

**AGREEMENT**

**between**

**CRESTWOOD SCHOOL DISTRICT**

**and**

**MICHIGAN EDUCATION ASSOCIATION**

**February 11, 2013, to and including June 30, 2014**

**Crestwood School District  
Dearborn Heights, Michigan**

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## **AGREEMENT**

This Agreement made this 11<sup>th</sup> day of February, 2013, by and between the Board of Education of the Crestwood School District, hereinafter called the "Employer" and the Michigan Education Association, hereinafter designated as the "Union."

NOTE: The headings used in the Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth the rates of pay, wages, hours of employment and other conditions of employment agreed upon between the parties as required by the Public Employment Relations Act, Act 379 of the Public Acts of 1965, as amended.

### **ARTICLE I - RECOGNITION**

**Section 1.** The Employer recognizes the Union to the extent required by Public Act 379, as amended, as the sole and exclusive bargaining representative for all full and regular part-time Custodial and Maintenance employees, but excluding head custodians, supervisors and all other employees.

**Section 2.** The provisions of this Agreement and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, handicap or union activity.

An alleged violation of this Section may be grieved through Step 2, shall not be subject to arbitration, but may be processed before the appropriate federal and state agencies.

### **ARTICLE II - UNION SECURITY**

**Section 1.** All employees covered by this Agreement following thirty (30) days after the effective date of this Agreement or thirty (30) days after the commencement of employment, whichever comes later, shall have deducted from their pay monthly either:

- (a) Membership dues of the Union, or
- (b) Representation service fees in an amount directly attributable to costs of collective bargaining representation, contract administration and grievance adjustment but not more than the amount of dues uniformly required of members of the Union.

**Section 2.** The Union shall certify to the Board at the beginning of each school year the membership of the Union subject to deductions of membership dues and the amount of the monthly Union dues to be deducted. The Union shall also certify to the Board at the beginning of each school year, the amount of the monthly representation service fee to be deducted, which amount shall be directly attributable to the costs of collective bargaining representation, contract

administration and grievance adjustment but not more than the amount of dues uniformly required of members of the Union. These amounts so certified and deducted shall be forwarded to the Union, provided that when an employee objects to the legitimacy of such deductions, the deductions shall be discontinued until a determination of the legitimacy of the deduction has been adjudicated to finality in the proper administrative and/or judicial forums.

**Section 3.** The Union agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability, including but not limited to, backpay damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this Article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Union to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this Article, except as provided in Article III, Section 7 (Grievance and Arbitration).

**Section 4.** The Board of Education shall provide the Union a revised and up-to-date list of employees within the bargaining unit on July 1 of each year.

**Section 5.** The School District and the Association recognize that the enforcement of Public Act 53 of 2012 has currently been enjoined by order of the United States District Court for the Eastern District of Michigan. The parties agree that, as a result of that Court Order, the dues deduction provisions of their collective bargaining agreement shall remain in full force and effect, subject to further decisions of courts or administrative agencies of competent jurisdiction.

### **ARTICLE III - GRIEVANCE AND ARBITRATION**

**Section 1.** **Definition of a Grievance.** Except as otherwise provided, a claim by an employee, group of employees, or the Union, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement shall be deemed a grievance under this contract and will be subject to the grievance procedure as hereinafter provided.

**Section 2.** **Time Limits.** The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Employer's last answer. In the event that the Employer shall fail to supply the Union with its answer at a particular step within the specified time limits, the grievance may be processed to the next level.

**Section 3.** **Time Limits.** In computing the time limits below, Saturdays, Sundays and Holidays are to be excluded.

**Section 4. Steps.**

Step 1. (Verbal). An employee shall discuss the alleged grievance with his/her Supervisor (i.e., the Supervisor of Maintenance and Operations) within ten (10) days of the occurrence of the cause for complaint. When notified of the desire of an employee to discuss an alleged grievance, the supervisor shall arrange a time to meet and discuss it within five (5) days of the request for discussion. The employee may request the presence of the Vice President of the Local Union. In the absence of the Vice President, the President shall handle Step 1. The Supervisor shall have five (5) days after the discussion to provide an answer to the employee.

Step 2. (Written). In the event that the employee is dissatisfied with the results of the meeting with the Supervisor on the matter or if no answer has been provided to the employee within the specified time line, then the employee or the Union may submit a written grievance on the grievance form shown in Attachment A to the Business Manager within five (5) days of the due date for the Supervisor's answer. The written grievance shall name the employee(s) involved, state the facts, identify the provisions alleged to be violated by appropriate reference, indicate the relief requested and be signed by the employee. Said grievance shall be submitted to the Superintendent if the Business Manager is the supervisor responsible for the action giving rise to the grievance and with whom the first discussion has taken place. A meeting on the grievance shall take place with the Union President and the Grievant within five (5) days after receipt of the written grievance. The Business Manager (or Superintendent when applicable) shall have five (5) days to respond to the grievance, in writing, setting forth his position on the matter. The response shall be delivered to the employee, with a copy to the Local Union President. In the absence of the Union President, the Vice President shall handle Step 2.

Step 3. In the event the Union is dissatisfied with the response at Step 2, within five (5) days after the Local Union President has received the response to the grievance, the President may request, in writing, a meeting with the Superintendent or his designee. The Superintendent or his designee shall meet with the Local Union President and the Grievant within five (5) days of receipt of the request. The Uniserve Director may also be present. The Superintendent or his designee shall have five (5) days to respond in writing setting forth his/her position on the matter.

