, conduct justifying discharge under Act 379, Public Acts of 1965, as amended, recklessness resulting in serious accident while on duty, the carrying of unauthorized passengers while on the job, the possession or bringing on to Board property or property under the control of the Board, of concealed, unauthorized weapons, and the abuse of sick leave or any other leave time. The warning notice may include appropriate but reasonable disciplinary action.

- C. Discharge or suspension must be by proper written notice to the employee and the Union. Such notice shall be delivered to the employee at his/her last-known address, as this is reflected in Board records. Any employee may request an investigation as to his/her discharge or suspension. A request by an employee for an investigation as to his/her discharge or suspension must be made by written request within five (5) days from the date of discharge or suspension. The written request must be signed by the involved employee and must be submitted to Human Resources. Appeal from discharge or suspension must be heard within ten (10) days and a decision reached within fifteen (15) days from the receipt of the written request for the investigation.

In the event that the decision arrived at as a result of the investigation is not mutually agreeable to the involved employee and to the Board, or in the event no decision is rendered within the time-lines noted above, the employee shall have five (5) days within which to submit a grievance at Level Two and the matter shall then be taken up as provided in the Level Two language. It is understood here that the Level Two Hearing officer shall be someone other than the building principal or the immediate supervisor.

- D. The discipline of the students is the responsibility of the principal and his or her educational staff.
- E. Each employee must punch his or her own time card. Punching or tampering with someone's time card other than your own is reason for immediate dismissal.
- F. Employees may request that a Union representative be present when s/he is being disciplined.
- G. It shall be the responsibility of each employee to keep the Board informed at all times of their current address and telephone number and of any change in said address and telephone number. The employee's address and telephone number as it appears on the

Board's records shall be conclusive when used in connection with this Article and with layoffs, recall, and any other notices.

- H. An employee will be subject to immediate discharge if employment was obtained on the basis of false or misleading information.

### **ARTICLE 9 - SENIORITY**

- A. Seniority shall be defined for the purposes of this Agreement as length of continuous service with the Board within the respective employee(s) Cafeteria, Paraprofessionals, and Security. Employment with the Board in any other capacity other than in each respective employee (s) shall be used only in the determination of fringe benefits and pay rates, as mutually agreed to by the parties. It is understood that seniority credit shall not be transferable between employee (s) for any purposes except fringe benefits and pay rates. It is further understood that the employee (s) stated above shall be treated as distinct and separate employee (s) for purposes of promotion, transfer, layoff, and recall and other circumstances where a choice must be made between employees.
- B.
  - 1. Employees shall acquire seniority upon completion of a probationary period of six (6) calendar months of work from date of hire. The Board shall maintain a separate seniority list for each bargaining unit, which seniority list shall include both full and part-time employees in that bargaining unit.  
  
(Probationary employees - see also Section D. of this Article and Article 16., Section C.)
  - 2. The Board shall inform the Union on a monthly basis, barring unforeseen and/or emergency circumstances, by written notification, of the effective date on which new hires achieve seniority status. (The implementation date of this requirement shall be subject to available and operative computer records and facilities.)
- C. The seniority of an employee shall continue to accumulate while absent because of injuries covered by the Workers' Disability Act during a prolonged and continuous absence for a period of up to two (2) years due to such injuries. After two (2) years, the employee will retain his/her seniority standing but will no longer accumulate additional seniority.
- D. Probationary employees do not receive paid holidays, sick leave, vacation, and other fringe benefits, and the Board shall have the sole right to discharge, discipline, transfer or layoff such employees for any reason and no grievance shall arise there from.
- E. An employee shall be terminated and lose his/her seniority rights if s/he:
  - (1) leaves of his/her own volition (quits or retires);
  - (2) is discharged for just cause;

- (3) is not rehired within a period of eighteen months (one and one-half years) following layoff;
  - (4) is absent on sick leave in excess of twenty-four months;
  - (5) is absent without a reasonable excuse for two (2) consecutive working days without notice to the Board of such excuse within the two (2) days;
  - (6) fails to return from a leave of absence.
- F. Employees entering into the armed forces shall retain all continuing seniority rights while serving in the armed forces if application for reinstatement is made within one-hundred twenty (120) days of honorable discharge or upon completion of training.
- G. All employees must adhere to state law regarding tuberculosis testing. Employees shall submit to a skin test, unless medical evidence is submitted indicating that a skin test is not medically feasible. The Board shall pay any expenses incurred by an employee for TB testing, except for the medical evidence referred to above. It is understood that employees will obtain TB testing at a local public clinic or such other facility as may be directed by the Board.
- H. It is the responsibility of the employee to give the employer at least two weeks written notice on forms provided by the employer prior to the effective date of his/her resignation, except in unusual circumstances or circumstances beyond the control of the employee. Exceptions to this may be made by Human Resources. Failure to fill out the required termination forms will mean a forfeiture of any accrued benefits.

### **ARTICLE 10 - VACANCIES, PROMOTIONS, TRANSFERS**

- A. **B-D shall apply to Cafeteria employees only**
- B. In the event permanent job vacancies that indicate promotion and/or a transfer (if applicable) in the Cafeteria unit are to be filled from among Cafeteria employees, the oldest employee in terms of length of service consistent with ability to do the work, will be given every consideration, providing:
- 1. S/he is physically able and otherwise qualified to fill the vacancy. Disciplines issued over twelve (12) months and suspensions issued over twenty-four (24) months may not be considered when determining if an applicant is qualified.
  - 2. S/he had demonstrated by his/her work a desire and a willingness to competently carry on in a new position.
  - 3. When there is such a job vacancy, the Board shall cause to be posted on its bulletin boards, for a period of not less than ten (10) working days in advance of its filling the vacancy, a request for application for said vacancy or vacancies in the classifications where they occur. Applications for such vacancy shall be in

writing and turned into the Human Resource Department. Said applications must be signed by the actual applicant. The Board shall conduct interviews within ten (10) working days from the expiration of the posting, when possible, and upon request will submit the list of applicants for said job posting to the Union. As between the employees possessing the necessary ability and qualifications, as recognized by the supervisor, the senior employee applying for the vacancy shall be appointed to fill the same, provided that the judgment of the decision-making supervisor shall not be made in an arbitrary or capricious manner. Such vacancy may be filled temporarily by the Supervisor until such successful applicant is appointed, but at no time shall it exceed more than thirty (30) days. No more than three (3) changes will be made when a job vacancy occurs.

4. There shall be a maximum period of up to sixty (60) days in which s/he shall have a fair trial to prove competency to handle such a job. In the event s/he cannot handle the job, the employee shall be returned to his/her former position with no loss of service time, and the next senior applicant who is considered physically able and qualified may be given an opportunity to fill the vacancy provided s/he has followed the above-outlined procedure.
  5. In the event the employee cannot handle the job, such employee shall forfeit bidding rights for ninety (90) days from the date s/he leaves the said job.
  6. In the event no one makes application or an emergency arises, the Supervisor will fill the vacancy as /s/he sees fit from Personnel.
  7. In the event said job placement is in an elementary building, then the days during the summer months when the principal is not scheduled to be at work, shall not be counted in the sixty (60) days referred to above in subsection (4) and the sixty (60) days shall be so extended.
  8. If a vacancy is of an emergency nature, the Board reserves the prerogative of designating a temporary substitute, under normal circumstances not to exceed thirty (30) days, until the vacancy is otherwise filled as herein provided.
- C. When personnel shortages occur in one department, and a personnel surplus exists in another, arrangements may be made to transfer for the temporary period of the shortage those from the department with the surplus and the Supervisor reserves the right to select personnel upon their ability and fitness to perform the work, consistent with length of service. A temporary transfer, wherever possible, shall be filled from the department where a surplus exists, by the employee with the lowest seniority, provided such employee has the ability to do the work. If an employee requests not to be so transferred because of proven hardship, the Board will endeavor to transfer some other employee. Employees temporarily assigned to a job classification paying a rate higher than their regular rate shall receive the higher rate if they work at the higher classification, and provided such employee is responsible for placing on his/her time card, with signature or initials of his/her immediate supervisor, a notation establishing the time worked.

Employees temporarily assigned to a job classification paying a lower rate than their regular rate shall retain their regular rate.

- D. Transfers from one building to another -- The Board reserves the right to transfer from one building to the same classification in another building, subject to job posting and emergency provisions.
- E.
  - 1. Involuntary transfers may be made by the Board for the good of the school system after discussion of the transfer with the Union, and the position(s) involved in such transfers, if mutually agreeable between the parties, shall not be subject to the job posting and bidding procedures spelled out in this Article.
  - 2. In the event the Board and the Union fail to reach agreement over the involved position(s) transfer(s), then such transfers may be made the subject of a grievance, but such transfer shall remain in effect during the pendency of the grievance in cases of emergency.

F. **Paragraphs G through N shall only apply to all Paraprofessionals.**

In the event permanent job vacancies are to be filled by Paraprofessional, they will be handled according to the provisions of Q. through U. of this Article (Article 10).

