

July 1, 2016 – June 30, 2019

BETWEEN

THE BOARD OF EDUCATION  
GRAND BLANC COMMUNITY SCHOOLS

AND

Grand Blanc Custodial Maintenance Association,  
MEA/NEA

# TABLE OF CONTENTS

	<u>Page</u>
Preamble - Intent and Purpose .....	2
Article I - Recognition.....	2
Article II - Voluntary Membership .....	3
Article III - Representation .....	3
Article IV - Management Rights .....	4
Article V - Grievance Procedure.....	5
Article VI - Seniority .....	9
Article VII - Promotion Procedure.....	11
Article VIII - New Job Classification and Rate .....	12
Article IX - Leaves of Absence .....	13
Article X - Wages .....	15
Article XI - Holidays .....	20
Article XII - Insurance Protection.....	21
Article XIII - Paid Vacations .....	24
Article XIV - Sick and Personal Business Leave .....	25
Article XV - Terminal Leave .....	28
Article XVI - General .....	29
Article XVII - No Strike, No Lockout .....	32
Article XVIII - Waiver Clause.....	33
Article XIX - Negotiation Procedure .....	34
Letter of Understanding .....	35
Article XX - Duration of Agreement .....	36

## PREAMBLE

### INTENT AND PURPOSE

**Section 1** - It is the intent and purpose of the parties to promote and improve the economic relations between the Board and the Association, to establish a specific understanding relative to rates of pay, wages, hours of employment, and other specified conditions of employment, to provide a means for the orderly disposition of grievances arising from alleged violations of this Agreement, and to eliminate interruptions of work and interference with the efficient operation of the District's operations.

**Section 2** - The parties encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

## ARTICLE I

### RECOGNITION

**Section 1** - The Board recognizes the Grand Blanc Custodial and Maintenance Association, MEA/NEA (Association) as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, as stated herein for all maintenance and operational employees including Custodian I, Grounds Crew, Warehouse Delivery, Pool Operator, Tradesman Mechanic and all Leaders, but excluding Foremen, Assistant Foremen, Secretaries, Supervisors as defined by the Commission and all other school employees within the unit described by the Michigan Employees Relations Commission (MERC – certification #13-J-081).

## ARTICLE II

### VOLUNTARY MEMBERSHIP

#### **Section 1** – **Voluntary Membership**

- a. Membership in the Association is not compulsory. Bargaining unit employees have the right to join, not join, pay dues, not pay dues, maintain or drop their membership in the Association as deemed by law. Neither party shall exert any pressure on or discriminate against any employee as regards to such matters.
- b. Voluntary authorizations for payment of dues shall be in accordance with the Grand Blanc Custodial Maintenance Association, MEA/NEA dues structure.

## ARTICLE III

### REPRESENTATION

**Section 1** - The Association shall be represented by a committee of four (4) representatives and four (4) alternates, who will function when the representative is absent and is not functioning in a representative capacity. The designated rep shall represent all employees working in a designated area. The Association may also be represented at Level III of the Grievance Procedure and other scheduled meetings with the Board by the local association, or the MEA UniServ Director.

**Section 2** - The Association will furnish the Board with the designated areas, names of its officers, representatives, and alternates, and such changes as may occur from time-to-time in such personnel.

**Section 3** - In the processing of a grievance, if it becomes necessary for the representative to leave his/her work area, he/she shall first notify his/her supervisor and arrange a mutually satisfactory time after the first hour of the shift. The representative leaving his/her work during straight time hours is subject to the understanding that such time is without loss of pay and shall be devoted to the prompt and proper handling of the grievance, and this will be done as expediently and with as little interruption of work as possible. Any abuse will be grounds for disciplinary action, including loss of pay for the time involved.

**Section 4** - If the representative is required to go to another building other than his/her own in the handling of a grievance, representative will check in and out of the respective buildings on a form provided for that purpose.

**Section 5** - Except as set forth above, it is understood that representative will perform regularly assigned work at all other times, and no representative or any other employees shall be granted time off for the purpose of grievance processing unless specific permission, in writing, has been granted by the supervisor.

## ARTICLE IV

### MANAGEMENT RIGHTS

**Section 1** - The Association recognizes and agrees that the Board, as Employer, has the responsibility and authority to manage and direct, by the establishment of and administration of policy, in behalf of the public, all the operations and activities of the School District to the full extent authorized by law.

The Association recognizes and agrees that the Employer retains the sole right and responsibility to manage and operate the business in all respects and as to all matters in connection with the exercise of such right, subject only to the employee's rights to grieve, in accordance with the procedures later provided in this Agreement. All management rights and functions except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to:

- (1) Full and exclusive control of the management of the business, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces.
- (2) The right to determine the work to be done and the standards to be met by employees covered by this Agreement.
- (3) The right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees.
- (4) The right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay-off employees.
- (5) The right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

## **ARTICLE V GRIEVANCE PROCEDURE**

### **Section 1 - Definitions**

- A. A “grievance” is an alleged violation of the specific and express terms of this Agreement.
- B. The “aggrieved person” is the employee or designated member of a group of employees alleging violation of the specific and express terms of this Agreement.
- C. “Days” means “work days” as specified in the Grievance Procedure.
- D. The term “grievance” as defined above shall not apply to:
  - 1. The provisions of insurance contracts and policies
  - 2. Any reasonable policy, rule, regulations or practice of the Board not in direct conflict with the Agreement and consistently applied to all bargaining unit members.
  - 3. Any grievance that seeks in whole or in part to enforce a statutory or constitutional right (by Statute, Law or regulations of administrative agencies), and may be pursued through an administrative agency. This does not preclude the Association from processing a grievance to arbitration which is based on a provision or provisions of this Agreement and is based solely on provision of this Agreement.
- E. Written grievances as required herein shall contain the following:
  - 1. It shall be signed by the grievant or grievants
  - 2. It shall be specific
  - 3. It shall contain the date of the alleged violation
  - 4. It shall specify the relief requested

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

**Level I** - An employee who has a grievance in connection with his/her own work should discuss the matter with the immediate supervisor, or a designated alternate. In the event the matter is not resolved, the employee may request a representative be present. The representative will be notified within twenty-four (24) hours and, if requested, a meeting or conference shall be scheduled without undue delay, and in any event within two (2) work days.

