

AGREEMENT

between the

**ESSEXVILLE-HAMPTON BOARD OF EDUCATION
Essexville, Michigan**

and the

**UNITED STEELWORKERS
AFL-CIO-CLC
on behalf of LOCAL UNION 7380-05
(Custodial/Maintenance Unit)**

**July 1, 2013
to
June 30, 2016**

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AGREEMENT

THIS AGREEMENT was entered into June 19, 2013, between the Essexville-Hampton Board of Education, Essexville, Michigan, hereinafter called the "Board," and the United Steelworkers, AFL-CIO•CLC, on behalf of Local 7380-05, hereinafter called the "Union."

WITNESSETH, WHEREAS, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain with the Union as representative of its custodial employees with respect to hours, wages, terms and conditions of employment.

**ARTICLE I
RECOGNITION**

Section 1.1 - Unit Definition

The Board hereby recognizes the Union as the exclusive bargaining representative for all custodians, excluding supervisory administrative personnel and substitutes.

Section 1.2 - Employee Defined

The term "employee" as used in this Agreement shall mean all custodians and maintenance men represented by the Union and the Bargaining Unit defined in Section 1.1.

Section 1.3 - No Discrimination

It is the continuing policy of the Union that the provisions of this agreement shall be applied to all employees without regard to race, color, religious creed, national origin, sex, or disability as defined by law. The representatives of the Union and the Board in all steps of the grievance procedures and in all dealings between the parties shall comply with this provision.

Section 1.4 - Union Membership, New Employees

Any probationary employee covered by this agreement may sign and deliver to the Board an assignment authorizing the deduction of initiation fees, membership dues, or assessments of the Union, as designated to the Board by the International Secretary-Treasurer of the Union, and the Board shall then monthly remit the same to the International Secretary-Treasurer of the United Steelworkers, Five Gateway Center, Pittsburgh, Pennsylvania, or such other address as he may designate, such sum being deducted from the regular salaries of all such employees who have signed such authorization. A copy of such list shall be furnished to the financial secretary of the Local Union to the extent allowed by law.

Section 1.5 - Administrators Not To Perform Work

The director of buildings and grounds will be allowed to perform bargaining unit work as is presently being done. All other administrative or supervisory personnel shall not perform bargaining unit work unless the work is trivial or insignificant, or is an emergency situation or in other situations that would be mutually agreed upon between the Board of Education and the Union. It is understood that the use of any supervisory personnel will not result in the layoff of any bargaining unit personnel.

Should the district create the position of "lead person" for the unit for this unit as a replacement for the Director of Operations, the parties will negotiate duties and responsibilities for that position.

ARTICLE II RIGHTS OF THE UNION

Section 2.1 - Right to Organize

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that employees covered by this agreement shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerned activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any activities of the Union or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

Section 2.2 - Right to Invoke Mediation

The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission (MERC) or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of the agreement. Arbitration services of the Michigan Employment Relations Commission will be utilized.

Section 2.3 - Right to Use Buildings

The Union and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by principal or business manager. Building use fees will not be charged for meetings of Essexville-Hampton Union employees and the privilege will not be abused.

Section 2.4 - Right to Wear Insignia

No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union either on or off school premises.

Section 2.5 - Right to Information

The Board agrees to furnish to the Union, in response to reasonable written requests from time to time, available information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of its members, together with information which may be necessary for the Union to process any grievance or complaint. It is agreed and recognized, however, that, except for expenditures contained in any annual budget which are required by the terms of this agreement, the authority to adopt all parts of the annual budget of the school district

resides exclusively with the Board, and during the term of this agreement shall not be the subject of mandatory negotiation with the Union, nor subject to any proceeding under the grievance procedure.

ARTICLE III RIGHTS OF THE BOARD OF EDUCATION

Section 3.1 - Constitutional Rights

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 the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion for just cause; and to promote and transfer all such employees.
- B. To determine work schedules, hours of work, and the duties, responsibilities, and assignments of Union personnel.
- C. No term or condition of this contract to the contrary shall, in any way, interfere with the management function of the Board of Education, or replace the inclusive jurisdiction of the Board under the school code, except for wages, hours, terms and conditions of employment.
- D. The parties agree that this contract incorporates their full and complete understanding and any prior oral agreements or practices are superseded by the terms of this agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this agreement.
- E. It is further understood that any of the aforementioned will not be contrary to any section of this contract.

ARTICLE IV COMPENSATION

Section 4.1 - Rates of Pay

The hourly rate and other economic fringe benefits of all employees covered by this agreement shall be in accordance with Schedule "A" incorporated in this agreement.

**ARTICLE V
HOURS OF WORK AND OVERTIME**

Section 5.1 - Summer Schedule

Bargaining Unit employees or the employer (Board) may request a ten (10) hour day, four (4) days per week work schedule during the summer months. The supervisor of buildings and grounds may implement such a schedule with the understanding that he/she must maintain, in his/her opinion, an appropriate work force.

Section 5.2 – Lunch Period / Breaks

All shifts include a one-half (1/2) hour lunch period, which will be determined by the building schedule.

Employees shall be granted a fifteen (15) minute break, morning and afternoon, for each eight (8) hour shift; four (4) hour work shifts shall have one fifteen (15) minute break. For those custodians electing a ten (10) hour, four (4) day workweek, there will be allowed two fifteen (15) minute breaks. An individual assigned to a regular five (5) hour shift will be allowed a twenty (20) minute break.

Section 5.3 – Work Hours

Hours to be determined by management. Hours may be changed based on need and general conditions, with as much notice as possible being given to maintenance personnel.

