

# AGREEMENT

between

The Clinton Community Schools

Board of Education

and

The Clinton Educational Support

Personnel Association

Custodial and Maintenance

07/01/2015 -06/30/2016

## TABLE OF CONTENTS

<u>ARTICLE I: PURPOSE</u> .....	3
<u>ARTICLE II: UNION RECOGNITION / AGENCY SHOP/CHECK-OFF</u> .....	3
<u>Section 1. Union Recognition</u> .....	3
<u>Section 2. Agency Shop</u> .....	3
<u>ARTICLE III: NON-DISCRIMINATION</u> .....	4
<u>ARTICLE IV: RIGHTS OF THE BOARD OF EDUCATION</u> .....	5
<u>ARTICLE V: VISITATION</u> .....	6
<u>ARTICLE VI: STEWARDS</u> .....	6
<u>ARTICLE VII: SAFETY PRACTICES</u> .....	6
<u>ARTICLE VIII: JURISDICTION</u> .....	6
<u>ARTICLE IX: CONTRACTUAL WORK</u> .....	7
<u>ARTICLE X: SENIORITY</u> .....	7
<u>ARTICLE XI: TRANSFER AND PROMOTION PROCEDURE</u> .....	8
<u>ARTICLE XII: NEW JOBS</u> .....	9
<u>ARTICLE XIII: DISCIPLINE-DISCHARGE</u> .....	10
<u>ARTICLE XIV: LEAVES OF ABSENCE</u> .....	10
<u>Definition:</u> .....	10
<u>ARTICLE XV: GRIEVANCE PROCEDURE</u> .....	12
<u>Definitions:</u> .....	12
<u>Step One:</u> .....	13
<u>Step Two:</u> .....	13
<u>Step Three:</u> .....	14
<u>Step Four:</u> .....	14
<u>Step Five:</u> .....	14
<u>Step Six:</u> .....	15
<u>ARTICLE XVI: HOURS AND WORK WEEK</u> .....	16
<u>Section 1. Work Week</u> .....	16
<u>Section 2. Overtime Rates</u> .....	16
<u>Section 3. Call Back</u> .....	16
<u>Section 4. Reporting Pay</u> .....	17
<u>Section 5. Shift Differential</u> .....	17
<u>Section 6. Distribution of Overtime</u> .....	17
<u>Section 7. Rest Periods</u> .....	17
<u>Section 8. Perfect Attendance</u> .....	17
<u>Section 9. Substitutes</u> .....	18

**ARTICLE XVII: PAID LEAVE** ..... 18

*Section 1. Sick Leave* ..... 18

*Section 2. Funeral Leave* ..... 19

*Section 3. Personal Business Days* ..... 19

**ARTICLE XVIII: HOLIDAYS** ..... 20

**ARTICLE XIX: INSURANCE BENEFITS** ..... 21

**ARTICLE XX: VACATIONS** ..... 24

**ARTICLE XXI: GENERAL** ..... 25

*Section 1. Tax-Sheltered Annuities* ..... 25

*Section 2. Parking* ..... 25

*Section 3. Deductions* ..... 25

*Section 4. Continuing Education* ..... 25

*Section 5. Pension* ..... 25

*Section 6. Physical Examinations* ..... 24

*Section 7. Mileage* ..... 25

*Section 8. Inclement Weather Days* ..... 26

*Section 9. Safety Equipment* ..... 26

**ARTICLE XXII: JURY DUTY** ..... 26

**ARTICLE XXIII: BENEFITS** ..... 27

**ARTICLE XXIV: CLASSIFICATION AND COMPENSATION** ..... 27

**ARTICLE XXV: BINDING EFFECT OF AGREEMENT** ..... 27

**ARTICLE XXVI: SCOPE, WAIVER AND ALTERATION OF AGREEMENT** ..... 28

*Section 1.* ..... 28

*Section 2.* ..... 28

*Section 3.* ..... 28

**ARTICLE XXVII: TERMINATION AND MODIFICATION** ..... 29

SCHEDULE A ..... 30

## **ARTICLE I: Purpose**

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

## **ARTICLE II: UNION RECOGNITION / AGENCY SHOP**

### Section 1. Union Recognition

- (a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- (b) The term "employee" as used herein shall include all Custodians, Head Custodians, and Maintenance Engineers but excludes substitutes, supervisors, and all other employees of the Employer.

