

MASTER AGREEMENT

BETWEEN THE

**BOARD OF EDUCATION
OF THE CLARENCEVILLE SCHOOL DISTRICT**

AND THE

**CLARENCEVILLE SUPPORT PERSONNEL
ASSOCIATION**

July 1, 2021 – June 30, 2024

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ARTICLE I - RECOGNITION

- A. In accordance with the results of an election held on December 8, 1982, by the Michigan Department of Labor, the Labor Mediation Board, and as defined in Section II, Act 336, Public Acts of 1947, the board hereby recognizes the Clarenceville Support Personnel Association as the exclusive bargaining representative for the Clarenceville Support Personnel for the purpose of collective bargaining with respect to rates of pay, wages, and hours and other conditions of employment for the following employees:

Maintenance/Warehouse
Cafeteria

- B. The term "Employee" when used herein shall refer to employees included in the unit for bargaining as set forth in this agreement. Whenever the term "Employer" is used, it shall mean the Board of Education of the Clarenceville School District and shall include its designee(s) upon whom the Board has conferred authority to act in its place and stead.

ARTICLE II - NEGOTIATION PROCEDURE

Upon notification by either of the parties to this Agreement to the other, in accord with the provisions of ARTICLE XXXVIII - DURATION OF AGREEMENT, the parties shall meet at reasonable times and places to negotiate a successor to this Agreement.

Each party shall have the right to control and select its own bargaining representatives. The parties mutually pledge that representatives selected by each shall be clothed with all necessary responsibility to make proposals, counter-proposals, and to reach tentative agreements. Each party recognizes that all agreements reached are subject to ratification by the Board of Education of the District and by the Union.

ARTICLE III - STEWARDS AND ALTERNATE STEWARDS

- A. Employees in the bargaining unit shall be represented by one (1) Steward and in his/her absence an Alternate Steward.
- B. The Steward has the right to investigate and present grievances to the Employer in accordance with the grievance procedure.
- C. The Union will notify the Employer name of the Steward and the Alternate Steward.
- D. The Steward has the authority to meet with the District to discuss matters of mutual Interest.

ARTICLE IV - SUPPLEMENTAL AGREEMENTS

It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties shall be subject to professional negotiations between said parties from time to time during the period of this Agreement and only in mutual consent. The parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

Each party shall have the right to control and select its own bargaining representatives. No amendment to this Agreement shall be effective unless ratified by the District and the Union.

The parties mutually pledge that representatives selected by each shall be clothed with all necessary authority to make proposals and consider proposals subject only to ultimate ratification. Anytime in the course of negotiations or bargaining each team may caucus separately and with brevity.

ARTICLE V - NO STRIKE CLAUSE

- A. During the term of this Agreement, the Union will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in any strike or work stoppage of any kind or nature.
- B. During the term of this Agreement, the District agrees there shall be no lock-out.

ARTICLE VI - AID TO OTHER UNIONS/ASSOCIATIONS

The Board will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or organization which would represent the same group of employees.

ARTICLE VII - DISTRICT RIGHTS AND RESPONSIBILITIES

CLARENCEVILLE SCHOOL DISTRICT - Board Rights and Responsibilities

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Clarenceville School District.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business or school hours or days.

- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay-off employees, but not conflict with the provisions of this Agreement. Administrators and supervisors shall treat all employees fairly and equitably in all work-related matters.
- D. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including physical health.
- G. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
- K. Determine the policy affecting the selection and training of employees providing that such selection shall be based upon lawful criteria.
- L. Nothing in this Agreement shall limit in any way the right of supervision to perform production and maintenance work, providing the work is training, instructional, supervisory, or in the case of an emergency only, where bargaining unit employees are not available.
- M. Provided such rights do not conflict with terms of the contract

ARTICLE VIII - UNION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. The District agrees to furnish to the Union, in response to reasonable requests, all available information concerning the financial resources of the District, allocations and such other public information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees.
- B. The Union and its members shall have the right to use the school building facilities according to District policy for Union business.

- C. The District shall, within ten (10) working days, notify the Union of: a) employees hired; b) employees terminated; and c) employees completing the probation period. Notice may be by mail, email, or facsimile to the Union's Offices (Executive Director) and to the CMESPA President.
- D. The Union shall receive a list of all employees covered under this Agreement stating: name, level, experience years, date of first working day, number of weeks to be worked each year and hourly rate. This list is due within thirty (30) days of written request.
- E. Employees shall have the right, upon written request, to review the contents of their personnel files. This request shall be honored by the District within five (5) working days. The review of file contents must be done in the office of the responsible administrator and in the presence of said administrator.
- F. Designated representatives of the Union and the District shall meet, when necessary, to discuss matters of mutual interest. The purpose of these meetings will be to discuss matters pertinent to the general welfare of the Union and the District.

ARTICLE IX - GRIEVANCE PROCEDURE

Section One

A "grievance" is a complaint by a member of the bargaining unit, or the Union involving the meaning, interpretation, application, or alleged violation of any provision of this Agreement.

A grievance may be filed and presented by a member of the bargaining unit or by the Union acting through its representatives. Any individual employee may present his/her grievance and have the grievance adjusted without intervention of the Union if the adjustment of the grievance is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to have an Union representative present at such adjustment.

Any grievances occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed under this Agreement unless the previous contract is extended by mutual agreement. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Agreement.

The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving complaints involving the applications or interpretation of this Agreement.

Failure to file a grievance or appeal a decision within the specified time limit shall be deemed an acceptance of the decision, and shall bar further appeal.

All grievances shall be presented in accordance with the following procedure:

Step One - Informal Level

An employee claiming a grievance shall discuss the matter with his/her department manager (building principal for food service) within ten (10) working days of the event upon which the grievance occurred. If requested, the Steward may be present. Within ten (10) working

days after presentation of the grievance, the manager (principal) shall give his/her answer orally to the employee.

Step Two - Formal Written Level

If the grievance is not disposed of at Step One, it may be submitted to the Assistant Superintendent for Business/Support Services within ten (10) working days after the supervisor's answer is communicated, on a written "Statement of Grievance" signed by the employee(s) or Union. The "Statement of Grievance" shall name the employees involved, the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated, and shall indicate the relief requested.

The Assistant Superintendent for Business/Support Services shall render his/her decision, in writing, within ten (10) working days after meeting with the aggrieved employee or the Union. A copy of the decision shall be furnished to the grievant and to the Union.

Step Three - Superintendent Level

If the grievance is not disposed of at Step Two, the decision of the Assistant Superintendent for Business/Support Services may be appealed, in writing, to the Superintendent, within ten (10) working days after the date such decision was rendered.

The Superintendent shall meet with the aggrieved employee and/or the Union within ten (10) working days after the date the written appeal is filed. The Superintendent shall render a decision within ten (10) working days after the meeting. The decision of the Superintendent shall be communicated, in writing, to the grievant and to the Union.

