

EMPLOYMENT CONTRACT

BETWEEN

FOWLERVILLE COMMUNITY SCHOOLS

and

FOWLERVILLE CUSTODIAL/MAINTENANCE
ASSOCIATION MEA/NEA

2018-2020

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ARTICLE I
PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees, to insure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II
ASSOCIATION RECOGNITION

Section 1. Association Recognition

- a) The Employer hereby recognizes the Association as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment.
- (b) The term "employee" as used herein shall include all maintenance and custodial employees of the Employer, excluding all substitute employees.
- (c) The Employer agrees that upon hiring any new employees who are covered by this Agreement, the Employer will send an electronic letter/communication advising the Association of the name and date of hiring of the new employee.

ARTICLE III
NON-DISCRIMINATION

The Employer and the Association both recognize their responsibilities under Federal, State, and local laws pertaining to fair employment practices, as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, marital status, disability, sex, or age.

ARTICLE IV
VISITATION

Upon request by the Association and the presentation of proper credentials, Officers or accredited Representatives of the Association shall be admitted into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances; provided, that said observation shall not be in areas which would be detrimental to the management and function of the schools and its students.

ARTICLE V
MANAGEMENT RIGHTS

- (a) The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, discharge, or demote employees for just cause (except for probationary employees to whom just cause shall not apply), subject however, to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management functions.
- (b) All rights, powers, and interests which have not been expressly granted to the Association by the provisions of this Agreement are reserved to the Employer.
- (c) It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, authority, duties and responsibilities enumerated in the Revised School Code, and conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the rights to:
1. The executive management and administrative control of the School District, its properties, equipment, facilities, and operations, and to direct the activities and affairs of its employees.
 2. Hire all employees and determine their qualifications and the conditions of their continued employment.
 3. Promote, transfer and assign all employees.
 4. Determine the size of the workforce, and to expand or reduce the workforce.
 5. Establish, continue or revise policies, and adopt work rules and regulations.
 6. Dismiss, demote and discipline employees.
 7. Establish, modify or change any work, business, or school hours or days.
 8. Determine the services, supplies and equipment for its operations, and to determine all methods and means of distributing, disseminating, and/or delivering its services and methods, and processes of carrying on the work, including automation or subcontracting thereof, or changes therein, and the institution of new and/or improved methods.
 9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations, and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organizations.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 this Agreement, and then only to the extent such specific, and express terms are in

conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

- (d) In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this Article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

ARTICLE VI STEWARDS

- (a) The employees shall be represented by a Chief Steward or Alternate who shall be chosen or selected in a manner determined by the employees and the Association.
- (b) Reasonable arrangements will be made to allow the Chief Steward or Alternate time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, by first receiving approval from the Supervisor.
- (c) Any newly hired employee shall be introduced to the Chief Steward.
- (d) The Board agrees that the Association shall be allowed up to five (5) days, with pay, to attend to Association business each year provided the Association gives the Board at least seven (7) days notice of the person(s) who shall attend and the dates of attendance and provided further that the Association reimburse the Board for the salary expenses incurred by the Board employing the substitutes. A maximum of two Association days defined in this Section may be used on any given day.

ARTICLE VII SAFETY

The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, in accordance with the Occupational Safety and Health Act, State and local regulations. Employees who do not comply with MIOSHA regulations shall be subject to disciplinary action or discharge. Employees shall immediately call the Supervisor on duty to report any serious safety problems. Employees shall enter any safety issue as a work request by the end of their shift.

ARTICLE VIII CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer.

ARTICLE IX
DISCIPLINE - DISCHARGE

- (a) Dismissal, suspension, and/or any other disciplinary action shall be for just and stated causes (except for probationary employees) with the employees having the right to defend themselves against any and all charges. The principles of progressive discipline shall be followed; however, nothing shall prevent discharge on the first offense if the misconduct warrants discharge. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Association. Among the causes which shall be deemed sufficient for dismissal, suspension and or disciplinary action are the following: possession of, use of, or work is impaired due to alcohol or drugs (see the Employer's Drug and Alcohol Free Workplace Policy), dishonesty, theft, insubordination, harrassment, comission of a misdemeanor or felony or violation of Employer's rules.

Drug and Alcohol Free Workplace

A. The Parties mutually recognize the importance of maintaining an educational and work environment free of controlled substances and alcohol that is both safe and orderly for students and Employees and maintains the public trust and confidence. To this end, the parties agree that being under the influence of alcohol or controlled substances is prohibited. The sale, possession, distribution or use of alcohol or controlled substances while on district premises, in district vehicles or while attending to job related responsibilities away from the work site is also prohibited.