Step 4. A grievance, as defined in this Agreement, which remains unsettled after Step Three of the Grievance Procedure may be submitted to arbitration by either the Union giving written notice to the Superintendent or the Employer giving written notice to the President of the Local Union, within the twenty (20) day period following the Superintendent's answer at Step 3.

Within ten (10) days following receipt of the notice to arbitrate, a representative from the Union and the Superintendent or his/her designee, shall either mutually agree to one of the arbitrators from the panel below or select one of the arbitrators from the panel below by blind draw.

The arbitrators on the panel list shall be:

Mark Glazer  
Patrick McDonald  
Ann Patton

**Section 6. Arbitrator's Authority.** The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The Arbitrator shall have no power or authority to add to, detract from, alter, or modify the terms of the Agreement. The Arbitrator shall have no power to substitute his judgment for that of either party where the party is given discretion by the Agreement.

**Section 7. Cost of Arbitration.** Each party shall bear its full costs of the arbitration and will pay one-half (1/2) of the cost for the arbitrator.

**Section 8. Discharge.** Notwithstanding the foregoing procedures for the processing of grievances, a grievance challenging the suspension and/or discharge of an employee may automatically bypass the oral step of the procedure (Section 4) and a written grievance shall be filed at Step 2 within ten (10) days of the date of suspension and/or discharge. The Step 2 meeting on discharge cases shall take place within three (3) days after the filing of the written grievance. The Union will be notified, in writing, of any discharge action.

**Section 9. Union Release Time.** Every employee has the right to meet with their Union representation when the employee believes that he/she has a grievance. The Local Union officials (President and Vice President) shall be permitted up to forty-eight (48) hours, in total, annually in which to investigate grievances which may arise and may be released from their normal duties upon advance notice to their supervisor for this purpose. The Local Union official shall also notify the supervisor of the area entered when arriving to investigate a grievance. The investigation shall not reasonably interrupt the regular work schedule or operation of the location.

**Section 10.** Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

#### **ARTICLE IV - HOURS OF WORK**

**Section 1. Regular Time.**

- A. The work day shall consist of eight (8) hours and the work week shall consist of forty (40) hours.
- B. There shall be one fifteen (15) minute rest period for each four (4) hours of work.

- C. An employee shall be given twenty-four (24) hours notice prior to any change in shift or work location. No employee shall be denied any hours normally scheduled for a workday or workweek due to a change in shift or work location.
- D. In the event the employer deems it necessary to close schools due to inclement weather, members of the bargaining unit will be notified by their supervisor regarding whether they are to report for work. In the event they are not required to report to work, they will receive payment for hours scheduled. If an individual employee is required to work, he/she will be paid time and one-half for all hours worked.

**Section 2. Overtime.**

- A. Time and one-half shall be paid for all hours in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. All excess hours must have prior approval of the employee's immediate supervisor.
- B. Time and one-half shall be paid for all hours worked on Saturday in excess of forty (40) hours worked per week and double time shall be paid for Sunday work in excess of forty (40) hours worked per week, except for Sunday and holiday building check, which will be paid at time and one-half. All Saturday and Sunday work shall have prior approval of the employee's immediate supervisor.
- C. Opportunities for scheduled custodial overtime work on the workdays Monday through Friday shall first be offered to seniority employees regularly scheduled to work in the building, classification, and on the day requiring the overtime in accordance with the overtime record. In the event of refusal, overtime shall next be offered to those seniority employees scheduled to work in the building and classification requiring the overtime who have previously "signed up" to accept overtime on their day off. In the event no employees have "signed up," or in the event of refusal, overtime shall be assigned to and performed by the lowest seniority employee scheduled to work on the day of overtime in the classification and building requiring the overtime.

Opportunities for scheduled custodial overtime work on Saturday and Sunday shall first be offered to seniority employees regularly scheduled to work in the building, classification and on the day(s) (Saturday/Sunday) requiring the overtime in accordance with their overtime record. In the event of refusal, overtime shall next be offered on a district-wide basis to those seniority employees working in the classification requiring the overtime who have previously signed-up to accept overtime on their day off. In the event no employees have "signed-up," or in the event of refusal, overtime shall be assigned to and performed by the lowest seniority employee scheduled to work on the day of overtime in the classification and building requiring the overtime. If no employee is regularly scheduled to work on the day of overtime, then the assignment shall be made to and performed by the lowest seniority employee working in the classification and building requiring the overtime.

If a custodial employee previously signed up for overtime on his/her day off, and refuses an overtime assignment five (5) times during the school year, then the employee's name shall be removed from that "sign-up" sheet for six (6) months or for the balance of the school year, whichever is less.

Overtime for maintenance employees shall be rotated among maintenance employees on an equitable basis.

Employees refusing any overtime offered shall be charged the greatest number of overtime hours worked by an employee on that day.

Employees who are transferred to a new classification will be charged with the highest number of overtime hours that exist in that classification.

A current record of overtime worked or refused shall be kept and posted in all buildings for all classifications and a copy shall be provided to the Union President weekly.

Overtime which has not been previously scheduled shall be assigned to an employee in the classification and building requiring the overtime. This assignment shall not be subject to the equalization of overtime and the employee assigned the overtime will not be charged on the overtime record.

