

6/30/95
Extension expiring 6/30/96

ATT. NO. _____

MASTER AGREEMENT

Between

CLARKSTON COMMUNITY SCHOOLS

And

CLARKSTON COMMUNITY SCHOOLS
HEAD CUSTODIAN

AND

BUILDING MAINTENANCE WORKERS ASSOCIATION

Clarkston Community Schools

July 1, 1992 - June 30, 1995

CLARKSTON COMMUNITY SCHOOLS

HEAD CUSTODIAN AND BUILDING MAINTENANCE WORKERS
ASSOCIATION CONTRACT

The Clarkston Community School District, party of the first part, and the Clarkston Community Schools Head Custodian and Building Maintenance Workers Association, party of the second part, do hereby agree and affix their signatures thereon in acceptance of the contractual stipulation to be in effect for a period of three years beginning July 1, 1992 and ending June 30, 1995.

Either party desiring changes in this agreement shall notify the other party in writing at least ninety (90) days prior to the expiration of the contract. Changes may be made at any time by mutual consent.

HEAD CUSTODIAN AND
BUILDING MAINTENANCE WORKERS
ASSOCIATION REPRESENTATIVES

BOARD OF EDUCATION
REPRESENTATIVES

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ARTICLE I

MANAGEMENT RIGHTS CLAUSE

"The Board, on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. To establish special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or admissible by the Board;
4. To determine class schedules, the hours of employment, and the duties, responsibilities and assignments of the head custodians and **building maintenance workers** and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only by the specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States."

ARTICLE II

PROBATIONARY EMPLOYEES - SENIORITY AND LAYOFF

- A. All employees under this agreement shall be hired on a sixty (60) day probationary period. At the end of such period, upon recommendation of the director of buildings and grounds, building principal, and with the approval of the administration, the employee shall be placed on regular status.
- B. Seniority - Seniority shall be based on length of continuous service to the school district within the head custodial and building maintenance workers bargaining unit from the date of assignment to this unit. Head custodians and new building maintenance workers have seniority rights within the general custodial bargaining unit dependent upon their continuous years of service accrued before leaving that unit.
- C. Layoff and Recall - In the event of layoff, employees will be laid off in order of seniority within the head custodial and building maintenance workers bargaining unit (those head custodians and building maintenance workers with the most seniority will be last to be laid off). Recall will be in reverse order of layoff. **Laid off building maintenance workers will not have the right of recall to a head custodian position unless they have previously been a head custodian within Clarkston Community Schools.**

ARTICLE III

WORKING HOURS

- A. The regular work week shall consist of forty (40) hours, exclusive of lunch period, for all employees under this agreement.

ARTICLE IV

OVERTIME

- A. Authorized overtime over the established forty (40) hours shall be paid at 1.5 times the regular established hourly rate.
- B. Authorized overtime on Saturdays will be paid at 1.5 times the regular rate.
- C. Authorized overtime on Sundays and holidays will be paid at two (2) times the regular rate.
- D. Building checks are considered part of the job and will not be subject to overtime pay. **If required by the supervisor of buildings and grounds to make a special building check, the employee will be paid as per Article IV, Sections B and C.**
- E. Alarm calls requiring the assistance of an employee of this unit to reset the alarm or to repair damage to the facility will entitle the employee to receive a minimum of one (1) hour overtime. Double time will be paid on holidays.
- F. Employees of this unit will be reimbursed for mileage necessary in making building checks. The mileage paid per building check will be the actual round trip mileage from the employee's home to his building, but not to exceed a maximum of thirty (30) total miles per building check.
- G. **If required to open a building on Saturday, the employee will be paid at one and one-half (1½) times regular pay for a minimum of one (1) hour overtime. Double time will be paid on Sundays and holidays.**