- G. Transfers and changes of assignment shall be on a voluntary basis whenever possible. However, the Board and the Union realize that some transfers will be necessary for administrative purposes. Such transfers shall be made upon the recommendation of the Board or its designee after discussion of the transfer and the reasons for the transfer if the employee so requests, except that in those cases in which a transfer must be made in less than two (2) weeks, such notice will be given as time will allow. In making involuntary transfers the needs of the individual employee will be considered to the extent that these do not conflict with the instructional requirements and best interests of the school system and students. Employees have the right to file a grievance at the Level 2 Step protesting an involuntary transfer. Such transfers shall remain in effect during the pendency of the grievance.
- H. A vacant position is a position newly created or a position vacated by a unit employee which may or may not be filled temporarily with a new hire. Vacancies filled by new hires during both the first and second semester of a given school year shall be considered as filled on a temporary basis. Paraprofessionals currently on lay off status will be given first opportunity to fill said vacancies in order of seniority as long as the unit employee is qualified for the position. Once a vacancy becomes available in the paraprofessionals due to newly created positions, termination voluntary or involuntary, retirement, or death, a notice of the vacant position shall be sent to the SEIU local office. A listing of the above will be maintained by the Human Resource Department. It will be the responsibility of any unit employee to request this listing of vacancies for the purposes of desired transfers. Applications will be taken at the Human Resource Office according to the agreement, and individuals will be considered for available positions that became vacant the previous school year.

When new programs are established which require the services of unit employees, the position vacancy notice listing the job requirements will be publicized by posting on the bulletin boards by the Board. During the last month school is regularly in session, employees shall have the right to submit their names to bid for any vacancy which may occur in an existing program, specifying the position and building in which they have an interest. Additionally, during the last month school is regularly in session, employees shall have the right to submit their name to bid for any position vacancies which may have occurred during the second semester of any given school year, and which have been filled by new hires, specifying the position and building in which they have an interest. Vacancies filled by new hires during both the first and second semester of a given school year shall be considered as filled on a temporary basis. Said requests shall be made in accordance with the procedures outlined in Section M. of this article. The employee's right to be considered for such a vacancy will terminate upon the opening of school in the succeeding school year.

1. The parties agree that beginning with the 1994-95 school year, new hires who were assigned to temporary positions during the first semester of the school year, and hired in a regular position the following school year shall receive credit on the salary schedule for that year using the date of hire in the temporary position as the anniversary date.
- I. All vacancies subject, except temporary vacancies, shall be posted on the employee bulletin board in each building at least five (5) working days before the vacancies are filled; provided that, any vacancy may be filled on a temporary basis for a period not to exceed twenty-three (23) working days; provided further that, posting may be waived by agreement between the Union and the Board.
  - J. Applications to fill any vacancy or transfer shall be made in the following manner, and no application will be considered which does not meet the following requirements:
    1. Each applicant shall fully complete a vacancy or transfer form provided by the Board.
    2. The employee shall submit the completed form to the appropriate supervisor prior to the deadline fixed for submitting applications.
  - K. Any seniority employee may apply for a vacancy. The Board agrees to consider the background, attainments, skills, length of service of the employee in the school system and other relevant factors. Vacancies shall be filled from the employees applying for such positions, provided the employee has the ability to perform all the duties and meet all the requirements of the position as set forth in the position vacancy notice. In the event two or more employees applying for a vacant position have relatively equal ability to perform the work required, the number of months of satisfactory service in the system shall be the determining factor. The decision of the Board as to the filling of such vacancies shall be final, provided the criteria set forth above shall not be applied



arbitrarily or capriciously. "Service" in the system, for purposes of this Agreement, shall mean uninterrupted employment by the Board.

- L. Any employee approved for change of position shall be transferred within three (3) weeks after being appointed to the position. The Board or its designee may extend the above time limit to meet the needs of the school system. In the event the applicant is not placed in the new position within the above three (3) week period, the employee shall, upon the conclusion of said period, begin receiving a wage rate equivalent to the rate of pay of the position to which the employee is to be transferred.
- M. In filling of any position as outlined in this Article, there shall be a maximum period of up to sixty (60) working days in which an employee shall have a fair trial to prove themselves competent to handle such work.
- N. Paraprofessionals will receive consideration over the hiring of new employees provided they have indicated an interest in writing, and on the proper form in the position for which they wish to be considered as candidates, provided they possess the necessary skills and abilities, i.e., they can perform all the duties and meet all the requirements of the position for which they are applying.
- O. Paragraph P shall apply to all Security employees**
- P. Should security employees, become displaced, s/he has the right to displace the least senior employee, however, the Chief of Security, or designee, will determine building placement.
- Q. Paragraph R-U -shall apply to all bargaining unit members.**
- R. An employee, who wishes to be considered for a position within another employee group within the bargaining unit (as noted in Article 9. Section A.), shall have the following regulations apply:
  - a.) When a vacant position is posted outside of a bargaining unit member's classification and said position has not been awarded to a qualified applicant with seniority within the posted classification, the Board will give every consideration to a bargaining unit member outside of the posted position's classification before the position is posted externally. If there is more than one applicant from outside the posted position's classification with relatively equal qualifications to perform the duties of the position, the years of uninterrupted service with the Board may determine the appointment.
- S. Ten-month bargaining unit employees who qualify and are covered under this agreement will be given first consideration for employment in summer programs with the school district.

**T. Change -Fringe Benefits, Pay Rates, Seniority Status**

If and when an employee switches from one position into another position, the below-listed conditions shall be in effect.

1. The affected employee shall be awarded any accumulated seniority credit for placement on the new salary schedule.
2. For purposes of layoff, recall, transfer, and promotion and any other terms and conditions of employment, the employee's seniority date will be the date of movement.
3. The affected employee, in the event s/he shall already have served an initial probationary period, shall not be required to serve an additional such period but shall be regarded as a seniority employee, except for those provisions in the contract which are listed above in 2. It is understood that the superintendent or designee retains the sole discretion as to a determination of the employee's ability to handle the job duties of the new position, subject to the sixty (60) day trial period set forth in Article 10., Section A. 4, and Section L
4. Hospitalization insurance for eligible employees will be carried on without loss of coverage if the affected employee has coverage at the time of movement and if s/he remains eligible per the provisions of the contract.
5. Life insurance will be continued at the time of movement and will be adjusted to the employee's new work schedule.
6. Accumulated sick leave will be retained but will be pro-rated accordingly, either higher or lower.

- U. **RETURN TO UNIT** - In the event a unit member is transferred or elects to transfer to a non-unit position within the Saginaw School District and then is subsequently returned or elects to return to a bargaining unit. S/he must return within 18 months, upon return, have the status of a seniority employee. The provisions of this section shall apply retroactively to presently-employed, non-bargaining units in the Saginaw School District providing they were once members of the Local 517M bargaining unit.

**ARTICLE 11- LAYOFFS**

- A. When layoffs occur with the Cafeteria employees, those with the shortest length of service in that classification affected will be laid off first, starting with the probationary employees. Employees displaced with longer service records who are qualified, shall be assigned in a lower rated, vacant classification in the Cafeteria members at the current rate for the job.

1. When there is an increase in the work force after a layoff, the laid off employees will be recalled in inverse order of layoff, so long as they are qualified to work.
2. In the event the employee's position is unavailable at the time the employee is to be recalled, such employee shall be recalled to the work available at the prevailing wage rate for such work. It is understood that in the event an employee declines an offer of reemployment, then said refusal shall be considered to be a voluntary quit.
3. Employees recalled to work in positions other than the one they held prior to layoff shall be returned to their former position when it becomes available without bidding such position.

B. For purposes of this Article, the following positions are hereby recognized.:

Paraprofessionals (10 month)

Career and Technical Education  
 Health Care  
 Literacy Tech  
 Pre-K Associate Teacher  
 Project Find  
 Special Education (classroom/one –on-one)  
 Special Education Communication Facilitator  
 Title I Interventionist  
 Truancy Abatement Clerk (if funding is available)

Paraprofessionals (12 month)

Data Management (Testing Center)  
 Data Management (Student Records)  
 Parent-Educators/B-5

Security (10 month)

Campus Patrol Officer  
 Campus Security Support

1. When layoffs occur with Paraprofessionals, those employees with the least seniority in the position affected will be laid off first, beginning with probationary employees. Laid-off, non-probationary employees may displace the least senior employees in other operating programs provided they possess the necessary qualifications and provided they are willing to do the work and have more seniority than the employee to be displaced. Employees shall not be permitted to displace other employees who work more hours per day than they do.
2. When there is an increase in working forces after a layoff, those employees laid off will be recalled in reverse order of layoff in job categories for which they are

qualified. Employees recalled to a job category in the operating program in which they were last employed, shall be deemed voluntary quits if they are not willing to accept such work.

