

MASTER AGREEMENT

BETWEEN



THE CLIO AREA SCHOOL DISTRICT



AND

***THE CLIO CUSTODIAL/MAINTENANCE ASSOCIATION,
MEA/NEA***

JULY 1, 2007 – JUNE 30, 2011

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This Agreement made and entered into, by and between the Clio Area School District Board of Education, hereinafter referred to as the "Employer/Board" and the Clio Custodial/Maintenance Association MEA/NEA, hereinafter referred to as the "Union".

In consideration of the premises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

WHEREAS, it is the desire of the parties to this Agreement to work together harmoniously and to promote and maintain relations between the Employer and the Union which will serve to the best interest of all concerned, now therefore, the parties hereto agree as follows:

ARTICLE I
RECOGNITION

- A. The Clio Area School District Board of Education hereby recognizes the Clio Custodial/Maintenance Association, MEA/NEA, as the exclusive bargaining representative for all Janitors, Custodians, Groundskeeper, and Maintenance Employees, full and/or part-time, employed by the Board and shall exclude supervisory and substitute personnel.
- B. It is understood that the members of the bargaining unit set forth in the foregoing recognition clause have the responsibility for performing duties normally associated with those positions. These duties shall be assigned only to a person who is or will become a member of the bargaining unit represented by the Union.
- C. Job titles and classifications will be as follows:

Classification I -	Janitor
Classification II -	Building Custodian Mail Driver, Custodian High School Pool Custodian
Classification III -	Maintenance Grounds Custodian Warehouse Custodian
Classification IV -	Head Maintenance Head Custodian

ARTICLE II

RIGHTS

A. Union Rights

1. Union Security and Deduction of Union Dues - All employees who are presently working under this Agreement shall not be required to become members of the Union and all new employees hired to fill vacancies during the term of the Agreement shall not be required to become members of the Union, but shall make payments to the Union in an amount set by the Association and in the same manner as Union members and shall do the above as a condition of employment. These provisions do not apply to temporary or substitute employees. A temporary employee is one who is employed to fill a full- or part-time position on a per diem basis while the regular employee is absent or on approved leave, short-term government projects or seasonal employment.
2. During the term of this Agreement, the Board will honor written assignments of wages to the Union for the payment of Union dues, initiation fees and special assignments. Such written assignments shall be in a form consistent with the laws of the State of Michigan and the Agreement. The Board will continue to honor those written assignments already in its possession.
3. The Union shall notify the Business Office in writing of the amount of such dues, fees and assignments. The Board will cause such dues, fees and assignments to be remitted promptly to the Union together with a written statement of the names of the employees for whom such deductions were made. Normally, deductions will be made on the last pay period of each month. In case of an error in such deductions, the Union will make proper adjustments of such errors with the employees concerned.
4. All new employees hired during the term of this Agreement shall make the above payments to the Union after thirty (30) days of employment with the Board of Education.
5. The Union shall indemnify the Board against any and all claims, demands, suits or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Board for the purposes of complying with the provisions of Paragraphs 1, 2, 3, 4 and 5 of this Article.

B. Board Rights

1. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the School Code and the laws of the State, the Constitution of the State of Michigan and/or the United States. Such rights and duties, etc., shall include but not be limited to the right to:
 - a. Manage and control its business, its equipment and its operations of the entire school system.
 - b. Continue its rights, policies and practices of assignment and direction of the personnel and schedule all the foregoing.

- c. Determine the services, supplies and equipment necessary to continue its operation and to determine methods and means of distributing the above.
- 2. The Board shall continue to have the right to establish, modify or change any condition except those covered by the provisions of this Master Agreement.

ARTICLE III

REPRESENTATION

- A. All employees who are covered by this Agreement shall be represented for the purposes of grievance procedure and negotiating by Association Representatives and a bargaining committee to be chosen by the Union.
- B. The bargaining committee shall be composed of not more than three (3) employees chosen by the Union from the bargaining unit, the bargaining unit President, and such other union officers and representatives as deemed necessary by the Union.

