

# AGREEMENT

by and between

**Columbia**  
**Custodial / Maintenance Association**  
JCEA / MEA / NEA

and

**Columbia School District**  
**Board Of Education**

*Jackson County, Michigan*

2011-2013

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ARTICLE I  
**RECOGNITION**

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- A. The Board of Education of the Columbia School District (hereinafter called the “Board”) hereby recognizes the Jackson County Education Association (hereinafter known as the “Association”) as the sole representative for the purposes of collective bargaining with respect to wages, hours, terms, or conditions of employment for all custodial and maintenance employees, including custodial permanent substitute employees of the “Board”, excluding all administrative, executive, supervisory personnel, all other substitutes, and all other employees of the Board.
- B. The term “employee” when used in this Agreement shall refer only to personnel employed by the Board and defined in “A” of this Article.
- C. The term “CCMA” (Columbia Custodial Maintenance Association) when used in this Agreement shall refer only to those members of the “Association” employed by the “Board” and defined in “A” of this Article.

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ARTICLE II  
**NEGOTIATIONS PROCEDURE**

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- A. The parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at least ninety (90) days prior to the expiration date of the Agreement.
- B. This Agreement shall not be extended beyond the termination date, except by written and signed mutual agreement.
- C. The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent and/or agents officially designated by the Board, as negotiations pertain to this Agreement.
- D. The Board agrees not to negotiate with or recognize any organizations other than the Association for the duration of this Agreement.

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ARTICLE III  
**GRIEVANCE PROCEDURE**

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- A. A grievance is defined as any claim or complaint by an employee that there has been a violation or misapplication of the provisions of this Agreement. Probationary employee shall be excluded from consideration under the grievance procedure set forth in this Agreement. It is the intent of the Board and the Association to limit the grievance procedure to specific provisions of the Agreement.
- B. All time limits herein shall consist of workdays. Time limits may be extended only upon mutual consent of the parties. Failure to conform to time limits shall mean default by the party failing to conform.

- C. Grievances shall be processed by the chosen representatives of the Association. If grievance meetings occur during the working time of the grievant and/or the Association representative, they shall be allowed to make up time as determined by the administration.
- D. **Level I:** Any employee who believes he/she has a grievance shall begin by informally discussing the matter with the Supervisor within five (5) days of its occurrence with the object of informally resolving the matter.
- E. **Level II:** If, as a result of the informal discussion with the Supervisor a grievance still exists, or no decision has been rendered within five (5) days, the employee may invoke the formal grievance procedure by the employee or Association representative delivering a copy of the grievance form to the Supervisor. The written grievance form required herein is attached as Appendix B and shall contain the following items:
1. The signature of the grievant or grievants and Association representative.
  2. A synopsis of the specific facts giving rise to the alleged violation.
  3. The citation of the section or subsections of this Agreement alleged to have been violated.
  4. The date of the alleged violation.
  5. The date of filing.
  6. The specific relief requested.
- Any written grievance which is defective by omission in any of the above particulars shall be deemed to be dismissed if not remedied within two (2) days of the written notice of the missing item(s). A written grievance must be filed within five (5) days of the discussion with the Supervisor. Within five (5) days of receipt of the grievance, the Supervisor shall meet with the Association representative and affected employee in an effort to resolve the grievance. He shall indicate his disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.
- F. **Level III:** If the employee is not satisfied with the disposition of the grievance by the Supervisor, or if no disposition has been made within five (5) days of such meeting, the grievance shall be presented within five (5) days to the Assistant Superintendent or the Superintendent. Disposition of the grievance in writing to the Association by the Superintendent shall be made no later than ten (10) days following the receipt of the grievance at this level.
- G. **Level IV:** If the employee is not satisfied with the disposition of the grievance by the Assistant Superintendent or the Superintendent, or if no disposition has been made within ten (10) days, the grievance shall be presented within ten (10) days to the Board by filing a written copy thereof with the Secretary of the Board. The Board, or a committee of the Board, shall meet within ten (10) days with the Association and grievant(s) for the purpose of arriving at a mutually satisfactory solution to the grievance. Disposition of the grievance in writing to the Association by the Board shall be made no later than fifteen (15) days following receipt of the grievance at this level.