Step Four - Board of Education Level

If the grievance is not resolved to the satisfaction of the grievant, the employee may refer the grievance to the Board of Education within ten (10) working days of the date decision was rendered in Step Three. The grievance shall be heard by a three-person committee of the Board within ten (10) working days and an answer given within ten (10) working days after such hearing is held. This Step may be waived by mutual agreement of the Superintendent and the Union.

Step Five - Arbitration

If the grievant remains unsatisfied at the conclusion of Step Four, it may be submitted to arbitration at the request of the Union, provided written notice of the request for submission to arbitration is delivered to the Board within thirty (30) working days after the date of the decision under Step Four.

Following the written notice of request for submission to arbitration, the Union and a representative of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) working days after the date of the request for submission to arbitration, the Michigan Employment Relations Commission (MERC) shall be requested to provide a list of qualified arbitrators.

The arbitrator shall then be selected according to the Rules of the Federal Mediation and Conciliation Services (F.M.C.S.)

Section Two

It shall be the function of the arbitrator, who shall be empowered, except as the powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement:

- a. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement.
- b. The arbitrator shall have no power to establish salary structures or change any salary.
- c. In rendering decisions, the arbitrator shall give due regard to the responsibilities of management as conditioned by this Agreement.
- d. If the Board disputes the arbitrability of any grievance under the terms of the Agreement, the arbitrator shall have to decide if the grievance is arbitrable before rendering a decision on the merits of the grievance. In the event that a case is appealed to an arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- e. There shall be no appeal from an arbitrator's decision if within the scope of authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the Board. The Union shall discourage any attempt of its members and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator nor shall the Union or its members by any other means attempt to bring about the settlement of any grievance.
- f. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- g. The Board shall not be required to pay back wages more than forty (40) workdays prior to the date a written grievance is filed.
 - 1) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.
 - 2) No decision in any case shall require a retroactive wage adjustment in any other case.

Section Three

If a grievance affects a group of employees or the bargaining unit as a whole, the Union may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at Step Three. The Assistant Superintendent for Business/Support Services will be given three (3) days' notice before the grievance is submitted to the Superintendent.

ARTICLE X - DISCHARGE, SUSPENSION OR DISCIPLINE

The Board shall not discharge, suspend or discipline any seniority employee without just cause. Any discharged or suspended employee shall have the right to a hearing before the administration, at the employee's request. If requested, such hearing shall be held within five (5) working days from the date of discharge or suspension. Disposition of the hearing shall be issued in writing. If such disposition of the hearing is not satisfactory, the case shall go to Step Four (4) of the grievance procedure.

A. Progressive Discipline

The employer agrees to abide with progressive discipline as follows:

1. It shall be the policy of the employer to warn an employee orally.
2. It shall be the policy of the employer to give at least one (1) written warning - a copy shall be submitted to the Union.
3. It shall be the policy of the employer to give suspension not to exceed three (3) days.
4. It shall be the policy of the employer to give more severe discipline including discharge for just cause.

B. Nothing in this section, however, shall prevent an employer from appropriately disciplining an employee immediately should severe circumstances warrant.

C. If an employee is at any step of the Progressive Discipline Procedure and has not had any discipline for eighteen (18) months, excluding leave time, then the employee would have that step struck from his/her record and revert back to the next previous step of the Progressive Discipline Procedure. Further, this process will continue until the employee's record is clear. However, this language does not apply if an employee is disciplined for Professional Misconduct as defined in Public Act 189.

D. Job abandonment is defined in Article 14, paragraph C.

ARTICLE XI - LAY OFF AND RECALL

A. The word "lay off" means a reduction in the working force due to a reduction of work or a lack of funds. The Board alone shall have the right to determine when and if any of its employees are to be subject to any lay off, and shall be the sole judge of how long such conditions shall continue.

B. If it becomes necessary to reduce the working staff by means of a "lay off" the probationary employees within the affected classifications shall be laid off before any employees with seniority are so affected. Seniority employees shall be laid off according to seniority within the classification in the department.

C. The laid off employee may claim seniority over an employee with the least seniority within the department providing he/she is qualified and can perform the work. A trial period of thirty (30) working days may be granted when a question arises concerning

the employee's ability and/or qualifications. If the employee in the affected department is laid off, and has satisfactorily held a position in another classification, he/she may take the position of the employee with the least seniority in that classification as long as he/she has more Union seniority. This does not require the employee in a more than four (4) hour position to take a less than four (4) hour position.

- D. The seniority employee may elect the option to accept lay off, but in either case the laid off employee must inform the Board and the Union of his/her decision within seven (7) days of the layoff notification.
- E. Employees to be laid off shall be given at least two (2) weeks' notice prior to the layoff.
- F. An employee shall be reassigned to a vacant position available at the time of lay off for which the employee is qualified before a new employee is hired. Any employee who assumes a new job assignment due to the layoff procedure will also assume the salary rate for that position. Employees who are laid off or reduced in rank and/or compensation as provided herein shall retain the right of recall to their former (or equivalent) position.
- G. When the working force is increased after a layoff, employees will be recalled in order according to seniority within the department. However, if there is a vacancy in a department where a current employee was displaced from and he/she claimed district seniority per item C above, that employee will have the right to go back to his/her department before recalling an employee on layoff. Notice of recall shall be sent to the employee at the last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing notice, the employee shall be considered to have resigned. Extension may be granted by the employer in proper cases.
- H. Laid off employees shall retain their seniority and accumulated sick days for a period of two (2) years from date of lay off or length of seniority, whichever is greater. However, sick time or vacation time shall not accumulate during the lay off period.

An employee on lay off shall be allowed to purchase health insurance at the group rate subject to the regulations of the insurance carrier.
- I. In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the Board, the employees immediately affected may be laid off without regard for seniority for a period not to exceed the act or occurrence. Temporary layoffs, which exceed the one (1) week period, shall thereupon be regulated by seniority application.
- J. Laid off employees that are called in as substitutes shall receive fifteen (15) cents above the base in the classification in which assigned.

ARTICLE XII - PROBATION

- A. New employees hired in a permanent position other than substitutes and temporary help shall be considered a probationary employee for ninety (90) actual working days in their job assignment. When a permanent employee completes the probationary period, said employee shall be entered on the seniority list and seniority shall date from the day ninety (90) working days prior to the date he/she completed the probationary period.

- B. The probationary period may be extended for any absences or recess time of the employee during that period by the number of said absences (i.e. summer-winter recess). Further, a maximum of thirty (30) additional workdays may be extended if the Board determines additional training is necessary.
- C. There shall be no seniority among probationary or temporary employees. A probationary employee shall have no security status in the classification and may be discharged any time during the probationary period if, in the opinion of the District, performance is not satisfactory. Such action shall not be subject to the grievance procedure, except as provided in Section F of this Article.
- D. When more than one (1) employee is hired on the same day, seniority will be determined by casting lots.
- E. New employees are not eligible for any of the fringe benefits except holiday pay and snow days, during their probationary period. Upon completion of a satisfactory probationary period, the employee shall be entitled to all benefits of a regular employee. For those eligible, healthcare will begin the first day of the month following end of probation period. Seniority, vacation, and leaves with pay shall be credited from the date of hire, and shall accrue based upon the individual's employment classification and hours, if applicable.
- F. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, and hours of employment, except discharged and disciplined employees for other than Union activity shall not be subject to the grievance procedure.
- G. Newly hired employees may receive up to three (3) years' credit on the wage schedule for their job classification for prior experience in a job that is related to the job for which they are hired. At the time a new employee is hired, the Assistant Superintendent for Business/Support Services or his/her designee shall review with the employee his/her prior related experience, and shall make a determination about wage schedule credit. A written statement of such review and determination shall be sent to the Union when a final decision is made.