### Section 2. Agency Shop

- (a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union shall, within the ninety-first (91<sup>st</sup>) calendar day of the effective date of this Agreement, or within the ninety first (91<sup>st</sup>) calendar day of their date of hire by the Employer, whichever is later, become members, or in the alternative shall, as a condition of employment, pay to the Union each month a service fee, in a legally permissible amount, which is not greater than the regular monthly membership dues uniformly required of the employees of the Employer who are members, which amount has been established in accordance with a legally approved procedure.
- (b) An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

- (c) Employees who fail to comply with the conditions of this Article shall have the proportional amount of the legally permissible service fee automatically deducted from the employee's wages, pursuant to MCLA 408.477 MSA 17.277(7), by the Employer, within thirty (30) calendar days after receipt of written notice of such default is delivered to the Employer by the Union.
- (d) If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.
- (e) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.
- (f) The Employer agrees that upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hiring and Social Security Number of the new employee.
- (g) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.
- (h) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Employer in reliance upon claims made by the Union that the employee must have the service fee involuntarily deducted from his wages because he has not complied with the Section.

### **ARTICLE III: NON-DISCRIMINATION**

The Employer and the Union both recognize their responsibilities under Federal, state and local laws pertaining to fair employment practices, as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

**ARTICLE IV: RIGHTS OF THE BOARD OF EDUCATION**

- (a) The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during work time, or whenever such activities may detract from the employee's effectiveness;
  - (2) To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, including dismissal, demotion or transfer of all such employees;
  - (3) To determine workload, hours of employment, and the duties and responsibilities, and assignment of employees covered under this Agreement and to determine and revise from time to time job descriptions.
- (b) The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express and specific terms hereof, which are not in conflict with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- (c) In the event of a misinterpretation or misapplication of this Agreement, the integrity of this Article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

### **ARTICLE V: VISITATION**

Upon request by the Union and the presentation of proper credentials, Officers or accredited Representatives of the Union shall be admitted into the buildings of the school system during working hours for the purposes of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

### **ARTICLE VI: STEWARDS**

- (a) The employees shall be represented by a Chief and an Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be furnished to the Employer in writing by the Union.
- (b) Reasonable arrangements will be made to allow the Chief Steward time off with pay for the purpose of attending grievance and negotiating meetings, after arrangements have been made with the supervisor. The alternate Steward may act in the absence of the Chief Steward.
- (c) The Employer shall supply the Chief Steward the following information within a newly hired employee's first (1<sup>st</sup>) week of employment: name, date of hire, address, classification and job location.

### **ARTICLE VII: SAFETY PRACTICES**

The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, in accordance with the Occupational Safety and Health Act, State and local regulations.

All employees are required to immediately report, in writing, to their immediate supervisor, any unsafe condition.

### **ARTICLE VIII: JURISDICTION**

The Employer shall have the right to assign bargaining unit work to non-bargaining unit employees, supervisors, temporary employees, students, or volunteers as determined appropriate by the Board. Such assignments shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members.

**ARTICLE IX: Contractual Work**

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members.

**ARTICLE X: SENIORITY**

- (a) A newly hired employee shall be on a probationary status for ninety (90) workdays, taken from and including the first (1<sup>st</sup>) day of employment. If at any time prior to the completion of the ninety (90) workday probationary period the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without appeal by the Union. Probationary employees are "at will" employees. Probationary employees who are absent during the first (1<sup>st</sup>) ninety (90) work days of employment shall work additional days equal to the number of days absent, and such employee shall not have completed his/her probationary period until these additional days have been worked.
- (b) After satisfactory completion of the probationary period, seniority shall be retroactive to date of hire.
- (c) An employee will lose his/her seniority for the following reasons:
  - (1) The employee resigns;
  - (2) The employee retires;
  - (3) The employee is discharged, and such discharge is not reversed through the Grievance Procedure.
- (d) Employees shall be laid off and recalled according to their seniority rights within their classification. An employee on scheduled lay-off shall immediately exercise his/her seniority and displace a lesser seniority employee in a lower series classification, provided the senior employee is qualified to hold the position held by the lesser seniority employee.
- (e) Seniority shall continue to accumulate within the bargaining unit for an employee who is transferred to a supervisory position, with that employee having the right to exercise his/her seniority and return to the bargaining unit in the event that he/she vacates his/her supervisory position.