- H. **Level V:** If the alleged grievance is not settled at Level IV, the matter may be referred to arbitration. Either party may refer the matter to arbitration provided that notice to refer the matter is given to the other party within ten (10) days from the date of the Board's written decision at Level IV. Within five (5) days after the date of the written request for arbitration, a committee of the Board or its designated representative shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.
- I. Neither party may raise a new defense or ground at Level V not previously raised or disclosed at other written levels. The parties shall hold a conference not less than four (4) days prior to the hearing in an attempt to settle the grievance.
- J. Powers of arbitrator are subject to the following limitations:
1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any terms of the Agreement.
  2. He/she shall have no power to establish salary scales or fringe benefits.
  3. He/she shall have no power to decide any question which under this Agreement is within the responsibility of management to decide. In rendering decisions, the arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by the Agreement.
  4. He/she shall have no power to interpret State or Federal law.
  5. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
  6. Arbitration awards or grievance settlements will not be made retroactive beyond the date of occurrence or non-occurrence of the event the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- K. The arbitrator shall hear the grievance in dispute and shall render his/her decision in writing within thirty (30) calendar days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Employer, the Association, and the employee or employees involved.
- L. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness, or requesting such participant, except that if any hearing is conducted during normal working hours, the grievant and two (2) representatives of the Association shall be granted released time to be present at said hearing(s). The Association shall be liable for the cost of these employees and for other school employees called during the course of the hearing(s).

- M. The fees and expenses for an arbitrator shall be shared equally by the parties.
- N. In no event shall any employee be represented by an officer, agent, or representative of any organization in conflict or competition with the Association. Provided further, when an employee is represented by someone other than by the Association the Association shall have the right to have its representative present to state its views at all stages of the grievance procedure.
- O. A complaint or grievance may be withdrawn at any level without prejudice. No reprisals of any kind shall be taken by or against any participant(s) in the grievance procedure by reason of such participation. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- P. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discussing and having it resolved informally with the Employer, provided that the Association is given the opportunity to be present at the hearings or meetings of such grievances and that the final decision by the Employer is not inconsistent with the terms of this Agreement.
- Q. Any claim or grievance arising under this Contract may be processed through the grievance procedure until resolution. During the summer months, week days will be considered work days.
- R. All relevant information forming the basis of a grievance filed under the grievance procedure will be made available to the employee and to the Association.

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**ARTICLE IV  
BOARD RIGHTS**

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- A. It is recognized that the management and operation of the school, the control of its properties, the maintenance of order and efficiency, is solely a responsibility of the Board. Other rights and responsibilities belonging solely to the Board are hereby recognized, prominent among which, but by no means wholly inclusive are: The right to decide the number and location of work sites, stations, etc., work to be performed within the unit, maintenance and repair, the amount of necessary supervision, machinery and tool equipment, methods, schedules of work, direction of work, together with the selection, procurement, designing, engineering, and the control of building equipment and materials.
- B. It is further recognized that it is the responsibility of the Board to select and direct the working force, and that it is the responsibility and right of the Board to hire, suspend, or discharge, assign, promote, or transfer, to determine the amount of overtime worked, to layoff employees because of lack of work, or for other legitimate reasons.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States and Michigan General School Laws.

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ARTICLE V  
**ASSOCIATION AND CCMA RIGHTS**

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- A. The Board and the Association agree that there shall be no discrimination against any employee because of membership or non-membership in the Association.
- B. CCMA may use the school building facilities as defined in Board policy and at the discretion of the Board.
- C. Bulletin board space will be provided at convenient locations and normal school messenger service may be used by the CCMA for communication purposes to the members of the bargaining unit.
- D. Designated telephones may be used for local calls during off-duty time by CCMA or its members so long as it does not interfere with normal school operations.
- E. The Board agrees to make available to the Association in response to reasonable written requests information relating to the financial resources of the District if such information is maintained by the Board. If duplication of such forms results in a cost to the District, such cost will be billed to and paid by the Association.
- F. At the request of the CCMA, on-duty employees shall be released no more than five (5) times each year and no more than two (2) hours each time to attend general membership meetings with time to be made up later. Arrangements for the released time and make-up time shall be made with the Superintendent or his designee.
- G. Transaction of official Association business not covered in Article III shall be permitted on the premises during off-duty time.
- H. The rights granted herein to the Association shall not be granted or extended to any competing labor organizations.

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ARTICLE VI  
**AGENCY SHOP, DUES, AND PAYROLL DEDUCTIONS**

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- A. In accordance with the terms of this article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association.
  - 1. **Association Members.** Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
  - 2. **Service Fee Payers.** Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the MEA policy and procedures regarding objections to political-ideological expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.



3. **Non-payment of Dues or Service Fees.** If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the Employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed, the Employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment.

4. **Payroll Deduction.** Upon written authorization by a bargaining unit member or pursuant to paragraph a. 3., the Employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made twenty (20) equal amounts from the paychecks of the bargaining unit member beginning with the second regular pay and continuing through June of each year. Moneys so deducted will be transmitted to the Association, or its designee, no later than ten (10) days following each deduction.

- B. CCMA shall on or before the first day of September of each year give written notification to the Superintendent of the amount of its dues which are to be deducted in the coming school year under such dues authorizations.

