

**GLEN LAKE COMMUNITY SCHOOLS**

**and**

**TEAMSTERS LOCAL 214**

**Representing**

**Glen Lake Community Schools  
Maintenance, Custodial, and Garage Mechanic Employees**

**MASTER AGREEMENT**

**2009-2012**

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**SECTION 1**  
**BASIC CONTRACTUAL PROVISIONS**

**1.1 Agreement**

This agreement is entered into on this 8<sup>th</sup> day of June, 2009, by and between the School District of the Glen Lake Community Schools, the City of Maple City, Michigan, hereinafter called the “Board” or the “Employer,” and the Teamsters State, County and Municipal Workers Local 214, hereinafter called the “Union.”

**1.2 Preamble**

A. This Agreement between the Employer and the Union outlines rates of pay, hours of work, and other specified conditions of employment.

B. The parties ascribe to the principal of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, creed, national origin, political or Union affiliation.

C. The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all the levels and among all employees. Under this agreement, employees will perform work in a professional, conscientious, and quality manner, working with the Employer to improve the condition of the facilities, equipment, and work site.

D. The Employer, the Union, and the employees who are covered by this contract will work together to provide services which will assist the Employer in providing excellent educational programs to those who are part or are involved in Glen Lake Community Schools educational programs. It is the intent of the parties to work together to provide educational programs and services in a safe and orderly environment, and to do so with an attitude of promoting economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of unnecessary interruptions to production. It is the intent of the parties to this agreement to cooperate fully to advance and achieve these purposes.

**1.3 Recognition**

Pursuant to Public Employment Relations Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Teamsters, State, County and Municipal Workers, Local 214, in the unit described below, as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours, and other terms and conditions of employment:

ALL MAINTENANCE, CUSTODIAL, AND GARAGE MECHANIC  
EMPLOYEES, BUT EXCLUDING SUPERVISORS AND EXECUTIVE  
PERSONNEL, BUS DRIVERS, SUBSTITUTE BUS DRIVERS, OFFICE AND  
CLERICAL EMPLOYEES, CAFETERIA EMPLOYEES, TEACHER AIDES,  
LIBRARY PERSONNEL, PLAYGROUND SUPERVISORS, MAINTENANCE/  
CUSTODIAL/GARAGE MECHANIC COORDINATOR, AND ALL OTHER  
EMPLOYEES.

#### **1.4 Extent of Agreement**

A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to the agreement.

B. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### **1.5 Payroll and Pay Periods**

A. Payroll checks will be issued on a biweekly basis.

B. The Employer may make corrections in an employee's pay due to bona fide Employer or employee error. In such cases, an explanation of the reason for the correction will accompany the pay adjustment.

#### **1.6 Payroll deductions**

A. Involuntary Deductions:

1. Federal Income Tax
2. Michigan State Income Tax
3. Social Security - FICA and Medicare Tax
4. MPSERS deductions for MIP participants
5. Orders by courts of competent jurisdiction and court authorized agencies (child support, garnishments, judgments, etc.)

B. Voluntary Deductions:

1. TBA Credit Union or Trades Credit Union
2. IRA or Tax Shelter Annuity
3. Union Dues

#### **1.7 Seniority**

A. Seniority shall be defined as the employee's length of service since the last date of hire within the bargaining unit in accordance with the classifications as listed in 1.7.B. (below). Each employee shall hold seniority in each classification in which he/she successfully completed work beyond the probationary period. The Employer shall furnish the Union a copy of the seniority list upon the ratification of this contract and on or before October 1 of each year thereafter. If two or more employees are hired on the same date, the names shall be put into a hat, with the first name drawn having the most seniority.

B. Employees shall be classified as maintenance, custodial, or garage mechanic employees.

C. The Union shall represent probationary employees for the purpose of collective bargaining, however, a probationary employee may be terminated at any time by the Employer at its sole discretion and neither the Union nor the employee terminated shall have recourse to the grievance procedure over the termination.

D. The probationary period shall be sixty (60) calendar days.

### **1.8 Loss of Seniority**

Seniority shall be terminated when an employee:

A. Quits or retires.

B. Is discharged and the action is not reversed through the grievance procedure.

C. Is absent for three (3) consecutive working days without a valid reason.

D. Is laid off for a period of time equal to seniority or two (2) years, whichever is the lesser.

E. Fails to return to work on the first scheduled working day following termination of any leave of absence or scheduled vacation without valid reason for failure to return to work.