B. Lockers, desks, storage areas, District vehicles and other areas where Employers may store items are property of the District and as such may be searched where reasonable cause exists to believe an Employee has vilolated Section A above.

C. The District may conduct drug and/or alcohol testing at the District's expense under any of the following circumstances;

- For Cause Testing: The District may request an employee to submit to a drug and/or alcohol test if they have reasonable cause to believe the employee may be under the influence of one of the controlled substances.
- Post-Accident Testing: Any Employee involved in an on-the-job accident or injury may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident" means not only one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

D. In the event the Board elects to institute a drug and alcohol testing program for Employees, the Board agrees to notify the Union in writing and to negotitate upon written demand.

E. Nothing contained in this article shall be construed to prohibit the Board from taking disciplinary action based upon test results obtained from authorities in the course of an investigation.

- (b) Disciplinary action shall be issued within ten (10) working days of the occurrence of the condition giving rise to it, or within ten (10) working days of the date it is reasonable to assume that the Employer first became aware of the conditions giving rise to the disciplinary action.

ARTICLE X
TRANSFERS AND PROMOTIONAL PROCEDURE

- (a) Notice of all vacancies and newly created positions, covered by the terms of this Agreement, shall be posted on employee bulletin boards within one (1) pay period from 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. Newly created positions or vacancies are to be posted in the following manner: the type of work including the job description, general tasks for the position, the place of work; the starting date; the rate of pay; the hours to be worked; and the classification. The senior employee making application shall be transferred to fill the vacancy or new position provided he/she has the necessary qualifications (interpersonal and communication skills, demonstrated ability to apply training, to work effectively with the team, specific job skills) to perform the duties of the job involved. All factors relating to the job may be taken into consideration when determining if a candidate is qualified.
- (b) Employees who are transferred by bid from custodial to a maintenance/utility positions shall serve a trial period of thirty (30) calendar days. If during the thirty (30) calendar day trial period the employee desires to return to his/her former position, the Employer shall honor his/her request, or in the event the employee's work performance is unsatisfactory to the Employer, he/she shall be returned to his/her former classification or job location and the maintenance/utility position will be posted.
- (c) Any employee who is temporarily transferred from his/her classification to another classification within the bargaining unit shall be paid either the rate of the position from which he/she is transferred, or the rate of the position to which he/she is transferred, whichever is higher.
- (d) Temporary transfers shall be for a period of more than ten (10) working days but no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event that it is not mutually agreeable to the parties to extend the temporary transfer beyond the thirty (30) calendar day time period, the position shall then be considered an open position and posted for bidding from interested employees.
- (e) When there is a temporary job reassignment of ten (10) or less working days, the maintenance Supervisor will fill the temporary job with a substitute. Preference will be given to current part time custodians and then custodians from the substitute pool. The supervisor does not need to give preference to a current part time custodian if the additional hours will create a District penalty according to the provisions of the Affordable Care Act.
- (f) If a seniority employee is absent under Article XIII, Sections (a), (b), and/or (c) due to medical reasons, then the position shall be filled by a substitute for up to one (1) year of the seniority employee's unpaid leave. The one-year deadline can be extended by mutual agreement of the Association and Administration.

If the employee on leave does not return by the end of the first year, the position will be posted for bid.

ARTICLE XI **SENIORITY**

- (a) A newly hired employee shall be employed "at will" on a probationary status for ninety (90) calendar days, taken from and including the first (1st) day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period the employee's work performance is unsatisfactory to the Employer, he/she may be dismissed by the Employer during this period without just cause and without appeal by the Association. Probationary employees who are absent during the first (1st) ninety (90) calendar days of employment shall work additional days equal to the number of days absent, and such employee shall not have completed his/her probationary period until these additional days have been worked.
- (b) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire (i.e., first day of work) within this bargaining unit. In the event two (2) or more employees have the same effective date of hire, the last four (4) digits of their social security number, beginning with the highest number first, shall determine their ranking on the seniority list.
- (c) Employees shall be laid off, recalled, or demoted according to their seniority in their classifications. An employee on scheduled lay-off shall have the right to displace the least senior employee in a lower or equivalent classification on the same shift as the laid off employee provided the senior employee is qualified to hold the position held by the least senior employee. If there is no employee with less seniority on the same shift as the laid off employee, the laid off employee shall displace the lowest senior employee on any shift. Seniority employees shall have a right of recall equal to their seniority but not to exceed one (1) year at which time the right of recall ends.
- (d) An employee will lose his/her seniority and recall rights for the following reasons;
 - 1 He/she resigns.
 - 2 He/she is discharged for cause.
 - 3. He/she is not recalled from lay-off.
 - 4. He/she does not return from unpaid leave of absence within allotted time allowed. (See Article XIII, sections (a),(b), and (c))
- (e) Seniority shall be frozen for a period of one (1) year for any employee who is transferred to a Supervisory position, with that employee having the right to exercise only the seniority that he/she had earned while he/she was a member of the bargaining unit, and displace the lowest seniority employee within the bargaining unit in the event that such employee vacates his/her Supervisory position.