The amounts of deductions for these dues as per said written notifications shall not be subject to change during that entire school year.

- C. The Board agrees to make payroll deductions upon voluntary written authorization from employees for the following programs approved by the Board:
  1. Credit Union
  2. Tax Sheltered Annuities
  3. Insurance

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ARTICLE VII  
**EMPLOYEE RIGHTS AND PROTECTION**

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- A. Nothing contained herein shall be construed to deny or restrict to any employee rights that employee may have under any applicable state or federal law or constitution.
- B. The private life of an employee is the employee's own affair unless the employee's conduct should adversely affect the employee's relationship with students or the discharge of the employee's responsibilities.
- C. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or handicap.

- D. The Board will provide legal advice with respect to rights and obligations an employee may have concerning an employment-related assault on said employee providing the employee has not acted in a negligent or provocative manner so as to cause the assault.
- E. Time lost by an employee in connection with any incident related to "D" above shall not be charged against the employee unless negligence is proven.
- F. The Board will reimburse the proven loss, damage, or destruction, not through personal negligence, of personal property requested or required by the Board of an employee in the performance of his/her duties. This does not include personal property brought in by employees without request or knowledge of the Board.
- G. An employee shall be entitled, at the employee's request, to have present a representative of the CCMA when being reprimanded or disciplined for any infraction of rules or delinquency in professional performance.
- H. The parties recognize the merits of progressive discipline. It is therefore agreed that progressive discipline shall be exercised and shall include, but not be limited to or necessarily be the order listed: verbal warning, written warning, reprimand, suspension with or without pay, and discharge. However, certain delinquencies such as being under the influence of intoxicating beverages or drugs, or theft, shall be just cause for immediate dismissal. Alleged breaches of discipline shall be brought to the employee's attention as promptly as possible. Written warning/reprimands shall be signed by the employee for acknowledgment purposes.

No employee shall be disciplined, reprimanded, reduced in rank, or compensation, without just cause. Any such discipline, reprimand, reduction in rank or compensation, by the Board or representatives thereof, shall be done in privacy. The employee shall be informed of the basis for disciplinary action and will be provided with all information concerning the basis for this action.

- I. Written notification of reprimand, suspension, or dismissal shall be given to the employee and unit chairperson at the time discipline is imposed.
- J. Each employee shall have the right, upon request, to review the contents of his/her personnel file in the presence of the Superintendent. The employee may be accompanied by a CCMA representative. Exempted from review shall be personal references normally sought at the time of employment.  
Any complaint directed toward an employee shall be called to the employee's attention as soon as possible, but no later than two (2) working days, if such complaint is to be made a part of the employee's personnel file. The employee may submit a written statement to be attached to and filed with the original complaint.

The Board shall not knowingly place false or incorrect information or reports in the personnel file of an employee.

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ARTICLE VIII  
SENIORITY AND REDUCTION IN PERSONNEL

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**A. Seniority:**

1. New employees hired by the Board shall serve a probationary period for the first sixty (60) calendar days of their employment. In the event a probationary employee is absent or laid off during his/her probationary period, the number of days absent will be added to the sixty (60) calendar days probationary period.
2. When an employee completes the probationary period in a satisfactory manner, he/she shall be entered on the seniority list and shall rank for seniority purposes from the date of hire.
3. At any time prior to the completion of the probationary period the employee's work performance is unsatisfactory, he/she may be dismissed by the Board. This is not to be construed as limiting the Board's prerogative to discharge after seniority has been established.
4. **Definitions.** "Seniority" shall be defined as an employee's length of continuous employment with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which the employee first reported for work at the instruction of the Employer since which he/she has not quit, or been discharged.
5. **Termination of Seniority.** An employee's seniority and employment shall terminate if he/she quits, is discharged or assumes a position outside the bargaining unit.  
  
When a regular employee becomes a substitute, he/she shall continue to hold the seniority accrued for both classification and unit.
6. Employees on layoff shall continue to accrue seniority during the entire period of said layoff.
7. Board approved leaves of absence, voluntary and involuntary transfer, and promotions shall be construed as continuous service and given credit as same.
8. In July of each year, the Board shall publish and distribute to each member of the bargaining unit a copy of the complete seniority list for the members of the bargaining unit. Such list shall include all individuals who hold seniority as a result of this Agreement.
9. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.
10. Custodial substitutes shall not accumulate seniority.