**Level I(a)** - Before proceeding to Level II hereinafter, it shall be the responsibility of the aggrieved employee to reduce any grievance to writing on the regular grievance form. The written grievance shall be signed by the aggrieved employee, shall specify the terms of the Agreement allegedly violated, and shall state the relief requested. The written grievance shall be presented to the Employer, and the Employer is to answer within five (5) work days of its presentation to the supervisor. In the event the Employer fails to answer within the time limits, the grievance shall be automatically advanced to Level II. In the event the Association wishes to appeal a timely Level I answer, the Deputy Superintendent will be notified in writing within five (5) work days of the Level I answer.

**Level II** - Upon receipt of a written appeal, the Deputy Superintendent will schedule a meeting within ten (10) work days for the employee and/or a representative of the Association and representatives of the Employer. A written answer will be provided within five (5) work days of the date of the meeting in which the grievance was last discussed. A written notice of appeal must be filed within ten (10) work days of the written answer at Level II.

**Level III** - In the event a grievance as defined in Section 1 of this procedure is not resolved at Level II, or if no decision is reached within the ten (10) day period, the grievance may immediately be appealed to Level III.

If no written notice of appeal from the Association is received within ten (10) work days of written Step III answer, the grievance shall be settled on the basis of the last written answer.

If the District received written notice of intent to arbitrate within the ten (10) work days time limit provided above, the parties shall jointly agree on an arbitrator or apply for a listing of qualified arbitrators from the American Arbitration Association, and the arbitration procedure shall be conducted, including the selection of an arbitrator, in accordance with the American Arbitration Association rules.

Written notice of appeal and the Association intent to arbitrate shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, the basis on which such violations are claimed, and the witnesses the Association will call for in testimony in support of the grievance. No more than one (1) grievance may be submitted in one (1) arbitration proceeding except by mutual agreement of the parties.

The decision of the Arbitrator on the issue of the grievance submitted to him shall be final and binding upon the Board, the Association and the aggrieved employee or employees. The Arbitrator is prohibited from adding to, subtracting from or altering any of the provisions of this Agreement, and his authority shall be confined to ruling on the specific and express terms of

this Agreement. The Arbitrator shall have no power to establish or change any classification or wage rate, to rule on any claim arising under an insurance policy or retirement claim or dispute, or to rule on any matter covered by a statute or ordinance.

Any award of back wages made by the Arbitrator shall be limited, from and inclusive of the date the grievance was submitted, to the amount of wages the employee would otherwise have earned from his employment with the Grand Blanc Community Schools, less any unemployment compensation or compensation for personal services that the employee may have received from any source (other than supplemental income at the time of termination), during the period. Any award of wages made by the Arbitrator based upon an alleged mis-computation of a pay check shall be limited to the beginning of the pay period immediately preceding the pay period in which the grievance was filed.

Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement may be filed but not processed to arbitration, such grievance shall be settled in negotiations. This shall not apply when both parties agree in writing to an extension of the contract. Such grievance shall be processed under the extension of the contract.

In rendering decisions, the Arbitrator shall have due regard for the rights and responsibilities of the Association provided in this Agreement and for the rights and responsibilities of the Board, and shall so construe the Agreement that there will be no interference with the exercise of such rights and responsibilities, except as those rights may be expressly conditioned by this Agreement.

The Arbitrators fees and expenses shall be shared equally by the Association and the Board of Education. Any other expenses, i.e. witnesses, etc., shall be borne by the party incurring such expenses.

## **Section 2 - Time Limits**

Any grievance not processed within the applicable time limits is considered settled on the basis of the Board's last answer.

Written grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than ten (10) work days after the alleged violations. No grievance involving a suspension or discharge will be discussed or considered which is presented later than the three (3) work day provision, as outlined in Article V, Section 3, Special Procedure - Suspension or Discharge.

There shall be no processing of grievances during the first hour of the shift, except the presentation of grievances under Article V, Section 3, Special Procedure - Suspension or Discharge.



### **Section 3 - Special Procedure - Suspension or Discharge**

- A. Any employee who has been disciplined by a suspension or discharge may request representation by the Association prior to leaving the premises. The supervisor, without delay, shall notify a representative. Whether requested or not, an available steward will be advised, in writing, within one work day of the fact of suspension or discharge and will be given a copy of any written charges made against the employee. If a suspension is converted to a discharge, the Association President will be notified in writing of the discharge.
  
- B. Complaints regarding suspension or discharge shall be handled promptly, according to the grievance procedure initiated at Step 2 Level. Grievance must be filed within three (3) work days of the suspension or discharge and the Board representative will review and render a decision on the case within five (5) work days of its receipt. The written grievance shall be accompanied by a statement signed by the employee that he objects to the suspension or discharge and shall specify the reasons and facts upon which the objection is based.
  
- C. Complaints regarding suspension or discharge shall be handled promptly, according to the grievance procedure initiated at Step 2 Level. Grievance must be filed within three (3) work days of the suspension or discharge and the Board representative will review and render a decision on the case within five (5) work days of its receipt. The written grievance shall be accompanied by a statement signed by the employee that he/she objects to the suspension or discharge and shall specify the reasons and facts upon which the objection is based.

### **Section 4 - Special Complaint**

Any complaint that an employee is being discriminated against because of race, color, creed, age, sex, marital status, or national origin, may be filed at Step 1 of the Grievance Procedure. Any such claim must be supported by written evidence at the time the complaint is filed.

