

# Agreement

Between

Carrollton Board of Education

and

Carrollton Educational Support

Personnel

MEA/NEA

2012 - 2014

Entered into this 1<sup>ST</sup> day of July, 2012, between the Board of Education, Carrollton Public School District hereinafter referred to as the “Board”, and the Carrollton Educational Support Personnel, hereinafter referred to as the “Union”.

## **ARTICLE 1- PURPOSE**

The purpose of this Agreement is to set forth wages, hours and working conditions and promote orderly and peaceful labor relations for the mutual interest of the Board, the employees and the Union.

## **ARTICLE 2 – NON-DISCRIMINATION**

The Board 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 not to discriminate against any person or persons because of race, sex, creed, color, age or national origin.

## **ARTICLE 3 – RECOGNITION**

- A. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time custodians, cafeteria employees and physical plant/mechanic, excluding supervisors, students head cooks and co-ops and all other school personnel.
- B. Full-time shall be defined as those employees who are regularly scheduled to work forty (40) hours per work week on a year round basis. (Groundkeeper/Custodial/Maintenance except for Cleaner Helpers). School year employees shall be defined as those employees who are regularly scheduled to work twenty-five (25) to thirty-nine (39) hours per week on a school year basis (Cafeteria Personnel). Part-time employees shall be defined as those employees who are regularly scheduled to work ten (10) to twenty-four (24) hours per work week on a school year basis. These employees will receive pro-rated sick leave and holiday pay.
- C. Employees who are regularly scheduled to work less than (10) hours per week are not covered by the terms of the Agreement.

## ARTICLE 4 – UNION SECURITY & CHECK-OFF

- A. Within sixty (60) days of the beginning of their employment hereunder, new Association members may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessment of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association and Board shall establish.
- B. Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deductions of membership dues in the Association including NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of any year. Pursuant to this Article, the Employer shall payroll deduct from each paycheck the dues, assessments, contributions and/or service fees determined by the Association. The Association shall inform the Employer of the appropriate deduction for each bargaining unit member for each paycheck.

Amounts deducted as provided above shall be transmitted within fourteen (14) calendar days of the respective payroll run date to the Association along with a list of the names, respective amounts deducted for each bargaining unit member and, if the dues, assessment, contribution and/or service fee was determined by a percentage formula, the wage amount used to calculate the respective dues, assessment, contribution and/or service fee.

Within seven (7) calendar days of hire, the Employer shall inform the Association of the name and job title of each newly hired bargaining unit member. The Employer shall give each new hire the Association's assessments, contributions and/or service fee deduction.

Unless job duties change by 25% or more, the Association assessment will remain consistent each month.

- C. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittances for annuities, credit union, and savings bonds. Charitable donations and other plans or programs must be jointly approved by the Association and the Board.
- D. Each bargaining unit member shall, as a condition of employment, on or before sixty (60) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not

permitted by law. The bargaining unit member may authorize payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below. Such monies shall be remitted to the Association or its designee no later than twenty (20) days following deduction.

- E. The procedure in all cases of non-payment of the service fee shall be as follows:
1. The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not affected.
  2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board make such deduction pursuant to paragraph D. above.
  3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the member has remitted the service fee to the Association or authorized payroll deduction for same.
  4. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- F. Pursuant to *Chicago Teacher's Union v Hudson* 106 S Ct 1066 (1986), the Association has established a policy regarding "objections to political ideological expenditures - Administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- G. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other information, may not be available and transmitted to non-

members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

- H. The Union agrees to indemnify and save the Board harmless from any form of liability that may arise out of or by reason of the Board or System's compliance with the provisions of this Addendum. These costs shall include court costs, attorney fees and any other reasonable costs, but not clerical costs or costs resulting from gross negligence on the part of the Board or its agents.
  - 1. Legal counsel to defend any said suit or action shall be selected by the Association with Board approval.
  - 2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of this section, or the damages that may be assessed against the Board by any court or tribunal.
  - 3. The Association shall have the right, after consultation with the Board, to compromise or settle any claims made against the Board under this section.
- I. 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.
- J. 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.
- K. The Employer agrees that, upon hiring any new permanent employees who are covered by this Agreement, the Employer shall advise the Union of the name and date of hiring.
- L. 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.