F. Fails to return to work from layoff when recalled in accordance with the contract.

### **1.9 Super Seniority**

For purposes of layoff and recall, the steward and alternate steward shall have super seniority provided they have the ability to perform the work.

### **1.10 Agency Shop**

Each bargaining unit member shall, as a condition of employment, within one (1) work day of the completion of the probationary period or the effective date of this agreement, whichever is later, join the Union or pay to the Union a Union established service fee in an amount not to exceed what is permitted by law.

### **1.11 Union Membership**

Membership in the Union is not compulsory. All employees have the right to join, not to join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this agreement to represent all employees included within the collective bargaining unit without regard to whether the employee is a member of the Union.

## 1.12 Check Off

- A. The bargaining unit member may authorize payroll deduction for membership dues or the Union service fee. Each employee and the Union hereby authorize the district to rely upon and to honor certifications by the secretary-treasurer of the local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or service fees.
- B. The district agrees to provide the service of payroll deduction of dues and/or fees and to forward the same to the Union without charge on a monthly basis.
- C. In the event that the bargaining unit member shall not join the Union or pay the Union service fee directly to the Union or authorize payment through payroll deduction, the district shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the written request of the Union, deduct the service fee from the bargaining unit member's wages and remit to the Union.
- D. When an employee does not have sufficient money due him/her after deductions have been made for Social Security, insurance, garnishment or any other deduction required by law, Union dues or the service fee for the month will be collected by the Union directly from the employee.
- E. If an employee who is absent on account of illness, leave of absence, or for any other reason has no earnings due him/her for that period, no deduction will be made. The Union will arrange collection of dues or service fee for that period directly from the employee.
- F. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction does not conform to the Union's constitution or by-laws, refunds owed to an employee shall be made by the Union.
- G. The Union shall notify the Employer in writing of the proper amount of dues or service fees, and any subsequent changes in such amounts. It is understood that (except by mutual written agreement of the parties), such changes shall not be requested more than once annually.
- H. The Employer's liability under the terms of this Article shall be limited to the deduction of dues or service fees and remittance of those deductions to the Union. The Union agrees to hold the Employer and the Board of Education, including each individual school Board member and all authorized agents of the Board, harmless for any and all claims arising out of its agreement to deduct dues or service fees by reason of action taken or not taken by the Employer for the purpose of complying with this article.
- I. In the event an employee challenges the amount of the service fee through the Union appeal process, the service fee shall continue to be payroll deducted from the employee, however, 25% of the regular Union membership dues will be placed into an escrow account by the Employer pending completion of the appeal process. No employee shall be discharged during the pending of an appeal. Upon final resolution of the employee appeal, the Employer shall forward to the Union that portion of the escrow account determined to be the appropriate service fee charge.

### **1.13 Bargaining Unit Work**

A. The Custodial, Maintenance, and Transportation Coordinator employee will be performing bargaining unit work on a regular basis, but not with the intent of displacing or causing the layoff of a current non-probationary bargaining unit member.

B. Other supervisors shall be permitted to perform bargaining unit work in emergency, when regular employees are not available, to instruct or train employees, to do experimental work on a new job, in other cases where bargaining unit employees are not displaced, and where the supervisor does not perform the work on a regular or extended basis.

### **1.14 Representation**

A. The Employer agrees to recognize one (1) Steward and one (1) Alternate Steward whose duties shall be limited to the administration of this Agreement, including the investigation and processing of grievances. Not more than one (1) Steward or Alternate Steward shall be involved in each situation.

B. The Union shall furnish the Employer the names of its authorized representatives and stewards and of all changes in such representation that may occur from time to time.

C. Stewards are not to leave their work stations without first obtaining permission from their supervisor or department head and unless their presence is requested by the department head or superintendent. In no event shall any employee or steward interrupt any work procedure in order to participate in the grievance procedure without the permission of the Employer. Stewards, whose participation is required in the grievance procedure, shall be released from their work within a reasonable time.

D. Any aggrieved employee, steward or alternate shall be paid their appropriate rate by the Employer for necessary time spent during their working hours participating in the grievance procedure.