3. In the event an opening in the employee's previous position is unavailable at the time the employee is to be recalled, such employee shall be called to the work available in some other operating program for which they are qualified.
  4. Employees recalled to work in a job category other than the one they held prior to layoff, shall be offered work in their former job category when it becomes available, in accordance with their seniority and without bidding such position. Employees shall be offered their former job category under this section only one (1) time.
  5. When employees are placed in a different job category under the provisions of this Article, there shall be a maximum period of up to sixty (60) working days in which they shall have a fair trial to prove themselves competent to handle such work.
  6. Employees laid off from one unit shall not displace employees in the other unit but will be offered openings in the other units for which they are qualified in accordance with their seniority.
  7. No application of this procedure shall in any manner compel the school district to retain or recall any person in any job category for which s/he cannot perform all the duties and meet all the requirements of the job category.
- C. In the event of recall, notice of recall shall be by certified mail to the last recorded address of the employee as it appears on the records of the Board, and upon failure to report within five (5) days of mailing of such notice, such failure shall be considered to be a voluntary quit; provided, however, the employee's failure to report is not the result of inability to report by reason of illness. Employees are responsible for keeping the Board informed of their last known address.
- D. When there is a layoff, those employees in the bargaining unit who have been designated as the grievance representatives (but not including the alternates) in Article 6, Section A. 2. 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 not more than one designated employee in each of the employee groups noted in Article 9., Section A.
- E. Seniority shall not accumulate during any period of layoff, but such employees rehired within the eighteen-month period following layoff shall be deemed to have on the date rehired the seniority which had been accumulated up to the layoff date.

## **ARTICLE 12 - HOURS OF WORK AND OVERTIME**

- A. The Board retains the right to schedule the work hours and work days and work year of employees according to the needs of the school system. Any employee who would be given a schedule change (permanent transfer, shift or working hours) shall be notified in writing as soon as administratively possible, prior to any said schedule changes. The normal or typical work day for most regular employees shall be as follows:

### **Cafeteria**

Standard work hours are eight hours per day and forty (40) hours per week, for regular, full-time employees, unless employed in a position requiring less than forty (40) hours as designated by Human Resources, or his/her designee, provided this shall not be construed to constitute a guarantee of hours worked per day or days worked per week. Time schedules for each employee are set by the Director of Food Services, or his/her designee, and must not be changed without permission.

### **Paraprofessionals and Title I Interventionist**

Standard work hours are six (6) hours per day and thirty (30) hours per week, exclusive of a thirty (30) minute lunch period, for regular, full-time employees, unless employed in a position requiring more or less than thirty (30) hours as designated by Human Resources, provided this shall not be construed to constitute a guarantee of hours worked per day or days worked per week. Work hours for each employee are set by the building principal and Human Resources or their respective designee(s) and must not be changed without permission.

12 month paraprofessionals – Standard work hours are seven and half (7.5) and thirty-seven (37.5) hours per week, exclusive of a one (1) hour lunch period, for regular full-time employees.

### **Security Staff**

Standard work hours are seven and half (7.5) hours per day and thirty-seven and half (37.5) hours per week, exclusive of a thirty (30) minutes lunch period, for regular, full-time employees, unless employed in a position requiring more or less than seven and half (7.5) hours as designated by the Human Resources, provided this shall not be construed to constitute a guarantee of hours worked per day or days worked per week. Work hours for each employee are set by the Director of Campus Security and Human Resources or their respective designee(s) and must not be changed without permission

- B. It is understood that the calendar for the school year shall be established (and may be revised) by the Board.

C. Overtime

1. Time and one-half shall be paid for all overtime in excess of eight hours per day or forty (40) hours per week, whichever is greater, but not both. The provisions for time and one-half over eight hours in any week shall not be applicable in any week where the particular employee is absent by reason of an unexcused or unexplained absence.
2. Double time shall be paid for all work performed on Sunday except that in the event of work performed on a Sunday involving snow removal, catastrophe, act of God, or occurrence beyond control of the Board of Education, then payment for Sunday work shall be at the rate of time and one-half the employee's regular straight time rate. This provision for double time on Sunday shall not be applicable in any week where the particular employee is absent by reason of an unexcused or unexplained absence.
3. The allowance of overtime premium on any hour excludes that hour from consideration for overtime payment or any other hours, thus eliminating any double or pyramiding overtime pay.
4. Holidays - Special rules for holidays.
  - a. In the event of work performed on a holiday involving snow removal, catastrophe, act of God, or occurrence beyond control of the Board of Education, then payment for holiday work shall be at double time the employee's regular straight time rate, for the following holidays only:

Independence Day (July 4), Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Easter, and Memorial Day.

Payment for such holiday work on other holidays as noted in Article 14, Section A., shall be at time and one-half the employee's regular straight time rate.
  - b. In the event an employee is scheduled to work on a holiday for any other purpose, all such other work performed on a holiday shall be at double time.
  - c. Time worked on a shift starting on one day and carrying over into a holiday is not to be at a holiday overtime rate.
  - d. It is understood that the provisions of section C. of Article 14. shall prevail in regard to pay rates for work performed on any holiday noted herein, i.e. the employee working on such a day shall be paid at his/her normal straight time rate.

- D. Any employee who is scheduled to work and who reports for work who is sent home through no fault of his/her own shall be paid for one-half the hours which s/he is normally scheduled to work that day at his/her regular hourly rate of pay. There shall be no such guarantee where an employee is called in for evening work, but such employee will be guaranteed a minimum of two hours at his/her regular rate of pay where the evening work involves attendance at regularly scheduled meetings. It is understood that the District may reassign said affected employees to an alternate work site and/or position.
- E. An employee who has been tardy five (5) times within a period of two months shall be considered habitually tardy. Habitual tardiness will result in disciplinary action, which could lead to dismissal.
- F. All employees must report to their principal or supervisor, or to their respective designee(s) if they are unable to report to work. The report should be made at least one hour before the employee is scheduled to report for work or as early as possible prior to starting time to allow for a substitute to be obtained. Said report shall include the employee's name, work station and the reason for the absence from work. In any case, failure to report the absence prior to the employee's scheduled starting time, except in cases of extreme emergency, will default sick leave payment. The Board shall inform each employee of the principal or supervisor's name and telephone number, or of his respective designee(s)' name and telephone number, whom they are to report to when unable to work. Said information shall be relayed by whatever method the Board deems most feasible, depending on the circumstances. All Employees must enter their sick time using the online leave request system, within the following 3 days of said absence, otherwise time will be unpaid. Pre-arranged sick leave must be requested and approved before time off is taken.
- G. Employees may be issued a time card from the Board. This card must be punched when the employee reports to work, leaves at the end of the work day, leaves for lunch and returns from lunch. Employees must get permission from the building principal or his/her designee before he or she punches out to leave the building for non-school business. Each employee is responsible for his or her own time card. Employees who do not punch in or out may be subject to disciplinary action.
- H. 1. All full-time Paraprofessionals, i.e. those working at least six hours per day on a regular basis, shall be entitled to an unpaid daily lunch period of at least thirty (30) minutes duration, except those employees under subsection 2. below. The time of such lunch shall be established by the Board, but shall be as near to the middle of the employee's work schedule as possible.
2. Paraprofessionals whose work assignment includes duty time during meal times shall be paid their normal hourly rate of pay for such time, it being understood that said affected employees shall not normally be entitled to any other lunch period.

- I. Paraprofessionals shall be scheduled to work on days which are designated as non-instructional days as assigned by the building principal.
- J. Voluntary transfer requests after a school year begins will not be considered until the next academic year.
- K. When an employee becomes displaced who is high in seniority then they will be allowed to displace a less seniority employee after the school year is complete. For campus security staff, should one become displaced, s/he has the right to displace the least senior employee, however, the Chief of Security, or designee, will determine building placement.

**ARTICLE 13 - VACATIONS**

- A. Vacations shall only apply to regularly scheduled twelve-month employees and shall be as follows:

After One Year	Five (5) days
After Two Years	Ten (10) days
After Four Years	Eleven (11) days
After Five Years	Thirteen (13) days
After Seven Years	Fourteen (14) days
After Ten Years	Fifteen (15) days
After Twelve Years	Sixteen (16) days
After Fourteen Years	Seventeen (17) days
After Sixteen Years	Eighteen (18) days
After Eighteen Years	Twenty (20) days

- B. Vacation days shall be placed in employees vacation bank, as earned each pay, per the schedule in Article 13 Vacations above. In the event of absence, paid sick days shall be considered as days worked. Employees will not be entitled to vacation days until they have worked one full year, however, unearned vacation time for new employees with less than one (1) year of seniority may be awarded at the sole discretion of the Board. Thereafter, employees will earn vacation time each pay period as per schedule above, allocated by the number of regular pay periods in any given year. At no time will any employee carry more than twenty-five (25) days in their bank. Leave request for vacation must be completed by using the on-line leave system and must be approved



before time off is taken. Employees are eligible to accrue vacation time credit only during the first three (3) months of absence due to injuries compensable under the Michigan Worker's Compensation Act.

- C. Vacation leave with pay may not be taken until earned; however, the Board may, in exceptional circumstances, grant an exception to this requirement.
- D. The vacation period shall be as 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.
- E. Cumulative years of service, rather than consecutive, shall be counted toward vacation credit.
- F. All vacation time must be entered by the employee using the on-line system, for approval before time off is taken. Failure to do so may result in disciplinary action. It is understood that the number of paid personal leave days granted on any one day or days shall not be such as to interfere with the efficient operation of the School District.

**ARTICLE 14 - HOLIDAYS**

- A. Each seniority employee shall be entitled to receive holiday pay calculated at the employee's straight time rate times the number of hours normally scheduled to work in the day in question (not to exceed eight (8) hours) for the following days as specified below:

Only 12-month employees get Independence Day.

Cafeteria Employees – Class V, Assistant Elementary Food Prep/Servers will receive 7 (seven) paid holidays.