## **ARTICLE 5 – NO STRIKE**

The Union and the Board recognizes that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the School System. The Union, therefore, agrees that its officers and representatives shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or any other interruptions of activities in the School System. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

## **ARTICLE 6 – BOARD RIGHTS**

- 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:
1. To the executive management and administrative control of the School System and its properties and facilities and the activities of its employees.
  2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion and to promote and transfer all such employees.
  3. The Board of Education has the right to determine the number of jobs in each classification and to change that number as it deems in the best interest of the taxpayers.
  4. The Board of Education has the right to transfer and/or assign employees and to change such assignments and to transfer as it deems in the best interest of the taxpayers.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, practices and furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only the specific and express terms of this Agreement and then only to the extent such specific and express term thereof are in conformance with the laws and Constitution of the State of Michigan and the United States.

- C. The Parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The Parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the Parties as a supplement to this Agreement.

## **ARTICLE 7 – DISCIPLINE & DISCHARGE**

- A. The Board agrees to submit written notification any discipline or discharge of a permanent employee to the Association President within five (5) working days from the date of such disciplinary action.
- B. Should that employee consider such disciplinary action or discharge to be improper, the matter may be referred to the grievance procedure.

The discipline or discharge of a probationary employee shall not be subject to the Grievance Procedure.

- C. Employees shall be subject to discipline for violation of reasonable rules and regulations adopted by the Board and made available to all employees.
- D. All dismissals and suspensions shall be without pay and no suspension shall be effective for a period of more than ten (10) days without the approval of the Board or its designated representative.
- E. Discipline or Discharge of employees shall be for just cause.

## **ARTICLE 8 – SENIORITY**

- A. New employees will be considered as probationary employees until the employee has worked sixty (60) days during the school year within a six (6) month period of time. After completion of the probationary period, the employee will be considered as a permanent employee and his/her seniority will start as of his/her date of hire. Time spent as a substitute in any position under this contract shall not count for seniority purposes.
- B. An up-to-date seniority list shall be made available to each employee covered by this Agreement and the Union on or before July 1 of each year and such lists shall contain the employee's date of hire and classification.

- C. Seniority shall be broken for the following reasons:
1. If the employee quits;
  2. If the employee is discharged and the discharge is not modified or changed;
  3. If the employee is absent without properly notifying the management, unless a satisfactory reason is given;
  4. If the employee fails to return to work within three (3) working days after being notified to report to work and does not give a satisfactory reason;
  5. If an employee is off work for a continuous period equal to the seniority he/she had acquired; and
  6. If the employee retires.
- D. Employees shall be laid off and recalled according to their seniority in their classifications. An employee on scheduled layoff shall have the right to displace a lesser seniority employee who is in a related classification within their department providing the senior employee is qualified to hold the position held by the lesser employee.
- E. Laid-off probationary employees shall not have recourse to the terms of this Agreement.
- F. Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require absence from his/her work shall be granted a leave of absence without pay for the term of such office and shall accumulate seniority during his/her term of office.
- G. During his/her term of office, the Association President shall be deemed as head of the seniority list for the purpose of layoff and recall only, providing he/she is qualified to do the required work. Upon termination of office, he/she shall be returned to his/her regular seniority status.

## **ARTICLE 9 – NEW JOBS & TRANSFERS**

- A. The Board shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Board shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specifications and classifications, the Board has the right to develop



and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect. Whenever a new job is made operational, the Board shall establish the job description.

- B. The Board will notify the Union of such new or changed job and will within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate and classification.
1. Notice of all permanent vacancies and newly created positions shall be posted on employee bulletin boards, and the employees shall be given five (5) working days' time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the type of work; the starting date; the rate of pay; the hours to be worked; and, the classification. Once the Board of Education decides to fill a position, it will attempt to do so within sixty (60) calendar days.
  2. Any employee temporarily transferred from his/her classification to another classification within the bargaining unit for two (2) days or more shall be paid either the rate of the position from which he/she is transferred or the pay rate of the position to which he/she is transferred, whichever is the greater.
  3. 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 days' time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar days' time period, the positions shall be considered an open position and posted for bidding from interested employees.
- C. Assignment changes will be made for good cause, e.g., budgetary considerations, changes in building usage, changes in manpower level, etc. Minor adjustments and/or modifications shall not be considered as a change in assignment. This does not change the meaning or intent of the language of any contractual provision.