ARTICLE V

VACATIONS

- A. Employees under this agreement shall be allowed ten (10) days vacation during the summer or when school is not in session. If the employee has been employed for less than one (1) full year, the following schedule will apply:
1. Ten (10) days if employed prior to September 1.
 2. Eight (8) days if employed prior to January 1.
 3. Five (5) days if employed prior to March 1.
 4. No vacation time will be allowed if employed after March 1.
- B. On September 1 of each year, the employee will be advised of the total number of allowed days to be used for the coming year, based on the date of hire.
- C. Vacation dates chosen by the employee shall be scheduled by the superintendent or his designate as close to the requested date as the work schedule will permit. Preference dates shall be decided by seniority only.
- D. Vacation time will normally be scheduled when school is not in session. Vacation time may be allowed when school is in session only with the approval of the superintendent or his designee.
- E. After six (6) calendar years of continuous employment from the date of hire, an employee shall receive fifteen (15) days paid annual vacation time.
- F. After eight (8) calendar years of continuous employment from the date of hire, the employee shall receive one (1) additional vacation day per year until the head custodian or building maintenance worker reaches twenty (20) days of paid annual vacation time.
- G. A holiday falling within a vacation period will not be counted as vacation time.
- H. Employees who terminate employment voluntarily or involuntarily, including retirement and/or layoff, shall be paid at their last regular hourly rate for any or all accumulated vacation time.
- I. In the event of an employee's death while still employed with the school district, the designated beneficiary on the term life insurance program will receive any unused earned vacation allowance as per this article.
- J. Unpaid leaves, other than illness or disability, may only be requested when school is not in session and must be approved by the superintendent.

ARTICLE VI

INSURANCE PROTECTION

- A. The Board of Education agrees to furnish to all employees under this agreement the following insurance protection without cost (upon request):
1. MESSA PAK - PLAN A (For Employees Needing Health Insurance)
 - a. Medical - SuperCare I Full Family
 - b. Group Term Life Insurance - \$25,000 AD&D that will be paid to employee's designated beneficiary.
 - c. Group Long Term Disability - The Board will provide long term disability income protection as follows: Sixty percent (60%) of salary to a maximum benefit of two thousand dollars (\$2,000) per month to age sixty-five (65) for both accident and sickness. The elimination period is ninety (90) calendar days. All pre-existing conditions are covered if the employee is actively at work for at least five (5) consecutive working days after the plan is effective.
 - d. Dental - Basic Services - 100%, Major Services - 90%, Orthodontic Services 90% with Lifetime Maximum Benefit of \$1,500 per individual for those members of the bargaining unit who do not have any form of dental insurance.

50-50-50 (Orthodontic Rider lifetime maximum \$750) internal/external coordination of benefits for all members of the bargaining unit who have some form of dental coverage.
 - e. Vision Care - VSP-1 for all employees who request health insurance.
 2. MESSA PAK - PLAN B (For Those Employees Not Needing Health Insurance)
 - a. Group Term Life Insurance - \$25,000 AD&D that will be paid to employee's designated beneficiary.
 - b. Group Long Term Disability - The Board will provide long term disability income protection as follows: Sixty percent (60%) of salary to a maximum benefit of two thousand dollars (\$2,000) per month to age sixty-five (65) for both accident and sickness. The elimination period is ninety (90) calendar days. All pre-existing conditions are covered if the employee is actively at work for at least five (5) consecutive working days after the plan is effective.

ARTICLE VI
INSURANCE PROTECTION (Cont'd)

- c. Dental - Basic Services - 100%, Major Services - 90%, Orthodontic Services 90% with Lifetime Maximum Benefit of \$1,500 for all members of the bargaining unit who do not have any form of dental insurance.

50-50-50 (Orthodontic Rider lifetime maximum (\$750) internal/external coordination of benefits for all members of the bargaining unit who have some form of dental coverage.

- d. Vision Care - VSP-3

- e. Tax Sheltered Annuity Plan - One Thousand Dollars (\$1,000) per year applied to an approved tax-sheltered annuity plan; one-half to be paid the second pay in December and one-half to be paid the second pay in June.

- B. An employee who desires insurance coverage under Section A shall so notify the superintendent's office with a written statement requesting said coverage.
- C. There shall be no instance of double coverage of head custodians and building maintenance workers in this system under MESSA.
- D. Sick leave accumulation shall be unlimited.
- E. If an employee terminates his employment with the school district, the payment of insurance premiums to cover said employee will also terminate.
- F. Health insurance will be paid for three (3) months after all paid leave is exhausted due to illness or work-related injury.

