

Clare Board of Education

and

Operations/Maintenance Group

Agreement

July 1, 2010 to June 30, 2013

SICK LEAVE

- A. The purpose of the sick leave allowance is to cover the absence of any employee from school because of personal illness, injury, or disability. Sick leave will accumulate at the rate of one (1) day per month up to a maximum of twelve (12) days per year. Sick leave days will be allowed to accumulate from year to year, to a total of sixty (60) days.

The district agrees to buy back sick days, over sixty 60 days, at a rate of twenty (\$20) per day on a yearly basis. Checks will be issued in July.

The district will, upon retirement from Clare Public Schools, with at least ten (10) years of service, buy back sick days at twenty (\$20) dollars per day. **See Benefits Schedule for sick leave benefits for less than full-time/year round employees.**

1. Personal Illness or Disability: The individual may use all or any portion of his leave to recover from his own illness or disability.
 2. A maximum of four (4) days per working year for critical illness in the immediate family. Immediate family defined as follows: father, mother, husband, wife, child, father-in-law, mother-in-law, and grandchildren. Additional time may be granted at the discretion of the Supervisor or designee.
 3. A maximum of four (4) days for a death in the immediate family. Spouse, father, mother, children, brother, sister, father-in-law, mother-in-law, grandchildren, and grandparents. Additional time may be granted at the discretion of the Supervisor or designee.
 4. One (1) day for death of brother-in-law, sister-in-law, or person whose relationship to the employee warrants such attendance. Extension may be granted at the discretion of the Supervisor or designee.
- B. If there is a question of doubt regarding the illness of any employee, the Administration may require a doctor's statement verifying the illness or may require the employee to submit to a medical examination before sick leave pay is allowed.
- C. An employee may be required to submit to a medical examination and be released by a district approved physician before being permitted to return to work.
- D. An employee who is absent because of an injury or disease and qualified for compensation under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Workers' Compensation law and his/her regular (non-overtime) wages for the duration of the illness. The difference shall be charged against sick leave at the rate of one-third (1/3) sick day. The employee shall receive his/her regular wages from the Board, and wage benefits received from the insurance company are to be endorsed to the School District as long as sick leave benefits are received. Once the employee has exhausted his/her sick leave, the Board's obligation under this paragraph is fully discharged.
- E. The Board shall furnish each individual with a written statement at the beginning of each school year setting forth the total sick leave credit.
- F. Sick days must be taken in half or full day increments.

LEAVE OF ABSENCE

- A. All full time (37+ hours, 12 month), Operations employees shall receive two (2) days for personal business which cannot normally be handled outside of work hours. A personal day cannot be used the day before or 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, except with justification in writing to the Supervisor or his/her designee. The Supervisor's decision on the justification will be final. These days may be used in one-half (.5) day or full day units. Any personal days not utilized by June 30, will be converted to 'sick leave days'. See Benefits Schedule for sick leave benefits for less than full-time/year round employees.
- B. Any employee called for jury duty during work hours, or who is subpoenaed to testify during work hours in any judicial or administrative matter or who shall be asked to testify in an arbitration or fact-finding concerning the Clare Public Schools shall be paid his/her salary less jury or witness fee for such time spent on jury duty or giving testimony.

DRESS REQUIREMENT

All Operation employees agree that they will dress similarly during the time school is in session (i.e. green colored work clothes), and present themselves for work in a manner acceptable to the Building and Grounds Supervisor or designee. Specifically, clothes shall be recently laundered, and appropriately displayed with shirttail tucked in, buttons closed, etc. The goal of the employee is to present a consistent and professional image to the public with whom they often come into contact. To further the goal of this clause, **the Board will annually furnish each employee with five (5) shirts up to a total of \$150 each.**

SENIORITY

A district wide seniority list shall be established for the operational employees.

Length of service with the district shall run from date of first hire unless there is more than a nine (9) month interruption of service. If an employee's service is interrupted (lay-off) for more than nine (9) months, then they shall lose all prior seniority standing. If an employee leaves the job voluntarily, or if their services are terminated, all seniority standing is lost.

When two or more persons have the same length of service, seniority shall be determined by last name alphabetical order.

When staff reductions are necessary, the individual with the least seniority shall be laid off first.

Persons on lay off for less than nine (9) months will be the first hired back on the basis of prior seniority.

PERSONNEL REDUCTION

In the event that a reduction in personnel shall become necessary, the least senior employees will be reduced if those remaining possess the qualifications and skills/competencies to fill the remaining positions.

SNOW DAYS - HAZARDOUS WEATHER ACCUMULATED TRADE TIME

With the Supervisor's approval, up to two days work can be either paid to the employee (non-reporting) or be rescheduled by the employee, in the event the schools are closed for hazardous weather. These days will be referred to as snow days. Scheduled hours for night custodians to work on snow days are as follows: noon to 8:30 p.m. All others work regular schedule unless changed by the supervisor.