- (f) An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain date of hire, employee's location and classification. Seniority shall be as of date of entry into the bargaining unit (Article XI, subsection b) .

ARTICLE XII
NEW JOBS

- (a) The Employer shall notify the Association, in writing, when new jobs or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Association in writing of any such temporary job which has been placed into effect upon the institution of such job.
- (b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Association. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Association may request in writing the Employer to negotiate the classification and rate of pay. In a case where the parties are unable to reach agreement on the classification and/or rate of pay, the issue may be submitted to the Grievance Procedure. When a new classification has been assigned a permanent rate of pay either as a result of the Association not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the Grievance Procedure, the new classification shall be added to and become a part of Schedule "A" of this Agreement.

ARTICLE XIII
UNPAID LEAVES OF ABSENCE

- (a) An "unpaid leave of absence" shall mean that a seniority employee is on a leave of absence and is not receiving wages paid by the District. Worker's compensation and/or disability benefit pay and/or District-paid insurance shall not be considered to be wages paid by the Employer. Non-seniority employees shall not have a right to unpaid leaves.
- (b) A seniority employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work, and has exhausted all means of compensation from the Employer, shall be given a leave of absence for the duration of such disability but not to exceed his/her seniority or one (1) calendar year, whichever is less, provided he/she promptly notifies the Employer of the necessity therefore, and provided further that he/she supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence, and for the continuation of such absence when the same is requested by the Employer.
- (c) An employee who, because of illness or accident which is compensable under the Worker's Compensation Law, is physically unable to report for work shall be given a leave of absence for

the duration of such disability but not to exceed his/her seniority or one (1) calendar year, whichever is less, provided he/she promptly notifies the Employer of the necessity therefore, and provided further that he/she supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence, and for the continuation of such absence when the same is requested by the Employer.

- (d) Leaves of absence shall be granted to seniority employees for a period not to exceed twelve (12) months for prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house.
- (e) Leaves of absence shall be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.
- (f) A pregnant employee shall, by the end of the fourth (4th) month, furnish the Employer with a statement from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do, and the length of time that she may continue to work. When she is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence. Upon her return to work, she will be required to furnish to the Employer a medical statement from her physician indicating that she is physically able to return to work.
- (g) The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
- (h) Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.
- (i) Any employee in the bargaining unit who is either elected or appointed to full-time office or position in the Association, whose duties require his/her absence from his/her work, shall be granted a leave of absence for the term of such office or position.
- (j) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee, and a copy sent to the Association.
- (k) An employee who meets all of the requirements as herein before specified shall be granted a leave of absence without pay, and he/she shall accumulate seniority during his/her leave of absence, and he/she shall be entitled to resume his/her regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the employee and the Employer.
- (l) An employee must provide one (1) week written notice prior to returning to work from any unpaid leave of absence.

- (m) Full time eligible employees may take Family Medical Leave(FMLA) as provided by law and Board Policy. FMLA shall be concurrent with paid leave. If the employee fails to return to work on his/her volition, the employee will reimburse the District the insurance premium paid by the District.

ARTICLE XIV
GRIEVANCE PROCEDURE

Definitions:

- (a) A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.
- (b) The time elements in the Steps may be shortened or extended upon written mutual agreement between the parties.
- (c) For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.
- (d) Any employee or Association grievance not presented for disposition through the Grievance Procedure within ten (10) working days of the occurrence of the condition giving rise to the grievance, or within ten (10) working days of the date it is reasonable to assume that the employee or the Association first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Association, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not thereafter be considered a grievance under this Agreement.

Step One:

- (a) Any employee having a grievance shall discuss the grievance with his/her Supervisor and they shall attempt to resolve it.
- (b) If the grievance is not settled verbally, the employee may, no later than ten (10) working days later, file a written grievance and request a meeting with the Association Representative and Supervisor to discuss the grievance.
- (c) The Supervisor shall have ten(10) working days after the meeting to reply in writing to the grievance.

Step Two:

- (a) No later than ten (10) working days after the receipt of the Supervisor's response, the Association Representative may submit the grievance in writing to the Superintendent of Schools or his/her designee stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged Contract violation. The employee and the Association Representative shall sign the grievance.

- (b) The Association Representative and grievant shall meet with the Superintendent of Schools or his/her designee to discuss the grievance within ten (10) working days of its written submission to the Superintendent of Schools or his/her designee.
- (c) The Superintendent of Schools or his/her designee shall give his/her decision in writing relative to the grievance within ten (10) working days of his/her meeting with the Association Representative.