- (f) An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about July 1<sup>st</sup> of each year. Such list shall contain each employee's name, date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

## **ARTICLE XI: TRANSFER AND PROMOTION PROCEDURE**

- (a) Notice of all vacancies and newly created positions shall be furnished in writing to the employees covered by this Agreement within one (1) pay period from the date of the vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. Such notice shall specify the following information: the type of work, the place of work, the starting date, the rate of pay, the hours to be worked, and the classification. No vacancy exists if a present employee is scheduled to return to work.
- (b) In the event that such vacancy or new job would result in the promotion of present employees, the Employer, upon receipt of all applications, shall consider the seniority of the applicants, and the employee's ability to do the required duties of the job. The Employer shall then assign the applicant who is the more senior employee and does possess the necessary qualifications to do the job, provided the employee has demonstrated, through past work performance, a good work record, potential leadership qualities, ability to establish good working relationships with other school personnel, cooperative attitude, ethical and professional behavior. The employee who is awarded the promotion shall be placed on a probationary status in the vacancy for a period of sixty (60) workdays at the employee's present rate of pay. Upon satisfactory completion of the probationary period, the employee shall be paid the rate of his/her position; retroactive to the date the employee first assumed the position. In the event that the employee does not perform his/her duties to the satisfaction of the Employer during the probationary period, the Employer may return the employee to his/her former position, or in the event that the employee desires to return to his/her former position during the probationary period, the Employer shall honor the employee's request. The Employer's determination regarding qualifications of an employee for a position may not be grieved past the Board Of Education decision, which shall be final. In the event that an employee requests a transfer to an open position, the Employer shall fill the position in accordance with the above provision.
- (c) Any employee within the bargaining unit who is temporarily transferred from his/her classification to another classification within the bargaining unit, shall be paid the rate of his/her position from which the employee is transferred, or the rate of the position to which he/she is transferred, whichever is higher.

- (d) Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event that a temporary transfer becomes necessary and the affected employee did not want to be transferred, the temporary transfer would stay in effect for thirty (30) calendar days, followed by a reassignment of the second employee for a thirty (30) calendar day period. If the second employee did not want to continue in the temporary transfer at the close of a thirty (30) day period, the first employee would then be temporarily assigned into the temporary position for another thirty (30) days. These temporary transfers would continue, following the above procedure, as needed, until the return of the employee who is absent.

### **ARTICLE XII: NEW JOBS**

- (a) When new jobs are placed in operation during the term of this Agreement, and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the job in question, and he shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job, which has been placed into effect, upon the institution of such job.
- (b) The new classification and pay rate shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request, in writing, to the Employer to negotiate the classification and pay rate. The negotiated pay rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the Grievance Procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon the resolving of the matter through the Grievance Procedure, the new classification and rate of pay shall be added to and become a part of Schedule A of this Agreement.

### **ARTICLE XIII: DISCIPLINE-DISCHARGE**

Dismissal, suspension and/or other disciplinary action of non-probationary employees shall be only for a reason which is not arbitrary or capricious, with the employee having the right to defend himself against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the Union. When the Employer feels that disciplinary action is warranted, such action must be initiated within ten (10) working days of the occurrence of the conditions giving rise to the action, or within ten (10) working days of the date that the Employer first becomes fully aware of the conditions giving rise to the discipline. Discipline involving a written reprimand may not be grieved past the Board decision, which shall be final. Among the causes, which shall be deemed sufficient for dismissal, suspension and / or other disciplinary action are the following: drunkenness; dishonesty; insubordination; willful violation of Employer's rules; substance abuse; unsatisfactory work performance; unauthorized absence; repeated tardiness or absenteeism; abuse of break time; abuse of leave privileges; theft or misappropriation; violence or destruction of property; possession of a weapon; immoral conduct; abuse of sick leave, personal leave, or other leave days; unacceptable rapport with students, parents, or other employees or harassment of students or employees; sexual or otherwise. The right to discipline or terminate probationary employees who are terminable at will rests solely with the Employer. The discipline or termination of a probationary employee shall not be subject to the grievance procedure.

### **ARTICLE XIV: LEAVES OF ABSENCE**

#### **Definition:**

The Board or its representative shall, upon written application, grant a leave of absence for a period not to exceed one (1) year, (which may be extended by mutual agreement between the parties), without loss of seniority, as specified herein:

- (a) An employee who, because of illness or accident which is non-compensable under the Workers' Compensation law, is physically unable to report for work, and has exhausted all means of compensation from the Employer, shall be granted a leave of absence for the duration of such disability, but not to exceed one (1) year, provided the employee promptly notifies the Employer of the necessity thereof, and provided further, that the employee supplies the Employer with a certificate of such absence, when the same is requested by the Employer.
- (b) Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