Section 5.4 - Overtime Notice

When overtime is to be worked, the Board will endeavor, as far as practical at all times, to give notice at least two (2) days to all employees requested to work overtime. The foregoing shall not apply in the event of emergencies.

Section 5.5 - Overtime Distribution

The Board shall have the right to require employees to work a reasonable amount of overtime provided the same shall not be discriminatory and shall be distributed, as far as practical, equally among all employees within the group and within school buildings, provided the employee has the ability to do the overtime work available. Ten (10) hours per week shall be considered reasonable overtime, unless such overtime shall, at any time, constitute a health hazard to the employees.

It is understood that regularly scheduled custodians will be offered the possibility of overtime work prior to the call-in of substitute custodians.

Section 5.6 - Procedure for Offering Overtime

Overtime will be distributed as nearly equally as practicable by rotation in seniority order.

If overtime is offered as determined by the supervisor of buildings and grounds, the following procedure is to be used:

Step 1: The offer of overtime will be made to the employees within a building where the overtime is required first. The offer would be first made to the senior employee in that building and then to lower seniority employees in that building.

Step 2: If the job cannot be filled within a building, then, utilizing the out-of-building overtime list, starting with the senior employee on the out-of-building overtime list would be offered the opportunity to work by rotation. Time worked or refused would be charged as the time worked. The employee with the least amount of time would be entitled to the next opportunity for the overtime first, then to the next lowest time charged employee. In order to qualify, the employee must be on the job the day before the overtime is to be worked.

When a job is filled, the next employee will be the first person offered the next opportunity to work overtime and the rotation through the out-of-building list would begin as described above.

High school overtime custodial assignments shall be subject to review of the bargaining unit president.

- A. Each employee shall be required to indicate his/her interest in out-of-building overtime by signing an out-of-building overtime list. This list will be updated and distributed annually prior to the beginning of the school year. Employees not signing this list will not be considered for out-of-building overtime from July 1 through June 30 of the current fiscal year.
- B. The order of the out-of-building overtime list shall be determined by seniority for the first rotation. The out-of-building overtime will be subject to review by the bargaining unit president.
- C. It is understood that in situations of emergency as determined by the building principal or the supervisor of buildings and grounds, qualified custodial personnel may be utilized for tractor snow plowing in place of utility personnel.

ARTICLE VI GRIEVANCE PROCEDURE

Section 6.1 - Grievance Defined and Procedure

Step 1: A grievance is defined as an alleged violation of the provisions of this Agreement. An employee may bring a grievance to the attention of his/her supervisor within five (5) working days of the incident, or the knowledge of the incident, upon which the grievance is based. The aggrieved employee, a committee person and the corresponding unit supervisor shall meet to discuss the grievance within five (5) working days after it is brought to the attention of the supervisor. The supervisor is to provide an answer to the aggrieved employee or the committee person within five (5) working days after the meeting.

Step 2: If the grievance is not settled in Step 1, the employee or the employee's committee person may file a grievance in writing on forms within five (5) working days from receipt of the answer from the supervisor and present two (2) copies to the supervisor who shall have five (5) working days in which to reply in writing.

Step 3: If a grievance is not settled in Step 2, the Grievance Committee will then submit copies of the grievance to the superintendent of schools within five (5) working days after

receipt of the answer from the supervisor. A meeting will then be held as soon as possible, but not later than ten (10) working days, between the superintendent of schools and the Grievance Committee for the discussion of the grievance. The decision of the superintendent of schools or designated representative shall be made in writing within five (5) working days after the meeting.

Step 4: In the event the adjustment is not made, and the dispute shall not have been satisfactorily settled, the matter shall then be referred within fifteen (15) working days from the Board's answer in Step 4, to an impartial arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any issues which have not been set forth in the original grievance. The arbitrator shall have no power to alter or add to or subtract from the terms of this agreement. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which is violative of the terms of this agreement. An arbitration hearing will be held, which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the School Board and the Union, and the arbitrator's findings shall be binding on both parties.

The arbitrator shall have no authority to rule on:

1. Evaluation of an employee.
2. Any matter within the authority of a state or federal administrative agency.
3. Any prohibited subject of bargaining.

Section 6.2

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

Section 6.3 - Test of Arbitrability

If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this article, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrator shall have the authority

to determine whether he/she will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, he/she shall refer the case back to the parties without a recommendation on the merits.

Section 6.4 - Expense Payment

The fees and expenses of the arbitrator, cost of transcript, and the hearing room shall be jointly paid by the Board and the Union. All other expenses incurred shall be paid by the party incurring them.

Section 6.5 - Date of Settlement

No monetary claim by an employee covered by this Agreement or by the Union against the Board shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or the Union, as the case may be, to know that the employee or the Union has grounds for such claim prior to that date, in which case, the claim shall be limited retroactively to a period of forty-five (45) days prior to the date the claim was first filed in writing.

Section 6.6 - Grievances Regarding Layoff or Recall

In cases of layoff, a grievance claiming that an employee or employees were laid off out of line of seniority must be filed in writing within five (5) working days from the date the Board first submitted a list to the chairperson of the Grievance Committee of the employee or employees so laid off.

Employees upon recall who have returned to work and find they have been deprived of their rights as outlined in this agreement shall have five (5) working days in which to file a grievance.