Step Three:

- (a) Any appeal of a decision rendered by the Superintendent of Schools shall be presented to the Board of Education within ten (10) working days, and the Board of Education shall meet with the Association Representative and grievant at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent of Schools was not satisfactory.
- (b) The Board of Education shall give a decision in writing relative to the grievance within ten (10) working days of the meeting with the Board of Education.

Step Four - Arbitration:

- (a) If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, and determines to appeal to arbitration, then within ten (10) working days from the date of receipt of the answer given by the Board of Education, the grievance must be submitted to arbitration but only by the Association (an individual employee may not appeal to arbitration).

The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration procedure. The parties may mutually select the arbitrator prior to filing with the American Arbitration Association but the administration of the arbitration procedure shall be through the American Arbitration Association and its rules shall govern.

- (b) The arbitrator, the Association, or the Employer may call any person as a witness in any arbitration hearing, and each party shall be responsible for the expenses of the witnesses that they may call.
- (c) The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.
- (d) The fees and the expenses of the arbitrator shall be shared equally by both parties.
- (e) The arbitrator shall render his/her decision within thirty (30) calendar days from the conclusion of the arbitration hearing.
- (f) The decision of the arbitrator shall be final and conclusive and binding upon all employees, the Employer, and the Association.

ARTICLE XV
HOURS AND WORK WEEK

Section 1. Work Week

- (a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:00 a.m. Monday.
- (b) The normal work day shall be eight (8) consecutive hours plus a one-half (1/2) hour unpaid lunch period.
- (c) The District may schedule employees at its discretion for a regular 40 hour work week from Monday morning at 12:00 a.m. until Sunday night at 11 : 59 p.m. In the event that a position's regular 40 hour work week is going to be shifted, at least 21 calendar days notice will be given to the employee(s) effected.

Section 2. Overtime Rates Will be Paid as Follows:

- (a) Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period, all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned. Effective with the ratification of this Contract, any employee working on Sunday, other than his/her regular work schedule, shall receive double his/her hourly rate.
- (b) Approved hours which have been granted as per this Agreement such as sick days, holidays, vacation days, and approved time, shall be recognized as time worked for the purpose of computing overtime.
- (c) Administration will maintain a continuing building usage analysis and, in consultation with the Association, assign additional custodial coverage on an as needed basis. If a custodian is called in for or assigned weekend work, other than his/her regular work schedule, he/she will be guaranteed at least two (2) hours at time and one-half (1 ½) his/her regular rate on Saturday and double his/her regular rate on Sunday. These weekend rates are in effect from 12 am Saturday through 11:59 pm Sunday.

Section 3. Snow Removal:

- a) All snow removal will be conducted by the regular maintenance/utility staff. In the event that the Maintenance Director determines that additional employees will need to be utilized for snow removal, the Director will consult the snow removal roster defined below:

- a. Custodians who would like to have an opportunity to participate in snow removal (beyond their regular responsibilities) need to email the Director prior to October 1st requesting to be added to the snow removal roster. The snow removal roster shall be maintained by the Maintenance Director and published for employees to view after October 1st. Those employees who choose not to sign up, shall be eligible to substitute for snow removal, but will not be eligible for full consideration for snow removal hours until the next year's sign up period. New employees who wish to be eligible for snow removal shall sign the roster within their first ten (10) days of hire.
- b. To be eligible for snow removal, custodians must attend voluntary training on how to operate the plow equipment safely and to learn the District processes and procedures for snow removal. This training will be conducted after the first snowfall of significance.
- c. Additional snow removal hours will be assigned by the seniority of those who signed the snow removal roster beginning with the most senior employee on the roster provided they have been trained. When an insufficient number of employees are available for snow removal, employees on the snow removal roster will be assigned beginning with the lowest seniority qualified employee on the roster. Employees on the roster who decline the hours two times during the school year will be removed from the roster and will only be able to sub for the duration of the school year.
- d. Any custodian doing snow removal with a District vehicle will be paid at the utility worker hourly rate for the period in which they are plowing snow.
- e. If there is not sufficient employees from the snow removal roster to remove the snow, the Maintenance Director can fill the positions at his discretion.

Section 3. Call Back

Whenever an employee is required to return to work after the completion of his/her regularly scheduled working hours, he/she shall receive pay for the actual time worked at time and one-half (1-1/2) his/her regular rate, or a minimum of one (1) hour's pay at his/her straight-time hourly rate, whichever is the greater.