## **ARTICLE VI**

### **SENIORITY**

#### **Section 1 - Acquiring Seniority**

In order to acquire seniority, a new or rehired employee must be designated at time of hire as full-time or part-time, and must complete ninety (90) calendar days of employment uninterrupted by layoff or leave of absence. During this period, the employee shall be considered probationary and may be terminated without recourse to the Grievance Procedure. In order to acquire seniority, an employee must satisfactorily complete the probationary period. In the event ninety (90) calendar days of employment are acquired within one hundred twenty (120) calendar days as a result of reinstatement of a probationer temporarily laid off, or granted excused absence for personal illness or death in the immediate family, the date of entry into the classification shall be recorded as ninety (90) days prior to the day he/she completes the probationary period.

#### **Section 2 - Loss of Seniority**

An employee shall be terminated and lose his/her seniority if:

- A. The employee quits.
- B. The employee is discharged and not reinstated through the grievance procedure.
- C. The employee fails to report for work upon notice of recall from layoff by certified mail or telegram to the last known address unless he/she notifies the supervisor within five (5) days of notice of recall exclusive of days when no mail deliveries arrived. Such an employee shall be recorded as a voluntary quit. An employee may be reinstated if the employee reports within five (5) days and presents a reason satisfactory to the Board for failure to report.
- D. The employee is absent for any reason whatsoever for a period equivalent to accumulated seniority up to a maximum of twelve (12) months, except Occupational Disability Leave or an approved leave of absence for a period which exceeds accumulated seniority.
- E. The employee is absent for three (3) consecutive days without prior approval or authorization for a leave of absence. The employee may be reinstated with full seniority if absent for no more than five (5) consecutive work days, but presents a reason satisfactory to the Employer for the employee's inability to secure a leave of absence.

- F. The employee fails to report for work on his/her regular shift on the first regularly scheduled work day following a leave of absence, or fails to secure an approved extension of a leave of absence.
- G. The employee falsifies personnel records, medical history, criminal record, or falsifies the reason for a leave of absence.
- H. The employee is employed elsewhere during a leave of absence.

### **Section 3 - Definition of Status**

For the purpose of this Agreement, employees shall be designated at time of hire as full-time, part-time or temporary. Temporary employees shall only work forty-five (45) consecutive work days before becoming a probationary employee. Their forty-sixth (46) consecutive work day shall be treated as their first probationary work day.

A full-time employee shall be deemed to be an employee who is scheduled to work thirty (30) hours or more per week, and a part-time employee shall be one who is scheduled to work less than thirty (30) hours per week.

A temporary employee shall be deemed to be an employee hired on a day-to-day basis. Temporary employees shall not acquire seniority or be covered by the provisions of this Agreement, or be retained in employment when seniority employees in the bargaining unit are laid off in a reduction of force.

A part-time employee may acquire seniority for the purpose of layoff and recall on a seniority list restricted to part-time employees by working ninety (90) calendar days for the Board, and such an employee shall be credited with one week's seniority for each forty (40) hours worked.

## ARTICLE VII

### PROMOTION PROCEDURE

**Section 1** - When a permanent opening in a higher-rated classification is available, the completed request forms on file will be reviewed.

**Section 2** - The following factors will be considered in the selection of candidates: training, work record, physical condition, and ability to do the job requested. In the event these factors are relatively equal, the qualified candidate with the most seniority will be given first consideration.

**Section 3** - Upon request by a disqualified candidate with more seniority, the employee's supervisor shall advise the employee of the reason or reasons for disqualification in writing.

**Section 4** - An employee may declare his/her interest in one job at any one time.

**Section 5** - In the event a vacancy arises which is not filled by reassignment within the classification on the shift, notice to that effect will be posted on the bulletin board for a period of five (5) work days for the submission of applications. All first shift jobs will be posted.

**Section 6** - Effective the first full pay period after a promotion, the employee will be placed at the next higher rate in the rate progression.

**Section 7** - The Employer shall post bargaining unit vacancies in all buildings. The employer shall only be obligated to two (2) postings for all permanent vacancies that are filled by lateral transfer on the same shift. Employees desiring lateral transfer shall indicate their preference to the employees' supervisor in writing.

**Section 8** - If an employee applies for and is granted a transfer to an equal paying position, the employee is not eligible to reapply for another transfer for the balance of six (6) consecutive months.

**Section 9 - Leaders** - When an employee is upgraded to leader, they shall be given a 90-day probationary period. If the employee is not found satisfactory during the probationary period, they shall return to their former classification. The employer shall have the sole discretion on whether the employee remains in the new classification during the probationary period unless the Employer is arbitrary and capricious. (The burden of proof shall be upon the employee to prove the Employer was arbitrary and capricious.)

## ARTICLE VIII

### NEW JOB CLASSIFICATION AND RATE

**Section 1** - In the event the Board establishes and places in use a new job classification, a rate will be established by the Employer, the position will be posted per Article VII, Section 5, and written notice of the rate and job classification title will be furnished to the Association bargaining committee prior to implementation.

**Section 2** - If the Association objects to the proposed permanent rate or proposed classification, it shall so notify the Board in writing within ten (10) days following the date of notice of the proposed permanent rate or proposed classification, which shall be subject to negotiation.

**Section 3** - Upon agreement, or in the event the Board's permanent rate or proposed classification is not objected to by the Association within the time limits, the rate and job classification shall be considered final and become a part of Schedule A.

## **ARTICLE IX LEAVES OF ABSENCE**

**Section 1** - Employees who have not completed their probationary period are not eligible for leaves of absence.

**Section 2** - A leave of absence for personal reasons satisfactory to the Employer may be granted to an employee with seniority for a period not to exceed thirty (30) calendar days. A written request must be submitted and approved prior to the start of the leave or any extension thereof.