Cafeteria Employees – Class V, Assistant Elementary Food Prep/Servers

1. 2013-2014

- Thursday, November 26, Thanksgiving
- Wednesday, December 25, Christmas
- Wednesday, January 1, New Year's Day
- Monday, January 20, Martin L. King, Jr. Day
- Friday, April 18, and
- Monday, April 21, Easter
- Monday, May 26, Memorial Day

Total 7

2.

2014-2015

- Thursday, November 27, Thanksgiving
- Thursday, December 25, Christmas
- Thursday, January 1, New Year's Day
- Monday, January 19, Martin L. King, Jr. Day
- Friday, April 3, and
- Monday, April 6, Easter
- Monday, May 25, Memorial Day

Total 7

Paraprofessionals (12 month)

1. 2013-2014

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Thursday, July 4, Independence Day  
Friday, August 30, before Labor Day  
Monday, September 2, Labor Day  
Thursday, November 26, and  
Friday, November 27, Thanksgiving  
Friday, December 24, and  
Wednesday, December 25, Christmas  
Tuesday, December 31, and  
Wednesday, January 1, New Year's Day  
Monday, January 20, Martin L. King, Jr. Day  
Friday, April 18, and  
Monday, April 21, Easter  
Monday, May 26, Memorial Day

Total 13

2. 2014-2015

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Friday, July 4, Independence Day  
Friday, August 28, before Labor Day  
Monday, September 1, Labor Day  
Thursday, November 27, and  
Friday, November 28, Thanksgiving  
Wednesday, December 24, and  
Thursday, December 25, Christmas  
Wednesday, December 31, and  
Thursday, January 1, New Year's Day  
Monday, January 19, Martin L. King, Jr. Day  
Friday, April 3, and  
Monday, April 6, Easter  
Monday, May 25, Memorial Day

Total 13

\*\* Pending District Wide Calendar  
Paraprofessionals (10 month)

1. 2013-2014

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Thursday, November 26, and  
Friday, November 27, Thanksgiving  
Friday, December 24, and

Wednesday, December 25, Christmas  
Tuesday, December 31, and  
Wednesday, January 1, New Year's Day  
Monday, January 20, Martin L. King, Jr. Day  
Friday, April 18, and  
Monday, April 21, Easter  
Monday, May 26, Memorial Day

Total 10

2. **2014-2015**

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Thursday, November 27, and  
Friday, November 28, Thanksgiving  
Wednesday, December 24, and  
Thursday, December 25, Christmas  
Wednesday, December 31, and  
Thursday, January 1, New Year's Day  
Monday, January 19, Martin L. King, Jr. Day  
Friday, April 3, and  
Monday, April 6, Easter  
Monday, May 25, Memorial Day

Total 10

Security

1. **2013-2014**

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Friday, August 30, before Labor Day  
Monday, September 2, Labor Day  
Thursday, November 26, and  
Friday, November 27, Thanksgiving  
Friday, December 24, and  
Wednesday, December 25, Christmas  
Tuesday, December 31, and  
Wednesday, January 1, New Year's Day  
Monday, January 20, Martin L. King, Jr. Day  
Friday, April 18, and  
Monday, April 21, Easter  
Monday, May 26, Memorial Day

Total 12

2. **2014-2015**

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Friday, August 28, before Labor Day\*  
Monday, September 1, Labor Day \*  
Thursday, November 27, and  
Friday, November 28, Thanksgiving  
Wednesday, December 23, and  
Thursday, December 25, Christmas  
Wednesday, December 31, and  
Thursday, January 1, New Year's Day  
Monday, January 19, Martin L. King, Jr. Day  
Friday, April 3, and  
Monday, April 6, Easter  
Monday, May 25, Memorial Day

Total 12 \*(Pending Calendar Approval)

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B. Eligibility Requirements

The employee shall be eligible for the holiday pay, under the following conditions:

1. To be eligible to receive the straight-time holiday pay hereunder, an employee must have worked his/her regularly scheduled work day preceding the holiday and his/her regularly scheduled work day following the holiday except in cases of proven illness or unless the absence is mutually agreed to.
2. The employee would otherwise have been scheduled to work such day if it had not been observed as a holiday.
3. Employees on leave of absence, except as noted below, and employees on layoff are not eligible for holiday pay.
4. Employees who are serving their probationary period or not entitled to holiday pay for holidays falling within the probationary period.
5. Otherwise eligible employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness or non-occupational injury, and within the first three (3) months of absence due to injury compensable under the provisions of the Michigan Workers' Disability Compensation Act.

- C. Notwithstanding any other provisions of this contract, and in the event of unforeseen circumstances, should the Board find it necessary to schedule regular student attendance days on any of the scheduled holidays, the holiday normally granted at the time shall either be taken at another time or be added to the employee's accumulated vacation time and the employee shall be expected to work his/her regular hours on said day(s) at his/her regular straight time pay.

## ARTICLE 15 - SICK AND FUNERAL LEAVE AND RETIREMENT

**A. Sick:**

Seniority full time 12 month employees shall earn and be credited with one (1) day of sick leave per month of work, up to a maximum of twelve (12) work days per year, and seniority full time 10 month employees shall earn up to a maximum of ten (10) work days per year for - Cafeteria Employees, Paraprofessionals, Title I Interventionist, and Security. Unused sick days can be accumulated from year to year. Sick leave shall be available for use by seniority employees for personal illness or disability or other purposes authorized herein, provided, however, the employee must have complied with the call-in provisions set forth in Article 12 , Section F, provided, however, exceptions to the one (1) hour call-in requirement will be considered by the Board in cases of extreme, proven emergency.

B. After an employee has used up four (4) or more occurrences of sick days, the Board reserves the right to require a doctor's statement for each subsequent absence in a given year (July 1 to June 30) before additional sick leave days are granted. Exceptions for the purpose of computing the four (4) occurrence-rule are injuries compensable under the Michigan Workers' Disability Act and the time lost due to an illness or injury covered under FMLA. Furthermore, this provision shall not apply until the individual employee has been put on notice that s/he must comply with this provision for subsequent use of personal sick leave.

C. An employee shall not be eligible to use paid sick days unless the employee otherwise would have worked on such day but for his/her use of sick leave, unless otherwise mutually agreed.

D. 1. In the event a regular, full-time seniority employee is injured on the job and the injury is compensable under Workers' Disability, such employee shall be ineligible to draw full sick leave pay upon the initiation of Workers' Disability payments. Such employee may, at that time, if s/he chooses, be paid the difference between his/her normal, straight-time rate of pay and the amount received as Workers' Disability. If the employee chooses to be paid this difference, said pay difference shall be accounted for by a pro-rata deduction from the employee's accumulated contractually-available sick leave for each day the employee chooses to be paid at his/her normal scheduled daily wage. It is understood here that the employee shall in no case ever receive more in total compensation per day than the equivalent of his/her normal daily straight time. The pro-rata deduction shall be such that the Worker's Disability amount and the sick leave deduction, when taken together, equal 100% of the employee's normal scheduled gross daily wage.

2. All on-the-job accidents or injuries must be immediately reported to the employee's immediate supervisor.

- E. When an employee has been absent from work due to his/her illness or injury, the Board may, for sufficient cause, require that the employee present a statement from a physician attesting to the fact that the employee is physically able to return to work, without limitation or restriction.

It is the responsibility of the employee to enter all time off request using the on-line system, for approval before time off is taken. Time off request must be submitted with in three (3) days after an absence has occurred. Failure to enter the request will result in non-payment.

- F. In addition to personal illness or injury, sick leave may be utilized for the following purposes:

a) EMERGENCY MEDICAL CARE ARRANGEMENTS

One day when emergency, illness or injury in the family requires an employee to make arrangements for necessary medical and nursing care;

b) CRITICAL ILLNESS - IMMEDIATE FAMILY

A maximum of five days per year for a critical illness in the immediate family;

c) MILITARY - ACTIVE DUTY

A maximum of ten days per year for persons called into temporary active duty of any unit of the U.S. Reserves or the Michigan National Guard;

d) EMERGENCY - CATASTROPHE

A maximum of three days per year may be used for emergency or catastrophe, provided that the employee shall be required to furnish proof of such emergency or catastrophe, if requested. Permission for such leave must be obtained from the Superintendent's office through the principal or supervisor involved. Examples of such are:

- 1) Emergencies, catastrophe, fire, accident, pallbearer
- \*2) Marriage or graduation of a member of the immediate family and the employee him/herself;
- 3) Required court appearance involving no moral turpitude on the part of the employee;
- 4) Child born to wife;

- \*5) Immediate member of family leaving for service (induction only);
- 6) Religious holidays when schools are in session.

Immediate family shall be considered to include: father, mother, son, daughter, brother, sister, husband, wife, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle and relatives living in the same household. This listing of "immediate family" members shall apply only to the provisions of Article 15., Section G.

\*This listing of "immediate family" members shall apply on to the provisions of Article 15., Section G.,

e) **FUNERAL LEAVE - FAMILY MEMBERS**

One day for funeral leave may be used for attendance at funerals of the following members of the employee's family: grandparents, grandchildren, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, provided that the employee must present proof of death, if the Board so requests, in order to receive the pay herein referred to. The Board may, in extenuating and unusual circumstances, grant permission for the use of additional sick leave days to be used for attendance at a funeral of grandparents, grandchildren, aunt, uncle, mother-in-law, father-in-law, sister-in-law, and brother-in-law.