Should a claim be made by an employee at least twenty-four (24) hours prior to the start of the overtime assignment, that he or she should have been assigned instead of someone else, the steward shall be consulted and a final decision made as to who should work the overtime assignment. If the Employer and the steward agree, the matter shall be settled. If they do not agree upon who will work the assignment, it may be contested in the grievance procedure. In all cases of error of assignment, where the claim of error is not brought to the Employer's attention at least twenty-four (24) hours prior to the start of the overtime assignment, the error shall be remedied by assigning the next available overtime which arises within thirty (30) days of the overtime assignment missed. The overtime assigned to remedy the error shall be of equal hours and on the same days of the week as the overtime assignment missed.

- D. Holiday time shall be considered time worked when computing overtime.
- E. There shall be one fifteen (15) minute rest period for each four (4) hours of overtime worked.
- F. Employees assigned to the maintenance department shall sign in and out at the maintenance office when arriving at work and departing at the end of the workday. The only exception to this provision will be when a maintenance employee has been assigned to a full shift at one location.



**Section 3. Holidays.**

A. The following days, each year, are recognized as holidays with pay, for all full-time, seniority employees:

Friday before Labor Day (provided school is not in session)  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
Day after Christmas  
New Year's Eve  
New Year's Day  
Good Friday  
Monday after Easter  
Memorial Day  
Independence Day

- (1) No work shall be scheduled on Labor Day except by special permission from the Union with the exception of the regular building check.
- (2) The employees shall be granted at their option, without pay, the day following the 4th of July holiday.

B. When one of the above enumerated holidays shall fall on Sunday, then Monday shall be deemed the holiday. When one of said holidays falls on Saturday, then Friday shall be deemed the holiday. When Christmas or New Year's Day falls on Sunday, then Monday will be deemed the holiday and Friday will be deemed the day before the holiday. When Christmas or New Year's falls on Saturday, then Friday shall be deemed the holiday and Thursday will be the day before the holiday. When Christmas falls on Monday, then Friday will be deemed the day before the holiday. In the event provisions of this paragraph conflict with the pupil school year, the holidays will be scheduled during non-school days. Every effort will be made to make related holidays consecutive.

C. The employees shall be paid time and one-half for all holidays worked and in addition thereto, shall receive the holiday pay. Holidays are set forth in Section A above.

D. Notwithstanding anything in this contract contained to the contrary, the workday scheduled before and after the holiday shall be worked to receive holiday pay. The only exception in the contract to this provision shall be with the written consent of the Employer.

**Section 4. Call-In Pay.** An employee called to work or permitted to come to work without having been properly notified that there would be no work in his/her regular assignment will be paid at least four (4) hours of employment at his/her regular straight time hourly rate. Provided,

however, an employee shall be required to perform such duties as may be assigned by the supervisor.

## **ARTICLE V - WAGE PROVISIONS**

**Section 1.** The Wage Schedule shall be part of and supplementary to this Agreement.

**Section 2.** It is understood that all employees shall receive only the wages, privileges, working hours, or conditions set forth in this Agreement.

**Section 3.** Employees assigned to the duties of a Custodian-Leader will be paid at the appropriate rate for any days when they are scheduled as a Leader, excluding periods when working on the same shift with the Head Custodian.

### **Section 4.**

- A. All employees shall be placed on the salary schedule as a Custodian, Custodian-Leader, or Maintenance Worker.
- B. Custodian shall follow written and oral assignments by the employer and perform all cleaning and related duties, including but not limited to, sweeping floors, mopping, scrubbing floors, cleaning light fixtures, plumbing fixtures, carpet sweeping and cleaning of blackboards and walls, setting-up for meeting and classroom operation.
- C. Custodian-leader shall follow oral or written assignments by the employer and perform all duties of a Custodian I. Their assignment shall also include supervision of the physical plant and securing of it at times when no Head Custodian is on duty in the building.
- D. Maintenance worker shall follow oral and written assignments by the Employer, including but not limited to, door, window and hardware repair, plumbing repair, glazing, maintenance of equipment and furniture, painting and grounds care. Their assignment shall substantially be full-time in the maintenance and upkeep of the building, grounds and equipment of the District.
- E. Employees in the classification of Maintenance Worker only shall perform glazing duties, except under extreme circumstances which endanger the health of any person or property of the District.
- F. Anyone higher than Custodian, if absent for part or all of a shift, shall be replaced by an employee at the rate of Custodian-Leader.

In the event the work in which an employee is assigned is substantially full-time in building or grounds maintenance for a day or part thereof, he shall be compensated at the rate of a Maintenance Worker.

In no event shall a substitute replace an employee at a classification of Custodian-Leader or higher if a regular Custodian is available within the building and willing to accept such position.

Provided, however, the three provisions set forth above shall only be applicable and enforceable if the regular seniority employee has the ability and qualifications to do the work of the absent employee as determined by the Employer.

- G. The Employer may, in its sole discretion, require the direct deposit of pay checks in a manner consistent with law.

## **ARTICLE VI - VACATIONS**

**Section 1.** All full-time fifty-two (52) week employees upon completing one (1) year employment with the Employer shall be entitled to vacation days with pay on the basis of five-sixths (5/6) day for each month remaining between the anniversary date of hire and subsequent July 1. Those forty (40) hour employees who work less than full time (52 weeks) shall be entitled to vacation on the same basis for each one hundred sixty-one (161) hours on the payroll. Those employees scheduled for less than forty (40) hours a week shall qualify on the above basis for each one hundred seventeen (117) hours of work.