### **1.15 Special Conferences**

Special conferences for important matters of mutual concern not being processed as a grievance under this Agreement may be arranged by mutual agreement between the Employer and stewards (and by mutual agreement, outside parties may be requested to attend). Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to, in any way, modify, add to or detract from the provisions of this agreement unless by written mutual agreement. Such special conferences shall be scheduled (inasmuch as is reasonably possible) so as not to interfere with or interrupt the regular employee work day.



## SECTION 2 EMPLOYMENT RELATIONS

### 2.1 Management Rights

The Employer hereby retains and reserves unto itself, without limitation, except as expressly limited by the terms of this agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by (or not specifically withheld by) the laws and the Constitutions of the State of Michigan and of the United States. Illustrative of these rights are the following:

1. To exercise the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees.
2. To hire all employees and, subject to the provisions of this agreement and of the law, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
3. To carry out an evaluation program and to evaluate the effectiveness of individual employee performance.
4. To adopt rules and regulations which are not in expressed conflict with the terms of this agreement.
5. The Employer shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement.
7. The Employer shall determine all methods and means to carry on the operation of the schools.
8. To reduce hours and/or lay off employees.

The Employer shall not be arbitrary, capricious or discriminatory in carrying out its rights under this article.

## SECTION 3 GRIEVANCES

### 3.1 Grievance

A. The grievance procedure shall serve as an orderly means of settling contract issues without undue interruption or disturbance of the operation of the school. A grievance shall be defined as an alleged violation of the provisions of this agreement, a written dispute, claim or complaint arising under and during this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of the express provisions of this Agreement.

B. All grievances must be filed within five (5) working days after the occurrence of the circumstances giving rise to the grievance or five (5) days from when the grievant should reasonably have known of the occurrence. Otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

C. A work day as described in the grievance procedure shall mean any day which both the appropriate local Union representative and the Employer representative is scheduled to work. Saturdays, Sundays and legal holidays shall not be counted under the time limits established in the grievance procedure.

### **Step 1**

An employee having a complaint or grievance shall first discuss the matter orally with the employee's immediate supervisor or immediate supervisor's designee. The supervisor or designee shall answer the complaint or grievance orally within two (2) working days.

### **Step 2**

If the matter is not resolved in Step 1, the grievance shall be reduced to writing on the regular grievance form provided by the Union, signed by the grievant(s) and presented to the employee's immediate supervisor within three (3) working days of the Step 1 oral answer. Within two (2) work days of receipt of the written grievance, the employee's immediate supervisor shall meet with the steward and the grievant in an effort to resolve the grievance. The immediate supervisor shall reply in writing to the grievant within three (3) work days of such meeting, and shall furnish a copy thereof to the steward.

### **Step 3**

If the matter is not resolved in Step 2, the Union shall, within five (5) working days of the immediate supervisor's answer in Step 2, contact the Superintendent to arrange a meeting on the grievance to present and discuss the written grievance with the Superintendent (or designee). This meeting shall be held within five (5) working days of the request unless an extension of time is mutually agreed to by both parties. The Superintendent (or designee) shall provide a written response to the Union representative within five (5) work days of such meeting. A copy of such response shall also be furnished to the employee involved.

### **Step 4**

A. If the Union representative is not satisfied with the disposition of the grievance by the superintendent (or designee), or if no disposition has been made within five (5) school days of such meeting, or ten (10) work days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Board of Education by filing a written copy thereof with the secretary, or other designee of the Board. The Board (or an appointed committee of the Board), no later than its next regular meeting, or two (2) calendar weeks, whichever shall be later, may hold a grievance hearing in executive session, or give such other consideration to the grievance as it shall deem appropriate.

B. Disposition of the grievance in writing by the Board (or an appointed committee of the Board) shall be made no later than seven (7) work days thereafter. A copy of such disposition shall be furnished to the Union and to the employee involved.

**Step 5**

A. If the Union is not satisfied with the disposition of the grievance at Step 4, or if no disposition has been made within the period provided, the Union may file a Demand for Arbitration of the dispute with the Federal Mediation and Consultation Service, whose rules shall govern the arbitration proceeding. The Union shall file for arbitration not later than thirty (30) calendar days from the date of the Board's timely response.

B. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the agreement.

C. The costs and expenses of the arbitrator shall be shared equally by the parties.

D. The decision of the arbitrator shall be binding on the Employer, the Union, and all bargaining unit employees involved in the particular grievance.