## **B. Layoff and Recall**

1. Employees who are to be laid off shall be given no less than fourteen (14) days written notice. The word layoff shall mean a reduction in the employee work force due to a decrease in work or lack of funds.
2. If a layoff becomes necessary, probationary employees shall be laid off first, District-wide. If further layoff is necessary, layoff shall be according to seniority (least senior employees shall be the first laid off) by classification. "Classification" for the purposes of this section shall refer to custodial, maintenance and building head.
3. Laid off employees shall be recalled in reverse order of layoff, within a classification, but in all cases the most senior laid off employees shall be recalled first.
4. Notice of recall shall be sent by registered mail to the employee's last known address. The employee shall have ten (10) calendar days to report to work from the date that the notice was delivered to the employee's last known address.
5. Should the Board reinstate a position that had been eliminated, or fill a position that had been allowed to remain vacant, the employee who previously held said position, if not on layoff, shall be offered the position before it is offered to laid off employees.
6. If the Board anticipates a reduction of staff, it shall meet and confer the matter with the CCMA prior to taking any formal action.
7. In the event of a layoff or job elimination, the affected employees shall have the right to bump a less senior person within their job qualification or bump back to their previous position if seniority permits.

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### ARTICLE IX VACANCIES, PROMOTIONS, AND TRANSFERS

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- A. A vacancy shall be defined as any position within the bargaining unit either newly created or a present position that is not filled.
- B. A vacancy within the bargaining unit shall be posted within seven (7) calendar days from the date of vacancy and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position.
- C. If a vacancy occurs while there are employees on layoff, the position shall be posted and those on layoff shall be notified of such vacancy by certified mail. The employee shall keep the Administration Office apprised of his/her latest address.
- D. The Board shall have the right to fill the vacancy temporarily until a transfer or promotion of an employee has been completed. This employee shall receive the pay rate of the vacancy or his/her present pay rate, whichever is higher.

E. The following format will be used to advertise vacant positions:

1. Type of work
2. Place of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification

F. When a vacancy occurs, it shall be awarded to the most senior applicant from within the classification who possesses the necessary skills and physical requirements for that specific job classification.

If an employee is currently working in the classification, or has worked in the classification for Columbia School District, he/she shall automatically be considered to possess the necessary skills.

To possess physical requirements the employee must be physically able to perform the work.

G. The successful bidder for the vacancy shall be appointed to the position on or before thirty (30) calendar days after the posting and shall begin working within forty (40) calendar days after the posting.

H. When advancing to a higher-rated classification, employees shall retain their existing rate for a working trial period of not more than sixty (60) calendar days at the completion of which they shall receive the appropriate rate for the higher classification, retroactive to the time of such promotion. If during the trial period, the employee's work is unsatisfactory, or at the request of the employee, he/she shall be reinstated in his/her previous position and will not receive the additional pay for the advanced position.

I. The parties agree that unrequested transfers are to be minimized and avoided whenever possible. In making voluntary transfers the wishes of the individual will be considered to the extent that these considerations do not conflict with the best interests of the school system.

J. The provisions in paragraph "F" shall not prevent the Board from filling the vacancy from outside the bargaining unit should those within the unit not meet the necessary skills and physical requirements of the position to be filled or should no employee desire the position.

K. Failure to follow this Article shall be subject to the grievance procedure. However, award of a higher-rated classification based on necessary skills and physical requirements may be processed only through Level IV of the grievance procedure.

L. A successful bidder, bidding within his/her classification, shall upon acceptance of that position relinquish his/her bidding privileges for a period of six months.

The only exception to this would be in bidding a higher classification.

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ARTICLE X  
**WORKING CONDITIONS - CUSTODIAL/MAINTENANCE**

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- A. An employee's "scheduled work week" shall consist of five (5) consecutive eight (8) hour work days starting Monday on his/her scheduled work shift continuing through Friday.
- B. The Board may, upon two (2) weeks notice when possible, but in no case with less than two (2) days notice, vary the starting time of any shift or individual shift by as much as two (2) hours. The Board agrees to inform the CCMA of the reasons for change. The Board agrees not to vary the starting time of any shift for inclusive periods of less than three (3) days.
- C. During the summer, Christmas, or spring break, or at other times when school is not normally in session, the work hours for all members of the bargaining unit shall be 7:00 a.m. to 3:30 p.m. These hours may be altered when necessary due to extracurricular activities, the most senior person within the building being asked first. If no one accepts, then it shall be assigned to the least senior person in the building.
- D. First shift employees shall receive an unpaid duty-free lunch period exclusive of their eight (8) hour per day work schedule. Second and third shift employees shall receive a half-hour paid lunch period during their scheduled eight (8) hour work day. The lunch period shall be scheduled directly following the first four (4) hours of the work schedule excepting as allowed by the Superintendent or designee.
- E. Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked per day; and one (1) fifteen (15) minute rest period after the second four (4) hours worked per day. Time of rest period shall be at the beginning of the second (2nd) and sixth (6th) hours of the shift. Employees shall remain in the building during rest periods.
- F. Both parties recognize the importance of maintaining the operation of the buildings, therefore:
1. When schools are closed due to inclement weather, employees shall be expected to make every effort to report for work.
  2. Inclement Weather Days. Full-time hourly employees on inclement weather days shall receive time and one-half for the hours worked. As provided in Article XV H 4.