ARTICLE XIII - SENIORITY

- A. Seniority is defined as the length of continuous service from the employee's last date of hire by the Clarenceville School District. The Union shall be furnished a list setting forth, in the order of their departmental seniority, each employee's name, effective hiring date, and classification. When more than one employee is hired on the same date, seniority shall be determined by casting lots. Such list shall be revised each six months, with copies given to the Union.
- B. District departments and the classifications of which each department is comprised are listed below:

	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
I	Maintenance	Semi-Skilled-Utility General/Warehouse
III	Cafeteria	Manager - Cook Helper/Cashier

- C. If an employee is awarded a position in another department, then said employee's seniority into the new department shall commence with the first day worked in the new department. The employee's seniority in his/her original department shall be frozen at the last day of the change.
- D. Seniority for purpose of vacation, retirement, holidays or other fringe benefits shall be computed from the last date of hire by the Clarenceville School District. In the event an employee has changed hours or departments, such computation shall be pro-rated accordingly.

Example: See Article XXXII, Section C

ARTICLE XIV - LOSS OF SENIORITY

Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:

- A. If the employee resigns or is retired.
- B. If s/he is discharged and the discharge is not reversed through the grievance process of the Agreement.
- C. If s/he is absent for three (3) consecutive working days without notifying the employer and fails to give explanations for the absence and lack of notice which are satisfactory to the school administration. (Job Abandonment)
- D. If s/he fails to return to work from lay off when recalled from lay off as set forth in the recall procedure provided herein.
- E. If s/he overstates a leave granted for any reason as hereinafter provided for three (3) consecutive working days without notifying the school administration and/or fails to give explanations satisfactory to the school administration.
- E. If s/he is on lay off for a period exceeding two (2) years or the duration of his/her seniority at the time of lay off, whichever is greater.

ARTICLE XV - SENIORITY WHILE ON LEAVE

Seniority while on leave of any nature, sick leave or leave of absence for any period in excess of three (3) months, shall be frozen at the last date of employment until the employee returns to his/her regular position.

ARTICLE XVI - PROMOTIONS

- A. A promotion is a vacancy that is filled by an employee from a lower classification as a result of the process described in Article XIX - VACANCIES, E.

When an employee is promoted to a position in a new department, s/he will be paid at the one (1) year rate. If the one (1) year rate is less than the employee's current rate of pay, s/he will be redlined until such time as s/he becomes eligible for an increased rate. This provision shall apply immediately, including during the 30-day trial period.

Promotions within a department shall be paid at the employee's current experience level. (i.e., a custodian with two or more years' experience who moves to head custodian will be paid at the two (2) year rate.)

- B. If an employee is promoted, there will be a thirty (30) workday trial period. During this trial period, the administration may decide the employee is not qualified and he/she will be returned to their original position. Also during this trial period, the employee may decide to return to their original position. If the employee voluntarily returns to their original position, he/she will not be considered for a future promotion for at least one year. The position, which is vacated due to the promotion, does not become a vacancy until after the thirty (30) work day trial period is completed.
- C. Employees required to work in a higher classification for an entire scheduled workday, shall be paid the rate of the higher classification.

ARTICLE XVII - TRANSFERS

- A. A transfer is a lateral or downward change within a job classification where there is no addition or increase in compensation; for example, a move to another building, or another job within the salary classification.
- B. If an employee is temporarily transferred to a position under the employer not included in the bargaining unit and is thereafter transferred again to a position with the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred.

Temporary transfers shall be limited to ninety (90) days.

- C. The employer shall have the right to transfer employees from one building to another whenever it is in the best interest of the operation, except that employees will not be demoted or lose seniority rights as a result of such transfer.
- D. Employees desiring to transfer laterally within classification or downwards may sign a vacancy posting or have their request on file in writing. The request shall state the reasons for the transfer, the applicant's qualifications and work experience, and other relevant information. Requests will be kept on file for a maximum of one (1) year and must be renewed each year, and will be discarded on June 30. When a vacancy arises, a lateral transfer within classification will be granted to the senior employee making the request, if his/her most recent evaluation is satisfactory.
- E. The lateral or downward transfer, if any, shall take effect prior to the promotional vacancy being filled.
- F. An employee exercising his transfer (lateral-downwards) shall not be able to, again, transfer for a period of at least one (1) year.

- G. The decision of the administration shall be final regarding all transfer requests and placement.
- H. Employees transferred under the above conditions shall retain all rights accrued for the purpose of benefits provided for in this Agreement.

ARTICLE XVIII - VACANCIES

- A. A "vacancy" is an open position in the bargaining unit that may be staffed on a permanent basis due to any of the following:
 - 1. Creation of a new or additional position.
 - 2. Retirement, resignation, discharge, promotion (after thirty (30) workday trial period), or death of the employee.
 - 3. An open position created by a board-approved leave or a workers' compensation leave is not considered a vacancy and can be filled with a substitute for the length of the leave.
- B. If a vacancy is to be filled, then the vacancy shall be posted immediately in all departments for five (5) work days, except posting of bus runs which shall be posted only in the Transportation Department. Copies of all postings shall be provided simultaneously to the Union office. In the event the District decides not to fill a vacant position, such decision shall be made within five (5) working days and shall be communicated, in writing, to the Union office.
- C. The position posted shall include the following:
 - 1. Department
 - 2. Classification - job title
 - 3. Rate of pay - starting wage
 - 4. Job Description - including requirements
- D. During the posting period, the vacancy may be staffed on a temporary basis by a substitute until filled. Posted positions shall be filled within ten (10) days after the posting deadline or re-posted as prescribed above.
- E. Insofar as practicable, all openings/vacancies will be filled from within the staff and all employees are encouraged to plan and prepare for promotional opportunities. Preference shall be given to filling vacancies with individuals in the department, then to employees in other departments prior to hiring new employees, provided employees can demonstrate that they have the background, attainments and skills necessary to competently complete the tasks of the open/vacant position. However, this section does not preclude hiring from without.