Section 4. Distribution of Overtime

Overtime assignment shall be made by supervision and shall be offered, divided, and rotated according to the following procedure:

- (a) An overtime log will be kept for the District. It will list all unit members starting with the employee with the lowest seniority in the unit and ending with the highest seniority in the unit. Seniority checklists for bid meetings and overtime logs will be kept and monitored by the Custodial/Maintenance Director and Association leadership. The overtime list (used for assigning mandatory overtime) will be reset each year on July 1.
- (b) An overtime meeting will be held at either 2:00 or 2:30 p.m. on the first Monday of each month. On the Friday before the meeting, a chronological list of overtime opportunities will be sent to all unit members by email. At the meeting, the Custodial/Maintenance Director or designee will offer each opportunity, in chronological order, to each custodian from highest seniority to lowest in the unit

and then to the each maintenance/utility person from highest seniority to lowest in the unit.

- (c) If an employee is not available to attend the overtime meeting, s/he can designate a proxy but must notify the Custodial/Maintenance Director of who their proxy will be at least an hour prior to the meeting.
- (d) If no one volunteers for the overtime, the events will be offered to sub custodians. If events still remain, the overtime log will be used to assign the overtime to the next (more senior) employee on the overtime log.
- (e) Any new Employee to the unit will be added to the top of the overtime log but given the next mandatory overtime assignment after the conclusion of their 90 day probationary period (after which the list continues where it left off prior to the interruption of the pattern).
- (f) At no time will employees be assigned overtime that schedules them to work more than 12 consecutive hours by mutual agreement. (Winter operations for snow removal are exempt from this section.)

Section 5. Shift Differential

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 4:00 p.m. and 12:00 midnight, will receive a shift differential of fifteen cents (\$.15) per hour (2nd shift) for all hours worked that day. Employees who are regularly scheduled for four (4) or more hours of work between 12:00 midnight and 8:00 a.m., shall receive a premium of thirty-five cents (\$.35) per hour (3rd shift) for all hours worked that day.

Section 6. Rest Periods

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first (1st) four (4) hours worked, and one (1) fifteen (15) minute rest period during the second (2nd) four (4) hours worked per day, as scheduled by the Employer. Employees cannot leave District property during their break and cannot take the break in conjunction with their lunch period or with their other break.

Section 7. Test Requirements

All tests must be satisfactorily completed by June 20 of each year. Employees may use up to the time recommended by the course provider on two days after school is out in June to complete the tests during their work day. The Employer will schedule the days and locations and make sure computers and a computer technician are available.

ARTICLE XVI
SICK LEAVE AND FUNERAL LEAVE

Section 1. Sick Leave

- (a) Each employee covered by this Agreement will be entitled to sick leave accumulated in an individual single sick leave bank at the rate of one (1) day per month with a limit of sixty (60) days.
- All provisions of the insurance contract shall be controlling in determining eligibility for disability benefits. Disability occasioned by work-related injury shall be exclusively covered by Worker's Compensation.
- (b) Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, injury, or for medical, dental or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee is as above defined. For the purpose of this Section, immediate family shall be defined as spouse, parents, child.
- (c) Records of sick leave accumulated and taken shall be available to the employee or the Association upon request.
- (d) Upon leaving employment of the District after a minimum of ten (10) years, the employee shall be paid at a rate of \$30.00 per day for all accumulated sick leave up to and including sixty (60) days.
- (e) Accumulated sick leave will be reflected on the employee's pay stub on a monthly basis.
- (f) A pregnant employee shall, by the end of the fourth (4th) month, furnish the Employer with a statement from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do, and the length of time that she may continue to work. When she is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence. Upon her return to work, she will be required to furnish to the Employer a medical statement from her physician indicating that she is physically able to return to work.
- (g) Employees who have used no sick days between July 1 and December 31st may submit a request for a payment of a \$100 attendance incentive to the human resource director at Central Office by January 31st. Employees who have used no sick days between January 1st and June 15th may submit a request for a payment of a \$100 attendance incentive to the human resource director at Central Office by June 15th to be paid from the same fiscal year. If no sick days were used throughout the entire year, the request for payment on June 15th should be for \$200, as the employee will have earned \$300 total for the year.
- a. An employee's use of school business days, jury duty, union business days, bereavement leave, personal days, vacation days or sick/personal/vacation leave on Act of God days in accordance with the contract will not be counted against earning the attendance incentive.

Section 2. Funeral Leave

- (a) All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to be the spouse, parents, legal guardian, brothers, sisters or children or wards of the employee. A total of two (2) working days off with pay shall be granted for death of grandchildren, grandparents, mother-in-law, father-in-law, brother-in-law or sister-in-law, step brothers and step sisters. One (1) day with pay shall be provided for aunts and uncles. Additional time off for traveling to said funeral shall be granted, and such additional time shall be charged to sick time. The District will consider extenuating circumstances, if more than two (2) days is needed for the above person. The employee can request the Superintendent or his/her designee to consider additional days.