Section 6.7 - Suspension

Notwithstanding any other provisions of this agreement, no member of the Union shall be preemptively discharged. He/She shall first be suspended without pay for not more than five (5) working days. During this period of suspension the employee may, if he/she believes he/she has been unjustly dealt with, request a hearing and a statement of the offense before the superintendent of schools or designated representative with members of the Grievance Committee present. At such hearing, the facts concerning the case shall be made available to both parties. As soon as practicable after such hearing but not later than five (5) working days, the superintendent of schools or designated representative shall conclude whether the suspension shall be revoked, modified, extended or converted into a discharge. In the event the suspension is modified, extended, or converted into a discharge, the employee may file a grievance alleging that he/she was unjustly treated and such grievance shall be presented under Step 3 of the grievance procedure within five (5) working days after the superintendent of schools' or designated representative's final decision on such suspension or discharge. Steps 1

and 2 shall be considered automatically processed. Should such grievance prove that the employee was unjustly suspended or discharged, the Board shall reinstate and reimburse said employee for financial loss sustained during the period of suspension or discharge at the employee's regular rate of pay.

Section 6.8 - Union Notification

A member of the Union Grievance Committee shall be notified in writing by management of any disciplinary layoff, suspension, or discharge of any employee who has acquired seniority.

Section 6.9 - Presence of Union

Any employee or group of employees who are called in to any office for the purpose of discipline may request the presence of the chairperson of the Grievance Committee or other committee person and such request shall not be denied by the Board. Employees will not normally be disciplined or given any reprimand in the presence of students or employees; it is understood that grievance committee person may be present.

Section 6.10 - Grievance Committee

The employees shall be represented by a Grievance Committee which shall consist of the Unit President and the Unit Griever. They shall be the last employees to be laid off and first to be returned provided they have the immediate ability to perform the available work.

Section 6.11 - Alternate Committee Persons

Alternate Committee Persons shall be recognized when the regular committee person is absent. Alternate Committee Persons shall not have the super-seniority a regular committee person has as outlined in Section 6.11.

Section 6.12 - Meeting Times

The Grievance Committee shall meet with management at such times as may be determined to be necessary and as will not conflict with reasonable operations.

Section 6.13 - Committee Present at Meetings

Any employee or group of employees who are called into any meeting regarding any matter which comes under the jurisdiction of the Union may request the presence of a member of the Grievance Committee and such request shall not be denied.

Section 6.14 - Paid Time

Grievance members and/or the employee(s) involved in the Grievance Procedure will be paid his/her regular authorized rate for reasonable time spent, while on duty during his/her regular shift working hours, in the processing of a grievance.

**ARTICLE VII
SENIORITY**

Section 7.1 - Probation Period

Probation Period: During this period of probationary employment, such employees shall be given training. The Board shall determine the nature and scope of this training.

Seniority of employees covered by this agreement shall be determined in the following manner.

Section 7.2

New employees and those hired after a break in seniority shall be regarded as probationary employees for the first 90 (ninety) workdays or the first 720 (seven hundred and twenty) hours, whichever is the lesser period. During this period of probationary employment, such employees may be transferred, laid off, or terminated as exclusively determined by the Board without recourse through the grievance procedure.

Upon completion of their probationary period, such employees shall then be credited with seniority beginning with their date of hire, and such employees will be entered on the seniority list as of their date of hire and shall accumulate seniority from that date.

Section 7.3 - Loss of Seniority

Seniority shall be lost for one of the following reasons only:

- A. Employee quits or retires.
- B. Employee is discharged for just cause.
- C. Laid off employee is not reemployed within 24 months or the term of his/her most recent continuous employment, whichever is less.

Section 7.4 - Seniority Lists

Up-to-date seniority lists shall be posted on the bulletin boards of each school by July 1st of each year and a copy given to the Unit President.

Section 7.5 - Order of Layoff

When there are layoffs for any reason, the following procedure shall be followed:

All probationary employees shall be laid off first in line with their seniority. Thereafter, employees shall be laid off in line with their department seniority. The employees with seniority who are qualified and will do the work of the employee to be displaced may do so. The employee on the affected job may use his/her seniority to displace a less senior employee. Exceptions to this are listed in Article 6.11 "Grievance Committee."

Section 7.6 - Order of Increase (Recall)

When there is an increase in working forces, after a layoff, the reverse of the above layoff procedure shall be followed. Before any new employee is hired, the senior employee on layoff shall first be offered the employment and, if he/she is willing and able to do the work, he/she shall be awarded the job.

Section 7.7 - Notice of Layoff

When an employee, other than a probationary or substitute employee, is laid off, he/she will be given five (5) working days notice of such layoff.

Section 7.8 - Transfer Outside Unit

Any employee in the bargaining unit who has been transferred or promoted to a position outside of the bargaining unit shall have his/her seniority frozen and he/she shall not accrue further seniority until he/she returns to the bargaining unit. If he/she is subsequently relieved of such a position because of lack of work or inability to perform the work, or at his/her own request, the Board must give the employee the opportunity to return to the bargaining unit. After returning to the bargaining unit, he/she shall have the benefit of all seniority he/she has or may accrue in the bargaining unit.

**ARTICLE VIII
JOB BIDDING**

Section 8.1 - Selection Process

Selection of employees for the purpose of filling job vacancies covered by this agreement shall be made by the Board on the basis of seniority and ability to perform work. In selection of employees to fill vacancies, the following provisions shall apply:

- A. If a vacancy is to be filled, notice of the vacancy shall be posted by the Board on bulletin boards at each school within ten (10) working days from the time such vacancy first occurred, for a period of not less than three (3) full working days in order that all interested employees may be given equal opportunity to bid.