**Section 3** - Occupational disability leave will be granted to an employee with a compensable occupational disability under the Workers Compensation Act, as amended. Such leave will be extended for the period that compensation is received (including Workers' Compensation), or until the employee is approved for return to work by the Employer's physician. In the event the employee is not approved for unrestricted work, he/she may, at their own expense, consult his own doctor and present such evidence in the grievance procedure within five (5) work days of the disposition by the Employer's physician.

**Section 4** - Sick or non-occupational disability leaves of absence shall be granted to employees for an initial period of time not to exceed sixty (60) calendar days, upon confirmation of the duration and nature of the illness or disability in the form of a doctor's statement in writing. The Employer reserves the right to verify the illness or disability through examination by the Employer-appointed physicians or specialists. Such leave shall be extended provided the extension is requested and approved prior to the expiration date of the original leave. Under no circumstances may the original leave, plus any extensions, exceed one year.

**Section 5 - Maternity Leave** - Female employees who have acquired seniority will be granted a leave of absence for maternity, subject to the following:

- A. An employee who becomes pregnant shall be entitled to maternity leave of absence.
- B. A pregnancy leave of absence shall not exceed ninety (90) days following the date of termination of pregnancy. An employee may extend the leave up to an additional sixty (60) days or may return to work at any time during the school year after the expiration of eight (8) weeks after the termination of her pregnancy. She may return prior to the expiration of the eight (8) weeks upon the approval of her attending physician.
- E. Upon her return to work within the time limits herein set forth, she shall be reinstated in the classification she occupied at the time of the start of the maternity leave of absence.

**Section 6** - Military leave will be granted in accordance with the current amended Universal Military Training Act, and an employee will be reinstated in accordance with the amended Universal Military Training Act.

## **ARTICLE X WAGES**

**Section 1 - Overtime Premium** - Time and one-half of the employee's regular straight time rate of pay shall be paid for work under any one of the following conditions.

- A. Daily - All work performed in excess of eight (8) hours per day.
- B. Work Period - All work performed in excess of forty (40) hours in any week.
- C. Hours worked on Saturday or Sunday (excluding any hours on Sunday for the third shift after 9:30 p.m.)
- D. Working schedules shall not be altered to circumvent payment of overtime.
- E. Premium payment will not be duplicated for the same hours under the terms of this Agreement.
- F. The overtime list shall be available for inspection upon request. An additional copy will be posted on the bulletin board in each building for informational purposes only. The official record will be kept by the Employer.

**Section 2 - Wage Rates** - Wage rates and the dates of payment shall be in accordance with the Salary Schedule included as part of the Agreement.



Salary Schedule 2017-18						
	START	90 DAYS	6 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS
Cust. I	\$ 14.59	\$ 16.00	\$ 16.80	\$ 17.77	\$ 18.22	\$ -
Grounds Crew	\$ 15.18	\$ 16.25	\$ 17.17	\$ 18.20	\$ 18.70	\$ -
Warehouse Delivery	\$ 15.18	\$ 16.41	\$ 17.72	\$ 19.00	\$ 19.75	\$ -
Pool Operator	\$ 15.18	\$ 16.29	\$ 17.36	\$ 18.52	\$ 18.98	\$ -
Leader	\$ 15.18	\$ 16.41	\$ 17.85	\$ 19.14	\$ 20.52	\$ 21.31
Tradesman	\$ 18.46	\$ 19.03	\$ 19.60	\$ 20.16	\$ 20.73	\$ 21.31
Assistant Tradesman	\$ 15.18	\$ 16.41	\$ 17.72	\$ 19.00	\$ 19.75	\$ -
Mechanic	\$ 18.46	\$ 19.03	\$ 19.60	\$ 20.16	\$ 20.73	\$ 21.31
Mechanic Helper	\$ 19.06	\$ 19.06	\$ 19.06	\$ 19.06	\$ 19.06	\$ 19.06

December			
Longevity	10 yrs	400.00	2007
	15 yrs	500.00	2002
	20 yrs	650.00	1997
	25 yrs	1000.00	1992

\*\* \$.50 premium for Mechanic Certification as applicable per JP Adams

Salary Schedule 2018-19						
	START	90 DAYS	6 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS
Cust. I	\$ 14.84	\$ 16.25	\$ 17.05	\$ 18.02	\$ 18.47	\$ -
Grounds Crew	\$ 15.43	\$ 16.50	\$ 17.42	\$ 18.45	\$ 18.95	\$ -
Warehouse Delivery	\$ 15.43	\$ 16.66	\$ 17.97	\$ 19.25	\$ 20.00	\$ -
Pool Operator	\$ 15.43	\$ 16.54	\$ 17.61	\$ 18.77	\$ 19.23	\$ -
Leader	\$ 15.43	\$ 16.66	\$ 18.10	\$ 19.39	\$ 20.77	\$ 21.56
Tradesman	\$ 18.71	\$ 19.28	\$ 19.85	\$ 20.41	\$ 20.98	\$ 21.56
Assistant Tradesman	\$ 15.43	\$ 16.66	\$ 17.97	\$ 19.25	\$ 20.00	\$ -
Mechanic	\$ 18.71	\$ 19.28	\$ 19.85	\$ 20.41	\$ 20.98	\$ 21.56
Mechanic Helper	\$ 19.31	\$ 19.31	\$ 19.31	\$ 19.31	\$ 19.31	\$ 19.31

December			
Longevity	10 yrs	400.00	2008
	15 yrs	500.00	2003
	20 yrs	650.00	1998
	25 yrs	1000.00	1993