**3.2 Time Limits**

A. Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps unless a time limit is mutually extended. Should an employee or the Union fail to institute or advance a grievance within the time limits specified, the grievance will not be processed and will be considered withdrawn. It is understood that an arbitrator shall have no authority to waive said time limits. In the event the Employer fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied based on the last response received by the Union from the Employer representative. Such grievance will be subject to timely advancement to the next step of the grievance procedure. Any grievance which has been withdrawn by the Union or settled shall not be the subject of any further grievance.

B. The settlement of a grievance in any case shall not be made retroactive for any period prior to fifteen (15) days of the date the grievance was first presented in writing.

**3.3 Period of Back Wages**

The Employer shall not be required to pay back wages for periods prior to the time the incident occurred provided that in the case of a pay shortage, which the employee had been unaware prior to receiving their pay, any adjustments made shall be retroactive to the beginning of that pay period (providing the employee files the grievance within five (5) working days after receipt of such pay).

**3.4 Calculation of Back Wages.**

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation. This would also include compensation for personal services that the employee may have received from any source during the period in question except outside income which is normally earned.

### **3.5 Notification of Disciplinary Discharge or Layoff**

When an employee is given a disciplinary discharge or layoff, the Union will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within the five (5) working days from the time of presentation of the notice to the Union. Grievances regarding discharge shall commence at step 2 of the grievance procedure. Steps in the grievance procedure for other issues may be bypassed only by written mutual agreement of both parties.

### **3.6 Time For Grievance Meetings**

The Employer will grant a reasonable and necessary amount of time during straight time working hours to the stewards who must be present for direct participation in the grievance proceedings with the Employer. Stewards shall first receive permission from their supervisor to leave their work station and shall report back promptly when their part of the grievance proceedings have been completed. There will be no additional pay for any time utilized in the grievance procedure, before or beyond the normal working day, including weekends and/or holidays.

## **SECTION 4 WORKING CONDITIONS**

### **4.1 Hourly Employees**

Hours and calendar vary and will be established by the Superintendent or designated representative. Unless otherwise assigned, the normal work week for employees is Monday through Friday. Employees will be paid for all authorized hours assigned and worked. Employees called in to work when not usually assigned will be paid for hours assigned and worked, but will be paid a minimum of two hours when reporting for a call in.

### **4.2 Overtime**

A. If requested to work overtime, an employee will be expected to do so unless excused for good cause.

B. All employees will be expected to participate in overtime assignments. In order to assure such participation, the parties agree that such assignments shall be by seniority and on a rotating basis. This will not prevent employees from trading such overtime assignments by mutual agreement (or an employee, by mutual agreement, may cover such an assignment for another employee), with advance approval of the Employer.

C. Overtime hours work will be placed on an overtime distribution sheet and will be kept up-to-date by the Maintenance Supervisor.

D. Overtime work for hourly employees will be allowed only upon prior approval of the designated representative of the superintendent. Approved time paid up through each forty (40) hour week will be paid at the employee's regular hourly rate. Overtime worked beyond the forty (40) hour work week will be paid at the rate of one and one-half (1-1/2) times the regular rate of pay

### **4.3 Line of Responsibility**

Employees are directly responsible to the superintendent or the superintendent's designee, and are to perform their work in a professional, conscientious, and quality manner, working with the Employer to improve the condition of the facilities, equipment, and work site.

### **4.4 Lunch/Rest Breaks**

A. All employees are allowed one-half hour unpaid lunch period and two paid rest breaks, not to exceed fifteen (15) minutes each, both of which are to be scheduled by the supervisor.

B. Lunch periods and rest breaks will be staggered so that all maintenance and other duties will be covered at all times during established work hours.

### **4.5 Punctuality**

Employees are expected to be punctual at all times - arrive and be ready at the beginning of their work day and continue until the close of the work day. Punctuality and regularity of attendance are important.

### **4.6 Confidential Nature of Work**

A position in a school requires utmost loyalty. Much of the information employees have access to is regarded as confidential in nature and employees are expected not to divulge this information.

### **4.7 Physical Exams**

A. The Employer shall require an employee to submit to a physical examination by an Employer approved physician or surgeon to show evidence of good physical and mental health. The expense of the examination shall be borne by the school district. If the employee goes to an M.D. or D.O. of his/her choice, then the Employer agrees to pay the same amount to his/her doctor as paid to the school doctor. Second opinions will be at the expense of the employee.

