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6/30/97

MASTER AGREEMENT
BETWEEN THE
CLIO AREA SCHOOL DISTRICT
AND THE
CLIO CUSTODIAL/MAINTENANCE ASSOCIATION MEA/NEA

1994-1997

Clío Area School

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	RECOGNITION 1
ARTICLE II	UNION RIGHTS 1
ARTICLE III	REPRESENTATION 2
ARTICLE IV	JOB STATUS AND FUNCTIONS OF UNION OFFICERS 2
ARTICLE V	GRIEVANCE PROCEDURE 3
ARTICLE VI	SENIORITY 5
ARTICLE VII	SENIORITY LIST 6
ARTICLE VIII	LAYOFFS AND RECALLS 6
ARTICLE IX	TRANSFERS AND PROMOTIONS 6
ARTICLE X	WORKING HOURS 7
ARTICLE XI	EQUALIZATION OF OVERTIME WORK 8
ARTICLE XII	CALL IN TIME 8
ARTICLE XIII	REPORTING TIME 8
ARTICLE XIV	VACATION 9
ARTICLE XV	SICK LEAVE 10
ARTICLE XVI	SUPPLEMENTAL WORKERS' COMPENSATION LEAVE 10
ARTICLE XVII	PAID LEAVES OF ABSENCE 11
	Military Leave 11
	Bereavement 11
ARTICLE XVIII	UNPAID LEAVE OF ABSENCE FOR CAUSE 11
ARTICLE XIX	LEAVES OF ABSENCE TO FILL UNION OR PUBLIC OFFICE 11
ARTICLE XX	HOLIDAYS 11
ARTICLE XXI	INSURANCE PROTECTION 12
	Health Insurance 12
	Dental Insurance 12
	Vision Insurance 12
	Long Term Disability 12
	Life Insurance 12
ARTICLE XXII	BULLETIN BOARDS 12
ARTICLE XXIII	WORK BREAKS 13
ARTICLE XXIV	PAYROLL DEDUCTIONS 13
ARTICLE XXV	CLEAN-UP TIME 13
ARTICLE XXVI	ISSUING OF PAYCHECKS 13
ARTICLE XXVII	JURY DUTY 13
ARTICLE XXVIII	EFFECT OF LEGISLATION 13
ARTICLE XXIX	MISCELLANEOUS PROVISIONS 14
ARTICLE XXX	PAY SCALE 14
ARTICLE XXXI	TERM OF AGREEMENT AND REOPENER 15

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

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

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

ARTICLE I RECOGNITION

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

ARTICLE II RIGHTS

- A. Union Rights
 - 1. Union Security and Deduction of Union Dues. All employees who are presently working under this Agreement shall not be required to become members of the Union, and all new employees hired to fill vacancies during the term of the Agreement shall not be required to become members of the Union, but shall make payments to the Union in an amount set by the Association and in the same manner as Union members and shall do the above as a condition of employment. These provisions do not apply to temporary or substitute employees. A temporary employee is one who is employed to fill a full or part-time position on a per diem basis while the regular employee is absent or on approved leave, or short-term government projects, or seasonal employment.
 - 2. During the term of this Agreement, the Board will honor written assignments of wages to the Union for the payment of Union dues, initiation fees, and special assignments. Such written assignments shall be in a form consistent with the laws of the State of Michigan and the Agreement. The Board will continue to honor those written assignments already in its possession.
 - 3. The Union shall notify the Business Office in writing of the amount of such dues, fees, and assignments. The Board will cause such dues, fees, and assignments to be remitted promptly to the Union together with a written statement of the names of the employees for whom such

deductions were made. Normally, deductions will be made on the last pay period of each month. In case of an error in such deductions, the Union will make proper adjustments of such errors with the employees concerned.

4. All employees presently employed by the Board of Education shall make the above payment to the Union on the first full pay period after the ratification of the contract by the members and the Board. All new employees hired during the term of this Agreement shall make the above payments to the Union after thirty (30) days of employment with the Board of Education.
5. The Union shall indemnify the Board against any and all claims, demands, suits, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Board for the purposes of complying with the provisions of Paragraphs 1, 2, 3, 4 and 5 of this Article.