Section 3. Personal Business Days

- (a) Two (2) business days a year may be used for personal business. Any of the employee's unused personal business days shall be added to the employee's accumulated sick leave at the close of the school fiscal year, in addition to his/her accumulated sick leave.
- (b) The purpose of this leave is to relieve the employee of financial hardship in situations over which he/she has no control.
- (c) Personal business means an activity that requires the employee's presence during the work day, and is of such a nature that it cannot be attended to at another time of day. Personal business days shall not be used as vacation days.
- (d) Application for personal business leave must be submitted in writing at least five (5) working days in advance and responded to within five (5) working days (except in the event of an emergency when a short notice may be acceptable).
- (e) A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first (1st) and last days of the school year.
- (f) If an employee requests to take consecutive business days, a reason for the request will be made to the Superintendent or his/her designee in writing for consideration and approval, if appropriate.

Section 4. Emergency Leave

In the event of an emergency, paid and/or unpaid leave may be granted at the discretion of the Superintendent.

ARTICLE XVII
HOLIDAYS

- (a) The Employer will pay the normal day's pay for the following holidays, even though no work is performed by the employee:
- | | |
|---------------------|-------------------------|
| New Year's Eve Day | New Year's Day |
| Memorial Day | July Fourth |
| Labor Day | Day before Thanksgiving |
| Christmas Eve Day | Thanksgiving Day |
| Christmas Day | Day after Thanksgiving |
| Day after Christmas | Good Friday |
- (b) Employees required to work on any of the above named holidays shall receive double time (2X) for hours worked in addition to the regular holiday pay.
- (c) If an employee is on vacation on any of the above named holidays, he/she shall receive an additional day's pay at his/her normal daily rate for the holiday. In the event that an employee is on sick leave on any of the above named holidays, he/she shall not have that day charged against his/her allowable sick leave.
- (d) Employees must work the last scheduled day before and the first (1st) scheduled work day after the holiday to receive holiday pay. Exceptions will be made only as specifically provided under this Agreement.
- (e) When the scheduled holiday falls on a weekend and either the Friday prior to the holiday or the Monday after the holiday are school session days, the employees shall be paid their normal daily rate of pay for the holiday. If either the Friday prior to the holiday or the Monday after the holiday are not school session days, the employees shall then be allowed to take these days upon proper notification to the Employer.

ARTICLE XVIII
HOSPITALIZATION

The Board shall participate in the Livingston County Health Care Consortium (Consortium). The Parties voluntarily waive and relinquish their respective rights under the Public Employment Relations Act (PERA) for the period beginning January 1, 2018 and concluding December 31, 2020 to negotiate any contrary durational commitment with regard to the procurement and maintenance of the specified insurance products and employee benefits plans through the Consortium. The District and the Association agree that their designation of specified insurance products and employee benefit plans through the Consortium satisfies their mutual obligation to bargain over the benefits, policy specifications, and coverage of those insurance products and employee benefit plans, and that neither party shall be obligated to bargain with respect to those matters for the duration of the commitment to maintain those insurance products and employee benefit plans as indicated in the Consortium contract.

The Consortium Agreement shall not waive, qualify, or diminish in any way, the respective rights and obligations of the District and the Association to negotiate over allocation of premium responsibility between the District and enrolled Association bargaining unit members for the insurance products and employee benefits plans in which those individuals and their eligible dependents (if applicable) are enrolled subject to the restriction on District expenditures for medical benefit plan costs under the Publicly Funded Health Insurance Contribution Act. Nothing in the Consortium Agreement constitutes a limitation on the obligation of the District to comply with those provisions of state or federal law that limit or regulate the amount of District payment for medical benefit plan costs.

- (a) The Employer and eligible employees will share the total cost of hospitalization insurance, for the employee and his/her legal dependents, less riders not agreed to by the parties. In the event an employee's spouse is employed by someone other than the Board, and his/her employer provides comparable health insurance coverage, the Board shall be relieved of any liability for the purchase of health insurance for said employee. Not later than the third (3rd) Monday of July of each year, every employee shall certify in writing that his/her spouse does not have comparable insurance coverage at his/her place of employment.

The employer currently contributes \$4,842.61 for Single coverage, \$11,136.46 for Two-person coverage, or \$12,588.89 for Family coverage of the annual premium cost for the Health Insurance. Each January 1 this cap will increase by two times (2x) the rate as the State maximum rate increases per MCL 15.563 until the District cap is equal to the State hard cap. Employee contributions will be deducted on a bi-weekly basis. New employees hired after July 1, 2012 will not be eligible for District paid health insurance coverage. The District will abide by all PPACA requirements. Employees will be offered coverage that meets the minimal essential coverage. Employees offered coverage as specified by PPACA. The employee is responsible for 100% of the total additional cost of the PPACA coverage.