**Section 2.** All full-time employees shall be entitled to paid vacation based on seniority as of July 1st according to the following schedule:

1 Year	-	2 Weeks
5 Years	-	3 Weeks
10 Years	-	4 Weeks

Employees shall be entitled to three (3) weeks or four (4) weeks vacation upon the appropriate anniversary date of hire as provided above. If such day is other than July 1, the additional vacation period shall be prorated on the ratio of five-fourths (5/4) day and five-thirds (5/3) day for three (3) and four (4) weeks vacation respectively for the period from their anniversary date to the following July 1.

Those full-time fifty-two (52) week employees who are on the payroll less than twelve (12) months in any year shall be entitled to paid vacation on the basis of five-sixths (5/6) day for each one hundred sixty-one (161) hours on the payroll for employees scheduled for forty (40) hours a week or one hundred seventeen (117) hours for those employees scheduled for less than forty (40) hours a week. In no event shall the number of days exceed the schedule above.

Reference to five-sixths (5/6) day reflects eligibility for two (2) weeks of paid vacation. Ratios of five-fourths (5/4) day and five-thirds (5/3) day shall be used for three (3) week and four (4) week vacation periods, respectively when applicable.

**Section 3.** All employees must take their vacation during each contractual year and shall schedule all vacation periods on non-instructional days, except when permission is received from

the Employer. Employees may carry over from the preceding school year to the subsequent school year up to one (1) week of their entitled vacation. However, all carryover vacation days must be taken during the summer recess.

**Section 4.** All accrued and earned vacation will be paid to the employee by the Employer when employment is severed for any reason excepting disciplinary reasons outlined in Article VIII.

**Section 5.** If a holiday occurs during vacation period of any employee, such employee shall receive an additional day's vacation with pay.

## **ARTICLE VII - SENIORITY**

### **Section 1. Definition.**

- A. Seniority shall be granted to all bargaining unit members that have successfully completed their probationary period. A probationary period will extend for ninety (90) calendar days from the date of most recent hire. The probationary period may be extended additional days upon the mutual written Agreement of the parties.
- B. Seniority shall be determined from the date of most recent hire within the bargaining unit.

### **Section 2. Loss of Seniority.**

Seniority rights shall be lost for any of the following reasons:

- A. Employee quits.
- B. The employee does not report to work on a call-back within two (2) calendar days after being notified by telegram or certified mail, at the last known address, unless the failure to report is due to extenuating circumstances beyond the control of the employee, which circumstances have been detailed by the employee to his/her immediate supervisory, or business manager. Such circumstances must be verified and approved within the next two (2) days referred to above.
- C. Seniority employees discharged for just cause.
- D. The employee is laid off for a period of one (1) year or the length of his/her service, whichever is greater, but not exceed four (4) years.
- E. Is absent for two (2) consecutive working days without notice to his/her employer.
- F. Fails to return from a leave of absence at the designated time unless an extension has been granted prior to the expiration of the leave or unless failure to report is due to extenuating circumstances as provided in paragraph B above.

**Section 3. Layoff.**

- A. In the event it becomes necessary to layoff employees because of lack of work, probationary employees will be laid off first, then those employees with the least seniority in the classification affected will be laid off. Notwithstanding the foregoing, employees in the classification of maintenance worker or motor vehicle mechanic may bump employees with less seniority in a lower classification. No employee being laid off may bump an employee in a higher classification.
- B. Recall. In the event it becomes necessary to recall seniority employees who have been laid off, employees on layoff will be recalled in order of greatest seniority within classification.
- C. An employee shall not be required to accept temporary work or reduced hours in order to retain their seniority.
- D. Where two or more present employees have the same date of hire a drawing of lots will occur within thirty (30) days after the approval of this contract to determine a ranking order for purposes of layoff and recall.

The relative seniority of future employees hired on the same date shall be determined by ranking employees on the seniority lists in descending numerical order of the last four digits of their social security number.

- E. Notwithstanding any provision of the Collective Bargaining Agreement to the contrary, for purposes of layoff and recall only, and not for any other purpose, the President shall head the seniority list in his/her classification.

**ARTICLE VIII - DISCIPLINARY ACTION AND DISCHARGE**

**Section 1.** Probationary employees may be discharged within the employer's sole discretion at any time and there shall be no recourse to the grievance procedure. Seniority employees shall only be discharged for just cause.

**Section 2.** When an employee within the bargaining unit completes this probationary period, the Employer shall immediately notify the Union.

**Section 3.** Just cause for immediate discharge of seniority employees, or the employer may, in its sole discretion, impose a lesser form of discipline, shall include, but not be limited to, the following:

- (a) Dishonesty;
- (b) Drunkenness;
- (c) Willful destruction of property;
- (d) Insubordination;
- (e) Fighting;

- (f) Loss of seniority pursuant Article VII, Section 2;
- (g) Absent without authorized leave for two (2) days or more;
- (h) Breach of employment contract;
- (i) Failure to comply to the reasonable rules, regulations and directions of his/ her immediate supervisor or the administrative agent of the employer;
- (j) Breach of moral turpitude;
- (k) Sexual abuse of any employee, student, parent, visitor or minor child.

In the event the employee feels his discharge is unjustified, he may utilize the provisions of the Grievance Procedure contained in Article III.

**Section 4.** It is understood that the Employer shall have the right to test for alcohol or drugs based on 1) a reasonable suspicion that an employee is under the influence of alcohol or drugs during work hours; 2) as part of a physical exam for new hires; and 3) following a serious or potentially serious incident, accident or injury while in the course of employment.