Such notice shall state information about the vacancy including the school where the vacancy exists, the normal working hours, the job title and the general purpose of the job, along with the hourly wage rate and the closing date for accepting bids. The board may, however, at times during the summer, shut-down, bid a job on a temporary sixty (60) day basis. However, at the end of the temporary sixty (60) day period, the Board must then decide to either post the temporary job as a permanent job or, if the work load does not warrant a permanent job, it must be eliminated. Time extensions may be granted upon mutual agreement of the parties.

- B. Interested employees' bids shall be in writing (on forms mutually agreed to by the Board and the Union), in duplicate and signed by the employee, with a copy to be submitted to the appropriate immediate supervisor and a copy to be submitted to the chairperson of the Union Grievance Committee.
- C. Senior employees who have bid on and who have been awarded jobs as herein provided shall be placed in the vacancy bid within seven (7) working days from the date the vacancy was first posted.
- D. The Board shall notify, in writing, the chairperson of the committee as to the names of employees to whom jobs have been awarded, together with the date of such awards.
- E. Temporary openings that are known to be more than two (2) weeks will be offered to employees, by seniority, before placing a sub in that position. The opening created by the reassignment will be filled by a sub.
- F. A reasonable attempt will be made by the Board to place employees to fill positions in school buildings two (2) weeks prior to the first day of school.

Section 8.2 - New Wage Rates

When a wage rate for a new job or new wage rate for a changed job is or should be installed, the employee or employees affected may, at any time within thirty (30) days (except where the parties otherwise mutually agree), file a grievance alleging that such new rate does not bear a fair relationship to other jobs in the school. Such grievance shall be submitted to Step 4 of the grievance procedure in this agreement. If the grievance is submitted to arbitration, the decision shall be effective as of the date when the employee was assigned to the new job.

Section 8.3 - Trial Period and Rate

When an employee is awarded a job per Article VII, the employee shall be given a thirty (30) work day trial period. If, at anytime during the trial period, management or the employee determines that the employee is unable to perform the responsibilities of the job, the employee will be returned to his/her previous position status. Any other personnel transfers related to the employee's original job award shall also be reversed. The next senior signer on the job posting shall be placed on the job. If a job is filled during summer months the trial period will not begin until the school year starts, and the normal work duties are resumed.

ARTICLE IX UNPAID LEAVES

Section 9.1 - Peace Corps Unpaid Leave

Leave of absence may be granted without pay up to two (2) years to any employee who enrolls in the Peace Corps as a full-time participant. Such employee shall be restored to employment with the district and shall be given the benefit of any increases which would have been credited to him/her had he/she remained in active service with the school system, provided, however, that such employee shall make application to return to work within ninety (90) days after discharge from the Peace Corps. If the leave has not expired, he/she may be assigned to the same position in which employed prior to the leave or to a substantially equivalent position unless a further extension thereof is mutually agreed to by the Board and the Union. Seniority is to be frozen after two years.

Section 9.2 - Public Office Unpaid Leave

An employee elected or selected for a full-time public office which takes him/her from his/her duties with the school system may, upon proper written request, receive a leave of absence without pay for the term of such office or two (2) years, whichever is less. Unless such employees return within the time limit hereinbefore specified, such leave of absence shall terminate unless it has been renewed for a specific period with the approval of the superintendent of schools. Seniority is to be frozen after two (2) years.

It is recognized that an employee has the right to serve in, or be elected to, public office less than full-time. However, such services shall not be permitted to interfere with his/her normal employment duties.

Section 9.3 - Personal Unpaid Leave

Leave of absence without pay may be granted by the superintendent for up to one thirty (30) day period per school year. Such leave shall not involve loss of seniority. No two (2) employees shall be granted leave at the same time.

Section 9.4 - Union Unpaid Leave

The Board may grant a leave of absence, with accrual of seniority, upon the written application of any employee who accepts a position with the Local Union, International Union, Federated Union bodies and government or civic organizations; provided, however, that such employees make annual application for an annual extension during the last thirty (30) days of each year of such leave of absence and provided further, that upon returning to work such employee must be able, after a physical examination on the part of the Board, to perform the work of the job to which he/she is returning or to such other job as he/she might be capable of performing and to which he/she might be entitled by reason of his/her seniority. Such leave of absence for a position with the Union or other organizations mentioned herein shall be limited to a total of two (2) years, including any annual extensions.

Section 9.5 - Armed Forces Unpaid Leave

Any employee who has completed his/her probation period and who has entered or who enters the armed forces or merchant marine, shall be restored to employment provided application is made within ninety (90) days after discharge from service. In the case of disabled veterans, within ninety (90) days of completion of hospitalization, restoration shall be on the basis of accumulated seniority and to a wage rate and status the employee would have reached in normal wage progression had he/she not left the employment of the Board. Should an employee be unable to perform the work to which he/she is thereby entitled, he/she shall be granted a reasonable program of training so that he/she may have the opportunity to perform the work required.

Section 9.6 - Disability Unpaid Leave

Any employee whose disability extends beyond his/her own accumulated sick leave shall be granted a leave of absence without pay for time necessary for recovery to a maximum of two (2) years. It is understood that the request for disability leave is to be accompanied with a statement from the attending physician certifying the medical necessity for the leave. It is understood that the Board of Education may desire concurrence from a physician of its own choice as to the medical necessity for the leave. If the Board desires a second medical opinion it shall be at the Board's expense. If the Board determines that the member is able to resume his/her duties and his/her leave of absence has not expired, he/she will be assigned to the same position in which employed prior to the leave or to a substantially equivalent position.

After an employee's sick leave has been exhausted, the Board will maintain the employee's health insurance in accordance with FMLA.

The employee with the least amount of seniority shall be laid off if necessary to accommodate the rehiring of an employee who is returning from leave of absence as defined by the contract.