ARTICLE IV

JOB STATUS AND FUNCTIONS OF UNION OFFICERS

- A. Normally, negotiations and the processing of grievances shall be done on other than the regularly scheduled workday. If, however, it is found necessary by the Employer that it is impractical to settle the problem at hand on other than scheduled work time, the Employer will pay for Association Representatives or alternates for time in processing the grievance and negotiations. The pay will be at their regularly scheduled earned rate.
- B. Association Representatives or alternates shall be governed by established rules regarding the handling of employee grievances and negotiations as are indicated in the grievance procedure. Members of the committee and the local union president may absent themselves from their assigned work to handle union business when arrangements are made as far in advance as possible by the president of the local union, Association Representatives. However, if the time absent for union business concerns activities other than those specifically provided for in Paragraph A, next above, there shall be no payment to the employee by the Employer for time lost in the event.
- C. The Employer shall be officially informed in writing of the names of the union officers no later than September 1 of each year.

ARTICLE V

GRIEVANCE PROCEDURE

- A. Grievance Definition: A grievance is defined as an alleged misinterpretation, misapplication or inconsistent application of a specific provision of this Agreement.

- B. Any alleged violation for which an employee or the union selects some other forum such as Civil Rights Commission, E.E.O.C., F.E.P.C., M.E.R.C., court, etc., shall preclude the filing or processing of a grievance on that subject.

C. Levels of Grievance Procedure:

Level One

Any employee having a specified grievance shall take the matter up verbally with the Building Principal within five (5) working days from the date of the alleged violation or the date that the employee became aware of such alleged violation. The Building Principal shall attempt to adjust the matter consistent with the terms of this Agreement. The employee may request his/her Association Representative to handle a specified grievance. The Building Principal will arrange for a meeting with the employee and the Association Representative within a reasonable period of time, not to exceed seventy-two (72) hours, and will answer the grievance within six (6) working days from this meeting. In the absence of a Building Principal, Level I will be waived and the grievance will initiate at Level II.

Level Two

Grievances which are not satisfactorily settled at Level One may be appealed to the Supervisor of Plant Operations by delivering to the Supervisor of Plant Operations a written grievance signed by the aggrieved on appropriate forms provided by the school district, stating the claimed violation of the Agreement and the pertinent part of the Agreement allegedly violated and the remedy sought. This appeal shall be made within six (6) working days of the receipt of the answer to the grievance at Level One. The Supervisor of Plant Operations shall set a meeting with the Association Representative within six (6) working days of the receipt of the grievance. The Supervisor of Plant Operations shall make a written disposition of the grievance on the forms provided and return it to the Association Representative within six (6) working days.

Level Three

Grievances, which are not satisfactorily settled at Level Two, may be appealed to the Assistant Superintendent of Personnel in the same manner and with the same time limits as in Level Two above. The Assistant Superintendent shall set a meeting with the Association Representative within six (6) working days of the receipt of the grievance, and shall make a written disposition of the grievance on the forms provided and return it to the Association Representative within six (6) working days.

Level Four

Grievances that are not satisfactorily settled at Level Three may be appealed to the Superintendent of Schools in the same manner and with the same time limits as in Level Three above.

Level Five

Grievances, which are not satisfactorily settled at Level Four, may be appealed to the Board of Education. The Board of Education shall take up the grievance at their next regularly scheduled meeting, which will take place not less than fourteen (14) days after receipt of the written appeal. The Board shall render its decision within six (6) working days after the meeting.

Level Six

If the Union is not satisfied with the disposition of the grievance at Level Five or if no disposition has been made in the period provided, the Union may, by written notice to the Employer, request that the matter be submitted to arbitration within four (4) working days. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within five (5) days after notice is given, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which will likewise govern the arbitration hearing. The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this Agreement or any written amendments hereof or supplements hereto. The Arbitrator shall have no power to alter, add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof or supplements hereto, or to specify the terms of a new Agreement or to substitute his discretion for that of the parties hereto, or to assume any of their functions or responsibilities. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto to the parties without decision. The decision of the arbitrator shall be final and binding on all parties and they hereby agree to abide by such decision.

The cost of any arbitration under this paragraph shall be divided equally between the Employer and the Union. Witness fees will be paid by the party incurring them. If additional time is deemed necessary to properly investigate matters relative to the grievance at any level outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer, in writing.