- (c) Whenever an employee shall become pregnant she shall, by the end of her fourth (4<sup>th</sup>) month, furnish the Employer with a certificate from her physician stating the approximate date of delivery. Such statement shall indicate the length of time she may continue to perform her normal job duties. When she is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence. Normally, an employee shall be expected to return to work three (3) months after delivery, unless a doctor's certificate is furnished to the Employer establishing the fact that she is not able to return to work at that time.
- (d) The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
- (e) Leaves of absence will be granted to employees who are active in the National Guard, or a branch of the Armed Forces Reserves, for the purpose of fulfilling their annual field training obligations, provided such employee makes written request for such leave of absence immediately upon receiving his/her orders to report for such duty.
- (f) Any employee in the bargaining unit who is elected or appointed to a full-time position or office in the Union, whose duties require his/her absence from work, shall be granted a leave of absence for one (1) term of such office, which may be extended upon mutual agreement between the parties.
- (g) All reasons for leaves shall be in writing, stating the reason for the request and the approximate length of leave requested, with a copy of the request to be retained by the Employer, a copy furnished to the employee, and a copy sent to the Union.
- (h) An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay, and the employee shall be entitled to resume his/her regular seniority status and all job and recall rights, with such employee accumulating seniority during his/her leave of absence. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the employee and the Employer.
- (i) The Board may require medical verification for any employee on a medical leave of absence.

- (j) Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months, and worked at least one thousand two hundred fifty (1,250) hours during the prior twelve (12) month period, is entitled to twelve (12) work weeks of leave during any twelve (12) month period, without pay, but with group health insurance coverage maintained, for one (1) or more of the following reasons:
- (1) Due to the birth of the employee's child, in order to care for the child;
  - (2) Due to the placement of a child with the employee for adoption or foster care;
  - (3) Due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
  - (4) Due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility, or (2) continuing treatment by a health care provider. Any leave taken under this Contract for the above purposes shall be charged against the employee leave entitlement under the Family and Medical Leave Act at the election of either the Board or the employee. Other conditions of the Family and Medical Leave Act shall apply to leaves in this Section.

If Articles of the Contract grant additional benefits beyond the Family Medical Leave Act, the Contract will prevail.

## **ARTICLE XV: GRIEVANCE PROCEDURE**

### **Definitions:**

- (a) A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
- (b) The time elements in the Steps can be shortened or extended or waived upon mutual written agreement between the parties.
- (c) For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.

- (d) A grievance pertaining to alleged safety hazards may be processed directly to Step Three of the Grievance Procedure, upon the employee having orally discussed the grievance with the immediate supervisor.
- (e) Any grievance which is not appealed within the specified time limits set forth in that Step level shall be considered to be settled on the basis of the decision rendered at the previous Step level. The failure of the Employer, at any step level of the Grievance Procedure, to communicate the decision on the grievance in writing to the Union within the prescribed time limits set forth in that Step level of the Grievance Procedure, shall entitle the Union to process the grievance on to the next Step level.
- (f) If any employee or Union grievance is not presented for disposition through the Grievance Procedure in five (5) working days of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume the employee first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not thereafter be considered a grievance under this Agreement.

**Step One:**

- (a) Any employee having a grievance shall discuss the grievance with the immediate supervisor, and then, if the grievance is not settled orally, the employee may request a meeting with the Chief Steward and/or his/her Association representative, to discuss the grievance.
- (b) The Chief Steward, and/or the Association Representative, then may submit the grievance in writing to his immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged Contract violation. The Employee and the Chief Steward shall sign the grievance.

**Step Two:**

- (a) The immediate supervisor shall then, within five (5) working days, meet with the Chief Steward and/or the Association Representative to discuss the grievance.
- (b) The immediate supervisor shall then give his decision in writing relative to the grievance within five (5) working days of his meeting with the Steward.
- (c) In the event the immediate supervisor is not available, the grievance shall be processed at Step Three.

**Step Three:**

- (a) Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent of Schools within five (5) working days of the receipt of the written decision of the immediate supervisor.
- (b) The appeal shall be in writing and shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.

**Step Four:**

- (a) The Superintendent of Schools shall meet with a Business Representative of the Union at a time mutually agreeable to them, but not later than fifteen (15) calendar days following receipt of the appeal.
- (b) The Superintendent of Schools shall give his decision in writing relative to the grievance within five (5) working days of the meeting with the Business Representative of the Union.

**Step Five:**

- (a) If the decision of the Superintendent of Schools is not satisfactory to the appealing party, an appeal must be presented, in writing, within five (5) working days of the receipt of the decision of the Superintendent of Schools, to the Board of Education.
- (b) The appeal must be in writing and state the reason or reasons why the decision of the Superintendent of Schools was unsatisfactory.
- (c) The Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than thirty (30) calendar days from the date of the receipt of the appeal.
- (d) The Board of Education shall give their decision in writing, relative to the grievance, within five (5) working days of the Business representative's meeting with the Board of Education.