Those full-time employees hired after July 1, 2012 shall receive \$100.00 per month cash-in-lieu. Those full-time employees hired before July 1, 2012 who waive Pak A shall receive \$250.00 per month cash-in-lieu.

ARTICLE XIX **VACATIONS**

- (a) All employees covered by this Agreement shall receive vacation with pay according to the following schedule as of June 30th:

One (1) year of service but less than two (2) years – Five (5) days of vacation with pay.

Two (2) years of service but less than five (5) years – ten (10) days of vacation with pay

Five (5) years of service but less than ten (10) years – fifteen (15) days of vacation with pay

Ten (10) years of service and over – Twenty (20) days of vacation with pay.

Years of service for determining the amount of vacation time shall be calculated by first subtracting the year of hire from the current year. If the 2nd, 5th, 10th, year is reached after July 1, the amount of vacation time increase shall be prorated for that year. If the hire date is the 15th of the month or prior, the month shall count for the proration. For example, if an employee is hired on September 10th and will have five (5) years of experience on that date, the month of September shall count for the proration and the employee will receive 10/12s of the five (5) day vacation increase for that year.

- (b) A newly hired employee shall receive pro-rata vacation allowance which shall be earned from his/her date of hire until June 30th following his/her date of hire. Every year thereafter, he/she will earn his/her vacation time from July 1st to June 30th. All employees who are currently employed will earn their vacation time computed same as above.
- (c) To be eligible for a full vacation, an employee must have worked eighty percent (80%) of his/her regularly scheduled work hours. In the event that an employee works less than eighty percent (80%) of his/her regularly scheduled working hours, he/she shall receive pro-rata vacation allowance based on his/her actual percentage of hours worked. Vacation time shall not be granted for less than one-half (1/2) day units.
- (d) Employees terminating employment or on a leave of absence shall receive pro-rata vacation allowance based upon one-twelfth (1 /12th) of the vacation pay for each month or major fraction thereof between his/her anniversary date and his/her termination date.
- (e) Employees desiring their earned vacation time shall submit their vacation request dates to the Maintenance Supervisor by the first Friday in June. The Maintenance Supervisor will approve these vacation requests based upon seniority order and shall respond to the employee within five (5) working days from the first Friday in June.

After this deadline, employees desiring their earned vacation time shall furnish a minimum of one (1) week's advance notice to the Maintenance Supervisor. Such requests are subject to approval upon arranging proper scheduling. These vacation requests will be granted on a first-come, first-served basis.

- (f) Employees who use no sick days [as defined in Article XVII, Section 1, subsection (b)] during the Contract year (July 1st - June 30th) shall be granted one (1) additional vacation day subject to the provisions of Article XX.
- (g) The current status of each employee's available vacation days shall be recorded on each pay stub.

ARTICLE XX
ACT OF GOD DAYS

Whenever an Act of God day or days would be declared by the Employer, Employees shall make every effort to report for work unless otherwise notified by his/her supervisor. In the event the employee is not able to report to work, he/she may use an available sick day, vacation day or personal day in order to be compensated.

ARTICLE XXI
JURY DUTY

Employees requested to appear for jury qualification or service shall receive his/her pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for jury service. If an employee spends more than court documented four (4) hours on jury duty, the employee shall not be required to report for work on that day. If the employee spends four (4) hours or less on jury duty, he/she shall be required to report to work. Time spent traveling to jury duty in Federal Court will be included in the four hours.

ARTICLE XXII
BENEFITS/PAYROLL

- (a) It is hereby agreed between the parties hereto that in the event that an employee who is covered by this Agreement works less than the established hours in his/her classification, he/she shall be entitled to a pro-rata portion of all the benefits as provided under this Agreement based on the hours the employee works for the Employer. Employees hired for less than an average of 20 hours per week after July 1, 2009 will receive no benefits.
- (b) The Board will provide employees with the opportunity to participate in a Flexible Benefit Plan as defined by the Internal Revenue Service Regulation Section 125 and the Fowlerville Community School Plan Document which will specify Plan options.
- (c) Upon appropriate authorization from the bargaining unit member the Board shall remit within fifteen (15) working days all monies to the appropriate business for 403(b), 457's and other approved programs between the Board and Association.
- (d) Employees must properly execute and personally deliver to the business office authorization for payroll deposit. The Board agrees to deposit the specified sum(s) into one or two designated banking institutions.
- (e) The 403(b) Qualified Retirement Plan for Accumulated Sick Leave Pay//Incentive Pay//Special Pay" (403(b) vendor on the District approved list) is as follows:
 - (1) All employees who are eligible for accumulated sick-leave and vacation pay shall participate in this program.