ARTICLE VI **SENIORITY**

- A. All regular employees shall be on probation for the first sixty (60) workdays of their regular employment. Upon the completion of the probationary period, such employees shall receive classification and system seniority credit from the first day worked and shall thereafter accrue such seniority.
- B. Part-time employees who are re-classified to full-time positions shall be given seniority on a pro-rata basis for the amount of time they worked as part-time on jobs for which they were regularly assigned four (4) hours or more on a daily basis.
- C. Seniority and employment shall terminate for any of the following reasons:
 - 1. The employee quits.
 - 2. The employee is discharged for just cause.
 - 3. The employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of such layoff or twenty-four (24) months, whichever comes first.

4. The employee retires or is retired by the Board of Education.
 5. The employee is absent for three (3) consecutive workdays without properly notifying or having the permission of the employer, except under circumstances beyond the employee's control. Proper notification shall, for purposes of this Article, be a telephone call by the employee or his/her representative to an appropriate supervisor during the regular business hours of the day spanned by the absence.
 6. Any employee who does not report back to work by the expiration date as set forth on his/her leave of absence notice, or who does not receive an approved extension, or who accepts other employment while on leave from the employer, except as herein provided, will be considered to have terminated his/her employment.
- D. Employees' seniority will be continuous and the employee shall hold all seniority rights except when he/she voluntarily resigns or when discharged.
- E. Seniority of an employee shall continue while absent because of injury covered by Workers' Compensation.
- F. The right to re-employment and the continuing seniority rights of any employee, now or hereinafter upon the seniority lists, and who now or hereinafter is a member of the Armed Forces of the United States, shall accrue as provided for under Article XVII, Paragraph A of this Agreement. This will be according to statute.
- G. There shall be no accrual of seniority for an employee on an approved leave of absence that exceeds thirty (30) days, except as herein otherwise provided.

ARTICLE VII

SENIORITY LIST

- A. When an employee acquires seniority, his/her name shall be placed on the seniority list. Up-to-date seniority lists shall be made available to all employees for their inspection by posting three (3) times per year where practical. The Union shall be informed immediately as to any terminations or new hires.
- B. The seniority list shall contain the following information: Classification, Name, Date of Hire, and District Seniority Date. Any questions regarding the seniority list must be brought in writing to the attention of the union president and the Assistant Superintendent within thirty (30) working days of each seniority list being posted, otherwise the list stands as posted.
- C. In cases where two or more employees have the same date of hire, a lottery drawing process shall determine the placement of their names on the seniority list. This drawing will take place at time of hire.

ARTICLE VIII

LAYOFFS AND RECALLS

- A. Layoffs will be based on inverse seniority. The following procedures will be followed when the employer reduces the number of bargaining unit members.
 - 1. Employees in Classification I will be laid off in order of district seniority, the least senior bargaining unit member to be laid off first.
 - 2. Reductions in Classifications II, III and IV will be determined by which position is to be cut. An employee whose position is eliminated, or who has been bumped, may bump a less senior person within his/her classification or move to a vacancy within that classification whose duties they are capable of performing. If no one in that classification is less senior, then the employee may bump a less senior employee in the next lower classification or assume a vacancy in that classification. This process shall continue until the employee finds a position for which he/she holds the seniority and whose duties they are capable of performing. The employee may choose to be placed on layoff rather than accept a position at a lower rate of pay.
- B. Recalls to vacant positions shall be filled with the applicant with the most seniority that was laid off from the effected classification. If no bargaining unit member from the effected classification applies, the position shall be filled in accordance with Article IX.