## **ARTICLE 10 – LEAVES OF ABSENCE**

### **A. SICK LEAVE**

1. Each employee shall be entitled to one (1) day of sick leave for each month worked in each contract year (12 for full year, 10 for school year)

employees); to be credited at the beginning of each month. Employees may accumulate up to a maximum of 180 days.

2. All requests for sick leave must be submitted and approved by the Superintendent or his/her designated representative, immediately upon the return of the employee and in no event later than five (5) working days after they return to work. When an employee is going to be absent, he/she shall call in as far in advance as possible and prior to the start of the shift.
3. The Board at any time at its expense may require an employee to submit to an examination by an independent physician.
4. Sick leave days accumulated prior to an approved leave of absence without pay shall be held in reserve pending the return of the employee from such leave.
5. Employees who leave the employment of the School District, except on an approved leave of absence, shall forfeit all of their unused sick leave accumulation and such time shall not be restored if the employee should later be re-employed by the Board.
6. Employees absent for four (4) consecutive days or more shall be required to produce a doctor's certificate when they return to work.

#### B. EMERGENCY LEAVE

1. Leave time which shall be deducted from sick leave accumulation will be granted at the discretion of the Superintendent or his/her designated representative for the following reasons:
  - (a) Quarantined because of exposure to contagious disease, which could be communicated to other employees or pupils. An approval of a physician must be presented for the entire period of absence.
  - (b) Illness in the immediate family. The immediate family shall include: mother, father, husband, wife, child, adopted child, step-child or any close relative residing in the employee's household.
  - (c) Death of a close associate one (1) day.

#### C. PERSONAL LEAVE

Employees will be allowed the time necessary to conduct personal or family affairs which cannot normally be handled outside school hours, such as medical and dental appointments, and when such appointments cannot be made at any

other time. Application for such absence must be made in writing to the employee's supervisor, not less than three (3) days prior to the date requested, unless an emergency exists, and the application for personal days must state the reason for the request, number of days requested and is subject to the approval of the supervisor. Personal days may not be used the day(s) immediately preceding or immediately following a holiday. Employees may use up to an equivalent of two (2) of his/her sick days for personal leave. A sick day for an employee who works eight (8) hours a day shall be eight (8) hours, for an employee who works four (4) hours a day shall be hour (4) hours. The number of hours for a sick day will be the scheduled number of hours the employee usually works.

D. FUNERAL LEAVE

Employees will be allowed up to five (5) days to be deducted from their sick leave for a death in the immediate family. Immediate family to include: father, mother, brother, sister, father-in-law, mother-in-law, spouse or child. The employee must, however, attend the funeral.

Employees will be allowed two (2) days to be deducted from their sick leave accumulation for the death of grandparents, brother-in-law, sister-in-law, grandchildren, son or daughter-in-law. The employee must, however, attend the funeral. Additional time may be granted upon approval by the Superintendent or his/her designated representative.

E. Records of sick leave accumulation shall be made available to the employee or the Union upon request to the Superintendent or his/her designated representative.

F. An employee, because of illness or accident, which is non-compensable under the Worker's Compensation Law, who is physically unable to report to work, shall be given a leave of absence without pay and without loss of seniority and for the duration of such disability, or one year. A second year of said leave may be granted at the discretion of the board. The employee shall be required to use all accumulated leave time in accordance with board policy prior to use of the Family Medical Leave Act, however the employee shall not be required to use any earned vacation time.

G. Leaves of absence without pay shall be granted for reasonable periods not to exceed one (1) year of time for training related to an employee's regular duties in an approved educational institution.