ARTICLE XIX - TEMPORARY VACANCIES

- A. Employees may be temporarily re-assigned to relieve other employees using sick days, or a short-term leave of absence not to exceed three (3) months.
- B. The employee working in a higher classification for an entire scheduled work day shall receive the higher rate of pay for that day. An employee substituting in a position outside the bargaining unit shall receive the higher rate of pay during this period, but in no case more than an additional one dollar (\$1.00) per hour.
- C. Should the temporary re-assignment be to a lower rate classification, the employee shall not receive less than his/her regular assigned rate.
- D. Temporary assignments shall first be made from within a given building and department. The filling of vacancies shall be by departmental seniority. Individuals to be assigned shall have the right to refuse temporary re-assignment without prejudice.
- E. Positions that need to be filled during the summer shall be offered by seniority to those interested employees whose position is less than fifty-two (52) weeks. This provision shall not require the District to remove a substitute or temporary employee, who has been in place for two (2) months or more. As of the final teacher workday of the school year, the Union shall be provided a listing of all substitutes or temporary employees who have been in their current classification for two (2) months or more. The rate of pay for such summer work shall be the base (start) rate for the classification of the work.

ARTICLE XX - TEMPORARY EMPLOYMENT

- A. With respect to hiring of temporary employees, their employment will be considered as an emergency need and in most cases for the summer only. However, in no case will the period of employment for these employees exceed ninety (90) calendar days. Reassignments may be extended by mutual agreement by management, union and employee.
- B. Wage rates of temporary employees shall not exceed those of regular employees.
- C. The employer shall have the right to employ students provided no regular employee is deprived of his/her work.
- D. It is understood that the provisions of this Article do not apply to substitutes who are hired to fill in for permanent employees on short-term leave (but see Article XIX - VACANCIES, A.3.).
- E. The District administration shall notify the Union president when any person is employed or contracted by the District to do temporary work per collective bargaining agreement.

ARTICLE XXI - LEAVES WITH PAY

A. Sick Leave

The purpose of the sick leave program is to provide income protection for the employees during periods of involuntary absence from employment due to personal illness, personal accident, personal pregnancy, and including serious illness in the immediate family. Paid sick leave shall not be granted to the probationary employee.

1. All full-time seniority employees shall be allowed sick leave of twelve (12) days per year at the regular rate of pay.
2. All cafeteria employees shall be allowed eight (8) days sick leave per year. Sick pay shall be based on the average work hours scheduled. For accumulated sick days, a factor of seven and one-half (7 ½) hours for manager/cooks and five and one-half (5 ½) hours for middle school helper/cashier, four and one-half (4 ½) hours for elementary cashiers, and four (4) hours for high school cashier shall be used to compute sick leave.
3. All employees must report all absences, at least one (1) hour prior to normal starting times, or as soon as possible, in an emergency.
4. Sick day usage immediately before or after a vacation, holiday or recess day shall be subject to medical proof of illness.
5. More than five (5) consecutive days absence must be supported by a physician as a certified illness.
6. The immediate family shall be interpreted as husband or wife, son or daughter, mother or father, sister or brother, or any dependent of the immediate household residence.
7. If an employee shows signs of excessive use or abuse of sick leave, proof of illness may be required.
8. Any employee who terminates employment for any reason shall have the difference, if any, between sick days earned and sick days used deducted from his/her last paycheck.
9. The unused portion of each year's sick days shall be allowed to accumulate without limit as sick days. The purpose of accumulated sick days is for the financial protection of the employee in the event of and during the personal illness.

B. Leaves of absence with pay not chargeable against the employee's sick time shall be granted for the following reasons:

1. Jury Duty

Employees called for Jury Duty shall receive the employee's regular days' pay. Employee must submit proof of Jury Service within 2 weeks or forfeit pay for those days

2. Court Appearance and Subpoena

Employees required to appear as a witness in any case connected with the employee's employment for the school or whenever the employee is subpoenaed to attend any school connected proceeding, provided the employee is not a party to the action.

3. Bereavement

Should a death occur in the immediate family, the employee may request (5) five days to use at the time of bereavement without loss of pay. These days shall be in addition to the regular authorized leave with pay but shall in no event accumulate. The immediate family in this instance shall be interpreted as husband, wife, mother, father, brother, sister, son, daughter, grandparents, grandchildren and the same relatives as the spouse. Additional days may be requested to be charged to sick or personal leave days.

4. Leave for Union Business

A member of the Union selected to attend the Regional and/or State MEA/NEA meetings shall be allowed time off without loss of time or pay to attend such meetings. The length of time shall not exceed ten (10) days annually for bargaining unit. Such time off shall be limited to the local President and one (1) other employee per classification on a given day, except as approved by the Superintendent or his/her designee.

A member appointed or selected to a position with MEA/NEA shall be granted up to one year's leave (without pay) and upon request with renewals each six (6) months after that. He/she shall retain his/her seniority.

5. Personal Business

All employees regularly employed by the Board shall be granted two (2) days of leave per year with pay which shall be designated personal leave, to transact personal business which is of ~~urgent~~ nature that cannot be transacted at another time, providing arrangements for such leave and reasons thereof, are made at least twenty-four hours in advance with the supervisor, and the leave request form has been signed by both parties.

In the event that such personal leave is not utilized, it shall be added to the accumulated sick leave of such personnel. The day immediately preceding or the day immediately following a legal holiday or school recess will not be recognized as a personal leave day.

ARTICLE XXII - LEAVES WITHOUT PAY

A. Family and Medical Leave

The U.S. Department of Labor Family and Medical Leave Act of 1993 will be adhered to.

1. Upon written request under this act, the Clarenceville School District will provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they worked for the district for at least one (1) year, and for 1,250 hours over the previous 12 months. Unpaid leave must be granted for any of the following reasons:
 - a. to care for the employee's child after birth or placement for adoption or foster care;
 - b. to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
 - c. for a serious health condition that makes the employee unable to perform the employee's job.
 - d. to address certain qualifying exigencies related to a covered service member or a spouse, son, daughter, or parent who is on covered active duty or on call to covered active duty status.
2. The District requires a 30-day advance notice when the leave is "foreseeable." The district may require medical certification to support a request for leave because of a serious health condition and a fitness for duty report to return to work. Taking of leave may be denied if requirements are not met.
3. For the duration of FMLA leave, the Clarenceville School District will maintain its share of the employee's health coverage, and all health related benefits, under the plan in effect. The district may use whatever means necessary to recover health premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.
4. Upon return from FMLA leave, an employee must be restored to his or her original job, or to an equivalent job with equivalent pay, benefits and other employment terms and conditions.
5. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.
6. Under some circumstances, employees may take FMLA leave intermittently--which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule. This is usually taken when medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work.
7. If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
8. The employer will require the employee to use accrued paid leave (such as sick leave) to cover some or all of the FMLA leave.

B. Personal Leave

Personal leaves of absence, without pay, may be granted by the Board, upon written request by a seniority employee with two (2) years of continuous employment with the District. An extension may be granted upon written request to the Board.

While the employee is granted a leave of absence, s/he shall retain the following rights held by him/her before such leave was granted.

1. Upon return from leave, the employee will be granted the first available position within the specific classification from which the leave was granted.
2. Upon return from the leave, the employee will be credited with all unused sick days earned to the date of the beginning of the leave of absence.
3. No employee shall take a leave of absence for the purpose of seeking other employment. This does not prevent an employee from part-time employment elsewhere while on leave due to family related illness.

C. Other Leaves Without Pay

Leave of absence up to one year, for specific reasons shall be governed by the following provisions. An extension may be granted upon written request to the Board.