ARTICLE IX

TRANSFERS AND PROMOTIONS

- A. All regular job openings shall be posted on bulletin boards for five (5) work days before being filled on a permanent basis. A vacancy shall be defined as an opening created by a termination or the addition of a new position by the Board of Education. A transfer is defined as a change of jobs within the same classification. A promotion is defined as a change of job from a lower to a higher classification.
- B. In the event of a transfer, the senior employee who applies shall be given the job if the employee is able to perform all of the duties associated with the job.
- C. When a job is to be filled by promotion, the Administration will conduct interviews and, if deemed necessary, test each applicant to determine their ability to meet the demands and responsibilities of the open position. The following factors will be considered when making the final decision:
 - a. Demonstrated proficiencies.
 - b. Experience within district employment.
 - c. Attendance.
 - d. Special qualification i.e. Military Service, Education/Training, etc...
 - e. District Seniority, if all other things are equal.
- D. Any employee filling a vacancy by promotion shall be given up to twenty (20) workdays on his /her new assignment to prove his/her ability. If unable to qualify, he/she shall return to his/her former position, without prejudice, at the rate of pay for such positions. Beginning with the first day of the new assignment, the employee shall be paid the rate agreed upon for the classification.

- E. When the employer makes an involuntary transfer, it will be done on the basis of the least senior employee who has the ability to do the required work.
- F. New employees will not be hired into a classification II, III or IV position if seniority employees meet the job qualifications of the position and demonstrate their ability to do the required work as per paragraph D of this article. At the successful conclusion of the twenty (20) day trial period, a recommendation to fill the position will be taken to the next regularly scheduled Board meeting.
- G. Employees who are temporarily assigned to a higher-rated classification, in writing by their supervisor, shall receive the higher rate of pay while performing the job.

ARTICLE X
WORKING HOURS

- A. For purposes of this article the following definitions are to be followed:
 - 1. Calendar Day – A twenty-four (24) hour period from midnight to midnight.
 - 2. Work Day – An eight (8) hour period that a regular full time custodial employee is scheduled work (within a calendar day, except for shifts starting prior to midnight).
 - 3. Work Week –A five (5) work day period that a regular full time custodial employee is scheduled to work. The workweek shall run from Monday through Friday and normally be of forty (40) hours in duration.

- B. Hourly employees will be compensated as follows:

Straight Time

Straight Time shall be paid:

- 1. For eight (8) hours worked in a regularly scheduled work day. The regular unpaid lunch period shall be one (1) hour when school is in session, and one-half (1/2) hour when school is not in session.
- 2. For forty (40) hours worked in the employee's regularly scheduled work week, excluding all time for which daily, Saturday, Sunday or holiday overtime has been earned.
- 3. For the time worked during the regular working hours of any shift which starts on the day before and continues into a specified holiday or a Saturday.

Time and One-Half

Time and One-Half shall be paid:

1. For time worked in excess of eight (8) hours (an employee's regularly scheduled work day) in a calendar day.
2. For time worked in excess of forty (40) hours in the employee's work week, excluding all time for which daily, Saturday, Sunday or holiday overtime has been earned.
3. For time worked on any shift which starts on a Saturday.
4. For time worked on any shift that starts on a Sunday, provided the employee has not received time-and-one-half pay for work on the preceding Saturday.

C. Double Time

Double time shall be paid for time worked on New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, December 24, Christmas Day and December 31. Employees will receive their regular pay for such holidays listed, in addition to any overtime pay earned by working on such holidays. Double time shall be paid for time worked on any shift that starts on a Sunday, provided the employee worked on the preceding Saturday and received time and one-half for such Saturday work.

- D. For vacations, paid sick leaves, and paid holidays, time will be counted as hours worked when computing overtime provided the holidays fall on a regular workday.
- E. For payroll purposes, any employee who is entitled to be paid for overtime work earned between Sunday midnight to the beginning of his/her regularly scheduled Monday shift will have it included with the previous week's pay.

ARTICLE XI
EQUALIZATION OF OVERTIME WORK

Overtime work will be equalized if the employee is qualified to the fullest extent possible within the employee's classifications and building. Regular employees who desire overtime work shall be given the first opportunity to do so before probationary employees. Any employee who refuses overtime work shall be charged with the number of overtime hours he would have worked in each instance. The overtime list will be posted.

ARTICLE XII
CALL IN TIME

Any employee called out to work, outside his/her regular scheduled working hours, shall receive a minimum of two (2) hours overtime pay. Overtime will be calculated per Article X, paragraphs D, E and F. Such time shall commence at the time of call and the employee shall report within a reasonable time after receiving the call.