H. 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, or 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.

- I. Leaves of absence without pay will be granted to employees who are active in the National Guard or a branch of the Armed Forces and serves for the purpose of filling their annual training obligations, provided such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.
- J. A leave of absence for up to twelve (12) months without pay shall be granted to any employee for the purposes of childcare. Said leave shall commence upon the request of the employee or his/her doctor. The leave request must specify the intended date of return. Reinstatement shall be the employee's former position or a similar position. The leave may be extended at the discretion of the Board of Education. In the event of a miscarriage or death of the object child of the leave of absence, the leave may be terminated upon the request of the employee with thirty (30) days' advance notice. The granting of such leave shall not interrupt seniority for the purposes of layoff and recall only.
- K. All reasons for leave of absences shall be in writing, stating the reason for request and giving the approximate length of leave requested, and a copy shall be sent to the Union. Leave may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board.
- L. Notwithstanding any other provision of this contract an employee who develops a pattern of absenteeism on a particular day or time of year, for example, three Fridays in a particular five week period or the days prior to a particular holiday or holidays each year, may be required to provide the Administration with written verification from a physician as to the reason for the absence, if such absences have not been approved in advance of the occurrence by the Administration.
- M. Absence due to injury or illness covered by Workers Compensation incurred in the course of the employee's employment shall be charged against the employee's personal sick leave for the first five (5) work days of such absence. Following this period, the employee may choose 1" or 2" below.
  - 1. An employee eligible for Workers Compensation benefits will receive those benefits provided in accordance with the act exclusively.
  - 2. Personal accumulated sick leave days shall be made available to the injured employee during the period he/she is unable to work as a result of an accident. If the employee chooses this option of using sick leave days, his/her Workers Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily rate. The employee's personal accumulated sick leave would be charged in one fifth (1/5) day increments for each day off. The employee would continue to draw a regular bi-weekly pay check, but would sign over the Workers Compensation benefit

check(s) to the district until he/she has exhausted his/her accumulated sick leave.

If the illness or injury extends to the end of the second week so that the first five (5) days are covered, the employee may turn in their Workers Compensation check for week one over to the District and their sick leave days will be recredited to their account.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

### **A. DEFINITION**

1. A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement, except that the term “grievance” shall not apply to any matter as to which a method of review is prescribed by law.
2. As used in this Article, the term “employee” may mean a group of employees having the same grievance.

### **B. PROCEDURE**

1. An employee having a specific grievance shall present it orally to a supervisor within five (5) working days of the act or condition, which caused the grievance.
2. If the grievance is not settled orally, it shall be reduced to writing and presented to the employee’s immediate supervisor within ten (10) working days of the act or condition that caused the grievance, specifying the provision of the contract that is allegedly violated, the remedy requested and signed by the aggrieved.
3. The immediate supervisor will answer such grievance within five (5) working days from the date it was filed in writing, unless extended by mutual agreement in writing.
4. Unless appealed in writing to the next step within five (5) working days, such answer shall be final.
5. If appealed, the grievance shall be presented in writing to the Superintendent or his/her designated representative, who will arrange for a conference with the Association Representative to settle the grievance.

6. Said conference shall normally be held within ten (10) working days from the date of the conference unless extended by mutual agreement in writing.
7. The Superintendent or his/her designated representative shall answer such grievance in writing within ten (10) working days from the date of the conference unless extended by mutual agreement in writing.
8. If in the event a grievance is not satisfactorily settled at the above step, as a condition of proceeding to arbitration, the Association shall within fifteen (15) days, request grievance mediation through the Michigan Employment Relations Commission (MERC) prior to submitting the grievance for arbitration to the American Arbitration Association (AAA) in accordance with its rules and regulations.
9. Jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this Agreement or any written amendments thereof or supplements hereto. The arbitrator shall have no power to alter, add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof or supplements hereto, or to specify the terms of a new agreement or to substitute his/her discretion for that of the Parties hereto or to assume any of their functions or responsibilities. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all related documents to the Parties without decision.

The cost of the arbitrator under this paragraph shall be divided equally between the Board and the Union.

10. If in the event a grievance is not satisfactorily settled at the above step within fifteen (15) days from the date of receipt of such decision, either Party may submit the grievance to binding arbitration. If in the event the Parties are unable to agree on an arbitrator within seven (7) working days from the date of appeal, the appealing Party may, within fourteen (14) days from the date of appeal, submit the grievance to the American Arbitration Association for the selection of an arbitrator in accordance with their rules.
11. Jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this Agreement or any written amendments thereof or amendments thereof or supplements hereto. The arbitrator shall have no power to alter, add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof or supplements hereto, or to specify the terms of a new agreement or to substitute his/her discretion for that of the Parties hereto or to assume any of their functions or responsibilities. If the grievance concerns matters not

subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto the Parties without decision.