B. Any employee absent because of an extended or serious illness shall present to the superintendent, prior to his/her return to service, a statement from a licensed physician indicating that his/her health is satisfactory for return to work.

### **4.8 Telephones**

Telephones shall be for official school business or emergencies. It is one of the responsibilities of employees to help control use of the phone for long distance calls by all employees in the building. Personal long distance calls shall not be charged to school phones. Long distance calls pertaining to school business shall be recorded in a ledger provided by the Employer.

#### **4.9 Care of equipment**

Employees are charged with the responsibility of taking care of the equipment within the area in which they work. All machines and equipment should be kept clean and as neat as possible. When a machine fails to work properly, the fact should immediately be reported to the supervisor. No equipment shall be removed from the building without the consent of the supervisor.

#### **4.10 Snow Days**

- A. Crews will report for their scheduled shift unless notified by the supervisor.
- B. In the event of notification by the supervisor, the snow days will not be deducted from the employee's pay.

#### **4.11 First Aid Classes**

Maintenance, custodial staff, and garage mechanic will be encouraged to attend first aid courses leading up to their obtaining a Standard First Aid and CPR card. Necessary expenses related to the courses will be paid for by the school district (book fees, tuition, etc.). An attempt will be made to arrange classes during working hours. Classes will be scheduled more than once per year to ensure that each employee may attend a class without interruption due to work.

#### **4.12 Emergency Transportation Assignment**

A minimum of two custodial and maintenance employees (and the garage mechanic) will maintain bus driver certification and may be required to drive a school bus in emergency and/or extenuating circumstances or conditions. In such cases, the employee shall be paid at the step one rate of a bus driver or his/her own rate, whichever is greater.

#### **4.13 Garage Mechanic Certification**

The Garage Mechanic will hold or work toward holding ASE (Automobile Service Excellence) certification in eight certification areas (as established by the Employer). The Garage Mechanic must hold ASE certification in at least three certification areas within the first two years of this contract.

#### **4.14 Training Classes**

Necessary expenses related to classes will be paid for by the school district (book fees, tuition, etc.). All classes must be approved by the superintendent prior to attending.

#### **4.15 Vacancies and Promotions**

- A. The Employer, in its desire to recognize years of service, will prepare and keep lists indicating total years of service in the bargaining unit. In the event of vacancies that indicate promotion, when in administration's determination qualifications of applicants are equal seniority will be the determining factor, provided he/she is otherwise qualified to fill the vacancy.

B. All job openings in the bargaining unit shall be posted on bulletin boards at least five days in advance of filling the vacancy. The superintendent will accept written applications from any qualified candidates after notice of vacancy is made known, after which the candidate for the position with the best qualifications will be selected by the superintendent to fill the vacancy.

C. There shall be a maximum period of sixty (60) calendar days in which he/she shall have a fair trial to prove himself/herself competent to handle such job. In the event he/she cannot satisfactorily perform the job, he/she shall be returned to his/her former position with no loss of service time. The employee may request a return to his/her former position during the sixty (60) day period without loss of service time.

D. An employee may exercise his/her right to refuse promotion without loss of service time.

## SECTION 5 COMPENSATION AND BENEFITS

### 5.1 Salary Guide

#### Maintenance, Custodial & Garage Mechanic Employees

A. All employees in job classification, maintenance and custodial staff, shall be paid on the following schedule:

Maintenance employees shall be paid an additional 85¢ per hour. The lead employee shall be paid an additional 85¢ per hour above the usual wage. A night premium will be paid to employees who are working the afternoon shift at 60¢ per hour. Third shift premium shall be 80¢ per hour above base.

	<b>2009-10</b>	<b>2010-11*</b>	<b>2011-12*</b>
<b>Custodial:</b>			
1st Shift	17.57	XXXX	XXXX
2nd Shift	18.17	XXXX	XXXX
3rd Shift	18.37	XXXX	XXXX
 <b>Maintenance/Lead:</b>			
1st Shift	18.42	XXXX	XXXX
2nd Shift	19.02	XXXX	XXXX
3rd Shift	19.22	XXXX	XXXX
 <b>Garage Mechanic:</b>			
<b>Full Certification</b>	20.79	XXXX	XXXX
<b>*Garage Mechanic: W/out full certification</b>	<b>20.17</b>	<b>XXXX</b>	<b>XXXX</b>

**\*The 2010-11 and 2011-12 salaries will be negotiated on an annual basis.**

B. Probationary period for all staff covered under this agreement is for sixty (60) calendar days at 20% less per hour than the base rate.