If an employee is required to take a drug or alcohol test based on reasonable suspicion, the employee will be provided with a Union Representative and will be given the opportunity to explain his/her behavior, action or appearance. The Employee shall have the right to grieve whether or not the Employer's reasonable suspicion was in fact "reasonable" under the circumstances. If the matter is grieved, the results of the drug/alcohol test shall remain confidential until the grievance is processed through the Grievance Procedure and/or Arbitration. In the event the grievance is upheld, the test results shall be destroyed."

## **ARTICLE IX - LEAVES OF ABSENCE**

**Section 1.** In the event of extended illness or disability requiring a written leave of absence without pay, the position of the employee shall be considered vacant and shall be filled by the hiring of a probationary employee. Unless employees in the same classification are on layoff, in which event provisions of Article VII, Section 3-B, will apply.

**Section 2.** **Unpaid Leaves.** Any employee granted an unpaid leave of absence must notify the Employer of their intent to return to work or resign within fifteen (15) days prior to the last day of their leave of absence. Failure to make such notification shall result in discharge. Request for leaves of absence without pay and other employee paid benefits shall be submitted by employees with at least one (1) year of seniority.

- A. **Medical.** A leave of absence shall be granted to an employee, who is medically certified as physically unable to perform their duties of employment and who have exhausted all paid sick days, for the duration of the illness or disability, but not to exceed one (1) year. Seniority will accumulate during such leave. Extension of up to one (1) year may be granted by the employer. Seniority will accumulate during such leave.
- B. **Other.** A leave of absence for other reasons may be granted, at the discretion of the Employer, for a period of up to three (3) months. By mutual agreement such leave of

absence may be extended, but not to exceed one (1) year. Seniority will accumulate during such leave.

- C. **Military.** In the event of conscription or enlistment in the Armed Services of the United States, the employee shall be granted a leave of absence. They will accumulate seniority and will be returned to work in line with seniority providing they report within ninety (90) days after discharge.
- D. **Public Office.** The Employer may grant a leave of absence to any employee who is elected to serve in public office. Seniority will accumulate during such leave.

**Section 3. Sick and Personal Leave.**

- A. Each member of the bargaining unit will July 1st of each year be credited with ten (10) sick leave days, three (3) days of which may be used for personal reasons. Effective October 13, 2003, employees shall be allowed to accumulate earned but unused sick leave days to a maximum of 55 days. New employees completing their probationary period after July 1st, of any fiscal year, shall be credited with five-sixths (5/6) of a sick leave day for each month remaining in the fiscal year subsequent to completion of their probationary period. The determination of the proration of personal days shall be computed in the same manner.
- B. The purpose of the three personal days such leave shall be to insure the employee against loss of income because of absence due to illness or transactions of personal business which cannot be taken care of outside the regular working day.

Requests for personal leave days must be made at least forty-eight (48) hours in advance and approved by the supervisor. In the case of emergency, the time requirement may be waived. Employees shall provide evidence to verify the need for personal days. In the event the employee is unable to provide such evidence or, if in the opinion of the supervisor, the evidence is not satisfactory, the employee's request for personal days shall be referred immediately to the Business Manager to review.

Acceptable reasons for use of personal days include legal business, funerals, and medical appointments or illness of members of the immediate family.

- C. If a holiday occurs while an employee is off due to illness, the day will be paid as holiday and will not be deducted from either the annual leave days granted or any accumulated sick leave credit.
- D. Employees exhausting sick days shall, upon exhausting sick leave, immediately submit a written request for a leave of absence for medical reasons.

**Section 4. Funeral Leave.** An employee shall be entitled to up three (3) days of paid funeral leave, between the date of death and the date of the funeral, as a result of death in the employee's immediate family, or one (1) paid bereavement day if notification of death occurs on

a workday and the employee does not attend the funeral. Immediate family shall be defined as spouse, children, mother and father (natural or adoptive), mother-in-law, father-in-law, grandparents, grandchildren, brother or sister. Said days shall not be cumulative.

**Section 5.** A report of unused leave days shall be distributed annually for each employee.

**Section 6.** The Employer may grant a personal leave of absence, without wages, during the Christmas/New Year's student recess period to any employee(s) requesting the leave by November 1. In deciding to grant the requested leave, such factors as manpower needs, building cleaning schedules, requested vacations, availability of temporary and/or substitute employees, etc., will be considered, but the decision of the Superintendent of Schools, or his designee, shall be final and shall not be the basis of a grievance.

**Section 7. Jury Duty.** Any employee with one (1) or more years seniority who is summoned and reports for jury duty, other than Grand Jury Duty, shall be paid a daily allowance by the employer for each day partially or wholly spent in performing jury duty if the employee otherwise would have been scheduled to work. The amount of such daily allowance shall be equal to the employee's loss of straight-time earnings less his jury duty fee. In the event the employee is excused from jury duty by 12:00 noon, the employee shall report to work for the balance of his/her shift.

**Section 8.** An employee subpoenaed as a non-party witness or as a party defendant with the Employer in a judicial proceeding connected with the employee's employment shall be paid a daily allowance by the employer for each day on which the employee reports to court pursuant to the subpoena and in which the employee would otherwise have been scheduled to work. The amount of such daily allowance shall be equal to the employee's loss of straight-time earnings less the daily witness fee paid to the employee. If the employee is released from court by 12:00 noon, the employee shall report for work for the balance of his/her shift.