ARTICLE VII

HOLIDAYS

A. Regular pay for the following days if they fall during the regular work week:

New Years Eve Day

Labor Day

New Years Day

Thanksgiving Day

Good Friday

Day after Thanksgiving

Monday After Easter

Christmas Eve Day

Memorial Day

Christmas Day

Fourth of July

- B. If a holiday falls on Sunday, the following Monday will be a holiday if school is not in session. (If Monday is already a holiday, then Friday immediately prior to the holiday will be a holiday, providing school is not in session.) If a holiday falls on Saturday, the Friday immediately prior to the holiday shall be a holiday, providing school is not in session. (If Friday is already a holiday, then the following Monday shall be a holiday if school is not in session.)
- C. If an employee were to lose a holiday because school is in session, he/she shall be given a day off in lieu of the holiday on a day determined by the board. All employees shall not receive the same day, but shall be scheduled, based on the needs of the district.
- D. If an employee, in case of emergency, is requested to work on any of the above holidays, the employee shall be paid double time.
- E. When an employee is absent the day before or the day after a holiday, he shall not receive compensation for the holiday unless the absence is due to personal illness or death in the family. In such case, he may be required by the board to submit a written statement by a physician or other qualified person as proof of illness.

ARTICLE VIII

PAID LEAVES

A. Illness or Disability

1. Sick leave policy benefits are allowed only for full-time employees.
2. Each employee will be credited with twelve (12) days sick leave at the beginning of the year. Each employee earns one (1) sick leave day per month which shall accumulate to a maximum of twelve (12) days per year. Any unused portion of the accumulated sick leave days shall be credited to next year's sick leave bank. Sick leave shall accumulate indefinitely.
3. In case of overpayment, the employee shall be required to reimburse the district.
4. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted, upon written request, a leave of absence without pay for the duration of such illness or disability up to one (1) year.
 - a. An extension of this leave may be granted by the board. A written request for said extension must be filed with the board of education office at least fourteen (14) calendar days prior to the expiration of the original approved unpaid leave of absence.
 - b. Seniority will continue to accrue for a employee on approved sick leave up to one (1) year.
 - c. The employee on unpaid disability will be guaranteed a position for a period up to one (1) year from the commencement of the unpaid leave. If the unpaid leave is twenty (20) work days or less in duration, the employee will be returned to the original job assignment.
5. Accumulated sick leave days shall be banked and made available to personnel returning to employment only when the individual has been absent from employment on an approved leave.
6. Sick leave shall not be considered as pay that an employee is entitled to in cash or in vacation quota. Said accumulated time shall be construed to be available to the individual in actual illness that prevents him from carrying out his duties on the job.
7. Proof of illness, signed by a physician, may be required of a employee in case of excessive use of sick leave.

ARTICLE VIII
PAID LEAVES (Cont'd)

8. The school district will reimburse the employee on work-related injuries for the first seven (7) days without the employee using sick leave. However, if the employee is off work more than fourteen (14) days, they must return to the school district their Workers' Compensation benefits for the first seven (7) day period.
9. Employees eligible for workers' compensation benefits must waive their sick leave benefits and receive only the workers' compensation benefits.

B. Hospitalization

1. In the event of hospitalization of a member of the immediate family, (as referred to in Section C. 1.) the employee will be allowed one (1) day per admittance, and, if needed, one (1) day to bring the member of the immediate family home, which will be deducted from paid leave.

C. Death

1. In the event of death in the immediate family (spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, or dependent living within the household) an individual shall be allowed three (3) days with full pay, not to be deducted from sick leave bank. An additional two (2) days, if requested, shall be granted and charged against sick leave.
2. In the event of death of relatives outside the immediate family or household, or for persons where closeness of relationship would warrant, one (1) day will be allowed and deducted from sick leave.
3. When the funeral is two hundred fifty (250) miles or more from Clarkston, an extra day of travel time will be allowed, upon request, to be deducted from sick leave bank.

D. Jury Duty

1. An employee called for jury duty shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation.

E. Court Appearance

1. A person subpoenaed to appear in court will receive full pay, provided such appearance is not brought about by an illegal or negligent action of the employee.

F. Personal Business

1. Personal business is defined as business that cannot be conducted before or after working hours, on a weekend or during a vacation or holiday period.