B. Board Rights

1. The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon it and vested in it by the School Code and the laws of the State, the Constitution of the State of Michigan and/or the United States. Such rights and duties, etc., shall include, but not be limited to, the right to:
 - a. **Manage** and control its business, its equipment, and its operations of the entire school system.
 - b. Continue its rights, policies and practices of assignment and direction of the personnel, and schedule all the foregoing.
 - c. **Determine** the services, supplies, and equipment necessary to continue its operation and to determine methods and means of distributing the above.
2. The Board shall continue to have the right to establish, modify or change any condition except those covered by the provisions of this Master Agreement.

**ARTICLE III
REPRESENTATION**

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

**ARTICLE IV
JOB STATUS AND FUNCTIONS OF UNION OFFICERS**

- A. Normally, negotiations and the processing of grievances shall be done on other than the regularly scheduled work day. If, however, it is found necessary by the Employer that it is impractical

to settle the problem at hand on other than scheduled work time, the Employer will pay for Association Representatives or alternates for time in processing the grievance and negotiations. The pay will be at their regularly scheduled earned rate.

- B. Association Representatives or alternates shall be governed by established rules regarding the handling of employee grievances and negotiations as are indicated in the grievance procedure. However, members of the committee and the Local Union President may absent themselves from their assigned work to handle Union business when arrangements are made as far in advance as possible by the President of the Local Union, Association Representatives. However, if the time absent for Union business concerns activities other than those specifically provided for in Paragraph A, next above, there shall be no payment to the employee by the Employer for time lost in the event.
- C. The employer shall be officially informed in writing of the names of the union officers no later than September 1 of each year.

ARTICLE V GRIEVANCE PROCEDURE

- A. **Grievance Definition:** A grievance is defined as an alleged misinterpretation, misapplication, or inconsistent application of a specific provision of this Agreement.
- B. Any alleged violation for which an employee or the union selects some other forum such as Civil Rights Commission, E.E.O.C., F.E.P.C., M.E.R.C., court, etc., shall preclude the filing or processing of a grievance on that Subject.
- C. Levels of Grievance Procedure

Level One

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

Level Two

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

The Supervisor of Plant Operations shall make a written disposition of the grievance on the forms provided and return it to the Association representative within six (6) working days.

Level Three

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

Level Four

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

Level Five

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

Level Six

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

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

ARTICLE VI
SENIORITY

- A. All regular employees shall be on probation for the first sixty (60) work days of their regular employment. Upon the completion of the probationary period, such employees shall receive classification and system seniority credit from the first day worked and shall thereafter accrue such seniority.
- B. Part-time employees who are re-classified to full-time positions shall be given seniority on a pro-rata basis for the amount of time they worked as part-time on jobs for which they were regularly assigned four (4) hours or more on a daily basis.
- C. Seniority and employment shall terminate for any of the following reasons:
1. The employee quits.
 2. The employee is discharged for just cause.
 3. The employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of such layoff or twenty-four (24) months, whichever comes first.
 4. The employee retires or is retired by the Board of Education.
 5. The employee is absent for three (3) consecutive work days without properly notifying or having the permission of the employer except under circumstances beyond the employee's control. Proper notification shall, for purposes of this Article, be a telephone call by the employee or his/her representative to an appropriate supervisor during the regular business hours of the day spanned by the absence.
 6. Any employee who does not report back to work by the expiration date as set forth on his/her leave of absence notice, or who does not receive an approved extension, or who accepts other employment while on leave from the employer, except as herein provided, will be considered to have terminated his/her employment.
- D. Employees' seniority will be continuous and the employee shall hold all seniority rights except when he/she voluntarily resigns or when discharged.
- E. Seniority of an employee shall continue while absent because of injury covered by Worker's Compensation.
- F. The right to re-employment and the continuing seniority rights of any employee, now or hereinafter upon the seniority lists, and who now or hereinafter is a member of the Armed Forces of the United States, shall accrue as provided for under Article XVII, Paragraph A of this Agreement. This will be according to statute.
- G. There shall be no accrual of seniority for an employee on an approved leave of absence that exceeds thirty (30) days, except as herein otherwise provided.