**Step Six**

- (a) If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of the written decision being rendered by the Board of Education, the grievance must be submitted to arbitration.
- (b) An arbitrator shall be selected pursuant to the rules of the American Arbitration Association, which shall likewise govern the arbitration hearing.
- (c) The arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing.
- (d) Each party shall be responsible for the expenses of the witnesses that they may call.
- (e) The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.
- (f) The fees, expenses and filing fees of the arbitrator shall be borne solely by the non-prevailing party.
- (g) The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the conclusion of the arbitration hearing.
- (h) The decision of the arbitrator shall be final and conclusive and binding upon all employees, the Employer and the Union.
- (i) The powers of the arbitrator are subject to the following limitations:
  - 1. The arbitrator has no authority to grant monetary relief except for wages and/or insurance benefits, which are determined to be wrongfully denied to an employee.
  - 2. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned or could have reasonably earned, less any compensation that he/she may have received from any source during the periods of back pay.
- (j) Only the Union, not an individual employee, may appeal a grievance to arbitration.



- (k) Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this Contract (as defined in the duration clause) may be processed through the grievance procedure until the resolution. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon an alleged grievance occurring prior to the effective date of this Agreement. Further, grievances filed after the expiration of this Agreement shall not be processed under these grievance procedures unless otherwise specifically agreed in writing by both the Board and Union.

## **ARTICLE XVI: HOURS AND WORK WEEK**

### Section 1. Workweek

- (a) The regularly scheduled workweek, when school is in session, shall consist of forty (40) hours beginning at 6:00 a.m. Monday, and ending one hundred twenty (120) hours thereafter.
- (b) The normal workday shall be eight (8) consecutive hours, exclusive of the unpaid lunch period.

### Section 2. Overtime Rates will be paid as Follows:

- (a) Time and one-half (1 ½) will be paid for all time worked in excess of time worked in excess of forty (40) hours in one (1) week (holidays and approved vacation days will be considered days worked).
- (b) Time and one-half (1 ½) will be paid for all hours worked on Saturday.
- (c) Double time (2x) will be paid for all hours worked on Sunday.

### Section 3. Call Back

When an employee is called back to work, he/she will work a minimum of one (1) hour and fifteen (15) minutes and be paid two (2) hours, or he/she shall receive time and one-half (1 ½) for all time worked. The Maintenance Engineer will not receive call back pay, but will be paid the appropriate rate of pay for all time worked.

**Section 4. Reporting Pay**

Any employee called in to work, or permitted to come to work without being notified by the Employer that there will be no work, or who has not been notified that there is less work than he/she is regularly scheduled to work, shall receive four (4) hours pay, or if the employee is regularly scheduled to work less than four (4) hours per day, that employee shall receive his regular daily rate of pay.

**Section 5. Shift Differential**

Employees who are regularly scheduled to work the second (2<sup>nd</sup>) shift (3:30 p.m. to midnight) shall receive a shift differential of fifteen cents (\$.15) per hour for all hours worked that day. Employees who are regularly scheduled to work the third (3<sup>rd</sup>) shift (midnight to 8:30 a.m.) shall receive a shift differential of twenty cents (\$.20) per hour for all hours worked that day. Shift differential will only be paid when the employees work the second (2<sup>nd</sup>) or third (3<sup>rd</sup>) shifts.

**Section 6. Distribution of Overtime**

Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees, who regularly perform such work, provided they are qualified to perform such work. If all employees refuse overtime and the Board is unable to staff the overtime for the emergency with substitutes, the overtime will be assigned to the lowest seniored employee in the bargaining unit.

**Section 7. Rest Periods**

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked per day; and one (1) fifteen (15) minute rest period during the second four (4) hours worked per day.

**Section 8. Perfect Attendance**

A bonus of three hundred dollars (\$300) for perfect attendance will be paid at the end of the year. Perfect attendance is defined as not missing work for any reason other than the following exceptions:

- (a) Emergency days when employees are directed by the Board not to report to work, or directed to go home after reporting for work;
- (b) Job related injury that qualifies for Worker's Compensation;

- (c) Death in the immediate family consisting of spouse, children, parents and in-laws.

#### Section 9. Substitutes

In the event an employee is absent, it shall be the responsibility of the supervisor to retain a substitute.

### **ARTICLE XVII: PAID LEAVE**

#### Section 1. Sick Leave

- (a) Each employee covered by this Agreement shall accumulate five (5) sick leave days per year in an individual sick leave bank, which shall be accumulative to sixty (60) days. When an employee has accumulated thirty-five (35) days, he/she may bank the additional days over thirty-five (35), or the Board will annually, at the close of each school year, reimburse the employee at the rate of twenty-five (\$25) dollars per day for all accumulated sick leave that exceeds thirty-five (35).
- (b) Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness or injury. Emergency medical, dental or other emergency treatment shall be allowed.
- (c) Emergency Leave: Each employee covered by this Agreement shall be granted a maximum of two (2) days per year (July 1 to June 30) out of the employee's accumulated sick leave for emergency illness of members in his immediate household.
- (d) Upon separation or retirement from the Employer, the employee shall be paid at the rate of twenty-five (\$25) dollars per day, or pro-rated for part-time employees, for each of his/her unused accumulated sick leave days, up to the maximum accumulated provisions, after five (5) years of continued service in the district.