**Section 9. Tests and Examinations.** The Employer may, at its discretion, require employees to submit to physical and medical tests and examinations by an Employer-appointed doctor/ physician when such tests and examinations are considered to be of value to the Employer in maintaining a capable workforce, employee health and safety, etc., provided, however, the Employer will pay the cost of such tests and examinations.

In the event there is a disagreement between the employee's physician and the Employer's physician concerning the employee's ability to do his job or return to his job, at the written request of the employee, the parties will appoint a specialist from Henry Ford Health System or the University of Michigan Medical Center whose decision on the employee's fitness to return to work shall be final and binding on the parties. The cost of the specialist shall be paid by the Employer.

**Section 10.** For any absence which exceeds three (3) consecutive workdays, or in the event there is a questionable absence(s) on the part of an individual employee, the employee shall, upon request, provide the Business Manager with written certification substantiating the need for such absence. Such certification may be requested from a qualified physician.



## ARTICLE X - INSURANCE

### Section 1.

- A. The Board shall provide coverage for hospital-surgical medical benefits. Coverage shall be the in-network deductible of \$250/\$500 and out-of-network deductible of \$375/\$750 with a \$20 Office Visit, including Chiropractic; and prescription drug rider of \$5 generic, \$30 brand.

The District may take any action in compliance with Michigan Public Act 152 of 2011, and payroll deductions are authorized for this purpose. In the event that Public Act 152 of 2011 is repealed, or declared unconstitutional or legally not effective by a court or administrative agency, employees taking health insurance through the School District shall make the following monthly contributions toward the cost of that health insurance: \$82.00 for single coverage, \$106.00 for two-person coverage, and \$130.00 for family coverage.

**Section 2.** A term life insurance policy will be provided to each member of the bargaining unit with a face value of \$20,000. Effective December 1, 2006, increase Life Insurance by \$5,000 to \$25,000.

**Section 3.** Medical insurance shall be available to employees on leave of absence as provided below:

- A. Employees on compensable injury leave shall receive hospital insurance as provided in Section 1 above for a period of ninety (90) days after the initial date of such leave, notwithstanding the provisions of Article VI, Section 3, employees will be allowed to take accrued vacation days prior to commencement of any compensable injury leave, unless otherwise provided by applicable COBRA Regulations.

In addition employees on compensable injury leave may purchase medical insurance through the Employer Group Insurance plan for a period of up to one hundred eighty (180) days, or until the end of the fiscal year, whichever occurs later.

- B. Employees who exhaust all paid leave days and are granted an unpaid medical leave of absence shall be entitled to medical insurance for a period of ninety (90) days commencing with the initial date of the leave of absence. Such employees at the end of the ninety (90) days, if still on leave of absence, may purchase medical insurance through the Employer Group Plan to continue coverage to the end of the leave of absence. If either date is other than the first of the month, the monthly premium will be prorated between the employer and the employee.
- C. Employee on unpaid leave of absence, other than as provided above, may purchase medical insurance through the employer Group Plan commencing with the first day of the leave of absence and ending with the last day of the leave of absence. If either day is

other than the first of the month, the monthly premium in excess of the employee's monthly contribution of \$100 will be prorated between the employer and the employee.

**Section 4.** The School District shall pay the premiums to provide to seniority employees with the District's LTD policy (i.e., 60 calendar day wait; 60% not to exceed \$2,000 per month). The School District shall provide to seniority employees, upon request, a schedule of insurance and summary plan description, but a seniority employee's entitlement to benefits shall be subject to, and governed by, the terms and conditions of the group insurance policy.

Disability shall be defined and administered in accordance with the District's LTD Policy.

**Section 5.** The Board shall provide, without cost to the employee, coverage for dental benefits. Coverage shall provide for eighty percent (80%) co-payment for routine treatment, fifty percent (50%) co-payment on major treatment, with an annual benefit of \$750 on each eligible member of an employee's family. Orthodontic coverage shall provide 50% copayment and a lifetime maximum of \$750 for each eligible member of employee's family. Dependents shall be defined within the insurance contract.

**Section 6.** The District will provide, without cost to the employee, an optical program comparable to SET SEG Plan IV (i.e., 80% with \$64 contact lenses) for eligible employees who enroll in the plan.

**Section 7.** The insurance provisions of this Article shall apply only to full-time seniority employees.

**Section 8.** To be eligible for the insurances set forth herein, the employee must enroll in the applicable plans. In the case of health insurance, new employees (those hired after 9/1/99) must sign a disclaimer that they are not otherwise covered by another employer-paid health plan. If said employee chooses to be covered by another employer-paid health plan and subsequently loses such coverage, the employee will be eligible to enroll in the District's Employer health plan upon the first of the month following such loss of coverage.

Except as otherwise provided under COBRA, the insurance coverage listed above shall be discontinued on the day the employee's services are terminated, or at the end of the month in case of layoff or leave of absence (except as otherwise provided in Section 3 above).

Coverage and benefits under the above plans are subject to the terms and conditions contained in the contracts between the Employer and the carrier/provider. The employee reserves the right to select the carrier/provider, to change carriers/providers or to become self-insured, provided substantially equal coverage is obtained.

## **ARTICLE XI - RETIREMENT**

**Section 1.** Employees who retire under the provisions of the Michigan School Employees Retirement Fund shall receive the following stipend:

<u>Completed Years of Service</u>	<u>Stipend</u>
10 years but less than 15	\$600
15 years but less than 20	\$700
20 years but less than 25	\$800
25 years or more	\$900

Such payment shall be made immediately to employees who have reached the mandatory retirement age. All other eligible employees may receive such payment after at least one (1) year of retirement in which time no unemployment compensation claim has been filed against the Employer.