Section 9.7 – Family and Medical Leave

A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to eligible employees in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by the FMLA. Such purposes include:

1. Because of and to care for the employee's child upon birth or placement for adoption or foster care. Entitlement to leave under these circumstances shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement of the child.
2. To care for the employee's spouse, child, or parent who has a serious health condition.
3. Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position.
4. Other reasons as provided in the Act

To be eligible for a FMLA leave, an employee must have been employed for at least 12 (twelve) months, and for at least 1,250 hours during the previous 12-month period, and meet any other eligibility criteria of the FMLA for the particular type of leave. During the period of FMLA leave, the employee's health insurance benefits shall be continued as required by the FMLA, subject to Section 104(C)(2) of the FMLA. Elected supplementary insurance coverages may be continued by the employee prepaying the premium cost to the business office of the school district which will then make payment of the premium to the insurance company.

Paid leave available to the employee under the terms of this Agreement and used by the employee for the same purposes at the FMLA leave available, will be counted as part of the leave time available and used under the FMLA leave. FMLA leave may be taken on an intermittent or reduced schedule when medically necessary according to the provisions of Section 102(b) of the FMLA. Seniority will accumulate during the period of FMLA leave.

The limitations found under Section 108 of the FMLA (pertaining to special rules concerning employees of local educational agencies) shall apply. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its implementing regulations.

Upon expiration of FMLA leave, if the employee is able to return, he/she shall be assigned to the same position in which employed prior to the leave or to a substantially equivalent position.

**ARTICLE X
PAID LEAVES**

Section 10.1 - Purpose of Sick Leave

The primary purpose of a sick leave allowance is to cover the absence of a Union member from school because of personal illness sufficiently severe that it would make his/her presence in school inadvisable. Sick Leave applies only to absences resulting from illness of the employee, except as otherwise expressed in this agreement.

Section 10.2 - Eligibility for Sick Leave

Sick leave benefits will be granted only to those custodial employees working a normal 40 (forty) hour week during a normal twelve (12) month period. Applicable sick leave benefits to custodial employees shall accrue at a rate of twelve (12) days per calendar year accumulating to a total of 120 (one hundred twenty) days. In the event that an employee leaves the workforce for any reason, sick time is prorated for the year. Absence of more than three (3) consecutive days must be substantiated by a physician's certificate in order to receive payment of sick leave benefits. Employees working part-time (less than 35 regularly scheduled hours per week) will receive five (5) sick days prorated to their daily rate and length of service. The accrual of all other benefits (including sick time) will begin on the date of their full-time hire.

Section 10.3 - Terminal Leave Payment

Terminal leave payment shall be paid to individual Union members upon retirement from school employment under the following conditions:

1. \$40.00 per day shall be granted for each day of accumulated sick leave to a maximum of \$3,000.00 for each custodial employee upon retirement under the provisions of the Michigan Public Schools Retirement System or as a death benefit. However, employees who have accumulated one hundred twenty (120) days in the sick bank at the time of their retirement shall receive a flat amount of \$6,000.00 total.
2. The individual must have attained ten (10) years within the Essexville-Hampton Public Schools.

Section 10.4 - Worker's Compensation Leave

An employee involved in an occupational accident or sickness which is covered by the Worker's Compensation Act and is compelled to lose time by such accident or sickness shall be paid for lost time on the day on which the accident or sickness occurred.

Employees involved in an occupational accident or sickness shall be treated by a doctor of their own choosing, if approved by the Board. Approval of a doctor will not be denied except for legitimate reason. The Board shall furnish transportation to doctor's office or hospital for injured employees if requested for initial treatment.

Copies of reports on health and safety will be available to the Union.

If any employee who is awarded compensation under the Workman's Compensation Act because of a school-connected injury or disease, for a period covered by the Worker's Compensation law, will, at the option of the employee, collect Workman's Compensation insurance, the period of time involved will not be deducted from sick leave. However, should the employee desire to be paid his/her regular salary by the school district, he/she shall turn over to the school district any compensation check awarded under the Workman's Compensation law and his/her sick leave will be charged for the percentage of difference that the Workman's Compensation reflects to his/her regular rate. If the illness or award continues beyond the used sick leave period, the employee will be granted a leave of absence without pay for a period not to exceed two (2) years. Such a member, or a member of his/her immediate family, in his/her behalf, shall make a written request to the superintendent of schools for such leave of absence accompanied by a certificate from his/her physician that he/she is unable to perform his/her

duties. He/She shall make a written request to the superintendent of schools for reemployment when able to resume his/her duties, accompanied by a certificate from his/her physician evidencing such ability. The Board may require the member to submit to a physical and/or mental examination by a physician of its choice. If the doctor determines that the member is able to resume his/her duties and his/her leave of absence has not expired, he/she shall be assigned to the same position in which employed prior to the illness or injury or to a substantially equivalent position.

Section 10.5 - Paid Family Illness Leave

Leaves of absence with pay chargeable against sick leave allowance shall be granted annually for the following reasons: For not to exceed five (5) days because of critical, hospitalized illness of a member of the immediate family (immediate family is defined to mean the mother, father, husband, wife, child - natural or adopted, brother, sister, mother-in-law, father-in-law, grandparents, and grandchildren of a Union member), if proof is furnished to the superintendent of schools or designated representative as soon as conditions permit the member to make the request. For not to exceed three (3) days annually for the illness of a spouse or child.