**Section 2. Funeral Leave**

Five (5) days will be allowed to all employees covered in this bargaining group for any death occurring in the immediate family; spouse, children, parents, brothers or sisters, step-parents and step-children of the employee. All employees covered by this Agreement will be given up to three (3) working days off with pay in the event of a death in the employee's remaining family: i.e., mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents. The above funeral leave days will be deducted from the employee's accumulated sick leave. Additional time off for traveling to said funeral may be granted, if warranted, and deducted from the employee's allowable sick leave. Absence to attend other funerals of friends or relatives may with prior approval of the Superintendent be permitted, and will be deducted from the employee's accumulated sick leave.

**Section 3. Personal Business Days**

Each employee covered by this Agreement shall receive two (2) personal business days per year, which shall be deducted from the employee's allowable sick leave, for the purpose of attending to, or caring for, personal matters during the course of the year. Any unused personal business days shall be accumulated into the employee's individual sick leave, as part of the employee's normal accumulative sick leave, at the end of the school fiscal year. Personal business days shall not be utilized for social activity, other employment, travel for recreation or vacation, recreation or vacation, but only for attending to personal affairs which cannot be reasonably handled outside of the work day, and which require the presence of the employee. Doctor and dentist, medical, dental, or optical examinations or treatment which are not of an emergency nature will be charged against personal business days.

The administration reserves the right to control the number of absences that may be granted on any given day. The employee requesting a personal business day leave must make application to the administration as early as possible, but in no case less than twenty-four (24) hours prior to the date of the absence, except in cases of emergency.

**ARTICLE XVIII: HOLIDAYS**

- (a) The Employer will pay the normal day's pay for the following holidays, even though no work is performed by the employee:

New Year's Eve Day	Thanksgiving Day
New Year's Day	Friday after Thanksgiving
Good Friday*	Christmas Eve Day
Memorial Day	Christmas Day
July Fourth	First Working Day after Christmas
Labor Day	

\* If students are in session, there is no holiday and employees work at regular pay. If students are not in session for any portion of the day, employees would have the same portion of the day as a paid holiday.

- (b) Employees scheduled to work on any of the above named holidays shall receive double time (2x) for hours worked,
- (c) If an employee is on vacation or sick leave on any of the above holidays, he/she shall be entitled to an additional day off with pay for the holiday, or he/she shall receive eight (8) hours pay for the holiday.
- (d) When the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay; in the event that the scheduled holiday falls on a Sunday, the employee shall receive the Monday after the holiday off with pay. If either the Friday prior to the holiday or the Monday after the holiday are school session days, the employees shall be granted a day off for the holiday, with pay, on another date that is mutually agreeable to the employee and the Employer.
- (e) Employees who are absent due to illness on the holiday, or the day before or after the holiday, may be required to submit medical proof of illness in order to receive holiday pay.

**ARTICLE XIX: INSURANCE BENEFITS**

Subject to the limitations specified below, the Board shall contribute the following health/medical insurance benefits for the eligible employee and his/her eligible dependents for the twelve (12) month period beginning July 1 through June 30 as follows:

PAK A

Medical	Choices II
IN Deductible	<b>\$500/\$1000</b>
Out of Network	<b>\$1000/\$2000</b>
OV/UC/ER Co-pay	<b>\$20/\$25/\$50</b>
RX Co-pay	Saver RX
Long Term Disability	66 <sup>2</sup> / <sub>3</sub> (sixty-six and two-thirds) <b>90</b> calendar day modified fill <b>\$6,000</b> MAX
Dental	<b>100/80/80</b> Annual Maximum \$1,500 80 Orthodontic Lifetime Maximum \$1,500
Negotiated Life	\$45,000 AD & D
Vision	VSP – 2 Silver



PAK B - for employees not needing health insurance

Long Term Disability	66 <sup>2</sup> / <sub>3</sub> (sixty-six and two-thirds) <b>90</b> calendar day modified fill \$6,000 MAX
Dental	<b>100/80/80</b> Annual Maximum \$1,500 80 Orthodontic Lifetime Maximum \$1,500
Negotiated Life	\$50,000 AD & D
Vision	VSP – 2 Silver