In the event of death of the retiree prior to the one (1) year requirement, the benefit shall be paid to the retiree's estate.

**Section 3 2.** The Board may adopt a mandatory retirement policy which requires retirement of employees at the minimum age permitted by law.

### **ARTICLE XII - BULLETIN BOARD**

The Employer agrees to provide a bulletin board in each building so placed as to be accessible to all employees covered by this Agreement, exclusively for Union announcements and notices of meetings.

### **ARTICLE XIII - LOCKER AND WASHROOM FACILITIES**

**Section 1.** The Employer agrees to provide adequate locker and washroom facilities for all employees covered by this Agreement. In the event of a dispute between the Employer and the Union relative to the adequacy of such facilities, the said dispute shall be resolved according to the terms of the Grievance Procedure.

**Section 2.** When an employee is required to work under conditions causing them to become completely covered with dirt and grease, they shall be granted a cleanup time not to exceed thirty (30) minutes.

### **ARTICLE XIV - MILEAGE**

Whenever an employee is required by his immediate supervisor to use his own automobile for the Employers business, he will be reimbursed at the rate of thirty-one cents (.31) for all miles driven, or at the prevailing rate established by Board policy.

### **ARTICLE XV - MISCELLANEOUS**

**Section 1. Job Posting.** When the need arises to hire a new employee to fill a job vacancy within any job classification, the Board shall notify the Union of such vacancy, in writing, and shall post notices of such vacancy on all bulletin boards for a period of four (4) days. Employees desiring to be considered for such vacancy shall notify their immediate supervisor, in writing,

during such four (4) day period. The selection of an employee to fill such vacancy shall be made on the basis of seniority, and the skill required to perform the job and the detrimental affect a transfer may have on the work operations of the School District as determined by the Employer. Any upgrading to fill a job vacancy shall follow the procedure mentioned above. When notices pertaining to the employees are posted, the Union shall be provided a copy of the notice and will acknowledge the receipt of same by initialing a copy for the records of the Employer.

**Section 2. Snow Removal.** Excluding persons operating snow removal equipment, workers shall not be required to work outdoors in inclement weather except in emergencies or when deemed necessary by their supervisor. Custodial personnel may be asked to clean porches and stairs and a portion of adjoining sidewalk not to exceed a distance of three (3) feet except for the entrances to buildings. During emergencies or blizzard conditions, custodial personnel may be required to assist in snow removal work.

**Section 3. Scrub Team.** When classroom and hallways are to be scrubbed and waxed, the scrub team shall consist of two (2) employees. Large spaces such as gymnasiums or cafeteriums, the Employer will attempt to provide three (3) employees for the scrub team.

**Section 4. Conference Training.** Those employees selected by the Employer to attend the annual Plant Operation and Transportation shall receive no loss of regular pay and shall receive remuneration for expenses incurred in accordance with appropriate Board of Education policies.

**Section 5. Interschool Mail.** President shall be granted the use of interschool mail.

**Section 6. Payroll Checks.** Payroll checks will be distributed on Thursday evenings prior to the regular pay day to afternoon shift employees. If any such employee is absent on a regular basis on Fridays following distribution of checks this requirement may be revoked in their case. Notwithstanding the foregoing, the Employer may, in its sole discretion, require the direct deposit of paychecks in a manner consistent with law.

**Section 7. Tuberculin Test.** Tuberculin tests are required of public school employees every three (3) years. The cost of such test will be reimbursed by the Employer at the prevailing rate charged by the Wayne County Health Department or the actual cost, whichever is lower. A receipt must be presented to receive reimbursement.

**Section 8. Work Assignments.** The Employer will make work assignments within a building which will distribute the work load in an equitable manner. Whenever any employee questions the equity of an assignment, representatives of the Employer and the Union will meet to resolve the issue before instituting the provisions of the Grievance Procedure as set forth in the contract.

Employees in the bargaining unit shall not be assigned to supervise pupils.

**Section 10. Asbestos Removal.** If the Employer assigns employees to remove asbestos and not independent contractors, then the Employer will assign two employees to work together to perform the particular assignment when two persons are mandated under the Toxic Substances

Control Act, being 15 USC 2601, et seq., as amended. Provided, however, an alleged violation of this Section shall not be the basis of a grievance or subject to the Grievance Procedure.

**Section 11. Copies of Contract.** There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one by the Union.

Copies of this Agreement shall be printed at the expense of the Employer, within thirty (30) days after the Agreement is signed, and presented to all bargaining unit members now employed or hereafter employed by the Employer. In addition, the Employer shall provide without charge to the MEA Staff Representative for the Union a complete and accurate copy of this Agreement on diskette, as well as five (5) printed copies of said Agreement.

**Section 12. Union President Training Classes.** The Union President or his/her designee, upon fifteen (15) days prior written notice to the Employer from the Union and the Employee, shall be granted two (2) days off work with pay each contract year for attendance at training classes.

**Section 13. Calendar.** For information purposes only, the District will attach a copy of the school calendar, if one has been adopted by the Board by the time this contract is printed. It is understood that the school calendar is not negotiated with this Bargaining Unit and is subject to change by the District.

**Section 14.** The parties recognize that State law requires that the following provision be included in this collective bargaining agreement: An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

## **ARTICLE XVI - RIGHTS OF BOARD**

**Section 1.** There is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and Constitution of Michigan and the United States or which have heretofore properly exercised by it, excepting where expressly limited by the provisions of this Agreement.