Inclement Weather Days shall be defined as only those days that the majority of the teaching staff cannot work due to inclement weather conditions and students are not in attendance. If arriving late on inclement weather days, an employee may extend his/her shift in order to complete his/her full shift of work with approval of the superintendent or designee.

If not reporting on an inclement weather day, an employee may elect to cover his/her absence with a vacation day; otherwise, the employee shall receive lost time.

- G. A member of the custodial staff will be on duty whenever the buildings are used by outside groups renting the school facilities, as subject to Article X., Section 1., 3., a., b., c., and d.
- H. The parties recognize the importance of continuity of operation and chain of command. Therefore, it is understood that the employee is responsible to the building head or immediate supervisor with respect to normal day-to-day operations. However, it is also accepted that each building principal has a responsibility for his/her individual building and may find it necessary to request their building custodians to perform certain tasks. It is understood that each principal will, whenever possible, request custodial services through the immediate custodial supervisor.
- I. **Overtime:**
1. An overtime list will be maintained in each building and District-wide so as to provide equity of overtime as nearly as possible. If an employee is asked to work overtime and refuses, he/she shall be charged on the list as having accepted the overtime.
  2. Advance notice of overtime shall be given to the affected employees as soon as possible.
  3. Maintenance employees shall be excluded from the following overtime provisions:
    - a. Overtime shall be offered to employees within the affected building or facility in descending order according to District-wide seniority.
    - b. When all employees of the affected building or facility have been offered the overtime and declined, the overtime shall be offered to other members of the bargaining unit in descending order according to District-wide seniority.
    - c. When all employees have been offered the overtime, in accordance with the above, the overtime shall be assigned to the employee with the least District-wide seniority who is able to perform the task required.
    - d. Exceptions to the procedure as described in a. and b. above would be emergency situations which require an employee to have a shift extension, hence, overtime directly prior to or following the regular shift.
- J. The Board agrees that some tasks may require more than one employee and that assignments should be made accordingly.
- K. A weekend building check may be made by the head custodian of each building. Weekend checks may be made to check heating equipment and general conditions of the building.
- L. **Call Back.** An employee who has returned home after completion of regularly-scheduled working hours shall be expected to return to work in cases of emergency.
- M. When a building head or maintenance personnel is absent, the Board agrees a custodian will be assigned to the absent employee's position and a substitute called in to replace the custodian, if possible. Any substitution will be paid at the absent employee's rate.

- N. When rooms or areas are added or subtracted from a custodian's job assignment, the Association and the Administration shall make a mutual decision whether or not to put the position up for bid. If a mutual decision cannot be reached, the Administration shall make the final decision.
- O. Substitute custodians will be offered summer work before anyone is hired from the outside.
- P. The number of custodians on the substitute list will be at least four (4). These substitutes shall be called permanent substitutes. The District may use other substitutes in an emergency.

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ARTICLE XI  
**CONTRACTING AND SUB-CONTRACTING**

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- A. No bargaining unit member will be required to work out of their classification.
- B. The right to contract or sub-contract is vested in the Board. The right to contract or sub-contract shall not be used to reduce the work force, or their normal work hours.
- C. Substitutes shall be used to relieve bargaining unit members who are on leave, subject to the provisions of Section G, Article IX. If a laid off employee is available and willing, he/she shall be asked to do the work of the absent bargaining unit member before a substitute is called.

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ARTICLE XII  
**HEALTH AND SAFETY**

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- A. The employee(s) will inform the Board of any job hazard as soon as the employee first becomes aware of any unsafe areas, conditions, or defective equipment. The employee will exercise reasonable safety precautions in the pursuit of the employee's duties and correct hazardous and unsafe conditions occurring within the realm of the employee's responsibility and capability. The Board, upon notification of an alleged unsafe condition, shall investigate such condition and shall make reasonable adjustments in such condition if, as the result of the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee(s).

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ARTICLE XIII  
**LEAVES OF ABSENCE**

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**Paid Leaves:**

- A. Each July 1, the 12 month employees shall receive twelve (12) sick days in an individual single sick-leave bank. An employee who does not finish the year (July 1 to July 1) and has used in excess of one (1) day each month of service shall have the unearned days



deducted from their last pay. An employee who begins work after July 1 shall receive a sick-leave bank upon hire in the amount of months remaining until July 1.