C. If the majority of an employee's shift hours are in a shift other than their normal shift, they will receive the shift wage in which the majority of hours occurred.

## **5.2 125 Cafeteria Plan**

The Employer will make available to the bargaining unit a qualified IRS Section 125 Cafeteria Plan. Employees may, subject to the guidelines of the plan, participate in the flex plan options.

## **5.3 Mileage**

When an employee is required to drive his/her personal automobile in the course of his/her work duties, he/she shall receive an allowance of the current IRS rate or at the per mile rate paid to employees in other district bargaining units, whichever is greater.

## **5.4 Uniforms (Custodial & Maintenance Employees)**

The Board of Education will provide three (3) uniforms, one jacket and one liner per year for maintenance and custodial staff.

## **5.5 Uniforms (Garage Mechanic)**

The bus mechanic will be provided with seven (7) laundered uniforms and one all season lined jacket for the life of this agreement.

## **5.6 Safety Shoes & Glasses (All Employees)**

Safety equipment required by law will be paid for by the school district. The Employer will reimburse employees up to \$150.00 per school year for the purchase of safety shoes which shall be worn on duty. A higher value may be set by the Employer after meeting and conferring with the Union. Safety shoes will be purchased once per year, except in unusual circumstances, and at the discretion of management, exceptions may be made to purchase an additional pair of safety shoes.

## **5.7 Hand Tools (Garage Mechanic)**

An inventory will be taken and maintained of the garage mechanic's hand tools. For the length of this agreement, all broken hand tools will be replaced on a one to one basis. Tools are to be of professional quality.

## **5.8 Hospitalization/Dental/Vision Protection**

A. The Employer shall pay health care insurance premiums\* for qualified employees up to and including full family coverage for hospitalization, dental and vision plans, with the carrier to be determined by the Employer.



B. Employees who are less than full time (40 hours per week or 2080 hours per year), but who are regularly employed and assigned on an annual basis for at least 1040 hours or more may receive benefits on a prorated basis (any additional costs for the benefits would be through payroll deduction).

C. Two people from the bargaining unit shall be part of a committee to discuss any changes in the health care benefit package.

D.\* The Board will provide insurance at its full initial monthly premium cost, and the Board will pay up to a maximum of ten percent (10%) of any increase in insurance premium costs for the second year of this contract. Any such increase in costs shall not exceed ten percent (10%) until a successor contract is ratified by both parties. Health care coverage shall be as follows:

- 1) MASB/SET/SEG HSA Medical Plan with BCBSM Flexible Blue 2 (PPO) with 100% RX which includes a debit card, 2000/5000 deductible
- 2) Or any other plan mutually agreed upon by the Employer and Union

The Board will provide the payment of the in network deductible listed in the medical plan.

E. If Employer insurance premium costs for bargaining unit employees would exceed a ten percent (10%) increase in the second year of this contract, the Employer and Union will meet within thirty days of any announced rate change to discuss options, and will then implement one or more of the following at the discretion and direction of the Union in mutual agreement with the Employer. Such decision and direction from the Union will be made known to the Employer in writing no later than thirty days after the new insurance rates are known.

1. Deduct the difference through payroll deduction utilizing the IRS Section 125 plan.
2. Adjust benefit levels or insurance plans to keep costs within a ten percent (10%) increase as mutually agreed between the Employer and Union.
3. Reduce the employee salary schedule in an amount which would equal the increase in any costs for insurance greater than ten percent (10%).

## **5.9 Long term Disability Insurance (LTD)**

The Employer will provide for each employee, at no cost to the employee, long term disability insurance (66 2/3% of wages, 60 day wait, \$2,500 per month maximum benefit level).

**SECTION 6  
ABSENCE FROM DUTY**

**6.1 Sick Leave**

A. Sick leave will be granted for illness or injury to the employee and his/her immediate family. Immediate family shall include spouse and/or minor children. A doctor's affidavit may be required for the illness of an employee.

B. Employees are granted sick leave (earned based on the schedule below) with a maximum accumulation of 120 days. Employees will first draw from their annually allocated sick leave before drawing from their accumulated sick leave.