**Section 2.** The management of the School District's operations, the control of its property and maintenance of order and efficiency, and the direction of the working forces and the right to hire, promote, assign, suspend, discipline, transfer, the right to relieve employees from duty because of lack of work or other proper reasons, the right to schedule hours or require overtime work and the right to establish rules pertaining to the operations are vested exclusively in the school district.

**Section 3.** 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.

## **ARTICLE XVII - SUBCONTRACTING**

While it is recognized that the decision whether or not to contract or subcontract for services and the impact of the contracting on bargaining unit employees is within the sole authority of the Employer, the Employer agrees to discuss the matter with the Union prior to any final action of the Board.

## **ARTICLE XVIII - NO-STRIKE CLAUSE**

The Union, its officers, representatives and members agree that it shall not strike for any purpose during the term of this contract. The Union, its officers, representatives and members further agree they shall not directly or indirectly direct, instigate, participate in, encourage or support any strike against the Employer or the School District.

## **ARTICLE XIX - HEALTH AND SAFETY**

**Section 1.** The Board of Education shall make reasonable provisions for the health and safety of its employees during the hours of their employment. The Board will cooperate with the Union in investigating health and safety conditions and will carefully consider any recommendations made by the Union in respect thereto. The Union will cooperate in assisting and maintaining the School Board's rules regarding health and safety.

**Section 2.** Equipment shall be kept in good condition. Workers may refuse to use any equipment which might prove hazardous due to lack of repair if the same is determined by their immediate supervisor.

**Section 3.** The Employer shall provide a reasonable quantity of work gloves for use of the employees. Employees in the category of Maintenance Worker shall receive \$100 per school year for the purchase of three (3) pair of work uniforms. Effective July 1, 2007, the allowance shall be increased to \$150. Care of said uniforms shall be the responsibility of the employee.

A committee consisting of Maintenance employees and the Business Manager will meet to standardize the uniforms, i.e., shirts.

**Section 4.** Protective wearing apparel such as knee boots and raincoats shall be available for all employees required to work in inclement weather.

**Section 5.** Where the safety of an employee may be endangered due to work at an elevation of one or more stories in height or performing work in a crawl space tunnel, two employees will be assigned to the job.

**ARTICLE XX - DURATION OF AGREEMENT**

This Agreement shall be effective as of the date of ratification by the Board and shall continue, to and including, June 30, 2014. This Agreement shall expire on June 30, 2014.

CRESTWOOD SCHOOL DISTRICT

MICHIGAN EDUCATION ASSOCIATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**APPENDIX A - WAGE SCHEDULE**

**February 11, 2013 to June 30, 2014**

	<b>Custodian</b>	<b>Custodial Leader</b>	<b>High School Leader</b>	<b>Maintenance</b>
Start	\$16.30	--	--	\$18.91
1 Year	\$16.79	\$17.26	\$17.51	\$19.18
2 Years	\$16.95	\$17.41	\$17.69	\$19.65
8 Years	\$17.47	\$17.95	\$18.21	\$20.27

The following pay scale shall apply to members of the bargaining unit hired on or after ratification of this Agreement by both parties.

**February 11, 213 to June 30, 2014**

	<b>Custodian</b>	<b>Custodial Leader</b>	<b>High School Leader</b>	<b>Maintenance</b>
Start	\$16.30	--	--	\$18.91
3 Years	\$16.79	\$17.26	\$17.51	\$19.18
6 Years	\$16.95	\$17.41	\$17.69	\$19.65
9 Years	\$17.47	\$17.95	\$18.21	\$20.27

Any employee on the top of the wage scale in the 2012-2013 school year shall have his/her hourly wage increased by 1.00% for every hour worked while in a position represented by the bargaining unit after ratification of this Agreement by both parties. This sum shall be paid from the time the employee reaches the top of the wage scale for the balance of the 2012-2013 school year as long as the employee remains employed by the School District. The parties agree that this increase shall be considered a one-time, off-schedule payment that will not be reflected on the salary schedule.

Any employee on the top of the wage scale in the 2013-2014 school year shall have his/her hourly wage increased by 1.00% for every hour worked while in a position represented by the bargaining unit. This sum shall be paid from the time the employee reaches the top of the wage scale for the balance of the 2013-2014 school year as long as the employee remains employed by the School District. The parties agree that this increase shall be considered a one-time, off-schedule payment that will not be reflected on the salary schedule.



**CRESTWOOD EDUCATIONAL SUPPORT PERSONNEL**

**GRIEVANCE REPORT FORM  
Formal Level 1\***

Grievance No. \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Building \_\_\_\_\_ Date Presented \_\_\_\_\_

**LEVEL 1**

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

B. Section(s) of Contract Alleged to be Violated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

C. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\*Submit to Supervisor

Copy to: Union

**LETTER OF UNDERSTANDING**

The Crestwood School District (“the School District”) and the Michigan Education Association (“the Association”) acknowledge that the parties agreed to the removal of all references to “Bus Mechanic” in the collective bargaining agreement that expires on June 30, 2014.

The parties agree that if, in the future, the School District reinstates the position of Bus Mechanic, that position will be included in the Association’s bargaining unit.

This document represents the parties’ entire agreement as to the matters to which it relates, and no other such document shall be binding unless in writing and signed by the parties.

Dated: \_\_\_\_\_, 2013

THE SCHOOL DISTRICT

THE UNION

\_\_\_\_\_

\_\_\_\_\_