**G. FUNERAL LEAVE - IMMEDIATE FAMILY**

Up to three (3) consecutive work days, one to include the date of funeral, for death of any one of the following: mother, father, son, daughter, brother, sister, husband, wife. All funeral leaves must be used for funeral purposes and for no other purposes, provided that the employee must present proof of death, if the Board so requests, in order to receive the pay herein referred to. Saturday and/or Sunday shall not be counted as a day of funeral leave. If an actual need for more than three days of funeral leave is substantiated, additional days may be granted by mutual consent of Union and supervisor, but such additional days shall be charged against sick leave

H. Any employee who willfully violates or misuses the sick leave and death leave policy or who misrepresents any statement or condition under this Article may be subject to discipline, up to and including discharge.

**I. RETIREMENT:**

1. If an employee has completed ten (10) or more years of service in the Saginaw School System, s/he will be paid for one-half of all accumulated, unused sick days up to a maximum of one hundred fifteen (115) days in 1998-99, and up to a

maximum of one hundred twenty (120) days in 1999-00, and up to a maximum of one hundred twenty-five (125) days in 2000-01, at the rate of one-half of his/her current pay scale, (regular classification rate), but not less than fifteen dollars (\$15.00) per day, if s/he notifies the Board of retirement on or before January 31<sup>st</sup> and for Voluntary retirement under the provisions of the State Retirement Act; if s/he terminates his/her employment under any of the following:

- a) Forced retirement, prior to regular retirement age, for health purposes;
- b) Death while in the employment of the Board
- c) It is understood that for purposes of payment of the accumulated unused sick days, the Board agrees to be bound by the retirement eligibility provisions of the Public School Employees Retirement Fund.

\*The Superintendent reserves the right to authorize payment due to extreme circumstances.

2. If, after receiving a payment under this provision, a former employee resumes employment with the Board, and again becomes eligible for payment hereunder, payments previously made will be deducted from any subsequent payments to which s/he is entitled.

#### **J. INCENTIVE PLAN FOR ATTENDANCE**

An incentive plan for employees to establish a perfect attendance bonus, payable the first full pay period after the school year; effective July 1, 2010, the District agrees to pay each full-time employee (thirty [30] or more hours per week) \$200.00 and other employees working (twenty [20] to twenty-nine [29] hours per week) \$150.00 who maintained a perfect attendance during the previous school year.

Perfect attendance means the following:

“No employee will be absent or report for work late for any reason during the normal course of the fiscal school year (July 1 to June 30). The following exceptions are made and will not be counted as absenteeism.” All excused absences must be submitted on the proper leave form with documentation and the supervisor or designee approval.

Qualified FMLA leave, Jury Duty, Union Business, Military/Reserve Duty (up to two [2] weeks), injury or illness compensable under the Michigan Workers’ Compensation laws (date of injury up to a maximum of 8 days), \*death of a spouse, the natural father, mother, daughter or son of the employee only (not to exceed three days allowed according to the contract), approved Personal Paid Business and “Act of God” days (as outlined in ARTICLE 22 – General C.1.) are not counted as absenteeism.

A committee consisting of one person from the union and one person from the District will determine perfect attendance for the Incentive Bonus Plan.



## ARTICLE 16 - INSURANCE

- A. **Health Care-** In Compliance with PA 152 of 2011, the Board will make available to all unit employees; health care insurance. During this agreement, employees covered by this Agreement will receive MESSA Choices II \$200/\$400 in-network deductible, SaverRX drug card, \$20 office visit co-pay, \$25 urgent care facility co-pay and \$50 emergency room co-pay.

All employees enrolled in health/medical insurance shall be required, as a condition of enrollment, to pay twenty-four percent (24%) of the premium for their enrollment category.

- B. Any employee working less than fifty-two (52) weeks shall have the employee's share of the above insurance premium contributions deducted from the affected employee's pay in equal installments during the preceding school year. If the employee terminates his/her employment with the Board, ceases to be eligible for Board-paid insurance coverage or elects to terminate his/her coverage, all amounts deducted from the employee's pay will be refunded.

Any employee who elects to terminate his/her health insurance coverage shall not be eligible to enroll in the Board plan(s) until the next open enrollment period.

- C. Eligible full-time probationary employees shall be considered to be eligible under these provisions, following the completion of a probationary period of sixty-five (65) days of work from date of hire, for medical and life insurance benefits only.
- D. The Board reserves the right to select the provider of insurance benefits, 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 MESSA Choices II Plan.
- E. An employee must be regularly scheduled to work at least thirty (30) hours per week to be eligible for the health, dental and vision insurance benefits set forth in Section A.
- F. Probationary employees who have no health insurance coverage may sign up for the Board-provided hospitalization plan, but will have the amount of the premium deducted from their checks until they complete their probationary period and become eligible under Article 9, Section B.1..
- G. Eligible employees who do not elect Health Insurance Benefit coverage may elect instead to have \$ 50.00/month of cash –in-lieu paid to them at the beginning of each month
- H. **Dental** - Dental benefits will include, for full-time employees, Dental provider coverage providing eighty percent (80%) of Class I benefits, II benefits and class III benefits providing sixty (60%) with an annual maximum payment of \$1000 with a lifetime maximum payment of \$1500 for Class IV providing fifty percent (50%). Orthodontic

Dental Services (Class IV) to dependent children to age 19 only. Employee to pay fifteen percent (15%) of the premium.

1. For the duration of this Agreement, the Board will provide a dental care program for all regular, full-time (thirty hours or more per week), seniority employees, subject to the terms and conditions in effect between the Board and the carrier.
  2. For the duration of this Agreement, the Board will provide a dental care program for all regular, full-time (thirty hours or more per week), seniority employees in the 10 month paraprofessionals and campus security groups, subject to the terms and conditions in effect between the Board and the carrier. 10 month paraprofessionals and campus security employees must pay the full monthly cost of said dental insurance premiums for the months of July and August, or dental insurance coverage shall terminate on July 1. The amount of such insurance premiums will be deducted from the employee's pay in a manner to be determined by the Board during the preceding school year.
  3. Any employee who elects to terminate his/her dental insurance coverage shall not be eligible to enroll in the Board plan(s) until the next open enrollment period.
  4. It is understood that the Board reserves the right to select the provider of insurance benefits, to change providers, to become self-insured and/or to determine the method of providing negotiated benefits, (including bidding such benefits), the negotiated benefits to be comparable to the basic benefits noted herein.
- I. **Vision** - Vision benefits will include, for full-time employees, MESSA VSP 2 provider coverage with new glasses and eye exam 1x per year. Employee is to pay fifteen percent (15%) of the premium.
1. Effective on November 1, 2004, and for the duration of this Agreement, the Board will provide a level of vision care coverage for all regular, full-time twelve-month seniority employees in the subject to the terms and conditions in effect between the Board and the carrier.
  2. For the duration of this Agreement, the Board will provide a vision care program for all regular, full-time (thirty hours or more per week), seniority employees in the 10 month paraprofessional and campus security, subject to the terms and conditions in effect between the Board and the carrier. 10 month paraprofessional and campus security employees must pay the full monthly cost of said vision insurance premiums for the months of July and August, or vision insurance coverage shall terminate on July 1. The amount of such insurance premiums will be deducted from the employee's pay in a manner to be determined by the Board during the preceding school year.

3. The level of vision care coverage shall be those benefits which are equivalent to the MESSA VSP II specifications.
  4. Any employee who elects to terminate his/her vision insurance coverage shall not be eligible to enroll in the Board plan(s) until the next open enrollment period.
  5. It is understood that the Board reserves the right to select the provider of these insurance benefits, to change providers, to become self-insured and/or to determine the method of providing negotiated benefits, (including bidding such benefits), the negotiated benefits to be comparable to the basic benefits noted herein.
- J. An eligible employee shall become insured on the first of the month following the completion of the eligibility time-lines as listed herein.
- K. The insurance coverage listed herein shall be discontinued on the day the employee's services are terminated or the day s/he goes on any leave of absence without pay or is laid off provided that those employees who go on any leave of absence without pay may keep their group health coverage in effect for such periods of time as may be permissible under the contracts between the Board and the carrier by depositing with the Business Office the full amount of the premiums on or before their last day of work prior to the leave of absence. The employees who are laid off shall be eligible for a continuation of group health insurance coverage according to whatever conversion terms and conditions the carrier so designates, by making the appropriate cash payment(s) in whatever manner the carrier so directs, directly to the carrier. It is understood that the Board assumes no liability in this regard.
- L. Eligibility coverage and benefits under the insurance plans listed herein are subject to the terms and conditions including any waiting periods or other time limits contained in the contracts between the Board and the carrier. Any rebates or refunds on premiums paid by the Board shall accrue to the Board.
- M. It shall be the responsibility of the employee to inform the Board of his/her desire for coverage or of any change in his/her status that may affect his/her insurance coverage, and to properly enroll in any insurance program(s) as needed and as directed by the Board.
- N. There shall be no duplication of health, vision or dental insurance coverage. Employees entitled to paid health, vision and/or dental insurance from another employer or from their spouse's employer which is comparable to or which provides better benefits than the health, vision and dental insurance paid herein shall not be entitled to the insurance as provided herein. The employee must notify the payroll office of any personal coverage or coverage from the spouse's insurance plan. Proof of eligibility per these provisions shall be on forms as provided by the Board.