ARTICLE VII
SENIORITY LIST

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

ARTICLE VIII
LAYOFFS AND RECALLS

- A. Layoffs will be based on seniority. The following procedures will be followed when the employer reduces the number of bargaining unit members.
 - 1. Employees in Classification I will be laid off in order of district seniority, the least senior bargaining unit member to be laid off first.
 - 2. Reduction in Classification II, III and IV will be based on classification seniority. Employees being laid off shall bump into the next lowest classification and replace the person with a lessor amount of district seniority the duties of whom they are capable of performing. If the employee is unable to bump into the next lower classification, the process shall continue into the following successive lower classifications.
- B. Recalls to vacant positions shall be filled with the applicant with the most seniority in the classification of the vacant position. If no bargaining unit member from the effected classification applies, the position shall be filled in accordance with Article IX.

ARTICLE IX
TRANSFERS AND PROMOTIONS

- A. All regular job openings shall be posted on bulletin boards for fifteen (15) calendar days before being filled on a permanent basis. A vacancy shall be defined as an opening created by a termination or the addition of a new position by the Board of Education. A transfer is defined as a change of jobs within the same classification. A promotion is defined as a change of job from a lower to a higher classification.
- B. In the event of a regular job opening, the senior employee who applies shall be given the job if all other things are equal.

- C. Any employee filling a vacancy by promotion shall be given up to twenty (20) work days on his/her new assignment to prove his ability.
- D. If unable to qualify, he/she shall return to his/her former position, without prejudice, at the rate of pay for such positions. Beginning with the first day of the new assignment, the employee shall be paid the rate agreed upon for the classification.
- E. When the employer makes an involuntary transfer, it will be done on the basis of the least senior employee who has the ability to do the required work.
- F. New employees will not be hired into a classification II, III or IV position if seniority employees meet the job qualifications of the position and demonstrate their ability to do the required work as per paragraph "C" of this article. At the successful conclusion of the twenty (20) day trial period, a recommendation to fill the position will be taken to the next regularly scheduled Board meeting.
- G. Employees who are temporarily assigned to a higher-rated classification, in writing, by their supervisor, shall receive the higher rate of pay while performing the job.

ARTICLE X
WORKING HOURS

- A. For the purpose of computing overtime premium pay, the regular working week is forty (40) hours.
- B. Employees will be compensated on the basis of the calendar day, midnight to midnight, on which their shift starts working, for the regular working hours of the shift. The employee's working week shall be a calendar week beginning on Monday at the regular starting time of the shift to which he is assigned.
- C. Hourly employees will be compensated as follows:

Straight Time

Straight Time shall be paid:

1. For the first eight (8) hours worked in any continuous twenty-four (24) hour period beginning with the starting time of the employee's shift. The regular unpaid lunch period shall be one (1) hour when school is in session, and one-half (1/2) hour when school is not in session.
2. For the first forty (40) hours worked in the employee's working week, less all time for which daily, Saturday, Sunday, or holiday overtime has been earned.
3. For the time worked during the regular working hours of any shift which starts on the day before and continues into a specified holiday or a Saturday.

D. Time and One-Half

Time and One-Half shall be paid:

1. For time worked in excess of eight (8) hours in any continuous twenty-four (24) hours, beginning with the starting time of the employee's shift.
2. For time worked in excess of forty (40) hours in the employee's working week, less all time for which daily, Saturday, Sunday, or holiday overtime has been earned.
3. For time worked on any shift which starts on a Saturday.
4. For time worked on any shift that starts on a Sunday, provided the employee has not received time-and-one-half pay for work on the preceding Saturday.

E. Double Time

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

- F. For vacations, paid sick leaves, and paid holidays, time will be counted as hours worked when computing overtime provided the holidays fall on a regular work day.

ARTICLE XI
EQUALIZATION OF OVERTIME WORK

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

ARTICLE XII
CALL IN TIME

Any employee called out to work, outside his/her regular scheduled working hours, shall receive a minimum of two (2) hours overtime pay. Such time shall commence at the time of call and the employee shall report within a reasonable time after receiving the call.

ARTICLE XIII
REPORTING TIME

Any employee reporting for work, who is sent home through no fault of his/her own, shall be paid for four (4) hours work, provided it is scheduled work.

ARTICLE XIV
VACATION

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

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

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

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

- C. The vacation hours in Paragraphs A and B are based on an eight (8) hour work day. If an employee is scheduled to work less than eight (8) hours, vacation time will accrue on a pro rated basis.
- D. Any month that an employee fails to work or receive school pay, (excluding Workman's Compensation pay) for over half the scheduled work or paid days, the employee will lose one (1) day of his/her yearly vacation.
- E. Vacation allowance may be granted during the year of earning only after school has recessed for summer vacation.
- F. Paid holidays falling within a paid vacation will not be charged against the earned vacation time.
- G. Employees shall be permitted to request their vacation time, in total or in splits, sixty (60) days in advance of the date requested. Changes in the vacation may occur by mutual agreement of the parties. Senior employees shall have first choice and vacations are subject to the approval of the employer. The Board shall have the right to waive the sixty (60) day advance notice in unusual circumstances.