VACATIONS AND HOLIDAYS

- A. All 'newly hired' (as of June 30, 2007) full time employees working (12) twelve months shall receive one (1) week of paid vacation upon the completion of their first full year of employment. They will receive two (2) weeks of paid vacation upon the completion of the second consecutive year of employment. Vacation for individuals hired during the year will be prorated. For example, if a full time employee is hired after January 1st, that employee will receive two and a half days of vacation to be used after July 1st of that year. After five (5) years of employment employees will receive one additional day per year up to a total vacation time of fifteen (15) days, and after 15 years (1) one day per year up to a maximum of twenty (20) days. After (25) twenty-five years of employment, employees will receive one (1) day per year up to a maximum of (25) twenty-five days. **See Benefits Schedule for vacation/holiday time benefits for less than full-time/year round employees.**
- B. Vacation schedules will be approved by the Building and Grounds Supervisor. Vacation conflicts will be resolved according to seniority. With the Supervisor's approval, vacation days may be used in one-half (.5) day units, when school is not in session. **All vacation days/time must be used between July 1 and June 30. There will be no carry-over days.**
- C. Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day, July 4th and the opening day of deer season (when school is not in session), shall be paid holidays for all operation employees.
- D. Part-time/year round employees shall have pro-rated paid holiday and vacation days, but shall receive only their regular daily rate of pay for their holidays and vacation days.

RETIREMENT

- A. In appreciation for long-term services to the school district, all full time/year round Operations employees shall be awarded a separation payment according to the following schedule:

<i>For 16 - 20 years of service</i>	<i>\$175.00 per year of service</i>
<i>For 21 years of service and over</i>	<i>\$200.00 per year of service</i>

To be eligible for this payment, the Operations employee must have provided at least sixteen (16) consecutive years of service to the district and be voluntarily and permanently terminating their services to the Clare Public School District. As long as all other requirements are met, full-time/year round employees will also be eligible for this benefit if their entire position is contracted out to a private firm. If offered employment with the private firm, the retirement incentive will be deferred until the end of their employment with the private firm. For the purposes of this agreement, a "year of service" is defined as full time employment as an Operations employee for a calendar year. Only full time/year round employees will be eligible to receive the separation payment.

- B. No part time operation and maintenance employee hired after June 30, 2007 will be eligible to receive health or life insurance benefits.

INSURANCE PROTECTION

Effective July 1, 2006 – June 30, 20---

Full Family, (2) persons, or single subscriber BCBS high deductible health insurance with an HSA to cover the deductible. The HSA contribution to be paid at 100% by the District and BCBS premium to be paid at 4% by the employee. The District will also pay the premiums for all employees to have a \$5,000, life insurance benefit. The employee is responsible for paying any premiums for optional Dental & Vision insurance. **The Board reserves the right to change the identity of the insurance carrier, policyholder, and/or third party administrator for any of the above coverage provided that comparable coverage, as determined by the Board, is maintained during contract term.**

SALARY & BENEFIT SCHEDULE

	<i>Custodial</i>		
Steps	2010-11	2011-12 (Open)	2012-13 (Open)
0	11.94		
1	13.15		
2	14.36		
3	15.59		
<i>Head Custodian</i>	16.11		
	<i>Building Maintenance</i>		
Steps	2010-11	2011-12 (Open)	2012-13 (Open)
0 - 1 year	12.50		
1 - 3 years	15.87		
3 years to 5 years	17.69		
5 years to 10 years	18.04		
10 years to 15 years	18.40		
15 years +	18.58		
<i>*Head Maintenance</i>	8%		
	<i>Grounds Maintenance</i>		
Steps	2010-11	2011-12 (Open)	2012-13 (Open)
0	12.24		
1	14.62		
2	16.07		
3	17.53		

*The hourly rate per years of service will be increased by 8% for the Head Maintenance position. All steps for all groups will be based on a satisfactory job performance as determined by the supervisor. If an employee does not receive a scheduled step, a review will be done within six months. At that time, if the employee receives a satisfactory review from the supervisor, the employee will be granted their step, but no retroactive wage payments will be made for the previous six months.

CLOTHING ALLOWANCE

All employees will receive five (5) shirts per year, up to \$150.

JOB CLASSIFICATION

Employees who transfer from a lower paid job classification to a higher one, will be required to serve a thirty (30) day probation period at the first listed step of the salary schedule of the new job classification. Upon satisfactory performance, the employee’s salary will be adjusted to a step that is commensurate with the wage level of the previous job classification. One ‘head custodial’ position will be designated by the Supervisor.

Upon resignation and/or retirement of the current head of maintenance and head custodian employees, those positions will be eliminated.