- Section 1** - Five laundered uniforms per week for each full time garage mechanic will be furnished by the Board.
- Section 2** - The custodians and warehouse operator shall receive \$150.00 a year work clothing allowance for the purchase of appropriate outer garments. Receipts must be given to the school district. All other employees currently receiving a clothing allowance shall receive a \$50.00 a year increase in their work clothing allowance for the purchase of appropriate outer garments. Receipts must be provided the school district
- Section 3** - The Board agrees to provide a payroll deduction plan for those bargaining unit properly enrolled in the Flint Area School Employees Credit .
- Section 4** - It is understood that those wishing to enroll, make changes (once enrolled), or drop from participation in said credit , shall make all arrangements through the Flint Area School Employees Credit who, in turn, will furnish all necessary information, forms, authorizations, etc., to the Business Office of the Grand Blanc Community Schools. Once enrolled, the Business Office of the Grand Blanc Community Schools shall not be required to make more than one change during the school year.
- Section 5** - If it occurs that an employee is engaged during his/her normal working hours in negotiating on behalf of the Association with any representative of the Board, such employee shall be released from his regular duties without loss of wages.
- Section 6** - The wages of employees transferred to a different classification as a result of layoff shall remain unchanged for the following two (2) pay periods if reduced to a lower rated classification after which they shall be paid at the rate for the job in line with their seniority to which they have been transferred.
- Section 7** - The wage rate and fringe benefits of an employee from a formal sick leave shall be in accordance with the seniority with which the employee returns.
- Section 8** - The rate schedules included will become effective on September 1, of the school years for which this contract is effective.
- Section 9** - For the purpose of computing an annual wage scale, the regular working day shall consist of eight (8) hours and the regular working week shall be forty (40) hours.

- Section 10** - All overtime scheduled shall be equalized among employees in the classification and on the shift within their building as far as is practical. (Time refused shall be charged.)
- Section 11** - There shall be a third (night) shift premium paid to all employees assigned to third shift operations. Employees working shifts wherein half or more of the regular straight time working hours are scheduled between the hours of 12:00 midnight and 8:00 a.m. shall be considered eligible for third shift premium. Such premium shall be fifteen (15) cents per hour in addition to the regular established rate.
- Section 12** - **Call-In Pay** - An employee who is called back to work after completing the regular shift, shall be assigned and paid for work for a minimum of three (3) hours at the rate of time and one-half. When an employee is called in prior to the starting time of the regular shift on a regular work day, he/she shall be permitted to work the hours of his regular shift at his regular rate. An employee working on building checks shall be guaranteed two (2) hours minimum call-in pay and travel time shall be included in the two (2) hour minimum call in pay.
- Section 13** - **Weather Days - (MEMO OF UNDERSTANDING)** On days when weather conditions are so severe that all school buildings are closed, all maintenance and custodial personnel are under obligation to make sincere efforts to report to work. If, after making such sincere efforts, it becomes physically impossible for the employee to report to work, the school district will allow such employee to deduct either a personal business day or a vacation day for their absence. It is expected that all employees will report to work on weather days. If necessary, the burden of proof will be on the employee to demonstrate their sincere efforts.
- If work needs to be done on a weather day and the work schedule is announced or school recessed after reporting to work, a minimum time will be eight (8) hours work for eight (8) hours pay. If not permitted to work, the employee shall be paid a minimum of eight (8) hours at the regular straight time rate.
- Section 14** - **Mileage** Present practice on mileage will be continued. Employees required to drive between schools for work during their regular shift will be reimbursed in a check payable quarterly at the mileage rate established by Board Policy.
- Section 15** - **Chauffeurs License** - If a chauffeurs license is required as part of the employee's job, the Board shall reimburse the employee the cost of the license at the time of the license renewal.

## ARTICLE XI HOLIDAYS

**Section 1** - Employees not required to work on the following “Holidays” shall be paid for such days at their regular established rate: New Year’s Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year’s Eve Day, Martin Luther King Jr. Day, and provided further that when such holidays occur on a Sunday, the following Monday shall be considered the “holiday”.

**Section 2** - To be eligible to receive wages for a “Paid Holiday”, the employee must work the last regularly scheduled work day immediately preceding and following such holiday. If an employee is absent due to illness during a period where such holiday occurs, he/she will be eligible for payment only if he/she would normally be paid through accumulated sick leave, which would be “non-chargeable” for the holiday involved.

**Section 3** - For the purpose of computing wages of those who must work on contractual Holidays (see section 1) an employee who works on a day when the employee would receive holiday pay; the employee will receive eight (8) hours straight time holiday pay and time and a half for hours worked on that day.

**Section 4** - When such holidays as described in Section 3 preceding, occur on a Sunday and the following Monday is considered a holiday, no employee shall be eligible for more than one day’s premium (double time) wages. An employee working Sunday (the holiday) will not normally work the following Monday and shall receive compensation for working Sunday, but no compensation for Monday if not worked. Should a situation require an employee to work both a Sunday and Monday as described above, such work will be compensated at double time for only one such day worked and at the regular rate for the second day so worked.

**Section 5** - Ten month schedules will coincide with the beginning and end of the scheduled school year. Employees not required to work on the following “Holidays” shall be paid for such days at their regular established rate: Christmas Day, New Year’s Day, Good Friday and Memorial Day.

## **ARTICLE XII INSURANCE PROTECTION**

The Board agrees to furnish to all seniority bargaining unit employees the following insurance protection:

### **Section 1 - Hospitalization and Medical Protection**

- A. The employer shall provide, without cost to the employee, hospitalization and medical protection to those employees where such coverage is not provided through another source (i.e. protection provided by the employer of the spouse, etc.).
  