Section 10.6 - Miscellaneous Paid Leaves

Leaves of absence with pay not chargeable against sick leave allowance shall be granted for the following reasons:

- A. A maximum of four (4) days for a death in the immediate family (immediate family is defined as spouse, mother, father, child - natural or adopted, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepbrother, stepsister, grandparents, grandchildren, stepchildren), if proof is furnished to the superintendent of schools or designated representative as soon as conditions permit the member to make the request. Paid leave will only be allowed for scheduled workdays. One additional day may be granted by the superintendent for special circumstances.
- B. One (1) day for attendance at the funeral service of a niece or nephew if proof is furnished to the superintendent of schools or designated representative as soon as conditions permit the member to make the request. Paid leave will only be allowed for scheduled workdays.
- C. Two (2) days per school year for the conduct of personal affairs which cannot normally be handled outside work hours (a personal leave day cannot be used the day before or the day after a holiday or vacation period, the first or last day of the school term, or the first day of a hunting or fishing season), if request is made to and approved by the superintendent of schools or designated representative as soon as conditions permit the member to make the request.

It is understood that payment will be made for unused personal days at the end of the school year. Payments to be made on basis of straight time for the average number of hours worked daily at base rate for classification.

- D. Absence when called for jury service. Jury pay benefits will be made for not to exceed thirty (30) days while serving as a juror in a court of record, but the pay of the member shall be reduced by the per diem compensation paid to the employee as a juror. When an employee receives notice of jury call, he/she shall immediately inform the Board.

- E. Court appearance as a witness in any case connected with the employee's employment or the school or whenever the employee is required to attend any proceedings relating to the aforementioned.
- F. One (1) day to take the selective service physical examination.
- G. Individual employees may take one (1) day per year without pay for attendance at funerals not provided for in A or B above. The leave may be granted in addition to leave referred to in 9.1 provided that, in the opinion of the supervisor, an adequate work force can be maintained.

**ARTICLE XI
ACCIDENT REPORT - DEFECTIVE EQUIPMENT**

Section 11.1 - Accident Report

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the employer, the employee, before starting his/her next workday, shall make out an accident report in writing on forms furnished by the employer. Failure to report such accident may result in disciplinary action against the employee which will not exceed one (1) day off work without pay.

Section 11.2 - Defective Equipment

Employees shall, immediately or at the end of their workday, report all defects on equipment and structure. Such reports shall be made on a suitable form furnished by the employer and shall be made in multiple copies, one copy to be retained by the employee. Failure to report such defects may result in disciplinary action against the employee which will not exceed one (1) day off work without pay.

**ARTICLE XII
PAID FOR TIME**

Section 12.1 - Pay Rates and Period

All employees covered by this agreement shall be paid for all work performed as scheduled by the Board. Rates of pay provided for by this agreement shall apply. Pay periods shall be established on a bi-weekly basis.

**ARTICLE XIII
EXAMINATIONS AND IDENTIFICATION FEES**

Section 13.1 - Examinations

Physical, mental or other examinations required by a governmental body or the employer shall be promptly complied with by all employees. The employer reserves the right to select its own medical examiner or physician to conduct a regular annual physical when requested by the Board; the physical requested by the Board will be at Board expense. The Union may, if it believes an injustice has been done to an employee, have said employee re-examined at the

Union expense. If conflict develops, a third doctor will be mutually chosen to perform an examination. Expenses will be jointly shared by the Board and the Union. A decision of the majority of physicians or medical examiners shall be final.

Section 13.2 - Personal Identification

Should the employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the employer.

**ARTICLE XIV
PRINTING COSTS**

Section 14.1

It is understood that the cost of printing of this agreement is to be borne mutually by the Union and the Board.

**ARTICLE XV
MISCELLANEOUS**

Section 15.1 - Bulletin Boards

The Board shall provide adequate space for bulletin boards for Union notices to its members which is of an informational nature to the employees. Nothing contained in such notices shall be of a political or controversial nature, nor to reflect on the Board or its employees.

Section 15.2 - Union School Visits

International representatives of the Union and/or one committee member shall be allowed to visit the school during working hours provided they advise the Board or their representative in advance of each visit.

Section 15.3 - Union Functions

All delegates so designated by the Union to attend Union affairs shall be allowed time off without pay to attend such affairs provided proper notification is given. Custodial/Maintenance employees shall be represented by a Unit President and two (2) stewards. There shall be a limitation of one (1) person per building.

Section 15.4 - Emergency Phone Calls

Emergency phone calls and messages shall be delivered to the employees as soon as possible. Facilities for emergency use of the telephone by employees shall be made available at no cost.

Section 15.5 - Union Business Phone Calls

Union representatives shall be allowed to use the phone or receive calls pertaining to Union affairs provided prior notification is given to supervision, and provided further that toll phone calls are paid by the Union; providing further that this section is not abused.

Section 15.6 - Credit Union Deductions

On proper authorization from employees who so wish, the Board shall deduct from the employee's pay the amount designated to it by the employee, and remit the same to proper officers of the Bay County School Employees Credit Union.

Section 15.7 - Occupational Disability

In the event an employee sustains an occupational disability and becomes disabled as a result thereof, every effort will be made by the Board to provide such disabled employee such suitable employment as is available.

Section 15.8 - Assaults/Legal Counsel

Any case of job-related assault upon a Union member shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to inform the Union member of his/her legal rights and obligations with respect to the unprovoked, job-related assault and shall render reasonable assistance to the Union member in conjunction with handling of the incident by law enforcement and judicial authorities.

If any Union member is complained against or sued by reason of action taken by the Union member in a job-related function during the working day, the Board will provide legal counsel and render all necessary assistance to the Union member in his/her defense provided the Union member was performing his/her duties in accordance with Board and school policies and was not unreasonable.