ARTICLE XIII

REPORTING TIME

- A. The work hour shall be broken into four (4) fifteen-minute segments. An employee shall be noted as late to work if he/she reports for work eight (8) minutes or more after his/her scheduled starting time or end of his/her lunch period. He/she shall be docked in major segments of ¼ of an hour.
- B. An employee who habitually fails to record his/her shift times for arriving and leaving work, as well as punching in or out for lunch, shall be deducted ¼ of an hour for each occurrence.
- C. Any employee reporting for work, who is sent home through no fault of his/her own, shall be paid for four (4) hours work, provided it is scheduled work.

ARTICLE XIV VACATION

- A. For each month from the employee's date of hire to the next July 1, the employee shall receive vacation time as follows: (The employee's date of hire to July 1 will be considered the first year of employment.)

<u>Employed in</u>	<u>Vacation Earned As Of Next July 1</u>
July	40 hours
August	40 hours
September	32 hours
October	32 hours
November	32 hours
December	24 hours
January	24 hours
February	24 hours
March	16 hours
April	16 hours
May	8 hours
June	8 hours

- B. Vacation accrues from July 1 to July 1. After an employee completes initial employment year (date of hire to next July 1) he/she shall receive vacations as follows:

After 2nd Year	-	40 Hours
After 3rd Year	-	80 Hours
After 5th Year	-	120 Hours
After 13th Year	-	160 Hours

- C. The vacation hours in Paragraphs A and B are based on an eight (8) hour workday. If an employee is scheduled to work less than eight (8) hours, vacation time will accrue on a pro-rated basis.
- D. For any month in which an employee fails to work or receive school pay, (excluding Workers' Compensation) for over half the scheduled work or paid days, the employee will lose one (1) day of his/her yearly vacation.
- E. Vacation allowance may be granted during the year of earning only after school has recessed for summer vacation.
- F. Paid holidays falling within a paid vacation will not be charged against the earned vacation time.
- G. Employees shall submit a written request to use their vacation time at least fifteen (15) days in advance of the date requested when the requested dates will fall during the time that school is in session for students. Vacation time requests, during the summer break, may be made on a daily basis. Changes in the vacation may occur by mutual agreement of the parties. Senior employees shall have first choice and vacations are subject to the approval of the employer. The Board shall have the right to waive the fifteen (15) day advance notice in unusual circumstances.
- H. Any employee who leaves the department shall be entitled to take his pro-rated accumulated vacation pay at the rate of pay received by said employee at the time of his leaving, provided he has worked at least one (1) year.
- I. In accumulating vacation leaves, sick leaves taken during the period in which vacation is earned, not exceeding the accumulated sick leave of the employee, shall be counted as time worked. Absence due to duty-connected disability shall also be counted as time worked, but shall not exceed two (2) years in duration.
- J. Vacations may only be taken in minimums of one (1) day and maximums of four (4) weeks. Vacations may be accumulated for a period of up to four (4) weeks.
- K. No more than thirty (30) percent of the custodial and maintenance employees will be scheduled for vacation at any one time. When there is a conflict in request, seniority shall prevail and the junior employee(s) shall submit new requests. No vacations shall be scheduled for the week immediately prior to and for the first week school is to be in session for students.

ARTICLE XV

SICK LEAVE

- A. Each full-time permanent employee covered by this Agreement shall earn eight (8) sick hours leave per month worked, provided the employee receives pay for more than half the month. Permanent part-time employees who are regularly scheduled to work four (4) hours or more on a daily basis shall receive pro-rata sick leave hours according to the hours they work. Earned sick hours will accumulate indefinitely. Charges against accrued sick leave will be made for time lost due to personal illness and/or disability, illness in the family, or funerals for which the employee would have received pay and during which normally he/she would have been required to work. No more than thirty (30) paid sick days per year may be used for illness in the family except for spouse and children. Not more than two (2) of these days in any year may be used for necessary personal business approved by the Assistant Superintendent of Personnel. Personal business days must be applied for, in writing, three