- B. In accordance with the above, the district shall annually name a primary health insurance carrier. The level of benefits shall be generally equivalent to either SET-SEG, Ultra-Med Preferred or Blue Cross Blue Shield Community Blue or MEBS Ultra Star with a \$0 office visit co-pay.
  - 1. Upon ratification of the 2016-2019 master agreement members electing health care will be placed on MESSA Choices II with \$500/\$1000 deductible, \$20/\$25/\$50 co-pays and Saver Rx prescription drug card. Each member shall pay their portion of health care costs as determined by the Board's compliance with PA 152.
  - 2. The above proposal is dependent upon the Board's attorney approval of plan documents and rate assumptions
  - 3. The below represents a one-time 3.3% increase to the employer subsidy.
  - 4. The employer's subsidy of health care premiums \$565.34/month single (\$1270.06/month two person; and \$1411.01/month full family) shall not increase in the second or third years of this agreement, or until a successor agreement is reached between the parties.
  - 4. Full time employees not taking Board provided health insurance shall be provided an in lieu of payment of \$4,000 (full family), \$3,000 (two person) or \$1,000 (single subscriber) to be paid in the first pay period of December.

## **Section 2 - Dental Insurance**

Full Family Dental Insurance shall be provided to all members of the bargaining unit. Coverage will be 75% of basic dental services (i.e. examinations, radiographs, patient consultations, preventative treatment [primarily extractions and periodontics services]).

Any person covered by dental insurance provided by other employers shall not be eligible for paid dental protection under this Agreement or for any contribution or payment in lieu thereof.

Should it be determined that dental protection furnished through another source (i.e. protection provided by the employer of the spouse, etc.), is inferior to the dental insurance coverage furnished by the District, the Board shall provide coverage as described in paragraph one of this Section.

The District shall furnish 75% coverage with a \$50.00 deductible, Class II dental benefits. The above insurance coverage is provided subject to the limitations and provisions currently in force in such policies. Annual maximum benefit of \$1200 exclusive of orthodontic benefits.

The District shall furnish 60% of Class III orthodontic benefits (necessary treatment and procedures required for the correction of malposed teeth), for eligible covered individuals under age 19 to a lifetime maximum of \$750.00 per individual.

## **Section 3 - Vision Insurance**

The Board shall provide vision benefits to eligible employees and their dependents upon to the following maximum: Complete vision analysis \$55.00, pair regular lenses \$73.00, pair bifocal lenses \$84.00, pair tri-focal lenses \$100.00, Ventricular lenses \$124.00, pair contacts \$175.00, frames \$36.00 Service for 12 month period, July through June.

## **Section 4 - Long Term Disability Insurance**

The Board shall provide, without cost to the employee, Long Term Disability insurance assuring payment to the employee in the event of long term disability, a monthly income benefit equal to 66.67% of their monthly earnings (not to exceed \$36,000 per year) to age 65. The long term disability benefit will start after 3 consecutive months of total disability in accordance with the terms of said policy.

## **Section 5 - Life Insurance**

The Board will provide, without cost to the employee, a \$35,000 life insurance policy with A.D. & D. Rider to age 70. Upon reaching age 70, such insurance will be reduced in accordance with the schedule in the life insurance policy.

**Section 6** - The Board shall provide, to the amount designated in Article XII(1)(B)(3), the employee hospitalization and medical coverage pursuant to Section 1 of this Article for a maximum of the first six (6) months of an employee's short or long-term disability leave, provided the disability is not compensable pursuant to the Workers Compensation Act. To be eligible to have health insurance benefits continue during this time period, the employee must meet the above requirement and have their inability to work confirmed by a Board selected doctor (M.D. or D.O.). If the parties cannot agree to the employee's ability to work, they shall designate a mutually agreeable doctor (M.D. or D.O.) who shall decide the issue. The cost of the examination shall be divided between the parties. This coverage shall not be extended. The Workers Compensation Act shall provide the sole remedy for compensable injuries.

**Section 7** - Regular part-time employees who have entered the bargaining unit shall be eligible for pro-rata contribution to insurance premiums by the Board of Education. The Board shall only be obligated to contribute to any insurance premium a percentage equal to the status of the employee (i.e. one-fourth for one-fourth time employees, one-half for one-half time employees, three-fourths for three-fourths time employees). For example, if the cost of single subscriber health insurance is \$100 per month, the half-time employee will pay \$50.00, and the Board will pay \$50. If the employee does not pay his/her portion of the insurance, the school district is release from any obligation to make a like contribution.

Part-time employees shall be eligible for pro-rata contribution for insurance benefits listed in Article XII, 1, 2, 3, 4, 5, provided the insurance carrier allows. The employee must make an election during the normal enrollment period (September 1-30). The election will remain constant for the year. Only five employees shall receive pro-rated fringes.



## **ARTICLE XIII PAID VACATIONS**

**Section 1** - Under normal conditions, the period for vacations for all full-time employees shall be established as the time period between dismissal of school in June and one week prior to the opening of school in September.

**Section 2** - After four (4) years of service, vacations may be taken at any mutually agreed-to-time (subject to Article XIII, Section 3). Vacations must be taken in not less than one day periods. Three (3) days notice must be given for one day vacation request and one week notice must be given for any vacation request exceeding one day.

**Section 3** - Vacation time will be accrued from anniversary date as follows:

0 - 1 year	-	One-half day per month, not to exceed one week
after 2 - 4 year	-	Two work weeks per year
after 5 years	-	Three work weeks per year
after 15 years	-	Four work weeks per year

Vacation time earned must be used not later than September 30<sup>th</sup> immediately following the fiscal year in which vacation time was earned.

**Section 4** - Employees employed on a 10-month basis shall be eligible to accrue each year, vacation time as follows: regardless of years of service: one-half day per month, not to exceed one work week.

**Section 5** - Any employee who is laid off or retires, shall receive pay in lieu of accrued vacation. Any employee giving two (2) weeks notice, in writing of their intention of quitting, shall be paid for their accrued vacation time. Any sick day(s) taken during this two week period must be substantiated by a doctor's statement, or will be deducted from the vacation allowance.

**Section 6** - No other pay in lieu of vacation will be granted.

**Section 7** - Vacation time will continue to accrue during an extended or prolonged absence only to the extent the employee will be paid through accumulated sick days.