Section 15.9 - Breakage of Glasses/Damage or Theft to Clothing or Other Personal Property

The Board of Education will reimburse an individual for breakage of glasses in a job-related accident upon receipt of documentation of actual work-related incident. Reimbursement will be at the rate of 80% of actual cost. The individual is to turn in broken glasses.

If, in the performance of regular or assigned duties of the bargaining unit member, without negligence on his/her part, the bargaining unit member shall suffer damage to or theft of his/her clothing or other personal property, but not including damage to automobiles or loss of money, to the extent of \$5.00 but not more than \$100.00 per year, the Board shall make reimbursement. The Board may require subrogation, assignment, and full cooperation by such bargaining unit member in seeking recovery from any party responsible for said loss.

**ARTICLE XVI
SAFETY AND HEALTH**

Section 16.1 - Board Obligation

The Board of Education and the Union agree to establish a Safety and Health Committee of four (4) members, two (2) representing the Union and two (2) representing the Board. This committee may meet as necessary.

Section 16.2 - Protective Equipment

The Board shall make all reasonable provisions for the safety and health of its employees during the hours of their employment. Major protective devices and other equipment to properly protect employees from injury shall be provided by the Board.

**ARTICLE XVII
CONDITIONS OF AGREEMENT**

Section 17.1

Any provisions hereof in conflict with any such statute shall be of no force and effect, and all rights, duties, and benefits provided to, or imposed therein upon the employee, the school district, or the Board shall not hereby be denied or restricted, except as otherwise specifically and lawfully provided herein.

**ARTICLE XVIII
STRIKES AND RESPONSIBILITIES**

Section 18.1 - No Strike

During the life of this agreement, neither the Union nor any of its agents, or persons acting in its behalf, shall cause, authorize or support, nor shall any of its members take part in any strike; that is, the concerted failure to report for work, or willful absence of any employee from his/her position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever.

Section 18.2 - Notification to Union

If the Union, after being notified in writing by the Board of any such strike or work stoppage, within 24 (twenty-four) hours, disclaims in writing to the Board, responsibility for any activity prohibited hereby, and takes immediate steps to seek to end such strike or work stoppage, it shall not be liable in any way therefore. Violation of this article by any employee, or group of employees, shall constitute good cause for their discharge or for the imposition of discipline or penalties without recourse to arbitration; provided, however, that the question of their participation shall itself be subject to arbitration.

Section 18.3 - Legal Remedies

The Board of Education, in the event of the violation of this article, shall have the right, in addition to the foregoing, to avail itself of any other remedies available at law.

Section 18.4 - No Waiver

Notwithstanding the foregoing, nothing contained in this article shall be construed as a waiver of any rights of the Union or its members which they may have under Act 379 of the Public Acts of 1965, or which are otherwise provided by law.

**ARTICLE XIX
TERMINATION OF AGREEMENT**

Section 19.1 - Effective/Termination Dates

The terms and conditions of this agreement shall become effective July 1, 2013, and shall continue in effect until 12:01 a.m., June 30, 2016, except that economic issues reopen annually on the anniversary date of the contract.

Section 19.2 - Notices

Any notice to be given under this agreement shall be given by certified mail and, if by the Board, be addressed to the United Steelworkers, 503 N. Euclid Ave., Suite #10, Euclid Plaza, Bay City, Michigan 48706; and if by the Union, to the Board of Education Offices, 303 Pine St., Essexville, Michigan 48732. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

If a financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employee Relations Act (PERA).

**SCHEDULE "A"
WAGE RATE AND CLASSIFICATIONS**

2013 – 2016

Maintenance	\$18.25
First Shift Lead.....	\$17.79
Second Shift Lead	\$17.84
Custodian (hired after 7/1/07).....	Step freeze for one year

Employees hired after July 1, 2007:

	<u>Custodian</u>	<u>Maintenance</u>
Step 1	\$12.19	\$12.69
Step 2.....	\$13.19	\$13.69
Step 3.....	\$14.19	\$14.69
Step 4.....	\$15.19	\$15.69

Upon completion of the fourth year, employees will receive the negotiated percentage increase in addition to the Step 4 rate as set forth above. Any negotiated raise prior to the end of the fourth year will not be applied to this scale.

COMP TIME

Should comp time be offered to an employee; it will be administered in accordance with all state and federal policies.

HOLIDAYS

- A. Custodial employees shall receive eight (8) hours pay at their regular straight time hourly rate for each of the following holidays:

Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Friday after Thanksgiving Day	Good Friday
Day before Christmas	Memorial Day
Christmas Day	Fourth of July

- B. Triple time shall be paid for all work performed on the above-mentioned holidays (which means holiday pay plus double time).
- C. Holiday Pay: Employees who are absent from work due to a personal day or sick leave prior to and/or following a holiday will not receive pay for the holiday. Employees who are on a previously scheduled paid vacation prior to and/or following a holiday will, if otherwise qualified, be paid for the holiday. Any other absence from work other than Workman's Compensation leave [limited to twelve (12) months] will disqualify an individual from holiday pay if taken the day before and/or after a holiday.

VACATIONS

- A. Paid vacations for custodians are as listed below:

Employees hired between July 1 and December 31 will be considered first year employees (5 vacation days). Employees hired between January 1 and June 30 will be considered first year employees on July 1 following their hire date (0 vacation days).