- B. Each 12 month employee shall be entitled to an accumulation of the unused portion of each year's leave to be accumulated to a total of 155 working days. (Sick days shall accrue in half or full days.)
- C. In the event of absence of an employee for illness in excess of five (5) consecutive working days, the Board may at its expense require an examination by an independent physician. In situations of apparent abuses of sick leave the problem will be brought to the attention of the employees and after the third incident a physician's signed statement of proof of illness will be required.
- D. The Board may, at Board expense, require an employee to submit to a physical or mental examination by approved specialists to determine whether involuntary sick leave is warranted.
- E. Each employee will be notified by July 15 of each year the number of sick leave days carried over from the preceding year for each employee covered by this Agreement.
- F. Leave of absence with pay chargeable against the employee's sick leave allowance shall be granted for the following reasons:
  - 1. A maximum of five (5) days per year for a critical illness in the immediate family (spouse, son, daughter, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, and grandparents).
  - 2. In the event of a death of the spouse, or son, or daughter, two (2) additional working days may be granted to attend to necessary arrangements which are to be deducted from the individual sick leave bank.
  - 3. Personal illness or disability which shall include childbirth and complication of pregnancy.
- G. Three (3) days leave of absence with pay, not chargeable against the employee's sick leave allowance, shall be granted in the case of the death of the spouse, son, daughter, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, grand-children and grandparents.
- H. **Personal Leave Days:**
  - 1. Personal leave days to a maximum of two (2) days per year will be granted to a 12 month employee to attend to personal or business affairs. Unused personal leave days that are not used by the end of one year shall be added to the individual's total accumulated sick leave bank.
  - 2. A request for a personal leave day must be made in writing at least three (3) days in advance, unless the nature of the emergency preclude such notification. Then, it shall be subject to the approval of the superintendent or designee.

- I. **Personal accident involving Worker's Compensation:** Sick leave allowances for employees injured while working for the Columbia School District and thus becoming eligible for Worker's Compensation benefits shall be as follows:
1. Accumulated sick leave days shall, on an optional basis to the employee, be made available to the injured employee during the period he/she is unable to work as a result of an accident.
  2. If the employee chooses the option of using sick leave days, his/her Worker's Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily rate. The employee's sick leave would be charged with a proportionate amount of time lost based on the ratio of the school funds used to make the employee's regular daily rate.
- J. An employee called for jury duty during his/her regular working hours shall be paid the difference between the jury duty pay and the employee's regular daily pay. The District will pay the employee his/her full daily rate and the employee must reimburse the District the amount of compensation received for jury duty. Should the employee not reimburse the District, it shall be deducted from his/her third pay following completion of jury duty or upon separation, whichever is earlier.
- K. The Board will reimburse the employee on the same basis as in paragraph "J" of this Article for court appearances connected with the employee's employment by the District other than any litigation between the Board and any of its employees.
- L. Association officers of CCMA shall be excused from work to attend official functions of the Association, upon request in writing.

**Unpaid Leaves:**

- M. The following leaves of absence without pay shall be granted by the Board for up to one year when requested by employees:
1. Child care including maternity, paternity, and adoption.
  2. Personal illness or injury, if accompanied by a physician's statement. The physician's report, at the employee's expense, shall be given to the superintendent indicating need for leave.
- N. The following leaves without pay may be granted for up to one year when requested by the employee:
1. Prolonged illness in the immediate family as described in "F-1" of this Article.
  2. Job-related training.
  3. Service to the Association in an elected or appointed office with right to return to former position, if available. If not available, then right to bump the least senior employee in his/her classification.

- O. Other leaves, or extensions of leaves, may be granted at the discretion of the Board upon written employee request.

No leaves will be granted to employees for purposes of accepting other employment.

- P. Upon return from leave, the employee's previously accumulated sick days shall be restored.

**Q. Return from Leave:**

An employee returning from a medical leave of absence of one (1) year or less shall be returned to the same previously held position. If the position has been eliminated, the employee shall assume the position of the least senior employee providing the employee being bumped has less seniority than the employee returning. If the employee returning from leave does not have sufficient seniority to obtain a position, he/she shall be placed on a layoff status. Upon return from all other unpaid leaves the employee shall assume the position of the least senior employee providing the employee being bumped has less seniority than the employee returning.