- H. Any employee who leaves the department shall be entitled to take his pro-rated accumulated vacation pay at the rate of pay received by said employee at the time of his leaving, provided he has worked at least one (1) year.
- I. In accumulating vacation leaves, sick leaves taken during the period in which vacation is earned, not exceeding the accumulated sick leave of the employee, shall be counted as time worked. Absence due to duty-connected disability shall also be counted as time worked, but shall not exceed two (2) years in duration.
- J. Vacations may only be taken in minimums of one (1) day and maximums of four (4) weeks. As of July 1, 1988, any employee who had vacation hours accrued that are not divisible by 8 will be allowed to take those hours in less than the mandatory one day minimum. Vacations may be accumulated for a period of up to four (4) weeks.

ARTICLE XV
SICK LEAVE

- A. Each full-time permanent employee covered by this Agreement shall be entitled to one (1) sick leave day per month worked, accumulative indefinitely, to use for illness in the family or funerals. No more than thirty (30) paid sick days per year may be used for illness in the family except for spouse and children. Not more than two (2) of these days in any year may be used for necessary personal business approved by the Assistant Superintendent of Personnel. Days for personal business cannot be approved just before or after vacations or holidays.
 - 1. Permanent part-time employees who are regularly scheduled to work four (4) hours or more on a regular daily basis covered by this Agreement shall receive pro-rata sick leave days according to the hours they work.
- B. Applications to have absences charged against sick leave will be made in accordance with an administrative directive.
- C. Charges against accrued sick leave will be made for time lost on account of illness or disability of a nature outlined above for which the employee would have received pay and during which normally he would have been required to work.
- D. Sick leave days accumulated prior to an approved leave of absence without pay shall be held in reserve, pending the return of the employee from such leaves.
- E. Employees who leave the employment of the School District except on an approved leave of absence shall forfeit all of the unused sick leave accumulation and such time shall not be restored if the employee should later be re-employed by the Board.

ARTICLE XVI
SUPPLEMENTAL WORKERS' COMPENSATION LEAVE

Employees will be allowed to use sick leave to offset the loss or difference between Workers' Compensation and his/her regular weekly wage. The rate of sick leave deduction or use is to be one-third (1/3) for each day used.

ARTICLE XVII
PAID LEAVES OF ABSENCE

A. Military Leave

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

B. Bereavement Leave

Emergency leaves for up to three days shall be granted to all employees in case of death of a member of the immediate family. Immediate family shall include: Spouse, Father, Mother, Child, Step-child, Sister, Brother, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law, Grandparents, and Grandchildren. Such leave shall be granted with no loss in pay to the employee and shall not be deducted from accumulated sick or vacation time. Bereavement leave can only be taken at time of death and/or memorial service.

ARTICLE XVIII
UNPAID LEAVE OF ABSENCE FOR CAUSE

Upon written application by the employee to the employer, unpaid leaves of absence shall be granted in the case of illness or other proven Justifiable reasons. Leaves will not exceed twenty-four (24) months. Seniority of the employee will not accumulate during leaves of absence, except sick or disability leave, which shall accrue, after the exhaustion of all paid sick leave. Such leave will not be provided to enter other employment except as provided in other clauses of the Agreement.

ARTICLE XIX
LEAVES OF ABSENCE TO FILL UNION OR PUBLIC OFFICE

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

ARTICLE XX
HOLIDAYS

- A. All employees shall be eligible to receive holiday pay under the following regulations.
- B. To be eligible for a paid holiday, the employee must be present the last preceding work day before the holiday and the first succeeding work day after the holiday, or be on an approved paid leave of absence if absent on either of said days.

- C. The following days shall be considered paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, December 24th, Christmas Day, and December 31st. When a holiday falls on a Saturday or Sunday, the employee shall have the right to observe the holiday on the preceding Friday or the following Monday or observe the holiday on another day, which is mutually agreeable to the Employer and the Union.