- (3) days in advance of the absence. Days for personal business cannot be approved just before or after vacations or holidays.
- B. Applications to have absences charged against sick leave will be made in accordance with an administrative directive.
 - C. Sick leave days accumulated prior to an approved leave of absence without pay shall be held in reserve, pending the return of the employee from such leaves.
 - D. Employees who leave the employment of the School District, except on an approved leave of absence, shall forfeit all of the unused sick leave accumulation and such time shall not be restored if the employee should later be re-employed by the Board.
 - E. Employees are responsible for completing an absence form and sending it to the Office of Plant Operations within two days of returning to work after an absence. Failure to do so will result in the automatic deduction of sick time. If the employee does not have sick time to cover the absence, then the employee will be charged with unpaid time.
 - F. Employees who are absent from work, for personal or family illness for more than five (5) days may be required to provide a written doctor's statement excusing the employee's absence.

ARTICLE XVI

SUPPLEMENTAL WORKERS' COMPENSATION LEAVE

- A. Compensation will be paid for the duration of the absence under the terms of the Workers' Compensation Act.
- B. Employees will be allowed to use sick leave to offset the loss of difference between Workers' Compensation and his/her regular weekly wage. The rate of sick leave deduction or use is to be one third (1/3) for each day used. Seniority will continue to accrue while on Workers' Compensation leave.
- C. Except in an emergency, any injury which is work related must be reported on a Workers' Compensation Form on the day of the injury. Forms must be filled out regardless of the nature of injury or time lost.

ARTICLE XVII

PAID LEAVES OF ABSENCE

A. Military Leave

Any employee covered by this Agreement who enters active duty in the Army, Navy, Marine Corps or any other branch of the United States Military Service who: (1) is still qualified to perform the duties of his former position; and (2) who makes application for re-employment within ninety (90) days after his release under honorable conditions from active duty or service shall be restored to employment, and his status with respect to other employees shall be the same as if he had not entered the service herein specified. Notification of enlistment must be made in writing.

B. Bereavement Leave

Emergency leaves for up to five (5) days shall be granted to all employees in case of death of the following: Spouse, Father, Mother, Child and Step-child, Sister, Brother, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law, Grandparents and Grandchildren. Such leave shall be granted with no loss in pay to the employee and shall not be deducted from accumulated sick or vacation time. Bereavement leave can only be taken at time of death and/or memorial service. Employees must submit an absence form indicating the use of bereavement leave within two days after their return to work.

ARTICLE XVIII

UNPAID LEAVE OF ABSENCE FOR CAUSE

An employee seeking an unpaid leave of absence for a personal illness or disability must supply a written doctor's statement excusing the employee's absence. Employees wishing to extend their leave must provide additional medical statement(s) within three (3) days after the leave closing date. Upon written application by the employee to the employer, unpaid leaves of absence shall be granted in the case of illness or other proven justifiable reasons. If a leave exceeds one (1) year, the employee will be compensated for any unused accumulated vacation leave. An employee whose leave exceeds 24 months will be able to return to the first vacancy within the employee's classification he/she held or into a lower classification. Any employee on personal illness leave shall return to his/her position held at the beginning of leave. Seniority of the employee will not accumulate during leaves of absence, except sick or disability leave, which shall accrue, after the exhaustion of all paid sick leave. Such leave will not be provided to enter other employment except as provided in other clauses of the Agreement.

ARTICLE XIX

LEAVES OF ABSENCE TO FILL UNION OR PUBLIC OFFICE

Employees elected or appointed to Union or Public Office shall not be limited in tenure by the provisions outlined section three of this article. Seniority of the employees shall not accumulate during leaves of absence under these conditions. Leaves of Absence may be extended upon written application of employee to employer with the approval in advance of the expiration date. Deposition of all requests for leaves of absence and extensions thereof shall be in writing.

ARTICLE XX

HOLIDAYS

- A. All employees shall be eligible to receive holiday pay under the following regulations.
- B. To be eligible for a paid holiday, the employee must be present and/or receive pay for eight (8) hours the last preceding work day before the holiday and the first succeeding work day after the holiday.
- C. The following days shall be considered paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day and the preceding Friday, Thanksgiving Day, Friday following Thanksgiving Day, December 24th, Christmas Day and December 31st. When a holiday falls on a Saturday or Sunday, the employee shall have the right to observe the holiday on the preceding Friday or the following Monday or observe the holiday on another day which is mutually agreeable to the Employer and the Union.