1. Health

- a. A leave of absence for reasons of health or recommended by a physician, may be granted up to a maximum of one (1) year and will commence after all accumulated sick time has been used. Written application for a health leave shall be made by the employee to the Assistant Superintendent for Business/Support Services. The employee must provide documentation from a physician that includes the diagnosis and estimated length of leave time. In the event that the physician recommends an extension of the leave, the employee's request for extension shall include a current diagnosis and a revised estimate of return-to-work date.
- b. The employee seeking to return to employment after a health leave must be certified by the physician as ready and able to return to their full time work assignment. The employee shall give the District not less than seven (7) days written notice of his/her intent to return or to request an extension.
- c. The employee is entitled to the same or equal position on the staff at the end of the leave if medically qualified. A reduction in the staff may be necessary to create a vacancy for the returning employee, if so; the employee with the least seniority in that classification shall be released.

2. Military

- a. An employee covered by this contract who terminates employment in the school district to perform active service in the Armed Forces of the United States is entitled to re-employment rights in accordance with the state and federal laws governing military leaves of absences, providing he/she meets the following requirements:

1. Has not been dishonorably discharged.
 2. Is physically able to do the work.
 3. Reports for work within ninety (90) days of the date of such discharge, or ninety (90) days after hospitalization continuing after discharge for not more than one (1) year.
- b. A military leave of absence is limited to one (1) term of service unless the term is extended by the government due to a national emergency.
 - c. The seniority of any employee who fails to report for work within the times specified in paragraph 2, a, 3, on this page, shall be automatically broken, unless the employee gives a satisfactory reason for such failure to report.
 - d. As used in this paragraph "Armed Forces of the United States" is defined as, and limited to, the United States Army, Air Force, Navy, Marine Corps, Coast Guard, Air National Guard, or any reserve component thereof.
- D. Fringe Benefit Cost - Leave Without Pay

Employees on qualified FMLA/Health Leaves will be responsible for all fringe benefit costs on the first day of the fourth month of the leave.

ARTICLE XXIII - CONDITIONS OF EMPLOYMENT

A. Health

In order to provide continuing health protection for students and other school personnel, it is agreed that upon initial employment and every year thereafter as required by law, each employee shall provide evidence of:

Pre-Employment Physical - Such state of physical and mental health that he/she is able to attend their assigned duties without undue absence during the ensuing year, and that such physical examination fee to be reimbursed by the District. Such examination shall be given by a physician approved by the Board at the expense of the District.

Other Provision - In the event the personal illness or disability could affect the employee's ability to perform assigned responsibilities, the Board may request the employee to provide a physician's certification that the employee is able to perform assigned duties. The Board may require the employee to see a physician of its choice to verify the health condition.

B. In-Service Training

1. Other Employee Training - The Board will provide in-service training annually during paid time, for all personnel, at no expense to the employees. Reasonable expenses shall be approved by the Board.

D. Safety

2. Drug and Alcohol Abuse

a. Drug Free Workplace

The Board will comply with the Drug Free Workplace Act of 1988. The Board, through the administration, shall develop and implement a drug-free awareness program, and at a minimum, take whatever actions are necessary and appropriate in order to comply with the Act.

The unlawful manufacture, distribution, possession, sale or use of a controlled or illegal substance or alcoholic beverage is prohibited on or at all district buildings and properties, work areas, school owned or school approved vehicles, and at school-sponsored or school approved activities, events or functions, such as field trips or athletic events which occur off school property. An employee who violates these prohibitions may be subject to disciplinary action as provided by Article XI of this Agreement, and/or may be required to satisfactorily participate in a drug assistance or rehabilitation program.

The Board also authorizes and directs the establishment of an employee assistance program that will be available to district employees. Drug counseling shall be one of the services available through the employee assistance program. The program shall be established by mutual agreement between the District and the Union.

b. Drug and Alcohol Testing

The Board will comply with the Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations. The Board, through the administration, shall develop and implement a drug and alcohol-testing program, and at a minimum, take whatever actions are necessary and appropriate in order to comply with the Act and implementing regulations. Procedures or administrative guidelines which go beyond the parameters of the Act shall be mutually agreed between the parties prior to implementation.

E. Personnel File

All medical reports and bus drivers' state driving reports shall become part of the employee's personnel file.

F. Professional Growth

1. In order that promotions may be made from within, employees are encouraged to attend classes, workshops, and conferences beneficial for self-improvement.
2. Employees may be granted permission to attend work-related conferences or workshops approved by their immediate supervisor. Related expenses for classes, workshops, and conferences may be paid by the District. When the District initiates the sending of an employee for education/training, the District will pay the related expenses.

3. Upon request, a summary report shall be submitted to the immediate supervisor within ten (10) work days of said classes, workshops, or conferences.

ARTICLE XXIV - WORK SCHEDULES

A. Full-Time Employees (Maintenance)

1. An employee shall be considered full time when the employee has successfully completed the probationary period and is regularly scheduled to work a full day on a permanent basis. The normal workday for all full-time employees shall be eight (8) hours, exclusive of the lunch hour and normal work week forty (40) hours. The work year for employees shall include days worked, paid leave days, vacation days, and holidays.
2. The pay period for any one week shall be defined as starting at 12:01 a.m. Thursday and terminating at midnight the following Wednesday
3. Regular employees who are rescheduled to work weekends, Saturday and Sunday, as a part of their normal forty (40) hour week, shall be paid an additional twenty-five (25) cents per hour for Saturday or Sunday, in addition to any other shift premium ordinarily paid for his/her normal shift.
4. No employee is to leave his/her assigned workstation or building once the work shift begins unless permission is given beforehand by the department manager.
5. The day shift is any shift starting before 12:00 noon.
6. The afternoon shift is any shift starting after 2:00 p.m., but no later than 7:00 p.m. All employees in the bargaining unit whose shift starts at 2:00 p.m. or later, but before 7:00 p.m., shall receive fifteen (15) cents per hour added to their normal hourly wage as a shift premium bonus.
7. The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay. Time sheets will be required for all employees. All employees will be paid through direct deposit.
8. In a normal work day there shall be two (2) fifteen (15) minute rest periods - one (1) about mid-point of the first four (4) hours and one (1) about mid-point of the second four (4) hours, and a ½ hour lunch period. Rest periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period: thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulated if not taken.
9. Flexible scheduling may be allowed during any school recess period (i.e., working four (4) ten (10) hour days instead of five (5) eight (8) hour days). This schedule will be exempt from the overtime language in Article XXIX. All schedules must have department manager approval.

B. Regular Part-Time Employees (Cafeteria)

1. The normal work day for all regular part-time employees shall be less than eight (8) hours.
2. The hours of work shall be determined by the Administration. It is the understanding of the parties that any determination of hours of work shall not be considered as a guarantee of hours per day or week.
3. Employees shall be entitled to one (1) fifteen (15) minute rest period within each four (4) hour work period. Rest periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period: thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulated if not taken. Employees working less than four (4) hours shall not be entitled to a rest period.