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ARTICLE XIV  
**HOLIDAYS AND VACATIONS**

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**A. Holidays:**

- 1. A. The Employer will pay eight (8) hours pay for 12-month employees for the following holidays even though no work is performed by the employees:

New Year's Eve Day	Day after Thanksgiving
New Year's Day	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	Independence Day
Thanksgiving Day	Labor Day
President's Day	

- 2. Employees required to work on the above-named holidays shall receive time and one-half for hours worked in addition to their regular pay.
- 3. If an employee is on vacation on any of the above-named holidays, he/she shall be entitled to an additional day off at a later date that is mutually agreeable to the Board and the employee.
- 4. When an employee is absent the day before and/or the day after a holiday, he/she shall not receive his/her salary for the paid holiday unless his/her absence is due to personal illness or death in the family. Vacation will be exempt. In case of personal illness, he/she shall receive pay for the holiday provided he/she submits satisfactory proof of his/her illness, and further provided that he/she is eligible for any compensation during the pay period in which said holiday occurs.

**B. Vacations - 12 Month Employees:**

1. A full-time employee during the first two (2) years of employment beginning with the first day of the month nearest his/her date of hire, and including only those months or major fractions of months he/she is on the payroll, shall be entitled to vacation time of one (1) week paid vacation each year. The third through the sixth year he/she shall be entitled to two (2) weeks paid vacation. The seventh year he/she will be entitled to three (3) weeks paid vacation. The fifteenth (15<sup>th</sup>) year he/she will be entitled to four (4) weeks paid vacation.
2. **Service to Qualify** - An employee to qualify for vacation must be employed by the District for one (1) full year of continuous service. After the first full year of continuous service, vacation time will be credited on July 1 of each year and used by July 1 of the following year.
3. **Timing of Vacation** - Vacations may be taken at anytime during the year as approved by the Superintendent of Schools or designee. Should more than one employee of the same building request the same vacation period, District-wide seniority shall prevail.
4. **Mandatory to Take** - Vacations must be taken each year. A vacation may not be waived by an employee and money received in lieu of the vacation and any vacation time not taken will not accumulate. In the event an employee has a problem taking all his/her vacation in a given year, the individual will meet with the Superintendent, or his/her designee, to work out a resolution.
5. Vacation leave shall not be granted in excess of vacation credit earned by service prior to the starting date of leave.
6. Absence on account of sickness, injury, or disability in excess of that herein authorized for such purposes may be charged against vacation credit.
7. In May of each year, each employee shall be furnished with a record of accumulated vacation days.

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ARTICLE XV  
**COMPENSATION**

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- A. Employees shall be compensated in accordance with Appendix A.
- B. Time and one-half shall be paid for all work over eight (8) hours in any one (1) day and over forty (40) hours in any one (1) week.
- C. An employee "called back" shall be compensated at the applicable overtime rate as set forth above for the time actually worked or two (2) hours, whichever is greater.
- D. An employee using his/her personal vehicle at the request of the District shall be compensated at the IRS rate.

E. **Health Insurance:**

1. The Board will make premium payments for custodial/maintenance and twelve (12) month employees with the following provisions:

**PLAN A**

<b>MESSA Choices II</b>	\$10.00 / \$20.00 Prescription Co-Pay; \$10 office visit / \$25 urgent care / \$50 emergency room charge \$100/\$200 deductible
Delta Dental Plan (COB)	80/80/80 \$1,200 Annual Maximum for Class I, II, III
Term Life	\$40,000 Life and AD&D VSP-2 Silver LTD – 66 2/3% \$2,500 Maximum 90 Calendar Day Modified Fill; Freeze on Offsets; alcohol/Drug and Mental/Nervous same as any other illness

The employee will pay fifteen percent (15%) of the premium in twenty six equal installments through an IRS approved Section 125 Plan.

**PLAN B**

Delta Dental Plan (COB)	80/80/80 \$1,200 annual for Class I, II, III
MESSA Term Life	\$40,000 Life and AD&D VSP-2 Silver
LTD	Same as Plan A

Employees electing Plan B above shall receive a cash option of one hundred dollars (\$100) per month. The Employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code and is agreeable to both the Association and Board.

2. If MESSA is not the current coverage, each year MESSA choices II will be cost reviewed. The Board reserves the right to select by conventional bidding process the insurance carrier to provide benefits equal to those of the programs indicated in E.1., above.
- F. After fifteen (15) years of service, or if the employee retires in accordance with the Michigan Retirement System's rules and regulations, employees who leave the system will be paid thirty dollars (\$30.00) per day for unused accumulated sick leave.
- G. **Inclement Weather Days - Custodial**
1. On inclement weather days an employee not able to report to his/her normal workstation may report to the nearest building.
  2. If arriving late on inclement weather days, an employee may extend his/her shift in order to complete his/her full shift of work.
  3. If not reporting on an inclement weather day, an employee may elect to cover his/her absence with a personal day; otherwise, the employee shall receive lost time.
  4. An employee called in for a full shift on inclement weather days shall receive overtime for the hours worked. Employees working less than their full shift on inclement weather days shall receive no premium pay.  
  