- O. It is understood that the Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the aforementioned insurance coverage.
- P. The Board shall pay the premiums for those employees who have exhausted their accrued sick leave in accordance with the following provisions:
  - 1. Said employee shall have applied in writing and on the proper form for an unpaid health leave of absence.
  - 2. Only those employees who have an accrued amount of earned sick leave as of a given year, and who find it necessary to apply for an unpaid health leave of absence during the ensuing year, shall be eligible for Board-paid health premiums. Accrued sick leave amounts and eligible months for paid health insurance are as follow:

<u>Earned Sick Leave Days</u>	<u>Eligible Months Board Paid Health</u>
A. Ten Days	One
B. Twenty Days	Two
C. Thirty Days	Three

- Q. For the duration of this Agreement, as of July 1, 2002 the premium cost for a Short Term Disability Insurance benefit plan shall be borne equally between the Board and all regular, full-time (thirty hours or more per week) seniority employees.
- R. If subsequent to ratification of this agreement, a law is enacted which required the Board to pay for a fund or a state or national health insurance system to provide, in whole or in part, the same or similar health benefits to those already provided under this agreement, then the health benefits provided under this agreement shall be considered as a substitution for any provisions for similar benefits provided under such law. If any benefits of a similar nature to those provided under this agreement are not required by law and the benefits provided under this agreement are not considered in substitute therefore, the Board, at its option, have the right to either reduce the benefits under this agreement by the amount of such benefit provided under such law (provided the overall benefit level provided employees will not be reduced) or the Board shall have the right to reopen this agreement solely on the issue of reducing health benefits so that the Board is not required to pay for the same or similar benefits.
- S. A joint Committee of District and SEIU staff- to discuss short term disability program. Any short term disability (STD) program is to be paid by the individual employee(s) with the Board allowing payroll deduction.
- T. **Term Life Insurance**-The Board will, effective on July 1, 1995, and extending for the duration of this Agreement, pay the premiums to provide term life insurance for certain eligible seniority employees, as listed below, subject to the terms and conditions in the

policy in effect between the Board and the carrier. The Board shall have the right to select the carrier or change carriers.

1. Employees regularly scheduled to work thirty (30) hours or more per week, \$30,000.
2. Employees regularly scheduled to work twenty (20) hours per week but not more than twenty-nine (29) hours per week, \$22,500.
3. Employees regularly scheduled to work ten (10) hours per week but not more than nineteen (19) hours per week, \$15,000.

#### **ARTICLE 17- TEMPORARY AND LONG-TERM LEAVES OF ABSENCE**

A. Employees granted any leave in excess of two (2) weeks would be required to turn their keys into principal and/or supervisor. Leaves of absence with pay not chargeable against the employee's sick leave will be granted as follows:

1. Two days each year for urgent, necessary, legal, business, household or family matters which require the absence during work hours. Application for personal leave will be made at least forty-eight (48) hours before taking such leave (except in the case of emergencies) by using the online leave request system and must be approved before time off is taken. Failure to do so may result in disciplinary action. It is understood that the number of paid personal leave days granted on any one day or days shall not be such as to interfere with the efficient operation of the School District. A1. Two days each year for urgent, necessary, legal, business, household or family matters which require the absence during work hours. Application for personal leave will be made at least forty-eight (48) hours before taking such leave (except in the case of emergencies) **by using the online leave request system and must be approved before time off is taken.** Failure to do so may result in disciplinary action. It is understood that the number of paid personal leave days granted on any one day or days shall not be such as to interfere with the efficient operation of the School District.

An employee hired prior to January 1 of a given year is eligible for this personal leave, said leave to be taken prior to July 1st of the same calendar year. An employee hired after January 1 of a given year is eligible for personal leave after July 1st of the same year, said leave to be taken before July 1st of the following year.

Any unused personal leave days shall be added to an employee's accumulated sick leave.

2. Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school district, if the employee is required by law to attend and if the employee is a non-party witness, or a party in interest with the Board.

3. A Personal leave day may not be taken immediately preceding or following a holiday or school recess unless permission is applied for by the employee and granted by the Superintendent or his/her designee.

SEIU Business. The SEIU Local 517M is granted seven (7) paid leave days per year to allocate among its representatives for attendance to State and/or National SEIU workshops, conferences, conventions or other business; and it may be granted more at the discretion of the Superintendent.

- B. Leaves granted shall not interfere with the efficient operation of the school system.
- C. Employees will notify their principal and department supervisor immediately upon discovery that leave is required. Leaves of absence will be applied for in writing, except in cases of emergency. It is the responsibility of the employee to enter all time off request using the on-line system, for approval before time off is taken. Time off request must be submitted with in three (3) days after an absence has occurred. Failure to enter the request will result in non-payment.
- D. Jury Duty

A special leave of absence shall be granted to an employee for jury duty purposes, according to the following provisions:

1. An employee who is summoned and reports for jury duty, as prescribed by applicable law for each day on which s/he performs jury duty and on which s/he otherwise would have been scheduled to work for the Board, shall be paid the difference between what s/he receives from the Court as daily jury duty fees and what s/he would have earned from his/her employment with the Board on that day on the basis of the number of hours the employee was scheduled to work at his/her regular rate of pay.
2. The employee must present to the appropriate administrator a written proper notice of said jury duty involvement as far in advance as possible.
3. It is understood and agreed that employees shall be required to report for work on any and all days and at all hours when they are not sitting as a juror.
4. To be eligible for jury duty pay differential, an employee must furnish the Board with a written statement from the appropriate public official listing the amount and the dates on which they received pay for jury duty.
5. Should the employer so request, it is agreed that employees will cooperate in seeking to be excused from jury duty.
6. The Board's obligation to pay an employee for jury duty as provided herein is limited to a maximum of thirty (30) days in any calendar year.

E. Military Leave

1. Employees who have completed one year or more of continuous service and who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve and are required to report for active duty during their regularly assigned work year, shall be paid the difference between their straight time rate and the allowance of the State of Michigan or other governmental authority having charge of such services for a period not to exceed two (2) standard work weeks. Before such payment shall be made, the employee must file in the Office of Non-Certified Personnel, a letter from his/her Commanding Officer stating the period of active duty and the allowance paid to the employee by the period of active duty and the allowance paid to the employee by the State of Michigan or other governmental authority, for such service.
2. Employees who are called for a physical for the armed forces are to be granted pay for the day of the physical, provided proper notice of such induction is presented to the Board, in writing, in advance of said reporting.

F. Unpaid Leaves of Absence

1. Seniority employees shall be eligible to apply for an unpaid leave of absence for justifiable reasons. It is understood that the granting or not granting of any and all such leaves is at the sole discretion of the Board.
2. No benefits of any kind, i.e., pay and fringe benefits, will accrue to any employee during any leave of absence granted under this Section, i.e., Section F., nor shall they accumulate any length of service credit, i.e., seniority, while on any leave of absence, except as might otherwise be stated herein, it being understood that an employee's seniority status is retained while said employee is on an approved leave of absence. Upon return from a leave of absence, an employee's accumulated unused sick leave benefits accumulated at the time leave commenced will be restored to them, and they will be placed on the same position of the salary schedule that was held at the start of the leave.

An exception to this section shall be made for those employees who are on a workers' disability status. For those individuals, it is agreed that the Board shall pay the premiums, per the conditions outlined in the Insurance Article, to provide medical hospitalization insurance for said employee, if s/he is otherwise eligible, for a total period of up to six (6) months from the expiration of an employee's normal eligibility for sick leave. Individuals on worker's disability shall continue to accumulate seniority during a prolonged and continuous absence due to industrial disability for a period up to two years, following which they shall retain but not add to their seniority standing.

3. When an employee is granted a leave of absence for a specific period of thirty (30) working days or less, the District may fill the employee's position on a

temporary basis, and if the employee returns to work on the date originally specified, or other mutually approved date within said period, s/he shall be returned to his/her same position provided however, the thirty (30) days may, at the sole discretion of the Board, be extended to sixty (60) days if the involved employee is on a leave of absence due to an extended illness. Otherwise, any leave granted under this Section will be with the understanding that it is a leave of absence from the Saginaw Public Schools and not from a particular position. Upon return from leave, reasonable effort will be made to assign the employee to the same or comparable position, if available, i.e., vacant; however, employees are not guaranteed their former assignment but will be placed in a position for which they are qualified. If there are no such positions available, i.e., no vacant positions for which the employee is qualified, then the Board will attempt to place said employee in a position for which s/he is qualified as early as is feasible. Said requirement for placing an employee returning from a leave of absence shall remain in force for a period of time equal to the length of the employee's seniority at the time the leave commenced, subject to the restrictions in Paragraph 5 below.

4. Leaves - Union

Leaves of absence without pay may be granted to any employee elected or selected by the Union, provided two weeks notice is given to the Board. The number shall not exceed three employees at any one time, and the number of working days will not exceed ten per employee in any one calendar year. Employees on leave under this article shall retain their fringe benefits. Such leaves shall only be granted when the services of the employee(s) are not immediately required and when there are employees available who are capable of doing his/her work.