ARTICLE XXI
INSURANCE PROTECTION

A. **Health Insurance**

Effective upon ratification of this Agreement, the Clio Area School Board shall provide each eligible employee Health Insurance coverage for him/herself and each eligible dependent. The Board will not pay additional premiums for sponsored dependents. Those premiums may be paid by the employee. Each employee will be provided with a choice of the following plans:

Plan A -

MESSA Super Care I (\$100.00 deductible payable by the employee).

Long Term Disability - 70%, \$5,000.00 maximum, 90 calendar days, freeze on offsets, mental/nervous - 2 years, 3 month survivor benefit.

Life insurance - \$25,000.00 (AD/D) plus \$5,000.00 (AD/D) in the health plan.

Vision insurance - VSP 3.

Dental insurance -Delta Dental E-03, 80/80/80, \$1,300.00.

Plan B -

For employees not requiring health coverage, all benefits of Plan A, except life insurance will be \$30,000.00 (AD/D) and each plan participant will receive \$145.00 per month in 1994-95, \$160.00 per month in 1995-96, and \$175.00 per month in 1996-97 into a Board approved annuity plan.

Employees must be regularly scheduled to work at least six (6) hours per day and full coverage shall be provided on the basis of employees who are regularly scheduled to work eight (8) hours per day with other employees paid on a pro-rata basis for hours worked. An employee who leaves the employment of the Board or who goes on an approved unpaid leave of absence shall forfeit this insurance benefit as of the last day of the last full calendar month of employment. An employee on an approved leave of absence must make arrangements with the Business Manager to pay insurance premiums providing that the insurance carriers approve. Employees off due to accident or illness shall have the insurance premium paid by the employer for three (3) months.

ARTICLE XXII
BULLETIN BOARDS

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

ARTICLE XXIII
WORK BREAKS

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

ARTICLE XXIV
PAYROLL DEDUCTIONS

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

ARTICLE XXV
CLEAN-UP TIME

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

ARTICLE XXVI
ISSUING OF PAYCHECKS

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

ARTICLE XXVII
JURY DUTY

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

ARTICLE XXVIII
EFFECT OF LEGISLATION

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

ARTICLE XXIX
MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations, or practices with which it conflicts.
- B. Copies of this Agreement shall be made at the Employer's expense and presented to all custodial maintenance employees.
- C. During the term of this Agreement, the Board will not schedule any employee to a shift which is commonly referred to as a split-shift unless mutually agreeable.
- D. The Board will pay the appropriate hourly rate in accordance with Article XXXI for the hours worked by any employee at a special activity which requires the attendance of custodial personnel, outside of the employee's regular scheduled working hours.
- E. The Union shall have access to buildings for union business with prior approval of the Employer at no cost to the Union.
- F. All discipline for cause imposed upon employees covered by this Agreement shall be corrective in nature; i.e., a verbal warning/written warning, a written reprimand, suspension without pay, and discharge. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated such action.
- G. The parties agree to meet at least monthly to discuss matters of mutual concern. Union representatives shall not receive pay for attending such meetings. The parties may elect to cancel a meeting if neither have any items for discussion.

ARTICLE XXX
PAY SCALE

Effective July 1, 1994 through June 30, 1997.

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
I. Janitors	\$11.10	\$11.45	\$11.85
II. Custodians	\$11.60	\$11.95	\$12.35
III. Maintenance, Audio Visual, Warehouse Custodian & Groundskeeper	\$11.75	\$12.10	\$12.50
IV. Head Maintenance & Head Custodian	\$12.05	\$12.40	\$12.80

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

ARTICLE XXXI
TERM OF AGREEMENT AND REOPENER

This Agreement shall take effect when it is ratified and signed, except for the Pay Scale which shall be effective July 1, 1994, and shall remain in full force and effect without change, addition, or amendment until 11:59 p.m., June 30, 1997.

- (a) Notice of intention to reopen this Agreement shall be given in writing by the party desiring to reopen the Agreement on or before May 15, 1997, and negotiations shall commence as soon thereafter as shall be feasible.
- (b) This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties and no departure from any provisions of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.

MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, CLIO
CUSTODIAL/MAINTENANCE UNIT

CLIO AREA SCHOOLS
BOARD OF EDUCATION

By Ronald Traversy Pres.

By James Jackson V.P.

By _____

President [Signature]

Secretary _____