Any inclement weather day will be paid at the rate of time and one-half.
  5. Inclement weather days shall be defined as only those days that the majority of the teaching staff cannot work due to weather conditions and students are not in attendance.
- H. **Building Check:**  
  
Employee shall be compensated at the rate of one (1) hour of premium time.
- I. The District shall pay for the required TB test for employees.

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**ARTICLE XVI  
NO STRIKE / NO LOCKOUT**

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- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional programs during the normal school year and the avoidance of disputes which threaten to interfere with such operations. CCMA agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike as defined by Section 6 of Public Employment Relations Act.

- B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.
- C. The Board agrees not to lock out any bargaining unit employees during the term of this Agreement.

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ARTICLE XVII  
**MISCELLANEOUS PROVISIONS**

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- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees now employed or hereafter employed.
- E. The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage as provided specifically by the Unemployment Laws of Michigan for all employees covered by this agreement.
- F. When a new job is created within the unit that does not fit an existing classification, the Association will be so informed. In the event the Association does not agree with the rate, as set forth by management, the rate will be negotiated.

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ARTICLE XVIII  
**SCHOOL IMPROVEMENT AND LEAST  
RESTRICTIVE/MEDICALLY FRAGILE**

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The parties agree that the topics of School Improvement and Least Restrictive Environment/Medically Fragile are of interest to both the Columbia School District and the Jackson County Education Association. The parties therefore agree to the following language:

1. **School Improvement.** Participation, outside the normal employee work day, on any school improvement committee established as a result of P.A. 25 (1990) shall be voluntary. School Improvement committee decisions that require a deviation from the collective bargaining agreement will be permitted only after a properly executed Letter of Agreement between the JCEA and the Board.
  
2. **Least Restrictive Environment/Medically Fragile.** The Columbia School District shall inform, consult with and provide needed training for any employee in any situation that arises due to Least Restrictive Environment or Medically Fragile. It is in the interest of both parties to jointly establish and implement procedures, guidelines and worker's conditions to promote the quality of education for special students enrolled in the Columbia School District as a result of Least Restrictive Environment/Medically Fragile initiative. In the event problems arise, both parties agree to work cooperatively and bargain to find a solution to the problem. In no case shall the Columbia School District be prevented from fulfilling the requirements of law.



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ARTICLE XIX  
**DURATION OF AGREEMENT**

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This Agreement shall be effective as of July 1, 2011, and shall continue in effect until the 30th day of June, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**JACKSON COUNTY  
EDUCATION ASSOCIATION**

**COLUMBIA BOARD OF EDUCATION**

By: \_\_\_\_\_  
**JCEA President**

By: \_\_\_\_\_  
**Superintendent**

By: \_\_\_\_\_  
**MEA UniServ Director**

By: \_\_\_\_\_  
**Board President**

By: \_\_\_\_\_  
**Board Secretary**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPENDIX A  
**JOB CLASSIFICATION PAY RATE SCHEDULE**

JOB CLASSIFICATION AND PAY RATE	2011 – 2012 and 2012 – 2013
Pay Rate #1 Custodial	
Probationary	<b>15.36</b>
Regular	<b>16.38</b>
Pay Rate #2 Building Head	
Probationary	<b>16.86</b>
Regular	<b>18.61</b>
Pay Rate #2 Maintenance	
Probationary	<b>16.86</b>
Regular	<b>18.61</b>

APPENDIX B  
COLUMBIA CUSTODIAL/MAINTENANCE  
GRIEVANCE REPORT FORM  
COLUMBIA SCHOOL DISTRICT

**Submit to Supervisor**

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

BUILDING	ASSIGNMENT	NAME OF GRIEVANT
_____	_____	_____

**LEVEL II**

Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Specific Article(s) and Section(s) Violated \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

C. Disposition by Supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

D. Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**LEVEL III**

A. Date Received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**LEVEL IV**

A. Date Received by Board of Education or Designee: \_\_\_\_\_

B. Disposition of Board: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

APPENDIX C  
Letter of Agreement

**between  
Columbia School District  
And  
Columbia Education Association**

**RE: Emergency Financial Manager**

An *Emergency Financial Manager* appointed to the District under the Local government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in Local government and School District Fiscal Accountability Act.”

This clause is included in this Agreement because it is legally required by State Law. The parties did not agree to this provision. By signing this agreement, the Union does not agree or acknowledge that this provision is binding either on the Union or on the Employer. The Union reserves all rights to assert that this clause is unenforceable.

**FOR THE UNION:**

**FOR THE DISTRICT:**

\_\_\_\_\_  
**Marcy Hartung**  
UniServ Director  
Michigan Education Association

\_\_\_\_\_  
**Brent Beamish**  
Superintendent  
Columbia School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date