Employees working at least six (6) hours per day are also entitled to a thirty (30) minute lunch period, exclusive of rest periods.

4. Cafeteria

All cafeteria employees working under this Agreement shall be paid on the basis of rate per hour, hours per day, days school is in session when lunch is served, plus any time the supervisor may request for special occasions and the opening and closing of the school year. Cafeteria employees' starting and quitting time may vary by each school's needs and determined by management.

ARTICLE XXV - EVALUATION

The purpose of employee evaluation is to improve employee work performance. In the event an employee has more than one immediate supervisor, the District shall designate an evaluator, and shall inform the employee in writing prior to the beginning of the evaluation process.

A. Evaluation Criteria, Seniority and Probationary Evaluation Timelines

1. Each bargaining unit member, upon his/her employment or, for seniority employees, at the beginning of the appropriate work year, shall be provided a copy of the specific criteria upon which s/he will be evaluated. The criteria shall be limited to the actual performance of the job duties which are a part of the job performed. Evaluation criteria for each bargaining unit classification shall be based on the job description. Work outside of the bargaining unit member's normally assigned duties shall not be formally evaluated.
2. Seniority employees shall be evaluated at least once every two (2) years with the evaluation being completed by May 15th of any given year. Probationary employees shall be evaluated prior to the end of the probationary period, and such evaluation shall include a recommendation from the evaluating supervisor. The recommendation shall be for a) seniority status when the probationary period has ended, or b) for continued probation pursuant to Article XII, Section B., or c) for termination of employment pursuant to Article XII, Section C.

B. Written Evaluations

1. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) working days after the evaluation is completed. The bargaining unit member shall sign and shall be given a signed copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that s/he necessarily agrees with the contents of the evaluation. If the bargaining unit member disagrees with the evaluation, s/he may submit a written response, which shall be attached to the file copy of the evaluation in question. All written evaluations, along with any employee response(s), shall be placed in the bargaining unit member's personnel file. At the employee's request, the evaluator shall hold a conference with the employee for the purpose of reviewing the written evaluation.
2. Each bargaining unit member's evaluation shall include at the conclusion of the report a statement indicating that the evaluator has determined the employee's work performance to be either "satisfactory" or "unsatisfactory".

C. Unsatisfactory Performance Evaluation

1. In the event that a bargaining unit member's work performance is found to be unsatisfactory, the evaluator shall list specific elements of the job duties that have not been performed in a satisfactory manner, shall identify specific actions which the employee is to take to meet a satisfactory performance standard, and shall specify the assistance, if any, to be given to the employee to help the employee attain a satisfactory performance standard. The evaluator shall establish a timeline for such improvement to take place prior to re-evaluation. Such timeline shall provide a reasonable amount of time for the District to provide the assistance, if any, specified in the evaluation, and for the employee to take the actions specified as necessary to meet a satisfactory performance standard.

When a bargaining unit member receives an unsatisfactory evaluation, the Union office shall be notified within five (5) business days. A copy of each unsatisfactory evaluation, along with the plan of improvement and timeline established by the evaluator shall be provided to the Union office.

2. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. Failure to evaluate an employee as prescribed herein shall be interpreted to mean that the employee's performance is satisfactory.

ARTICLE XXVI - RATES FOR NEW JOBS

When a new job is placed in a bargaining unit and cannot be properly placed in an existing classification, the employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rates are proper, it shall be subject to negotiations.

ARTICLE XXVII - OVERTIME

Overtime shall be defined as hours worked continuously in excess of forty (40) hours in any work week as defined (includes vacation days but not sick or personal). All overtime must be approved by the department manager.

- A. Minimum Call-In
 - 1. All regular maintenance employees called in for emergency, and who report for such duty, shall be paid a minimum of two (2) hours and time and one-half.
 - 2. All regular cafeteria employees called in shall be paid a minimum of two (2) hours.
- B. Whenever possible within a building and department, overtime shall be on a rotating basis.
- C. The rate of overtime pay shall be one and one-half times the regular hourly rate for all hours worked over 40 hours per week.
- D. A cafeteria employee(s) will be called in whenever District kitchen facilities are used by an outside group (i.e., a group not directly affiliated with the District). Additional work time will be approved when necessary for a cafeteria employee to reorganize equipment or ala carte items after use of the kitchen facilities for purposes other than normal school meals.

ARTICLE XXVIII - CLASSIFICATION SCHEDULE

- A. The classification schedule of employees covered by this Agreement shall show the following: department, classification, location (work site), and number of weeks worked per year, and shall be set forth in Appendix "B" incorporated in this Agreement.
- B. An employee may request a reclassification if the duties and responsibilities of his/her position are substantially changed. The request must be submitted in writing, with copies to the District, immediate supervisor and Union.

ARTICLE XXIX - HOLIDAYS

- A. All seniority full-time employees shall be paid their regular straight-time hourly rate for the following holiday and recess days when such days fall within their work year:
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Eve
 - Christmas Day Weekdays between Christmas Day and New Year's
 - New Year's Day Day are non-workdays with no pay
 - Good Friday
 - Easter Monday if school is not in session; Floating Holiday if school is
 - In session
 - Memorial Day

- B. Should a designated holiday fall on Sunday, Monday shall be considered as the holiday. Should a designated holiday fall on Saturday, Friday shall be considered as the holiday; provided, however, that if school is in session, the Union and the Board shall agree upon an alternate date.
- C. In order to qualify for paid holidays, the employee shall be required to work the regular work day before and after such holiday unless absence from work is due to illness or excused absence. Medical proof of such illness shall be required as a basis for granting sick leave pay under this clause. Employees on unpaid leaves, including workers' compensation, do not qualify for holiday pay.
- D. For official religious holidays other than those listed above, employees may use personal business or vacation days.

ARTICLE XXX - VACATIONS

Full-time seniority employees shall be granted vacations with pay in accordance with this schedule and vacation days are to be paid at the regular basic hourly wage without shift premium allowance. Vacations are earned in the prior year to be taken during the current year.

All vacation schedules must be approved by the department manager.

Vacation days not taken cannot be accumulated and used the following year.

Vacation days for new employees with service less than one (1) year shall be computed on the basis of 5/6 of a workday for each full month of service.

When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

Vacation Pay Advance

If a regular payday falls during an employee's vacation, he may request a paycheck before vacation upon written request at least two (2) weeks in advance of his/her vacation.

Full-Time Employee Vacation Schedule

One (1) year of service to five (5) years	10 days vacation
Six (6) years of service	11 days vacation
Seven (7) years of service	12 days vacation
Eight (8) years of service	13 days vacation
Nine (9) years of service	14 days vacation
Ten (10) years of service	15 days vacation
Twelve (12) years of service and over	20 days vacation

Cafeteria

Vacation pay is included as part of the (in lieu of) pay as stipulated on the salary schedule Appendix A and B.

ARTICLE XXXI - UNIFORMS

The Board and the Union agree that a standard uniform of dress be worn in the district for the purpose of identification and building security and to promote pride in the organization.