180 - 199 work days	=	9 sick days
200 - 219 work days	=	10 sick days
220 - 239 work days	=	11 sick days
240 & over	=	12 sick days

C. Sick leave will be available to employees who are regularly employed and assigned on an annual basis for at least 1040 hours or more. Such employees will receive prorated sick leave based on full time (40 hours per week or 2080 hours per year).

D. New employees will have sick leave days prorated based on the number of work days remaining in the fiscal work year.

E. If employment is terminated after school starts and the employee has used leave days in excess of the number accumulated or actually earned, these unearned days shall be deducted from his/her final pay.

F. Employees on paid sick leave shall be deemed to be on continued employment.

G. It is the responsibility of each employee to complete a "Record of Absence" form on the first day back to work and to have it signed by his/her supervisor and submit it to the payroll office.

H. Unused sick leave, surrender value: Upon the death or upon retirement of an employee in accordance with the Michigan Public Schools Employees Retirement System (MPERS) and/or the Social Security Act, the total accumulated sick leave of an employee shall have a cash surrender value of thirty-three and one-third (33 & 1/3) percent.

I. Any employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available, may be granted a leave of absence without pay or benefits for the duration of such illness or disability up to a maximum of one year. At the Employer's discretion, the employee may be required to submit to a physical examination by a physician selected by the Employer, at the Employer's expense, to verify the illness and/or ability to return to work.

## 6.2 Personal Days

A. Employees may be granted personal days for items which cannot be taken care of after work hours, weekends, or vacation periods. These days shall be applied for at least three (3) days in advance, except in the case of an emergency. Personal days will not be granted for vacation, or recreational activities, nor immediately before or after a holiday or vacation.

B. Personal Days will be granted according to the following schedule:

0 through 4 years service	-	2 personal days deducted from sick leave
5 through 9 years service	-	2 personal days; 1 deducted from sick leave
10 years & over	-	2 personal days; neither deducted from sick leave

## 6.3 Vacation Days

### Twelve (12) Month Employees

A. Beginning with the date of hire into the bargaining unit, employees shall be granted paid annual vacation time effective on the anniversary date of their hire in accordance with the following schedule:

1.	After 1 through 5 years of service:	Two (2) weeks vacation
2.	After 6 through 14 years of service:	Three (3) weeks vacation
3.	After 15 or more years of service:	Four (4) weeks vacation

B. Paid vacation will be available to employees who are regularly employed and assigned on an annual basis for at least 1040 hours or more. Such employees will receive paid vacation prorated based on full time (40 hours per week or 2080 hours per year).

C. Vacations are normally taken during the summer vacation period. Vacations are normally denied if requested for the week preceding the opening of school. By special request, vacations are granted at other times during the year. All vacations must be prearranged and approved by the superintendent or designee.

D. Vacation time is normally not allowed to accumulate from one year to the next. Vacation days granted at the end of the school year earned, must be used prior to August 15 or one week prior to the start of school.

E. Upon prior approval from the superintendent, employees may be allowed to carry over vacation to the next contract year in order to extend a vacation period for special occasions.

F. Upon transfer from the unit or separation from the District, custodial, maintenance and mechanic employees will be paid for their unused earned vacation time.

#### 6.4 Bereavement Leave

A. Absence without loss of pay shall be allowed up to three (3) days upon the death of a spouse, child, parent, brother, sister, grandparent, parent-in-law, current brother or sister-in-law, or dependent (dependent is defined as one who qualifies under I.R.S. regulations). Such days shall not be deducted from any leave.

B. Upon receipt of a request from the employee, additional days may be granted by the superintendent. These additional days shall not be subtracted from the employee's sick leave.

#### 6.5 Jury Duty Leave

An employee called for jury duty, or to give testimony before any judicial or administrative tribunal, shall be compensated for the difference between the daily pay and pay received for the performance of such obligation. Such time lost may not be deducted from annual or accumulated sick leave. The District shall not be obligated for above said compensation when such testimony or duty is connected with a non-school business. The Employer will have no obligation to compensate an employee for wages lost due to attendance at a hearing in which the employee is a witness or claimant against the Employer.

#### 6.6 Workers Compensation Insurance

A. All employees, while on the job, are covered under Worker's Compensation Insurance. In the event that an injury is incurred, an accident report form shall be secured from the supervisor. All requested information shall be filled out and the supervisor shall sign and return this form promptly to the payroll office for state filing.

B. Any employee, while employed by the district, who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law may receive from the Employer the difference between Worker's Compensation payment prescribed by law and his/her regular salary, to the extent and until such time as the employee shall have used up any so called "sick leave" provided herein.