5. Leaves - Disability

A seniority employee who is unable to perform his/her assigned duties because of personal illness or disability and who has exhausted all paid sick days or has chosen not to exhaust his/her paid sick days shall at the written recommendation of a physician, be granted an unpaid health leave of absence for up to six (6) months from and after the last day of paid sick leave renewable at up to six month intervals for a period not to exceed twenty-four (24) months in total. The employee shall, upon demand, present proof of such medical disability periodically thereafter, and such proof shall be at the employee's expense. If the Board requires a physical examination by a physician designated by the Board, the Board shall bear all expense thereof.

A written request for a health leave, including the physician's written recommendation, must be submitted to the Human Resources prior to exhaustion of such paid days, or if the employee does not choose to exhaust paid sick days, within five (5) work days following the disability or illness.



Employees who apply for maternity-disability leave will file, before the sixth month of pregnancy, a physician's statement with the Human Resources. The statement will certify as to the pregnancy and the expected date of birth. From the sixth month of pregnancy until the beginning of the leave, the employee will file a monthly physician's statement certifying her fitness to perform all of her normal and regular duties.

An employee may not return to work unless the employee submits a physician's report confirming fitness to return to work.

G. Any employee who obtains any employment while on any leave of absence shall be automatically terminated by the Board effective the date the leave of absence started, unless the employee was specifically granted the leave for the purpose and unless said employment has been agreed to by the Board.

H. 1. All leaves of absence must be applied for in writing and on the appropriate form as provided by Human Resources Department. The request shall state the reason the leave of absence is being requested and the length of time off which the employee desires. All leave requests and requests for extensions of leaves, must be submitted at least two (2) weeks prior to commencement, except in cases of emergency.

2. An employee desiring to return from a leave of absence must notify the Personnel Office, in writing, no later than thirty (30) days of the expiration date of the leave, provided that those on a leave under Section F, subsection 5, herein shall so alert the Human Resources, in writing, at the earliest possible time.

I. It shall be the duty of the employee to keep the Board notified of his/her proper address and telephone number at all times.

J. FAMILY AND MEDICAL LEAVE ACT

1. It is understood and agreed between the parties that certain contractual allowances may be made in order to accommodate state and/or federal legislation and implementation provisions of the Family and Medical Leave Act (PL-103-3).

2. In the event that it is required that provisions of the Family and Medical Leave Act are to be implemented, and provided further that said Family and Medical Leave Act provisions are in conflict with provisions of the collective bargaining agreement between SEIU, Local 517M and the Saginaw Board of Education, the Administration agrees to meet with representatives of Local 517M prior to said implementation.

3. It is agreed that the following are examples of implementation procedures which will govern the Administration in this regard:

- a. Leaves granted under Article 17 will be counted against an employee's annual Family and Medical Leave entitlement;
- b. Section F.1., of Article 17 shall not be applicable, regarding the discretionary rights of the Board (Administration) if such a discretionary decision is in conflict with the provisions of the Family Medical Leave Act;
- c. Section F.2., of Article 17 and Section F. of Article 16 shall not be applicable, regarding the non-provision of fringe benefits to eligible employees on any leave of absence, if said employee is on an approved Family Medical Leave qualifying leave of absence. It is understood that all such premiums paid by the Board may be recovered while an employee was on an unpaid Family Medical Leave of absence, per the applicable provisions of the Family Medical Leave Act.

#### **ARTICLE 18 - NEW JOB**

- 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 the period, the Union may request in writing a meeting with the Board to review the classification. When the classification 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 the thirty (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 the thirty (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 Three of the Grievance Procedure within ten (10) days following expiration of said thirty (30) day period.
- B. The new job as noted above in Section A. shall be subject to the provisions of Article 10 of this Agreement.
- C. It is understood and agreed between the parties that certain contractual allowances may be made in order to accommodate state and/or federal legislation such as, but not limited to, the Americans with Disabilities Act and Workers' Disability (Compensation). In the event that the School District wishes to create a new job or to change an existing job so as to place or accommodate a person(s) who might require special consideration because of a physical, mental, and/or emotional disability and/or need, or a return from a worker's disability status, said job shall be exempt from the provisions of Article 10 of the

Agreement, provided however, the Administration agrees to meet with Local 517M prior to placing an individual in such a position.

- D. **CLASSIFICATION COMMITTEE** - An Classification Committee composed of Administration and Union representatives may be established at the request of either party, to discuss the compensation level and duty assignments and task designations of positions within the bargaining unit. It is specifically understood that the job classifications and positions will remain in effect for the life of this agreement unless a change is mutually agreed to or unless it is changed by the Board under the provisions of Article 18 - New Job. Any and all recommendations of the Classification Committee will not be binding upon either party and will not be the basis of a grievance nor subject to the grievance procedure.

### **ARTICLE 19 - WAIVER CLAUSE**

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

### **ARTICLE 20 - SEPARABILITY AND SAVING CLAUSE**

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

Furthermore, the parties agree that either party, upon notice to the other, may reopen for negotiation the invalidated portion of the Agreement.

### **ARTICLE 21- ENTIRE AGREEMENT CLAUSE**

This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged practices, between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

## ARTICLE 22 - GENERAL

- A. Full-time employees shall be granted one fifteen (15) minute break period daily per four (4) hours of scheduled work time. Part-time employees shall be granted a pro-rata amount of break time. Under normal circumstances, one such break time shall be scheduled during the first half of the working day and the second during the second half of the working day. The time of said break(s) shall be as determined by supervision, provided there shall be reasonable exercise of such determination. Employees shall not be granted compensation time or overtime pay for break periods if not taken. Furthermore, said break period, if not used, may not be used for any other purpose.
- B. Travel Costs - All unit employees whose duties have been determined by the Board to require the use of their privately-owned vehicle(s) shall be reimbursed at the current district-wide rate (i.e. current cents per mile) for all authorized travel, i.e., Board business, during the period commencing on July 1, 2004, to June 30, 2007, providing the following conditions are adhered to:
- a) Supervisors will establish schedules for involved unit members and using the mileage chart developed by the Board establish the traveling schedule.
  - b) Traveling unit members whose schedule(s) vary will report mileage on the form(s) provided.
  - c) Mileage reports must be turned in to the respective supervisors on a monthly basis by the 5th of each month for the previous month or no reimbursement will be made for that month.
  - d) Mileage will be paid semi-annually, except that mileage will be paid monthly to employees whose daily reimbursement equals \$2.80 or more per day.
  - e) The Board shall not be obligated to pay any costs incurred by employees in regard to in-service or similar type meetings called by the Administration.
  - f) The Board reserves the right to arrange and/or schedule, per the provisions of article 12., Section A., so as to eliminate, restrict or redistribute travel by unit employees.
- C. 1. Employees scheduled to work less than 52 weeks and who are not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities (such as inclement weather, fires, epidemics, mechanical break downs or health conditions as defined by the city, county or state health authorities) may use up to two (2) sick or personal days per school year. Said day(s) shall be deducted from the individual's sick/personal bank. Such employees shall work on any rescheduled days of student instruction, which are established by the Board and will be paid at their

regular daily rate of pay. The first two (2) snow days must be used when they occur in order to use a sick or personal day as an inclement weather day.

2. In the event an employee receives unemployment compensation benefits (which as used herein also includes underemployment benefits during the school year associated with his/her regular work assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee will have his/her pay adjusted, such that his/her unemployment compensation plus the wages paid to the employee for the year will be equal to the regular annual wages s/he would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons.

D. Upon the approval of the Board or the principal of the building in which an employee works, a Union representative may be permitted to meet with District employees during working hours.

E. All employees working in any Paraprofessional capacity must meet NCLB requirements as a condition of their employment.

The No Child Left Behind Act requires paraprofessionals to meet one of the following requirements:

- a. Complete at least two years of study at an institution of higher education (equal to 60 semester hours), or
- b. Obtain an associate's degree (or higher), or
- c. Meet a rigorous standard of quality and demonstration, through formal state or local academic assessment.
  1. Knowledge of, and the ability to assist in, instructing reading, writing and mathematics, or
  2. Knowledge of, and the ability to assist in, instructing reading, readiness, writing readiness, mathematics readiness as appropriate

The Michigan State Board of Education has approved the following formal assessments by which a paraprofessional can demonstrate knowledge:

1. WorkKeys (Passing scores: Reading for information – 4, Applied Mathematics – 4, Writing – 3)
2. Michigan Test for Teacher Certification – Basic Skills (MTCC)
3. ETS Paraprofessional Assessment (Passing score – 460)
4. Michigan Paraprofessional Portfolio

**F. UNIFORMS**

It is understood that the Board may implement a program for a requirement of uniforms, either for a part or for the entire work force, at anytime during the life of this agreement, consistent with the below-noted agreements:

- a. The providing of the uniforms shall be at Board expense, unless otherwise mutually agreed to by both parties.
- b. In the implementation of any such uniform policy, the Union shall be offered an opportunity to review said policy, prior to its implementation.

**G. STUDENT-WORKERS PROGRAM**

- a. Student-Workers may be placed, should the Board so elect, in the maintenance areas of mechanics, carpentry, electrical and plumbing.
- b. Student-Workers are not included in the recognition clauses of the collective bargaining agreement between Local 517M-SEIU and the Saginaw Board of Education.
- c. The involved employees in the four maintenance departments shall be directly involved in the interview process of the Student-Workers Program.
- d. The Student-Workers Program shall be evaluated, at a minimum, once every three months. The involved employees within the four maintenance departments shall be directly involved in the evaluation process.
- e. It is agreed that the provisions of this "Student-Workers Program" agreement may be extended by mutual agreement.