- A. The District will provide an annual uniform voucher of \$175 for all maintenance, employees and \$125 for all cafeteria employees to cover the purchase of District selected uniform items that may include:

T-shirts, long or short sleeve
Polo-type shirts
Sweatshirts

nylon jacket
cafeteria caps

for all employees, as a district uniform. Employees will provide their own pants or slacks, either dark blue, black or khaki jeans or slacks. Shorts may be worn in the summer (or any day in the Spring or Fall where the temperature exceeds 75 degrees) providing they are dark blue, black or khaki and are no shorter than two (2) inches above the knee. Cut-off shorts are not permitted. District uniform shirts may not be altered in any fashion.

- B. Employees are responsible for keeping their uniform items clean and in good repair. In the event uniform items are ruined beyond repair, the District shall replace them.
- C. Employees shall be required to wear the appropriate uniform items provided.

ARTICLE XXXII - UNUSED SICK DAYS

- A. Any employee who dies or has terminated employment with the District, shall be entitled to receive one-half ($\frac{1}{2}$) of his/her accumulated unused sick days, not to exceed one hundred (100) days paid at his/her current rate to be paid through a 401(a) account. (Current employees in maintenance, cafeteria hired prior to 6/30/92 will be grandfathered with one-half his/her accumulated sick days with no cap.) Any new employee covered by this contract and hired after April 1, 1995, shall not be entitled to any benefits under this Article.
- B. In the event an employee dies while employed by the District, his/her designated beneficiary or estate shall receive what benefits the deceased employee has earned, including accumulated unused sick days as stated above.
- C. An employee that may be promoted or transferred into a full time position from a part time position as defined in this Agreement, shall have their sick days pro-rated at each position for retirement or termination purposes.

When computing pay for item (A) above, the accumulated sick days in each classification worked will be paid off at the current rate at the time of termination or retirement.

Example: Employee has worked twenty years as a cafeteria cook/helper and two years as a custodian and retires.

Computation:

Cafeteria employee accumulated 100 days, $100 \times \frac{1}{2} \times \text{scheduled hours} \times \text{current rate} = \text{pay off}$.

Custodial employee accumulated ten days, $10 \times \frac{1}{2} \times 8 \text{ hour day} \times \text{current rate} = \text{pay off}$.

ARTICLE XXXIII - WORKERS' COMPENSATION

Each employee will be covered by the applicable workers' compensation laws.

After ninety (90) days on workers' compensation, it is the employee's responsibility to pay for all fringe benefits.

ARTICLE XXXIV - INSURANCE PROTECTION

1. The employees shall be provided, per this Article, MESSA ABC 2
\$2000/\$4000 deductible
20\$ coinsurance
Rx: 3 Tier Mail
Basic Term Life with Med \$5,000
2. All post 2010 employees who work more than thirty (30) hours per week and any pre-2010 employees who work between twenty (20) and forty (40) hours per week qualify for single health coverage only. If such an employee elects to add a spouse or dependent(s) to their health coverage, the entire premium difference between the elected health coverage and single health coverage premium hard cap shall be the responsibility of the employee.

The District will pay the maximum amount toward health insurance premiums as permitted by PA 152 of 201 for health insurance plans listed in section A.1 of this article. If the premiums for the above benefits exceed the District's contribution, the employee will pay the difference. Such payments may be made through the District's Section 125 Plan with pre-tax funds.
3. Pre-2010 employees who work forty (40) scheduled hours per week will receive single, double or family health coverage as is necessary. No employee will have his or her scheduled work hours reduced who currently work over thirty (30) or forty (40) scheduled hours, in order to avoid qualifying for healthcare insurance. The District shall utilize the State of Michigan hard cap rates for single, double and family coverages separately for determining the District's share of health insurance costs for the pre-2010 full time employees.
4. Employees enrolled in health coverage will also be enrolled in MESSA Dental (Class I: 100%, Class II 80%, Class III: 50%, Annual max: \$1000, Class

IV: 50%/\$1,000 lifetime max) through Delta Dental and Vision through VSP 3 G at the same status (single/ 2P/FF) as health insurance. The District will pay the entire cost for these ancillary benefits. There are no ancillary benefits available for those who qualify, but do not take health insurance, except for the following:

Ancillary Benefits/Cash-in-Lieu. An employee who does not enroll in health insurance will instead receive dental and vision benefits, per this article, and the Board will pay Eighteen Hundred Dollars (\$1,800) per year, paid over ten (10) months to any employee working forty (40) scheduled hours who elects not to enroll in the healthcare plan for which they are eligible. Employees eligible for single health coverage only will qualify for One Thousand Dollars (\$1,000) under the same terms.

5. Employees who owe amounts above the hard cap rates will pay the District via payroll deduction and through the District's Section 125 plan with pre-tax funds. Employees will have any amounts owed deducted over their work year (26 or 20 pays).
6. Employees electing health coverage receive Basic Term Life w/Med of \$5,000.

ARTICLE XXXV - UNION BULLETIN BOARDS

- A. The employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:
 1. Notices of recreational and social events.
 2. Notices of election.
 3. Notices of results of elections.
 4. Notices of meetings.
- B. A copy of notices will be forwarded to the employer.
- C. The membership of this bargaining unit shall have the privilege of using the appropriate school buildings' facilities at all reasonable hours according to Board policy for Union business.

ARTICLE XXXVI - MISCELLANEOUS PROVISIONS

- A. Open Personnel File

Non-confidential material shall not be placed in any employee's personnel file unless or until such employee has been given opportunity to read such material. "Non-confidential" is herein defined to mean all materials placed in such file subsequent to employment.

Each employee may submit his/her written and signed answer to any such material and the answer shall be included in his/her personnel file.

Each employee may examine his/her current employment record upon written request. The review of the file contents must be done in the office of the responsible

administrator and in the presence of said administrator.

B. Mileage

Employees required to use their own transportation in performing their job shall be paid at the rate as provided in the present Board policy.

C. Informing Employees

The employer further agrees to furnish each employee in the bargaining unit with a copy of the existing Master Agreement thirty (30) days after it becomes effective. New employees shall be provided with a copy of the Master Agreement at the time of hire.

D. Copies of Agreement

Copies of this Agreement shall be printed at the expense of the Board and presented to all members of this Union now employed or hereafter employed by the Board.

This Agreement shall supersede any rules and/or regulations of the Board which are contrary to or inconsistent with the terms herein.

E. In case of heavy snow or other emergencies, employees called in to work will be given comp time for hours actually worked.

F. Payroll Deduction

The District agrees to provide payroll deduction for tax-deferred annuity payments and for MPERS retirement service, on a pre-tax basis, upon individual employee authorization. Such payroll deductions as are currently provided shall continue to be provided, upon employee request and authorization.

G. Liability Insurance

The Board shall provide liability insurance to include all employees under this Agreement while in the line of duty with the District.

H. Tax-Deferred Annuities

All tax-deferred annuity plans offered by the Board shall be made available to employees.

ARTICLE XXXVII - CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment of decree no appeal has been taken, such provision shall be void and inoperative; however, all other provisions of the

Agreement shall continue in effect. In such instances, the parties shall meet promptly to negotiate appropriate provision(s) to replace that (those) deemed void and inoperative.