**OR**PAK C

Medical	HSA ABC Plan 1
In Network deductible	<b>\$1,300/\$2,600</b>
Out of Network	<b>\$2,600/\$5,200</b>
OV/UC/ER Co-pay	\$0/\$0/\$0 (after deductible has been met)
RX Co-pay	ABC Rx
Long Term Disability	66 <sup>2</sup> / <sub>3</sub> %
	<b>90</b> Calendar day modified fill
	<b>\$6,000 MAX</b>
Dental	<b>100/80/80</b>
	Annual Maximum \$1,500
	80 Orthodontic Lifetime Maximum \$1,500
Negotiated Life	\$45,000 AD & D
Vision	VSP – 2 Silver

**OR**PAK D

HSA	ABC Plan 2
In Network -	<b>\$2,000/\$4,000</b>
Out of Network -	<b>\$4,000/\$8,000</b>
OV/UC/ER Co-pay	<b>\$0/\$0/\$0</b> (after deductible has been met)
RX Co-pay	ABC Rx
Long Term Disability	66 <sup>2</sup> / <sub>3</sub> %
	<b>90</b> Calendar day modified fill
	<b>\$6,000 MAX</b>
Dental	100/80/80 Annual Max \$1,500
	80 Orthodontic Lifetime Maximum \$1,500
Negotiated Life	<b>\$45,000 AD &amp; D</b>
Vision	<b>VSP – 2 Silver</b>

Effective July 1, 2015 The Board of Education shall not pay more the Act 152 "hard cap" amounts toward the monthly premium rate for medical/health insurance coverage only (not including LTD, Dental, Negotiated Life and Vision toward which the employee will pay 15% of the premium) which are currently:

\$15,000 annually (\$1,250 monthly) for full family  
\$11,000 annually (\$916.67 monthly) for individual and spouse  
\$5,500 annually (\$458.33 monthly) for single person

- Any amount over the "hard cap" amount per month will be automatically deducted from the employee's pay. The employee's contribution will be spread over 24 pays as equally as feasible.
- The Board's payment toward insurance for part time employees will be pro-rated and the employee's portion will be automatically payroll deducted.
- Payroll deductions shall be available for all MESSA programs.

- (a) The Employer shall not pay the employee and the employee's dependents, as noted above.
- (b) Insurance benefits shall be pro-rated for part time employees.
- (c) Should the Employer become obligated by State or Federal law to contribute to, or participate in, a governmentally sponsored insurance program, or provide different health insurance, or pay more or less towards health insurance for full or part-time employees, the insuring provisions of this Agreement shall be considered inoperative on the effective date of such legislation, and the parties will meet to negotiate over the impact of such changes. Nothing in this Agreement shall be interpreted or implied to require the Employer to maintain any premium payments for health insurance program(s) on behalf of employees, or their dependents, if the insurance program(s) have been replaced or superseded by Federal or state statute or regulation, or where the Employer would incur any tax penalty or reduced appropriation by virtue of continued participation in contractually designated insurance programs(s).
- (d) It shall be the responsibility of the employee to properly enroll in programs available and make notification of any change in status in a timely fashion. All benefits are subject to policy or program terms and conditions.



## ARTICLE XX: VACATIONS

- (a) All employees covered by this Agreement shall receive the following paid vacations:

<b>Years of Service</b>	<b>Weeks Vacation</b>
After one (1)	One (1)
After two (2)	Two (2)
After six (6)	Three (3)
After fifteen (15)	Four (4)

For Bargaining unit employees hired after July 1, 2007 less the wage scale shall be as follows:

<b>Years of Service</b>	<b>Weeks Vacation</b>
After two (2)	One (1)
After six (6)	Two (2)
After fifteen (15)	Three (3)

- (b) To be eligible for a full vacation, an employee must have worked eighty-five percent (85%) of his regularly scheduled working hours. Employees who work less than eighty-five percent (85%) of their regularly scheduled working hours shall receive pro-rated vacation based on their actual hours worked.
- (c) Employees terminating employment, or on a leave of absence, shall receive pro-rated vacation allowance based upon one-twelfth (1/12<sup>th</sup>) of the vacation pay for each month, or major fraction thereof, between his anniversary date and his termination date.

The employees will make requests for their vacation time on a Request for Vacation form, and such requests will be subject to approval by the Employer. Vacations will be taken as a general rule in the summer, but in the event that the vacation time can be taken during the school year, subject to the system's benefit in the Board's judgment, such vacation time will be approved.