The cost of the arbitrator under this paragraph shall be divided equally between the Board and the Union.

12. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the Parties.

## **ARTICLE 12 – HOLIDAYS**

Employees who have completed their probationary period shall receive their regular rate for the following holidays, providing such holidays fall during the normal term of their employment:

New Year's Eve	New Year's Day	Good Friday
Memorial Day	July 4 <sup>th</sup>	Labor Day
Thanksgiving Day	Friday after Thanksgiving	Christmas Eve
Christmas Day		

1. The employee must be a permanent employee as of the date of the holiday.
2. When a holiday falls on a Saturday or Sunday, the Board shall have the right to observe the holiday on the preceding Friday or the following Monday, or observe the holiday on another day which is mutually agreeable to the Board and the Union.
3. The employee must have worked the last scheduled work day prior to the holiday and the next scheduled work day after such holiday, within the employee's scheduled work week, except when the employee works on the holiday. If the employee is directed by a licensed practitioner in the State of Michigan not to report for work on said days due to illness or injury, the physician or other licensed practitioner shall state in writing the specific reasons why said employee is being directed to not report. The superintendent shall review the reasons stated and determine if pay is to be granted.
4. An employee eligible under the above provisions shall receive his/her regular daily rate for said holiday.

One floating holiday per year may be taken, mutually scheduled with the supervisor at least three (3) days in advance.

## **ARTICLE 13 – VACATIONS**

A. Vacations will be granted to permanent twelve (12) month employees subject to the following:

Employees with one (1) year of service but less than two (2) years: five (5) equivalent days.

Employees with two (2) years of service but less than eight (8) years: ten (10) equivalent days.

Employees with eight (8) years of service but less than thirteen (13) years: fifteen (15) equivalent days.

Employees with thirteen (13) years or more of service shall receive twenty (20) equivalent days.

1. Vacations shall be taken when the building is closed down unless an exception is made by the Administration.
2. Vacations will be normally taken during the summer months and an employee's vacation schedule must have the approval of the Board or its designated representative.
3. If an employee is on vacation on any of the holidays provided for in this Agreement, he/she shall be entitled to an additional day off to be added to his/her vacation.

B. The amount of paid vacation for the equivalent days set forth in paragraph A above shall be based upon the following schedule:

1. An employee working eighteen hundred (1,800) straight time hours shall be entitled to one hundred (100%) percent of the vacation benefits set forth above in paragraph A.
2. Employees working fifteen hundred (1,500) hours but less than eighteen hundred (1,800) hours shall be entitled to seventy-five (75%) percent of the benefits set forth above in paragraph A.
3. Employees working twelve hundred (1,200) hours but less than fifteen hundred (1,500) hours shall be entitled to fifty (50%) percent of the benefits set forth above in paragraph A.



4. Employees working less than twelve hundred (1,200) hours in any contract year shall not be eligible for any of the paid vacation benefits set forth above in paragraph A.

Hours shall include straight time hours, paid vacation and paid holidays.

## **ARTICLE 14 – JURY DUTY**

- A. Each employee shall be entitled to a maximum of thirty (30) days per year for the purpose of serving jury duty.
- B. The employee must make every effort to be reassigned to a time not in conflict with his/her regular working hours or be excused from the service, and the Board shall have the right to request that the employee be excused.
- C. In the event the employee does not serve for his/her full working day on jury duty, he/she shall be required to return to his/her regular job and complete his/her regularly assigned hours.
- D. The Employee shall be reimbursed the difference between jury duty and the straight time hours pay for his/her regularly scheduled hours missed because of jury duty service, for up to a maximum of thirty (30) days in any year.