BENEFITS TABLE

Benefit Classification	Vacation	Paid Holidays	Personal Days	Sick Days	Snow Days	Health Insurance	Clothing Allowance	Separation Payment
Full-time/year round	Per schedule	11	2	12	2	Per schedule	\$150	Per schedule
Full-time/10 month	none	Working months	1.5	10	2	Same as full-time/year round	Prorated	None
Part-time/year round	Prorated schedule	Prorated from 11	Prorated from 2	Prorated from 12	Prorated from 2	none	Prorated	None
Part-time/10 month	none	Prorated working months	Prorated from 1.5 days	Prorated from 10 days	Prorated from 2 days	none	Prorated	None

**Full-time employment will be considered 37 or more scheduled hours per week.*

Part-time employment will be considered up to 37 scheduled hours per week.

Only full-time employees will receive health insurance.

Only year round employees will receive vacation.

MISCELLANEOUS PROVISIONS

1. For the purposes of this Agreement, Operations employees include custodial, maintenance, grounds. This does not include substitute employees.
2. If necessary, prior to the expiration of this Agreement, the parties shall meet to agree upon the terms of continuation pending a new contract agreement.
3. All employees hired shall have a one hundred eighty (180) day, probation period. At the end of this period, the employee shall either be dismissed or granted seniority back to the date of hire.

4. Any 'newly hired' employee will advance to the next salary step increase on July 1 if their first working day was before January 1 of that year, they have been employed for a minimum of six months, and have received satisfactory performance evaluations by their supervisor. "Current" employees, beginning July 1, will advance to the next salary step, if their date of hire was before January 1 and they have received a satisfactory performance evaluation from their Supervisor.
4. When a custodial employee is absent when school is in session, the supervisor will make arrangements for their area to be cleaned.
5. Continuance of employment as an Operation's employee depends, in part, upon the individual's ability to perform assignments without hazard to the safety and health of either themselves, students or any other employee.
6. Approved overtime shall be paid according to Fair Labor Standards Act guidelines.
7. Job openings will be posted for a minimum of (5) five working days.
8. Personal days cannot be used consecutively with sick leave, vacation days, holidays or snow days.
9. With the Supervisor's approval, snow days can be used consecutively with vacation, and/or holidays.
10. With the Supervisor's approval, comp time can be used only on days when school is not in session.
11. Employees may work a training period in a different classification (*at their current rate of pay*) as determined by the Supervisor.

SENIORITY LIST

Custodial/Maintenance – June 30, 2010

<u>Employee</u>	<u>Length of Service</u>	<u>Date of Hire</u>
Teall, Ken	36.5	01/15/74
Teall, David	32.75	08/29/77
Wild, Lee	21.5	01/06/89
McNerney, Bernie	20.0	01/02/90
Robison, Thomas	10.5	01/10/00
Fisch, Kae-Lea	6.75	11/24/03
Hemstreet, Sheila	6.25	04/19/04
Lisa Banach	2.25	03/03/08
Lisa Hahn	2.25	03/03/08
Tammy Teall	2.25	03/03/08
Percy Moultrie	2.25	03/14/08
Deanna Kish	2.0	06/01/08
Kris Methner	1.75	08/18/08
Robert Somers	1.5	01/06/09

GRIEVANCE PROCEDURE

Any operations/maintenance group member that feels and can identify there has been a violation, misinterpretation, or misapplication of any provision of this agreement may file a grievance.

(Step I) The group member shall first present the matter to his/her immediate supervisor within (10) ten working days of the alleged contract violation/misinterpretation. If satisfaction is not obtained within (10) ten working days of the meeting, the member may proceed to Step II.

(Step II) Within (10) ten working days, the member must place in writing the alleged agreement violation, the issue or issues and cite the specific areas of the agreement involved in the complaint/violation. The document must then be submitted/presented to the superintendent of schools and/or his/her designee. Within (10) ten working days of receiving the written documentation/appeal, the superintendent and/or his/her designee must meet with the grievant and his/her representative. Within (10) ten working days, the superintendent and/or his/her designee shall respond in writing with their answer to the appeal. If satisfaction is not obtained at Step II, the member may proceed to Step III.

(Step III) The grievant may appeal within (10) ten working days to the Board of Education by indicating that desire to the Board of Education Secretary in writing. The Board's decision will be the final decision.

DURATION OF AGREEMENT

This agreement shall become effective as of **July 1, 2010**, and shall continue in full force and effect and be legally binding on the parties hereto, until **June 30, 2013**.

**CLARE BOARD OF EDUCATION
REPRESENTATIVE**

**OPERATIONS/MAINTENANCE GROUP
REPRESENTATIVES**

By: _____
Superintendent

By: _____
Representative

By: _____
Board President

By: _____
Representative