- (2) All accumulated sick-leave pay and vacation pay shall be paid by the employer to an approved 403(b) account provider by June 30th.
- (3) Employees who are 55 years or older by December 31st of the year in which they resign, shall have all amounts from above places in the 403(b) account by the timelines listed above and shall incur no penalty for immediate withdrawal.
- (4) Employees who are less than 55 years old by December 31st of the year in which they resign and take distribution shall be subject to a 10% penalty for any withdrawal prior to age 59.5. To offset this penalty, any employee who is less than 55 years old before December 31st of the year in which they resign, shall receive an additional 2.35% of his/her total deposit added to the 403(b) account.

ARTICLE XXIII **CLASSIFICATION AND COMPENSATION**

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A, attached hereto and made a part hereof by reference.

ARTICLE XXIV **SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

Section 1.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer, unless executed in writing between the parties hereto, and the same has been ratified by the Association.

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

Section 3.

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 4.

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

ARTICLE XXV BINDING EFFECT OF AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXVI TERMINATION AND MODIFICATION

- (a) This Agreement shall continue in full force and effect until June 30, 2020.
- (b) If either party desires to modify this Agreement it shall, ninety (90) calendar days prior to the termination date or any subsequent termination date, give written notice of amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement.
- (c) The effective date of this Agreement is July 1, 2018

ARTICLE XXVII MISCELLANEOUS

- a) **PROFESSIONAL DEVELOPMENT** – Employees may be released and paid their daily wage to attend appropriate professional development activities such as workshops, conferences, classes, etc., upon request and approval of the supervisor.
- b) **BUILDING TOURS FOR STAFF** – New employees will be provided a building tour of the building before starting a position in a new building to familiarize the employee with the location of mechanical equipment, the custodial closets, lock-up procedures, etc. Upon request, an employee shall be granted a refresher tour to verify what they need for their shift or for overtime assignments. These tours will be conducted by the building's lead custodian or the supervisor, depending on the time of the tour.
- c) **CUSTODIAL SUPERVISOR**- The position of Custodial Supervisor will not be part of the Custodian unit and will not have the option to exercise the right to displace anyone on the seniority list in the event this individual had been part of the bargaining unit previously. The Custodial Supervisor may work up to four (4) hours per day on custodian duties which can and will include: working in a custodian position during vacation periods, during emergency situations and performing custodian duties for the Board of Education Office and other assigned areas.

SCHEDULE A

WAGE SCHEDULE

I. Grandfathered Custodians

All current custodial/maintenance employees as of 6/15/06 would be grandfathered:

Hilts, Terry
Wolverton, Dan

II. Custodians will receive the following wages:

Custodians hired after July 1, 2012

<u>2018-2019</u>	<u>2019-2020</u>
Step I \$13.96	\$14.31
Step II \$ 14.31	\$14.66

Custodians hired prior to July 1, 2012

<u>2018-2019</u>	<u>2019-2020</u>
\$16.06	\$16.30

III. Utility and Maintenance

<u>2018-2019</u>		<u>2019-2020</u>
Utility	\$17.95	\$18.22
Maintenance I	\$20.04	\$20.34
Maintenance II	\$21.04	\$21.34

Maintenance employees move from level I to level II by presenting Human Resources with a certification from an accredited institution or similar skilled trades training institute in Electrical, Plumbing or HVAC. Preapproval of certification coursework must be granted by Human Resources prior to taking the course.

IV. Longevity:

a. 6-10 Years	\$400
b. 11-15 Years	\$450
c. 16-20 Years	\$500
d. 21-25 Years	\$550
e. 26+ Years	\$600

Longevity payments will be made during the first pay period in June.

- V. The Employer agrees to pay the legally specified contribution to the Michigan Public Schools Employees Retirement Fund on the gross wages for each employee covered by this Agreement.
- VI. All job descriptions are included in the employee handbook.

IN WITNESS WHEREOF the parties have hereunto set their hand and seals.

THE FOWLerville EDUCATIONAL SUPPORT CUSTODIAL/MAINTENANCE
ASSOCIATION MEA/NEA

This Agreement shall be effective upon ratification by both parties. This Agreement shall be in effect from July 1, 2018 through June 30, 2020. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Dan R. Tate
Association Representative

7/25/18
Date

[Signature]
Association Representative

7-25-18
Date

BOARD OF EDUCATION FOWLerville COMMUNITY SCHOOLS

Michael D. Brown
School Board President

August 14, 2018
Date

Alicia M. Bookman
School Board Secretary

8/14/18
Date