ARTICLE VIII
PAID LEAVES (Cont'd)

2. Two (2) personal days will be granted (non-accumulative) for the conduct of personal business. If used, the first day will not be deducted from paid leave; the second day, if needed, shall be deducted from paid leave. If these days are not used by the end of the school year, they will be credited to the sick bank.
3. These days shall not be used for recreational purposes, social functions, weddings, church conventions, religious holidays or for seeking other employment.
4. Personal business days will be granted on the day preceding or the day following a designated paid holiday only for the reasons listed in 5. a., b., c., or d. The school district has the right to request verification of use of this particular day.
5. This time shall be granted by notifying the director of buildings and grounds and building principal two (2) days in advance, except when such timely notice is impossible, but in no case later than 3 p.m. on the day preceding the day in question. Sufficient reason must be given at the time of the request. Reasons will include:
 - a. Mortgage application
 - b. Mortgage closing
 - c. Internal Revenue Service
 - d. Estate settlement
 - e. Emergency care of immediate family member living within the household.

G. Emergency Day

1. One (1) emergency day (non-accumulative) will be allowed, if approved by the director of buildings and grounds and building principal. If used, this day shall not be deducted from sick leave. If this day is not used by the end of the school year, an additional day will be credited to the sick bank.

ARTICLE IX

SCHOOL CLOSING

- A. When schools are closed due to inclement weather, employees under this agreement are to report for work unless advised not to by the administration. They are to contact the board of education office if they are having difficulty getting to work, but should be on the job as soon as possible. If they are unable to be on the job, they will not suffer loss of pay.

ARTICLE X

PROMOTIONS AND TRANSFERS

- A. An employee desiring a transfer shall discuss the matter with the director of buildings and grounds and submit his request in writing to the superintendent's office. A conference, involving the superintendent or his representative and the employee, shall be held following delivery of the transfer request.
- B. A transfer shall be completed only after consultation with the director of buildings and grounds and chief administrators of the buildings involved.
- C. The superintendent's decision shall be final in all cases.
- D. An employee seeking a promotion shall keep a written request on file in the office of the superintendent. Such request shall contain statements of qualifications as well as the job description to which the applicant aspires.
- E. A new employee is to be in the building or assignment one (1) week before the retiring employee leaves.
- F. The administration will make known to the association by posting in all Clarkston Community School buildings all vacancies and/or newly created positions for a period of five (5) days before filling the position.
- G. Members of this bargaining unit will not be terminated, involuntarily transferred, or reduced to general custodian status for job performance reasons without written documentation demonstrating the reasons for such action. If a problem related to an employee's job performance does arise, the employee will be given an improvement plan prior to any action being taken by the administration.

ARTICLE XI

PROFESSIONAL GRIEVANCE PROCEDURE

A. Definition of terms:

1. Grievance - An individual's claim stipulating a violation of the master contractual agreement.
2. Individual - Term used to specify one person or group of persons, whichever the case may be.

B. Procedure in Registering a Grievance:

1. It is the individual's responsibility to bring the grievance to the awareness of the building principal within five (5) days of the alleged violation. If no solution to the grievance is found, the individual must, within five (5) school days, resubmit the grievance in writing to the building principal. If the grievance is not filed within the previously designated time limit, the grievance shall be considered waived.
2. If the individual and building principal are unable to reach a satisfactory solution in two (2) school days, the parties shall immediately proceed by scheduling a conference including the following persons:
 - a. Individual and a representative of the association, if so requested by the individual.
 - b. The building principal.
 - c. A designated representative or the superintendent.
3. If all avenues for the solution have failed at this point, a local advisory board will be established within ten (10) school days and their recommendations made to the superintendent within five (5) school days. Members of said board will consist of the following:
 - a. One member of the association, appointed by the Association president.
 - b. One member of the board of education.
 - c. One member acceptable to both parties.

The superintendent or his designated representative shall, within ten (10) school days of the receipt of the advisory board's report, make and report in writing his decision to the individual.

ARTICLE XI
PROFESSIONAL GRIEVANCE PROCEDURE (Cont'd)

4. If the individual is dissatisfied with the superintendent's decision, the individual may, within ten (10) school days, request a meeting with the board of education to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon. If the board of education does not receive a written request for a hearing of a grievance within ten (10) school days after the superintendent's decision, the grievance shall be considered terminated.