## **ARTICLE 15 – PREMIUM PAY**

- A. Time and one half (1 ½) will be paid in accordance with the Fair Labor Standards Act (FLSA) for all hours worked over forty (40) in any one week.
- B. Whenever an employee is required to return for emergency work after the completion of his/her regular working hours, he/she shall receive pay for the actual time worked or a minimum of two (2) hours' pay whichever is greater.
- C. Eligible employees who are required to work on a paid holiday shall receive double time for the hours worked plus their regular shift holiday pay at straight time.
- D. Extra work duties shall be offered according to seniority in the custodial department, and district wide in the cafeteria department. The superintendent (or designee) may determine assignments in the event of special circumstances or emergencies.
- E. Overtime will be paid at time worked, no compensatory (comp) time will be allowed.

## **ARTICLE 16 – VISITATION**

After presentation of proper credentials to the Superintendent or his/her designated representative, officers or accredited representatives of MEA/NEA may be admitted into the buildings of the school system to assist in the administration of the provisions of this Agreement, including the adjustment of grievances, provided such activity is not in areas which would be detrimental to the management and function of the schools, its students or its employees.

## **ARTICLE 17 – WAIVER CLAUSE**

The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Union and the Board for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subjects or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement. No agreement, alteration, understanding or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Board unless executed in writing between the Parties hereto and the same has been ratified by the Board and the Union.

## **ARTICLE 18 – SAVINGS CLAUSE**

If any provision of this Agreement or any application of this 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 conditions and provisions shall continue in full force and effect, and the Parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision or application.

## **ARTICLE 19 – FOUL WEATHER DAYS**

Employees shall be paid their regular wages for those days when school is called off due to an “Act of God” and the day is not rescheduled at a later date and the District

receives State Aid for the day. However, some employees may be required to report on "Act of God" days. When this occurs, those employees who work "Act of God" days will receive double time for all hours worked; and if they work the make-up day, they will receive pay for that day also.

## **ARTICLE 20 – INSURANCE**

1. The Board shall provide a BCBSM Simply Blue PPO Health Savings Account (HSA) in the full amounts of the deductibles for single, two person or full family subscribers (\$1,250 + \$1,000 for single coverage, and \$2,500 + \$2,000 for 2-person and full family), as determined by the plan, shall be paid by the Board. Employee premium co-pay shall be 20% of the premium and 20% of the deductible which will be done through payroll deduction on a 20-pay basis each year. The board agrees to revisit the 80-20 selection (vs. hard cap) in December 2012. Both parties recognize this co-pay is driven by current law and is open for discussion on the subject should the law change.

A lump sum payment of \$531 for employees enrolled in the single coverall plan and \$1,063 for employees enrolled in either the 2-person or full family plan. The payment will be made in separate (from the regular bi-weekly payroll run) check run on the second pay of January or second pay of June (employee's choice). Payment may be split but selection must be made in writing by October 1 of each year and is non-revocable. Payments will be prorated based on enrollment if an employee changes their coverage plan mid-year (single to family, family to single, etc.) Employees not working the entire year will have this reimbursement prorated based on the number of months of insurance coverage.

2. Full time employees (Groundskeeper/Custodial/Maintenance – excluding Cleaner helpers) are eligible for up to full family health coverage (including child continuation) for the months they are employed.

Cleaner helper and school year (food service) employees (25-39 hours/week) are eligible for board paid insurance up to 50% of full family, for the months they are employed.

- B. The Board shall provide for each employee scheduled to work 30 hours per week or more, group term life insurance of twenty thousand (\$20,000) dollars subject to the terms of the carrier.
- C. The Board shall provide a long-term disability program for seniority employees who work a minimum of thirty (30) hours per week after a ninety (90) day waiting period for a qualified disability, up to sixty (60%) percent of pay to a maximum of two thousand (\$2,000) dollars per month.

- D. The Board of Education shall provide a dental plan for full time members of the bargaining unit. This plan shall be 80% of class 1, 2 and 3 benefits up to \$1,200 per year and 80% of class 4 benefits up to \$1,500 lifetime.
- E. The Board of Education shall provide a vision plan for full time members of the bargaining unit. This plan shall be VSP II.
- F. Those employees who do not participate in the District's health insurance, shall be eligible for cash-in-lieu as follows: (school year employees will be eligible to receive 50% of the cash-in-lieu payments described below).

2012-2013	\$2,100
2013-2014	\$2,100

- G. The Board of Education reserves the right to purchase the various fringe benefit programs from a carrier, self-insure, or to bid the programs on an annual basis.