C. Any employee who is employed by another Employer and sustains injury or disease as a result of this employment which is compensable under Michigan Compensation Law, is not eligible to receive compensation under the school's sick leave policy.

#### 6.7 Holidays

July 4 <sup>th</sup>	Labor Day
Thanksgiving Day and the following Friday	Christmas Eve
Christmas Day	New Years Eve
New Years Day	* President's Day
Good Friday	Memorial Day
# (2) Floating Holidays	

Paid holidays will be available to employees who are regularly employed and assigned on an annual basis for at least 1040 hours or more. Such employees will receive paid holidays prorated based on full time (40 hours per week or 2080 hours per year).

**Note:** If the holiday falls on a Saturday, employees will have Friday off. If the holiday falls on a Sunday, employees will have Monday off.

\* If school is held on President's Day in any given year, this holiday will become a "floating holiday" and will be scheduled at another time within the same year by mutual agreement of the Employer and the employees.

# The date(s) of the annual "Floating Holidays" for each bargaining unit employee is subject to the approval of the Superintendent or designee, and must be pre-arranged and pre-approved.

## **SECTION 7 LAYOFF AND RECALL**

### **7.1 Layoff Defined**

Layoff shall be defined as a reduction in the number of employees in the work force.

### **7.2 Indefinite Layoff**

In the event of a layoff for an indefinite period, the employees will have at least thirty (30) calendar days notice of layoff. The Steward shall receive a list of the employees being laid off prior to the date notices are issued to the employees.

### **7.3 Recall Notices**

Notices of recall shall be sent by certified or registered mail, or telegram, to the employee's last known address as shown in the Employer's records, and it shall be the obligation of the employee to provide the Employer with a current address and telephone number or additional information to guarantee receipt of notice of recall.

### **7.4 Employee Recall Requirements**

A recalled employee shall give notice of his/her intent to work within three (3) calendar days of receipt of note, and shall return within fourteen (14) calendar days, or his/her employment shall be determined unless an extension is granted by the Employer.

### **7.5 Layoff Order**

A. Layoff of employees shall be by classification seniority, and the following order shall be followed, provided the remaining employees have the ability to perform the work required.

1. Temporary employees
2. Probationary employees
3. Regular employees based upon classification seniority

B. The employee with the least seniority in a classification shall be laid off first.

## **7.6 Order of Recall**

Recall of employees shall be by classification seniority in inverse order of lay off.

## **SECTION 8 DISCIPLINE AND DISCHARGE**

### **8.1 Just Cause**

No non-probationary bargaining unit member shall be disciplined without just cause.

### **8.2 Minor Offenses**

It is agreed that progressive discipline shall be used for all minor offenses and the employee shall first receive a verbal warning and a written warning prior to more severe discipline being imposed.

### **8.3 Major Offenses**

The Union acknowledges that the Employer shall not be required to give a verbal or a written warning in cases of major offenses. Discharge must be proper and with written notice to the employee and the steward citing specific charges against the employee.

### **8.4 Review of Discharge or Suspension**

A. A discharged or suspended employee will be permitted to review his/her discharge or suspension with the steward. Except in cases where health and/or safety may be an issue, the Employer will make available an area where the discharged or suspended employee may meet with his steward before the employee is required to leave the property of the Employer.

B. Upon request, an Employer representative may discuss the discharge or suspension with the employee and steward.

### **8.5 Review of Personnel File**

Upon request, and subject to guidelines of the "Bullard-Plawecki Employee Right to Know Act," an employee may review the contents of the personnel file maintained by the district in his/her name, excluding initial references and any other items excluded by law, and to have a representative of the Union accompany him/her in such review. The review shall be made in the presence of the Administrator (or designee) responsible for the safekeeping of the files.

**SECTION 9  
DURATION OF AGREEMENT**

**9.1 Duration of Agreement**

A. This Agreement shall be in effect from July 1, 2009 and shall continue in effect through June 30, 2012.

B. This Agreement shall automatically be renewed from year to year thereafter unless either party notifies the other, in writing, one-hundred-fifty (150) calendar days prior to the expiration date that it desires to open and modify this Agreement.

For the Employer

For the Union

_____	Date	_____	Date
_____	Date	_____	Date
_____	Date	_____	Date
_____	Date	_____	Date