**H. GROW YOUR OWN TEACHER PROGRAM (G.Y.O.T. PROGRAM)  
(KINDERGARTEN AND RECREATION TEACHER PARAPROFESSIONALS)**

1. The Board agrees to publicize vacancies per the normal procedures as outlined in Article 10, Sections H-10.
2. The Board agrees to consider qualified seniority candidates, if any, for position openings in the program. Said consideration is subject to the language in Article 10.L, i.e., candidates must meet all requirements of the position.
3. The following "Job Description Standards," and qualifications are adopted and shall apply to applicants considered for the program and for continuous employment in the Program:

- a. Evidence of current enrollment in an accredited college or university degree granting program. Specific enrollment in a teacher education program is highly preferred.
  - b. For continuous employment in the G.Y.O.T. Program the employees must meet the following criteria:
    - Maintain a minimum G.P.A. of 2.5 on a 4.0 scale.
    - Must complete a minimum of six semester hours of credit each school year until a Bachelor's Degree is earned.
    - Demonstrate an ability to work and communicate with all co-workers, students and the school community.
    - Ability to work effectively in a team with multi-cultural students and adults.
4. Program participants who fail to meet the continuous employment criteria, as noted in 3.b. above, shall be subject to employment dismissal as of the conclusion of a given school year, provided that prior to a final decision regarding dismissal, the decision shall be reviewed with Local 517M.
  5. The Board agrees to consider G.Y.O.T. Program participants who fail to meet the continuous program participation criteria, and who are scheduled for dismissal, for available vacant positions. G.Y.O.T. Program participants are not guaranteed a placement, per this language, but shall be given consideration.

### **ARTICLE 23 - HEALTH AND SAFETY**

- A. The Board shall provide a safe and healthy work environment and will maintain high standards of workplace conditions. The Board shall provide a designated Safety and Health employee authorized to investigate workplace safety concerns. The Safety and Health designee shall submit a written report regarding concerns and findings to the Human Resources Supervisor and the Union
- B. To ensure the health and safety of all Bargaining Unit employees, the Board shall provide any required personal protective equipment and adequate instruction on the proper use of such equipment. All employees shall wear personal protective equipment when performing duties that require this equipment.
- C. Substance Abuse Committee-The Board and the Union recognize that alcohol and drug abuse are disruptive influences in the workplace and interfere with the efficient operation of the School District. Recognizing that the causes of alcoholism and drug dependency are not well understood and cures are difficult, the Board and the Union agree to form a Study Committee to review possible employer/employee options when mutually faced with a drug/alcohol problem with a particular worker. This Study Committee shall be comprised of Human Resources and one other administrator appointed by the Superintendent along with the President of S.E.I.U. Local 517M and one other Union Representative appointed by the Union. The committee is to study various constructive measures which may be possible to deal with the problem of alcohol and drug abuse and

make its findings and recommendations known to the Superintendent of Schools or the Superintendent's designee. The committee shall have an "ad-hoc" status under this agreement. Disputes or disagreements arising from the committee's deliberations and/or recommendations(s) are not subject to the Grievance Procedure.

- D. DRUG AND ALCOHOL TESTING** - It is understood and agreed between the parties that certain contractual allowances may be made in order to accommodate federal and state legislation and implementation regulations regarding rules for drug and alcohol testing of employees. Said drug and alcohol testing of employees is in implementation of regulations issued by the United States Department of Transportation and the Federal Highway Administration (FHWA) and is a requirement of certain provisions contained in the Omnibus Transportation Employee Testing Act of 1991, as part of the 1992 Department of Transportation and Related Agencies Appropriation Act.



**ARTICLE 24 - TERMINATION**

- A. This Agreement shall be in full force and effect from July 1, 2013 and shall continue in full force and effect, without reopening, until June 30, 2015, unless either party shall give a written notice to the other at least sixty (60) days prior to June 30, 2012, of its desire to modify, amend or terminate this Agreement. In the absence of the aforesaid sixty (60) day notice, the Agreement shall automatically be renewed under the same terms and conditions for a period of one year and so on from year to year. A notice of desire to modify, amend, or terminate shall have the affect of terminating the entire agreement, but only as of the expiration date of the Agreement, subject to mutual consent to the contrary.
- B. Notice in accordance with the above section shall be given by certified mail.
- C. Wage and insurance re-opener for the 2014-2015 school year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the 1<sup>st</sup> of July 2014.

BOARD OF EDUCATION OF THE  
CITY OF SAGINAW, MICHIGAN

SERVICE EMPLOYEES  
INTERNATIONAL UNION  
AFL-CIO, LOCAL 517M

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Chapter President

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Labor Representative

**Hourly Wage  
2013-14**

<b>Cafeteria Salary Schedule 1. 2013-2014</b>				
<b>Class</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
1	Working Managers	12.69	13.26	14.20
2	Cooks	11.18	11.54	12.23
3	Assistant Cooks	11.00	11.08	11.22
4	Elementary Food Prep/Servers	11.21	11.40	11.64
5	Assistant Elementary Food Prep/Servers	7.75		
5	Assistant Elementary Food Prep/Servers (effective July 1, 2009)	8.00		

<b>Cafeteria Salary Schedule 1. 2013-2014 Less 2% agreed for all</b>				
<b>Class</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
1	Working Managers	12.44	12.99	13.92
2	Cooks	10.96	11.31	11.99
3	Assistant Cooks	10.78	10.86	11.00
4	Elementary Food Prep/Servers	10.99	11.17	11.41
5	Assistant Elementary Food Prep/Servers (effective July 1, 2009)	7.84		

<b>Paraprofessional Salary Schedule (10 month) 1. 2013-2014</b>			
<b>Step</b>	<b>Work Keys</b>	<b>Step + 60</b>	<b>Step + 90</b>
1	10.24	10.60	10.80
2	10.47	10.89	11.50
3	10.69	11.22	11.81
4	11.07	11.58	11.97
5	11.39	11.91	12.24
6	11.81	12.24	12.58
7	12.17	12.69	13.25

<b>Paraprofessional Salary Schedule 10 month 1. 2013-2014 Less 2% agreed for all</b>			
<b>Step</b>	<b>Work Keys</b>	<b>Step + 60</b>	<b>Step + 90</b>
1	10.04	10.39	10.58
2	10.26	10.67	11.27
3	10.48	11.00	11.57
4	10.85	11.35	11.73
5	11.16	11.67	12.00
6	11.57	12.00	12.33
7	11.93	12.45	12.98

<b>Salary Schedule Paraprofessionals Data Management Paraprofessional (12 month)</b>			
<b>1. 2013-2014</b>			
<b>Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>1</b>	13.73	14.57	16.14
<b>2</b>	17.90		

<b>Salary Schedule Paraprofessional Data Management Paraprofessional (12 month)</b>			
<b>1. 2013-2014 Less 2% agreed for all</b>			
<b>Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>1</b>	13.46	14.28	15.82
<b>2</b>	17.54		

<b>Paraprofessional Parent Educators/B-5 Salary Schedule (12 month) 2013-2014</b>	
<b>1. 2013-2014</b>	
\$16.63	

<b>Paraprofessional Parent Educators/B-5 Salary Schedule (12 month) 2013-14 less 2% wage reduction agreed for all</b>	
<b>1. 2013-2014</b>	
\$16.30	

<b>Interventionist Salary Schedule 2013-14</b>	
\$ 18.62	

<b>Interventionist Salary Schedule 2013-14 Less 2% wage reduction pending grant approval</b>	
\$ 18.25	

<b>Campus Patrol Officer Salary Schedule</b>	
<b>1. 2013-2014</b>	
<b>Step 1</b>	\$ 18.76
<b>Step 2</b>	\$ 19.33
<b>Step 3</b>	\$ 19.91
<b>Step 4</b>	\$ 20.50
<b>Step 5</b>	\$ 21.12
<b>Step 6</b>	\$ 21.75
<b>Step 7</b>	\$ 22.41
<b>Step 8</b>	\$ 23.08
<b>Step 9</b>	\$ 23.77
<b>Step 10</b>	\$ 24.48

<b>Campus Patrol Officer Salary Schedule</b>	
<b>1. 2013-2014 less 2% wage reduction agreed for all</b>	
<b>Step 1</b>	\$ 18.37
<b>Step 2</b>	\$ 18.94
<b>Step 3</b>	\$ 19.51
<b>Step 4</b>	\$ 20.09
<b>Step 5</b>	\$ 20.70
<b>Step 6</b>	\$ 21.32
<b>Step 7</b>	\$ 21.96
<b>Step 8</b>	\$ 22.62
<b>Step 9</b>	\$ 23.29
<b>Step 10</b>	\$ 23.98

<b>Campus Security Support Salary Schedule</b>			
<b>1. 2013-2014</b>			
<b>Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>1</b>	11.21	11.85	12.59

<b>Campus Security Support Salary Schedule</b>			
<b>1. 2013-2014 Less 2% wage reduction agreed for all</b>			
<b>Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>1</b>	10.99	11.61	12.34