**ARTICLE 21 - EVALUATION**

All bargaining unit members shall be evaluated by an appropriate administrative supervisor at least every two years. The evaluation will be with an instrument applicable to the employee's job functions and will be discussed with the employee within 30 days following the formal written evaluation. Any year that the employee is not evaluated will be considered as a year of satisfactory performance.

**ARTICLE 22 – TERMINATION AND MODIFICATION**

- A. This Agreement shall continue in full force and effect until June 30, 2014
- B. If either Party desires to terminate this Agreement, it shall be sixty (60) days prior to the termination date to give Notice of Termination. If neither Party shall give Notice of Termination Date, this Agreement shall continue in full force and effect from year to year thereafter, subject to Notice of Termination by either Party on sixty (60) days written notice prior to the current year of termination.
- C. If either party desires to modify or change this Agreement, it shall be sixty (60) days prior to the termination date or any subsequent termination date given

written Notice of Amendment in which event the Notice of Amendment shall set forth the nature of the amendment or amendments desired. If Notice of Amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either Party on ten (10) days written Notice of Termination. Any amendments 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. Notice of Termination or modification shall be in writing and shall be sufficient if sent by Certified Mail addressed to the Union, CARROLLTON EDUCATIONAL SUPPORT STAFF ASSOCIATION MEA/NEA, 1311 GRATIOT AVE., SAGINAW, MICHIGAN 48602; and to the Board, Carrollton Board of Education, 3211 Carla Drive, Saginaw, Michigan, 48604, or to any other such addresses the Union or the Board may make available to each other.
- E. The effective date of this Agreement is July 1, 2012 unless otherwise provided.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed.

Carrollton Public School District

CARROLLTON EDUCATIONAL  
SUPPORT STAFF  
ASSOCIATION/MEA/NEA

## **ARTICLE 23 - WORK YEAR, WORK WEEK, WORK DAY**

- A. All employees working eight (8) hours or more in one day shall be entitled to two (2) fifteen (15) minute relief periods and a thirty (30) minute duty-free lunch. The normal work day for Groundkeeper/Custodial/ Maintenance shall be eight (8) hours and the normal work week shall be forty (40) hours.

It is expressly understood that Cleaner helpers may be scheduled for less than a full work week.

- B. Cafeteria personnel shall be entitled to the following lunch and break time for each regularly scheduled work day as follows:
  - 1. Five (5) to seven (7) hour assignments shall be entitled to a 20 minute paid break and a 30 minute unpaid lunch break.
  - 2. Four (4) to five (5) hour assignments shall be entitled to a paid 15 minute break and a 20 minute unpaid lunch break.

3. All members working less than four (4) hours per day will receive a paid 10 minute break.
4. Supervisors will be responsible for scheduling relief time.
5. Employees who choose to work through their lunch will be paid for their time worked.

## APPENDIX A

Current Employees hired before 7/1/2009

Classifications	2012-2013	2013-2014
Assistant Cook	\$10.53	\$10.53
General Cafeteria	\$ 9.68	\$ 9.68
Physical Plant Mechanic	\$16.99	\$16.99
Groundskeeper	\$15.26	\$15.26
Building Custodian/Utility	\$15.26	\$15.26
Master Custodian	\$13.29	\$13.29
Class A Custodian	\$12.15	\$12.15
Cleaner Helper	\$ 8.60	\$ 8.60

Employees hired after 7/1/2009

Classifications	2012-2013	2013-2014
Physical Plant Mechanic	\$16.99	\$16.99
Groundskeeper	\$15.26	\$15.26
Building Custodian/Utility	\$15.26	\$15.26
Custodian	\$11.00	\$11.00
Cleaner Helper	\$ 8.60	\$ 8.60
Assistant Cook	\$10.53	\$10.53
General Cafeteria	\$ 9.68	\$ 9.68

Employees will receive a \$300.00 off schedule payment available in a separate check in either January or June (member choice) for the 2012-2013 and 2013-2014 school years.

## Longevity:

Years 11 – 15 103% of hourly rate. Implement first longevity step for employees who are beginning their 11<sup>th</sup> year of employment or longer.