**ARTICLE XXI: GENERAL****Section 1. Tax-Sheltered Annuities**

The Board shall limit the number of tax-sheltered annuities to companies presently being used: Consolidated Financial (Great American), Gleaner, Hantz, M3 Investment Services (Legend Equities Corporation), Paradigm Paradigm-Prudential, Valic.

**Section 2. Parking**

Adequate auto parking facilities for the employees covered by this Agreement will be maintained within the reasonable proximity of their buildings.

**Section 3. Deductions**

The Employer agrees to make available to the employees covered by this Agreement any payroll deduction services which are available through the School District, such as, Credit Union, etc. Political Action Contributions (PACs) shall not be payroll deducted unless legally permissible.

**Section 4. Continuing Education**

The Employer agrees to pay the full tuition fee for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other related professional growth activity of a nature specifically designed to provide on-the-job related improvement.

**Section 5. Pension**

The Employer agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement Fund on the gross wages for each employee covered by this Agreement.

**Section 6. Physical Examinations**

The Employer agrees to pay the full cost of any required physical examinations, with such physical examination to be conducted by the Employer's selected physician.

**Section 7. Mileage**

Employees who are using their own transportation for carrying out their job responsibilities for the school system, shall be reimbursed for their mileage at the rate of thirty-five cents (\$.35) per mile.

Section 8. Inclement Weather Days

The employees of this bargaining unit are expected to report to work on inclement weather days.

Section 9. Safety Equipment

The school will provide non-prescription safety goggles for all employees that are required to work with substances that could be dangerous to the eyes.

**ARTICLE XXII: JURY DUTY**

An employee called for jury duty shall notify the supervisor as soon as possible. An employee who serves on jury duty shall be paid at the regular daily rate for each day that the employee is required to be absent because of jury duty. However, any compensation (excluding mileage and meals) received by the employee for jury duty shall be remitted by the employee to the School District. On any day that an employee's jury duty obligations cease prior to 1:00 p.m. the employee shall immediately report to his/her regular assignment.

Second shift employees shall be considered on first shift during the time actually called in to serve on jury duty, and shall report back to the school on first shift if they finish serving before 1:00 p.m.

**ARTICLE XXIII: BENEFITS**

It is agreed between the parties that in the event that an employee worked less than the established hours in his classification and is covered by this Agreement, he/she shall be entitled to a pro-rata portion of all of the benefits as provided under this Agreement based on the hours the employee works for the Employer. Concerning insurance coverage benefits, the employee must work a minimum of thirty (30) hours per week to be eligible.

**ARTICLE XXIV: CLASSIFICATION AND COMPENSATION**

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classifications as set forth on Schedule A, attached hereto and made a part hereof by reference.

**ARTICLE XXV: BINDING EFFECT OF AGREEMENT**

This Agreement shall be binding upon the parties hereto, their successors and assignees.

## **ARTICLE XXVI: SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

### Section 1.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Employer unless the same has been ratified by the Union and executed in writing.

### Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

### Section 3.

If any Article or Sections of this Agreement, or any supplements thereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

### Section 4.

An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Governmental and School District Fiscal Accountability Act, 2011 Public Act 4.

**ARTICLE XXVII: TERMINATION AND MODIFICATION**

- (a) This Agreement shall continue in full force and effect until June 30, 2015. The Contract shall be re-opened for the purpose of bargaining the present employee salary schedule and insurance issues only.
- (b) If either party desires to terminate this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- (c) If either party desires to modify this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on the (10) calendar days written notice of termination. Any amendment that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (d) The effective date of this Agreement is June 30, 2015.

**SCHEDULE A****2015-2016****CLASSIFICATION**

Maintenance Engineer	\$21.94
Custodian (years experience)	
<u>Years</u>	
0-10	\$17.21
11-15	\$17.31
16-20	\$17.36
21-25	\$17.41
26-30	\$17.46
30-35	\$17.51
36-40	\$17.56

For Bargaining unit employees hired after July 1, 2007 less the wage scale shall be as follows:

**2015-2016**

Maintenance Engineer	\$16.92
Custodian	\$13.06

**Probationary Rate**

The Probationary rate shall be two dollars (\$2.00) less per hour from the above rates.

**Longevity**

Employees with thirty (30) hours or more per week shall be paid an additional ten cents (\$.10) per hour beginning after ten (10) years, an additional five cents (\$.05) per hour every five (5) years thereafter, i.e. fifteen cents (\$.15) per hour for fifteen (15) years, etc.


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed:

**Clinton Educational Support  
Personnel Association, MEA/NEA  
Custodial Maintenance**

**Clinton Community Schools  
Board of Education**

\_\_\_\_\_  
Uniserv Director

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Recording/Corresponding Secretary

  
\_\_\_\_\_  
Superintendent

June 30, 2015