**Section 8** - All vacations exceeding one day in length must be scheduled with the supervisor at least one week prior to the start of the vacation.

## **ARTICLE XIV SICK AND PERSONAL BUSINESS LEAVE**

**Section 1** - Sick leave will be granted to all regular full-time employees on the basis of one (1) day for each month employed (i.e. 10 month employees, 10 days, 11 month employees, 11 days, 12 month employees, 12 days), accumulative to 130 days. Part time employees will receive twelve (12) half days per year, accumulative to 65 days.

**Section 2** - In no case will the number of sick days authorized exceed the employee's accumulation of sick time.

**Section 3** - The Board shall have the right to take appropriate disciplinary measures in those instances in which an employee shall knowingly give false reason(s) for requesting sick or personal business leave.

**Section 4** - Leave may be used as either personal business leave, to a maximum of three (3) days yearly, no accumulation, or sick leave.

**Section 5** - Sick days will be granted for the following reasons;

- A. Illness of the employee (doctor's certification may be required after three (3) days absence).
- B. Quarantine of employee in case of contagious disease, such quarantine having been imposed by the health authorities.
- C. Illness in the employee's immediate family - the immediate family to be defined as grandparents, parents, sisters, brothers, spouse and/or children. Total days in this classification shall not exceed three (3) days per year.

**Section 6 - Death** - Up to three (3) consecutive days will be granted to an employee to attend a funeral when a death occurs to a grandparent, parent, sister, brother, spouse, child, father-in-law, mother-in-law, sister-in-law, brother-in-law. Proof of attendance at a funeral may be required. If the funeral is of such a distance that the employee is unable to attend without additional days, the Assistant Superintendent, at his discretion, may grant additional days.

**Section 7** - A formal sick leave of absence will be granted to any seniority employee whose illness or disability is supported by evidence satisfactory to the Board, for the period of continuing disability, subject to the following conditions:

- A. Not more than seventy-five (75) days accumulated leave shall apply to one consecutive absence for those employees covered by disability insurance. Any remaining balance above the seventy-five (75) days shall be reinstated as accumulated sick leave at the time the employee returns to work.
- B. The sick leave will be granted for not more than thirty (30) days at a time. Extensions will be granted for up to thirty (30) day intervals, upon submittal of satisfactory medical evidence.

**Section 8** - Personal business leave must be applied for, in writing, with specific reasons, in advance of the absence for the supervisor's approval. Personal business will cover the following areas:

- A. Court cases
- B. Legal personal business
- C. Other matters allowable at the discretion of the Board

**Section 9 - Absenteeism** - Any employee who is absent in excess of their accumulated sick time (one day per month) will be disciplined. An employee who is absent for three or more consecutive days and has a valid doctor's slip (M.D. or D.O.) , shall not have these absences included on the table below. An unauthorized absence that is more than 24 months old shall not be the basis for any further discipline. So that all employees might be aware of the result of unauthorized absenteeism, the following table is presented for informational purposes:

**UNAUTHORIZED ABSENTEEISM**

1st offense	Oral warning
2nd offense	Written reprimand
3rd offense	1 day suspension
4th offense	1 week suspension
5th offense	3 weeks suspension
6th offense	Termination

It is our hope that employees will accumulate a reasonable amount of sick days to cover day-to-day absenteeism

**Section 10 - Perfect Attendance** - An employee who has perfect attendance except for funeral days, vacation days and approved leave, shall receive:

1 <sup>st</sup> consecutive quarter	\$125
2 <sup>nd</sup> consecutive quarter	\$150
3 <sup>rd</sup> consecutive quarter	\$175
4 <sup>th</sup> consecutive quarter and beyond	\$200

When an employee does not achieve perfect attendance in a quarter the employer shall revert to Step 1 the next quarter the employee achieves perfect attendance.

One personal business day per contract year may be used and not count against perfect attendance.

**ARTICLE XV  
TERMINAL LEAVE**

**Section 1** - A terminal leave payment will be made, except in case of discharge, in proportion to years of service in the District. Notice of intent to terminate services shall be given as soon as practical and at least two (2) weeks prior to the termination of services.

**Section 2** - Such terminal leave payment shall be in accord with the following schedule:

**Terminal Leave**

<u>Years Completion *</u>	<u>Amount</u>
10 - 14	\$15.00/Year
15 - 19	\$25.00
20 or more	\$50.00

\* Service as accumulated within those areas represented by the Association.

**Section 3** - Employees that have worked at least ten (10) years with the District and retire shall be compensated at the rate of \$55.00 per day of unused accumulative individual sick leave to a maximum of 75 days.

**Longevity Pay** - Longevity payment shall be in accord with the following schedule and made payable the first pay of December:

Ten (10) years of service*	\$400.00
Fifteen (15) years of service*	\$500.00
Twenty (20) years of service*	\$650.00
Twenty-five (25) years of service*	\$1,000.00

(\*Based on years of service with the employer.)

**ARTICLE XVI  
GENERAL**

**Section 1 - Working Foreman** - Nothing herein shall be construed to prohibit the Employer from temporarily using qualified foremen , supervisors, or administrators excluded from the bargaining unit for the performance of work usually performed by the bargaining unit employees, for the purpose of training or instruction, in cases of emergency, or when an employee in the bargaining unit is absent, or for minimal custodial and maintenance, provided the performance of such work does not result in the layoff of bargaining unit employers, and further provided that the performance of such work does not postpone, delay, or otherwise interfere with the addition of manpower as deemed necessary by the Employer for performance of bargaining unit work by bargaining unit employees. Excluded from the above limitations would be:

Two	High School Foreman
Two	Middle School Foreman
One	McGrath Foremen (*)
One	Perry Building Foreman (*)
One	Grounds Foreman
One	Maintenance Foreman
One	Mechanic Foreman
*Denotes inactive status for current school year 1995/96.)	