ARTICLE XXI
INSURANCE PROTECTION

A. Health Insurance

The Clio Area School Board shall provide each eligible employee health insurance coverage for him/herself and each eligible dependent. The Board will pay the insurance premiums for eligible employees through the 2007-2011 school years. For the 2007-11 school years, the Clio Area School Board will provide payroll deduction for a short term disability, which will be chosen by the employees and all responsibility of such disability will be the employees. Enrollment for the Short Term Disability will be October 1st to October 31st of each school year. The Board will not pay additional premiums for sponsored dependents. Those premiums may be paid by the employee. Each employee will be provided with a choice of the following plans:

PAK A -

MESSA Choices II or comparable.

Long Term Disability - 70%, \$5,000 maximum, 90 calendar days, freeze on offsets, mental/nervous - 2 years, 3 month survivor benefit.

Life insurance - \$25,000 (AD/D) plus \$5,000 (AD/D) in the health plan.

Vision insurance - VSP 3.

Dental insurance - Delta Dental: Class I-III 80%/80%/80%, \$1000 annual max
Class IV 80%, \$1,300 lifetime max

PAK B -

For those employees not needing health insurance, all of the above benefits of Plan A (means no MESSA Choices II or comparable) except life insurance will be \$30,000 (AD/D) and each Plan B participant shall receive a cash option in lieu of health benefits.

The Board shall develop and implement a qualified document which complies with Section 125 of the Internal Revenue Code (the "Plan")

The amount of the cash payment received may be applied by the bargaining unit member to a tax-deferred annuity. The cash payment amount shall be paid monthly into the Board approved carrier of the member's choice. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

The Board and the Employee shall be responsible for paying their respective FICA taxes on the cash payment amount applied to a tax-deferred annuity.

Benefits currently being provided to bargaining unit member employees shall continue as contained in the Collective Bargaining Agreement, up to and after the effective date of the Plan.

Should the parties negotiate changes in the Collective Bargaining Agreement after the effective date of the Plan, the Plan document shall be amended to reflect these changes.

All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.

Cash Option Amount

2007-11

\$225 per month (\$2,700 yearly maximum)

Employees must be regularly scheduled to work at least six (6) hours per day and full coverage shall be provided on the basis of employees who are regularly scheduled to work eight (8) hours per day with other employees paid on a pro-rata basis for hours worked. An employee who leaves the employment of the Board or who goes on an approved unpaid leave of absence shall forfeit this insurance benefit as of the last day of the last full calendar month of employment. An employee on an approved leave of absence must make arrangements with the Business Manager to pay insurance premiums providing that the insurance carriers approve.

Employees off due to accident or illness shall have the insurance premium paid by the employer for three (3) months or until the employee becomes eligible for Long Term Disability, whichever comes first.

ARTICLE XXII
BULLETIN BOARDS

Bulletin boards will be provided for the use of the employees. Bulletin boards will be used for the posting of notices of bona fide employee activities only, and in no case shall advertising, political, obscene or scurrilous printed or written matter be placed on any bulletin board.

ARTICLE XXIII
WORK BREAKS

All employees shall be entitled to two (2) ten (10) minute paid work breaks, one prior to the employee's meal and one following.

ARTICLE XXIV
PAYROLL DEDUCTIONS

It shall be the policy of the employer to honor those deductions already approved as continuing deductions from the payroll to be paid to a third party.

ARTICLE XXV
CLEAN-UP TIME

A maximum of five (5) minutes time shall be granted all employees to clean up before the end of the work day unless special circumstances require additional time.

ARTICLE XXVI
ISSUING OF PAYCHECKS

The Employer will issue paychecks to the employees by the end of the work day on Thursday for employees working second shift hours and on Friday for the first shift employees of every other week. The Employer will attempt to issue paychecks on the last scheduled work day prior to the holiday when the payday falls on the holiday, if it can be worked out with the Payroll Department and the computer service.