ARTICLE XXXVIII - DURATION OF AGREEMENT

- A. This Agreement and the provisions hereto, when signed by the proper officers of the Board and the Union, shall become operative as of July 1, 2021, and shall continue to and include June 30, 2024.
- B. Nothing in this contract shall prevent the Board from using volunteers in providing services in the District.
- C. This Agreement shall supersede any provision under previous contracts between the Board and the Union.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written:

BOARD OF EDUCATION
CLARENCEVILLE SCHOOL DISTRICT

CLARENCEVILLE
SUPPORT PERSONNEL
ASSOCIATION



President



Secretary

4/24/22

Date



President



Vice President

3/23/22

Date

APPENDIX A - SALARY SCHEDULE
2021-22 For Employees Hired Prior to July 1, 2007

Maintenance		Start	90 Days	1 Year	2 Years		
Semi-Skilled-Utility		18.24	18.69	19.06	20.13		
General Warehouse		17.79	18.27	18.66	19.67		
Cafeteria							
Manager / Cook		12.24	12.72	12.96	13.89		
Helper		10.41	10.88	11.15	12.02		
Pay in lieu of Vacation / Recess / Holidays							
Experience Years		1-5 years	6-10 years	11-15 years	16 years +		
Per Hour Rate		0.85	1.05	1.19	1.41		

2021-22 For Employees Hired After July 1, 2007

Experience Years		Start	90 Days	1 Year	2 Years	3 Years	5 Years	7 Years
Maintenance								
Semi-Skilled-Utility		16.84	16.84	17.27	17.52	17.71	17.97	18.25
General Warehouse		16.50	16.50	16.89	17.14	17.30	17.56	17.82
Cafeteria								
Manager / Cook		12.29	12.29	12.58	12.90	13.10	13.23	13.37
Helper		11.17	11.17	11.44	11.73	11.90	12.02	12.14
Pay in lieu of Vacation / Recess / Holidays								
Experience Years		1-5 years	6-10 years	11-15 years	16 years +			
Per Hour Rate		.72	.89	1.01	1.20			

Signing Bonus (date?):

Maintenance: Maintenance employees will receive a signing bonus of \$1,000

Food Service: Food service employees will receive a signing bonus of \$1,000

APPENDIX A - SALARY SCHEDULE
2022-23 For Employees Hired Prior to July 1, 2007

Maintenance		Start	90 Days	1 Year	2 Years		
Semi-Skilled-Utility		18.60	19.06	19.44	20.53		
General Warehouse		18.15	18.64	19.03	20.06		
Cafeteria							
Manager / Cook		12.48	12.97	13.22	14.17		
Helper		10.62	11.10	11.37	12.26		
Pay in lieu of Vacation / Recess / Holidays							
Experience Years		1-5 years	6-10 years	11-15 years	16 years +		
Per Hour Rate		.87	1.07	1.21	1.44		

2022-23 For Employees Hired After July 1, 2007

Experience Years		Start	90 Days	1 Year	2 Years	3 Years	5 Years	7 Years
Maintenance								
Semi-Skilled-Utility		17.18	17.18	17.62	17.87	18.06	18.33	18.62
General Warehouse		16.83	16.83	17.23	17.48	17.65	17.91	18.18
Cafeteria								
Manager / Cook		12.54	12.54	12.83	13.16	13.36	13.49	13.64
Helper		11.39	11.39	11.67	11.96	12.14	12.26	12.38
Pay in lieu of Vacation / Recess / Holidays								
Experience Years		1-5 years	6-10 years	11-15 years	16 years +			
Per Hour Rate		.73	.91	1.03	1.22			

Retention Bonus (Paid by June 30, 2023):

Maintenance: For those on staff as of July 1st and remain throughout the year will receive a \$500 retention bonus.

Food Service: For those on staff as of October 1st and remain throughout the year will receive a \$500 retention bonus.

APPENDIX A - SALARY SCHEDULE
2023-24 For Employees Hired Prior to July 1, 2007

Maintenance		Start	90 Days	1 Year	2 Years		
Semi-Skilled-Utility		18.97	19.44	19.83	20.94		
General Warehouse		18.51	19.01	19.41	20.46		
Cafeteria							
Manager / Cook		12.73	13.23	13.48	14.45		
Helper		10.83	11.32	11.60	12.51		
Pay in lieu of Vacation / Recess / Holidays							
Experience Years		1-5 years	6-10 years	11-15 years	16 years +		
Per Hour Rate		.89	1.09	1.23	1.47		

2023-24 For Employees Hired After July 1, 2007

Experience Years		Start	90 Days	1 Year	2 Years	3 Years	5 Years	7 Years
Maintenance								
Semi-Skilled-Utility		17.52	17.52	17.97	18.22	18.42	18.70	18.99
General Warehouse		17.17	17.17	17.57	17.83	18.00	18.27	18.54
Cafeteria								
Manager / Cook		12.79	12.79	13.09	13.42	13.63	13.76	13.91
Helper		11.62	11.62	11.90	12.20	12.38	12.51	12.63
Pay in lieu of Vacation / Recess / Holidays								
Experience Years		1-5 years	6-10 years	11-15 years	16 years +			
Per Hour Rate		.74	.93	1.05	1.24			

Retention Bonus (Paid by June 30, 2024):

Maintenance: For those on staff as of July 1st and remain throughout the year will receive a \$500 retention bonus.

Food Service: For those on staff as of October 1st and remain throughout the year will receive a \$500 retention bonus.

**APPENDIX B - DEPARTMENTS/CLASSIFICATIONS/ LOCATION/ WEEKS
WORKED**

DEPARTMENT/ Classifications	LOCATION	WORK WEEKS
DEPARTMENT - MAINTENANCE		
Maintenance Classifications		
Semi Skilled - Utility	Maintenance	51 (Christmas to New Years Unpaid)
General Warehouse	Maintenance	51 (Christmas to New Years Unpaid)
DEPARTMENT -- CAFETERIA		
Cafeteria Classifications		
Manager -Cook	Each School	***
Helper/Cashier	High/Middle/Elementary Schools	***
*** Full school days and a few days before and after the student year		
This table shall not be a guarantee of the assigned weeks per year. Any change in the work week schedule shall be made known to the employees and Union as soon as possible, but not later than two weeks before the change. If a reduction of hours or days is made in a position, such reduction shall be made as provided in Article XII - Layoff and Recall. This table reflects the assigned weeks per year for the duration of this contract.		

APPENDIX C
LETTER OF UNDERSTANDING
EMPLOYEE SAFETY COMMITTEE

The parties agree that the prevention of on-the-job injuries is a joint responsibility that can best be accomplished by District management and the Union working together.

A joint Employee Safety Committee shall be established, and shall be composed of one (1) Union member per work site, selected by the Union, and at least two (2) administrators or supervisors, selected by the Superintendent or his/her designee. The committee shall meet as necessary, but at least two (2) times annually, and shall make periodic recommendations to the Superintendent concerning employee safety.