It is further agreed that performance of work by the above positions does not postpone, delay or otherwise interfere with the addition of manpower as deemed necessary by the Employer for performance of bargaining unit work by bargaining unit employees.

Overtime shall be equalized between foremen and members of the bargaining unit consistent with Article X, Section 8.

**Section 3 - Notice** - It shall be the duty of each employee of the Employer to notify the Supervisor, in writing, of any change in address or telephone number as soon as possible. Any notice of any time required to be given to the employee shall be sufficiently given if sent by certified mail, postage prepaid, and addressed to the employee at the last address appearing on the personnel register, and the employer shall not be responsible for failure of receipt of such letter by the employee; likewise a telegram addressed to the employee at such address last appearing on the personnel register shall also constitute sufficient notice.

**Section 4 - Relief Periods** - Full-time employees working a full work day shall be provided two (2) fifteen (15) minute relief periods in each work day. Relief times shall be assigned by the employee's immediate supervisor. Relief periods shall be taken within the building at a time and in a manner that does not interfere with the efficiency of the work unit as determined by the immediate supervisor and shall normally be scheduled in fifteen (15) minute blocks. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as cumulative if not taken.

**Section 5 - Emergency Conditions** - Temporary reductions in force due to any emergency beyond the control of the Employer may be made by the Employer regardless of seniority, for a period not to exceed three (3) consecutive work days for any individual in a specific emergency reduction. The reason for the emergency layoff will be discussed with the Association President.

**Section 6 - Temporary Assignment** - An employee assigned to a temporary vacancy due to absence, illness, etc., will not suffer a reduction in rate for a temporary assignment of any duration and will be paid the higher rate when performing the duties for which the higher rate is paid for assignments in excess of one (1) day. Employees on temporary assignment using short term (day to day) sick leave or approved short term vacation shall be paid at the higher rate.

**Section 7 - Joint Labor Management Committee** - The Board and the shall form a Joint Labor Management Committee of equal strength to review all areas of interest to the parties (e.g., disciplinary files of seniority employees, performance review/evaluation forms, penalties for disciplinary offenses, etc.). This committee shall meet at the request of either party, but at least annually.

**Section 8 - First Aid** - The employer will offer first aid training for employees. Participation in the training will be voluntary for seniority employees.

**Section 9** - This document constitutes an entire Agreement between the parties, and no verbal statement shall supersede any of its provisions. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships existing by contract or past practice.



## **ARTICLE XVII**

### **NO STRIKE - NO LOCKOUT**

**Section 1** - Association officials and members, individually and collectively, shall not, under any circumstances during the life of this Agreement, encourage, condone, cause, authorize or take part in any illegal picketing, work stoppage, sit-down, stay-in, slow-down, strike or any curtailment of work or interference with business operations in or about the Employer's premises or property.

**Section 2** - If any employee or employees take part in any activity in violation of the above provision, any such action shall be cause for discharge or other discipline as established by this Employer. Any employee who believes that discharge or other discipline by the Employer concerning him was not justified, shall have recourse to the appropriate grievance procedure.

**Section 3** - If any employee or employees represented by the Association should violate the intent of this Section, the Association will take positive measures to effect a prompt resumption of work.

**Section 4** - The employer agrees that, in consideration for the performance by the **Association** of its responsibilities herein defined, there will be no lockout during the life of this Agreement.

## **ARTICLE XVIII WAIVER CLAUSE**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and 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 exercise of that right and opportunity are explicitly set forth in this Agreement. Therefore, the Board and the Association, 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 subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## ARTICLE XIX

### NEGOTIATIONS PROCEDURES

**Section 1** - It is agreed that matters not specifically covered by this Agreement, but of common concern to the parties, may be subject to negotiations between them during the period of this contract upon mutual agreement between the Board and the Association. The parties will cooperate in arranging meetings within two (2) weeks of such mutual agreement.

**Section 2** - At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment.

**Section 3** - In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject to ultimate ratification by both parties.

## **Value Added Policy Letter of Understanding**

The parties agree maintenance and custodial workers be included for consideration regarding value added pay. The District Value Added Policy is as follows:

The school district reserves the right to pay staff members value added pay of up to 1.5%. The exact amount of the value added pay shall be set by the district. One factor in the district determination regarding amount of value added pay shall be the increase of health insurance premiums over the prior year. Any increase over 7% shall reduce value added pay. The parties acknowledge the payment of value added pay in one year does not create an expectation of value added pay in future years. Any disputes regarding value added pay shall be processed through the mediation process, not the grievance arbitration process. Any value added pay will be reviewed with the Association as it is developed and prior to announcement and implementations.

## **New Employee Letter of Understanding**

- A. Letter of Understanding during the 2004 calendar year, one individual currently working for a subcontractor (as of December 31, 2003) will become a Grand Blanc employee and a member of the bargaining unit.
  
- B. During the 2005 calendar year, one individual currently working for a subcontractor (as of December 2004) will become a Grand Blanc employee and a member of the bargaining unit.

**ARTICLE XX  
DURATION OF AGREEMENT**

This Agreement shall be effective on July 1, 2016 and shall continue in effect until June 30, 2019. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives hereunto authorized.

**BOARD OF EDUCATION**

**GRAND BLANC CUSTODIAL MAINTENANCE  
ASSOCIATION, MEA/NEA**

**GRAND BLANC COMMUNITY SCHOOLS**

<u>President</u>	<u>President</u>	<u>Date</u>
<i>James P. Adams II</i> 8/10/17	<i>Janyal Pratt</i>	<u>7-18-17</u>
Director of Operations	MEA UniServ Director	Date
<u>Deputy Superintendent</u>	<u>Secretary</u>	<u>Date</u>
<i>[Signature]</i>	<i>Anita Carr</i>	<u>9-06-17</u>