ARTICLE XXVII

JURY DUTY

A leave of absence may be granted an employee called for jury service. The Board shall pay an amount equal to the difference between the employee's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the employee reports for or performs such duty on which he otherwise would have been scheduled to work providing the employee submits proof of such jury duty from the court. In the event that the employee is released from jury duty in time to report to work for all or a portion of his regular shift, he must do so. The make-up pay portion shall be for a limit of sixty (60) days in any one calendar year.

Inclement Weather Days

Upon the designation by the Superintendent, if school is closed because of inclement weather; all Custodial/Maintenance employees are required to make a sincere effort to report to work. If it is impossible for the employee to report to work then he/she may use personal business, vacation, or unpaid hours.

ARTICLE XXVIII

EFFECT OF LEGISLATION

If any law now existing or hereafter enacted, or any proclamation, regulation, or edict of any state or National Agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party hereto upon notice to the other party may reopen for negotiations of the invalidated portion.

ARTICLE XXIX

MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations, or practices with which it conflicts.
- B. Copies of this Agreement shall be made at the Employer's expense and presented to all custodial maintenance employees.
- C. During the term of this Agreement, the Board will not schedule any employee to a shift which is commonly referred to as a split-shift unless mutually agreeable.
- D. The Board will pay the appropriate hourly rate in accordance with Article XXXI for the hours worked by any employee at a special activity which requires the attendance of custodial personnel, outside of the employee's regular scheduled working hours.

- E. The Union shall have access to buildings for union business with prior approval of the Employer at no cost to the Union.
- F. All discipline for cause imposed upon employees covered by this Agreement shall be corrective in nature; i.e., verbal warning, written warning, written reprimand, suspension without pay, and discharge. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated such action.
- G. The parties agree to meet at least monthly to discuss matters of mutual concern. Union representatives shall not receive pay for attending such meetings. The parties may elect to cancel a meeting if neither have any items for discussion.

ARTICLE XXX
PAY SCALE

Effective July 1, 2007 through June 30, 2011

<u>2010-11</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Classification I	\$16.80	\$16.97	Formula
Classification II	\$17.23	\$17.40	Formula
Classification III	\$17.93	\$18.11	Formula
Classification IV	\$18.73	\$18.92	Formula

The above rates reflect a \$.32 raise for 2007-08 school year. Years 2-4: Salary will increase by 50% of the percentage increase of the State Aid Foundation Allowance from the previous year, with a minimum of 1% and a maximum of 3%. If there is no increase in the Foundation Allowance, a 0.75% increase shall be applied. If the Foundation Allowance has not been determined by July 1st, then the 0.75% increase shall be applied. When the actual Foundation Allowance is determined, any increase above the minimum will be pro-rated over the remainder of the contractual year.

- A. Any new employees hired will receive twenty-five (\$.25) cents less than the rate shown above during their probationary period.
- B. The Board will contribute the retirement for each employee. This contribution does not include the employee's MIP contribution.
- C. Seniority days are to apply to the above as of hiring dates, except that promotions will be effective the first day of assignment to the new job.

Longevity	<u>2007-11</u>
11 – 15 years	\$425.00
16 – 20 years	\$475.00

21 – 25 years	\$525.00
26 + years	\$575.00

Incentive for not using sick / personal / deduct days:

\$675.00 per year

ARTICLE XXXI
TERM OF AGREEMENT AND REOPENER

This Agreement shall take effect when it is ratified and signed, except for the Pay Scale which shall be effective July 1, 2007, and shall remain in full force and effect without change, addition, or amendment until 11:59 p.m., June 30, 2011.

- (a) Notice of intention to reopen this Agreement shall be given in writing by the party desiring to reopen the Agreement on or before May 15, 2011, and negotiations shall commence as soon thereafter as shall be feasible.

- (b) This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties and no departure from any provisions of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.

CLIO CUSTODIAL/MAINTENANCE
ASSOCIATION, MEA/NEA

CLIO AREA SCHOOLS
BOARD OF EDUCATION

By _____
— Jason Reid, President

By _____
Henry Hatter, President

By _____
Ric Hoegerheide, MEA

By _____
Shawna Myers, Secretary