5. Nothing contained herein shall be construed to prevent any individual from presenting a grievance and attempting to arrive at a solution without intervention of the Association, if the solution is not inconsistent with the terms of the master contractual agreement.

ARTICLE XII
COMPENSATION

A. Salary Schedule:

	<u>Step</u>	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
1. Elementary	1	\$ 12.98	\$ 13.64	\$ 14.26
	2	\$ 13.20	\$ 13.88	\$ 14.54
	3	\$ 13.84	\$ 14.54	\$ 15.20
2. Secondary	1	\$ 13.18	\$ 13.84	\$ 14.46
	2	\$ 13.54	\$ 14.22	\$ 14.86
	3	\$ 14.04	\$ 14.74	\$ 15.40
3. Building Maintenance Workers	1	\$ 13.48	\$ 14.14	\$ 14.76
	2	\$ 13.84	\$ 14.52	\$ 15.16
	3	\$ 14.34	\$ 15.04	\$ 15.70

B. If a member of this bargaining unit is assigned to a shift that begins after 11:00 a.m., a twenty-five cent (\$.25) per hour pay differential will be paid.

C. New employees (after January 4, 1993) must serve a minimum of one (1) full year before being considered for advancement to the next step of the salary schedule. A new employee's step or longevity increment will be given on the next October 1 or March 1 after serving a one-year period.

D. Uniforms: Beginning in 1993-94, the district will provide three (3) uniforms per year in August of each year. First year employees will receive five (5) uniforms after satisfactorily completing their probationary period.

E. Longevity: Employees with continuous employment with the district from the date of hire shall receive longevity according to the following schedule. Any previous experience outside the Clarkston Community School District does not apply.

Longevity Increase Per Hour

After the fifth (5th) year of employment	\$.15
After the tenth (10th) year of employment	\$.15
After the fifteenth (15th) year of employment	\$.15

F. Members of this bargaining unit required in the course of their work to drive personal automobiles shall receive a mileage allowance not less than the Internal Revenue Service (IRS) standard amount.

ARTICLE XII
COMPENSATION (Cont'd)

- G. Severance Pay: Upon resignation, members of this unit shall be compensated for one-half (1/2) of all accumulated unused paid leave days at the rate of twenty-five dollars (\$25) per day. Upon retirement, a member of this unit shall be compensated for all accumulated unused paid leave days at the rate of thirty dollars (\$30) per day. In the event of an employee's death while still employed with the district, the designated beneficiary on the term life insurance program will receive any unused sick bank benefits as per the severance plan.
- H. If training is required by the Clarkston Community Schools, the district will pay the first registration fee necessary to complete the requirement. Any costs after the first attempt will be the responsibility of the employee.

LETTER OF UNDERSTANDING

Head custodians and building maintenance workers will be required to have a Stationary Fireman Low Pressure Boiler Certification by November 30, 1993.

6/30/96

(EXTENSION AGREEMENT)

WAGES & BENEFITS

**CLARKSTON COMMUNITY SCHOOLS
HEAD CUSTODIAN
AND
BUILDING MAINTENANCE WORKERS ASSOCIATION**

Clarkston Community Schools

July 1, 1995 - June 30, 1996

19-10

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EXTENSION AGREEMENT

The Clarkston Community Schools Board of Education (Board) and the Clarkston Community Schools Head Custodian and Building Maintenance Workers Association hereby agree to extend the 1992-95 Master Agreement between the parties for one (1) year commencing July 1, 1995 and expiring June 30, 1996 under the following conditions:

1. Salary and benefits will be frozen at the 1994-95 base level. Increments and longevity steps will be granted (if applicable).
2. MESSA benefits would be provided for the 1994-95 school year as negotiated. Health benefits for the 1995-96 school year would be at the same or comparable level as during the 1994-95 school year.
3. All other conditions of employment and working conditions listed in the 1992-95 Master Agreement will remain in effect during the extension period.

**BOARD OF EDUCATION
THE CLARKSTON COMMUNITY SCHOOLS**

Date: _____

By: _____
President

Secretary

**CLARKSTON COMMUNITY SCHOOLS
HEAD CUSTODIAN AND BUILDING MAINTENANCE
WORKERS ASSOCIATION**

Date: _____

By: _____