The first year of employment	Five (5) days paid vacation
The second year of employment	Five (5) days paid vacation
The third year of employment.....	Ten (10) days paid vacation
The fourth year of employment.....	Ten (10) days paid vacation
The fifth year of employment.....	Ten (10) days paid vacation
The sixth year of employment.....	Ten (10) days paid vacation
The seventh year of employment	Ten (10) days paid vacation
The eighth year of employment	Ten (10) days paid vacation
The ninth year of employment	Fifteen (15) days paid vacation
The tenth year of employment.....	Fifteen (15) days paid vacation
The eleventh year of employment	Fifteen (15) days paid vacation
The twelfth of employment	Fifteen (15) days paid vacation
The thirteenth year of employment.....	Fifteen (15) days paid vacation
The fourteenth year of employment.....	Fifteen (15) days paid vacation
The fifteenth year of employment.....	Fifteen (15) days paid vacation
The sixteenth year of employment	Fifteen (15) days paid vacation
The seventeenth and up year of employment.....	Twenty (20) days paid vacation

All vacation is front loaded on July 1st of each fiscal year. Any employee, who resigns, retires, or is terminated before the end of the school year (June 30th) will have his/her vacation/sick days recalculated and pro-rated based on the days worked for the current fiscal year. This pro-ration of vacation time may result in a payout of unused vacation days or a deduction if more days were used than earned during the current year. The deduction, if necessary, will be taken on the final payroll check.

- B. At the end of the eighth (8th) year of employment, the employee may be paid for one (1) week's vacation in lieu of taking the vacation at the option of the employee.
- C. At the end of sixteen (16) years of employment, the employee may be paid for two (2) weeks' vacation in lieu of taking the vacation, if desired, at the option of the employee.
- D. Employees shall be permitted to choose either a split or continuous vacation if it is between June 1st and Labor Day or during the school year by special request. When possible, the employee shall have the right to choose the time of his/her vacation. If there are more requests for a certain period than can be allowed, senior employees shall have preference. Notice of employees' preference to be given to the Board sixty (60) days in advance.

INSURANCE

- A. The Board of Education is to provide MESSA Choices II (\$500/\$1,000 deductible, \$10/\$25/\$50 OV/UC/ER, MESSA Saver Rx Drug Card).

In-network deductible will be reimbursed (upon verification by presenting an EOB with deductible paid highlighted) on a quarterly basis.

- B. The Board of Education is to provide \$5,000 AD&D (Accidental Death and Dismemberment) coverage for full-time custodians.

- C. Essexville-Hampton Self-Insured Dental Plan

- 1. Selected Programs

- Class I Benefits - Year 1 (80%), Year 2 (90%), Year 3 (100%)

- Class II Benefits - 50%

- Class III Benefits - 50%

- 2. Maximum Contract Benefit

- \$1,000 per person total per contract year on Class I and Class II benefits. MEBS' payment for Class III Benefits shall not exceed a lifetime maximum of \$500 per eligible person.

- D. Long Term Disability - The District will provide Long-Term Disability insurance to all members working full-time. The plan will provide 60% of base wages to a maximum of \$3,000 per month. Benefits are payable after 120 (one hundred twenty) consecutive calendar days of disability, with a maximum benefit period to age 65 in accordance with ADEA. All other plan provisions are subject to the terms and conditions of the insurance carrier.

LIFE INSURANCE

\$20,000 life insurance to be provided each full-time custodial employee, at no cost to the employee.

NOTICE OF NO WORK

An employee who is permitted or notified to come to work without having been properly notified that there is no work will be paid as follows: four (4) hours at the employee's regular or premium hourly rate of pay for the shift involved.

In the event of stoppages in connection with labor disputes, major breakdowns or causes beyond control of management, this section shall not apply.

CALL-BACK

- A. In the event an employee is called back to work outside his/her regular shift, such employee will be paid for the hours worked in accordance with the overtime provisions of this agreement and will be guaranteed not less than three (3) hours' work or pay at his/her regular or premium rate to include shift premium, or the rate or premium rate of the job he/she is called for, whichever is higher. In the event of stoppages in connection with labor disputes, major breakdown or causes beyond the control of management, this section shall not apply. Employees shall receive one (1) hour's pay minimum for call-back for alarms.
- B. Such employees may be required to perform other work outside their classification during this period.


OVERTIME PAYMENT

- A. Time and one-half shall be paid for all overtime in excess of eight (8) hours in any day, or forty (40) hours in any one (1) week.
- B. Double time shall be paid for all hours worked on Sunday with a four (4) hour guarantee.
- C. During the summer months those employees who are scheduled to a workweek of four (4) ten (10) hour days in accordance with Section 5.1, time and one-half will be paid for hours worked in excess of ten (10) hours in one (1) day or forty (40) hours in one (1) week.

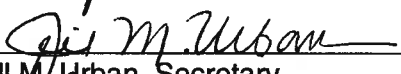
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers, duly authorized, as of the day and date first written above.

Signed this 5th day of June, 2013.

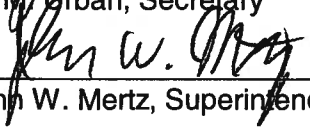
**ESSEXVILLE-HAMPTON
BOARD OF EDUCATION**



John A. Martin, President



Jill M. Urban, Secretary



John W. Mertz, Superintendent

**UNITED STEELWORKERS
AFL-CIO•CLC**

Leo W. Gerard, Int'l President

James D. English, Int'l Secretary-Treasurer

Thomas Conway, Int'l Vice President

Fred Redmond, Int'l Vice President


Jon T. Geenen, Director, District 2

Mike Flora, Staff Representative

Local Union 7380-05 (Custodial/Maintenance Unit)



Dan Bouckaert, Unit President



Fred Keller, Committee