Years 16 – 20 106% of hourly rate. Continue first longevity step for employees who are in their 11<sup>th</sup> through 15<sup>th</sup> year of employment, and implement second longevity step for employees who are beginning their 16<sup>th</sup> year of employment or longer.

Years 21 or more 109% of hourly rate. Continue first and second longevity steps, and implement third longevity step for employees who are beginning their 21<sup>st</sup> year of employment or longer.

Longevity steps shall be awarded effective January 1 and July 1 of each year in which an employee obtains eligibility.

## Training for Cafeteria Personnel:

- 1) Employees holding an assistant cook position or higher (Head Cook, Director of Food Services) are required to take classes 100 and 130 as scheduled by the Director of Food Services. The classes will be paid for by the district and employees will be paid their hourly wage for the time to spend in class.
- 2) General Cafeteria workers will attend training as mandated by the Director, up to and including 10 hours per school year. Employees will receive their hourly wage for time spent in mandatory training.
- 3) Membership in MSFSA/ASFSA will be paid by the district for assistant cook position and higher. Membership cost will be reimbursed to other employees who choose to belong upon completion of one (1) elective training class as approved by the director.
- 4) Any kitchen worker will be reimbursed for class training taken on their own time if it is applicable to their position and pre-approved by the director. Annual yearly budget on elective classes is not to exceed \$500.

## CLEANER HELPER

1. No more than three (3) positions unless extended by mutual agreement.
2. No reduction in current custodial positions unless current facilities are closed or significantly reduced.

3. Should a custodian position become vacant, the “Cleaner Helper” will be evaluated for promotion and if qualified, will be awarded the position.
4. The Parties agree that it is not their intent for an employee to remain a “Cleaner Helper” permanently where one is qualified to promote.
5. By definition, a Cleaner Helper shall work under the direction of a regular custodian until trained.
6. Cleaner helper may be employed to cut grass and maintain the ball fields.

### SICK LEAVE PAYOFF

Employees with fifteen (15) years of seniority at retirement (excludes quits, discharges, etc.) shall receive twenty (\$20.00) dollars for half of their accumulated sick days if they have ninety (90) or more days accumulated.

Employees with fifteen (15) years of seniority at retirement (excludes quits, discharges, etc) shall receive ten (\$10.00) dollars for half of their accumulated sick leave days if they have fifty (50) or more days, but less than ninety (90) days.

Employees with fifteen (15) years of seniority who have accumulated less than fifty (50) days shall receive no payoff upon retirement.

### JOB DESCRIPTIONS

Job Descriptions are an addendum to the Master Agreement



Memo of Understanding

Between

Carrollton Board of Education

And

Carrollton Educational Support Staff Association, MEA/NEA

Effective immediately, combination positions shall be recognized (Called Omni & Food Service) that involves food service duties and cleaning in the Omni program. These positions shall be considered full time (40 hours/week), with all the benefits accorded full time.

Current workers in Omni & Food Service are Sally LaCross and Sally McQuaid, and they shall remain there until one of the following occurs.

Sally LaCross or Sally McQuaid leaves the position, or the Omni Program is closed.

The Master Agreement prevails in issues of seniority, benefits, and compensation. Both Sally LaCross and Sally McQuaid have seniority accrued as food service employees that is distinct and separate from that accrued as custodians.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Carrollton Custodians and Food Service**

**GRIEVANCE REPORT FORM**

Step One- Verbal with supervisor within five working days \_\_\_\_\_

Date

Step Two- Written Grievance within ten working days

Grievance # \_\_\_\_\_

\_\_\_\_\_

Building

Assignment

Name of Grievant

Date filed

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance (including applicable contract provision)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition made by Immediate Supervisor within five working days \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Position of Grievant and/or Association within five working days \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**GRIEVANCE REPORT FORM**

**SUPERINTENDENT LEVEL**

Step Four

A. Date Received by Superintendent or Designee \_\_\_\_\_  
Conference to be scheduled with 10 working days

B. Disposition of Superintendent or Designee within 10 working days \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**MEDIATION LEVEL**

Step Five

A. Date Mediation requested to be within 15 working days \_\_\_\_\_

B. Result of Mediation \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**ARBITRATION LEVEL**

Step Six

A. Date Submitted to Arbitration within 15 working days of the Mediation \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_