

Clare Board of Education

and

Operations/Maintenance Group

Agreement

July 1, 2019, to June 30, 2022

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ARTICLE 1 – MISCELLANEOUS PROVISIONS

1. For the purposes of this Agreement, Operations employees include custodial and maintenance. This does not include substitute employees.
2. If necessary, prior to the expiration of this Agreement, the parties shall meet to agree upon the terms of continuation pending a new contract agreement.
3. All employees hired shall have a one hundred eighty (180) day probation period. At the end of this period, the employee shall either be dismissed or granted seniority back to the date of hire.
4. Continuance of employment as an Operations employee depends, in part, upon the individual's ability to perform assignments without hazard to the safety and health of either themselves, students or any other employee.
5. Approved overtime shall be paid according to Fair Labor Standards Act guidelines.
6. Job openings will be posted for a minimum of five (5) working days.
7. With the Supervisor's approval, comp time can be used only on days when school is not in session.
8. Employees may work a training period in a different classification (*at their current rate of pay*) as determined by the Supervisor.

ARTICLE 2 – JOB CLASSIFICATION

Employees who transfer from a lower paid job classification to a higher one, will be required to serve a thirty (30) day probation period at the first listed step of the salary schedule of the new job classification. Upon satisfactory performance, the employee's salary will be adjusted to a step that is commensurate with the wage level of the previous job classification.

ARTICLE 3 – SALARY SCHEDULE

CUSTODIAL					
Steps	2019-2020		2020-2021		2021-2022
0	13.02		13.17		13.22
1	14.30		14.45		14.50
2	15.60		15.75		15.80
3	16.91		17.06		17.11
MAINTENANCE					
Steps	2019-2020		2020-2021		2021-2022
0	17.23		17.38		17.43
1	19.16		19.31		19.36
2	19.54		19.69		19.74
3	20.12		20.27		20.32

For the 2019-2020 year, employees will receive one (1) year step increase.
 For the 2020-2021 year, employees will receive one (1) year step increase.
 For the 2021-2022 year, employees will receive one (1) year step increase.

In years when steps are received, all steps for all groups will be based on a satisfactory job performance as determined by the supervisor. If an employee does not receive a scheduled step, a review will be done within six months. At that time, if the employee receives a satisfactory review from the supervisor, the employee will be granted their step, but no retroactive wage payments will be made for the previous six months. Step increases will take effect July 1st or upon ratification of the contract.

In years where steps are given: Any ‘newly hired’ employee will advance to the next salary step increase on July 1 if their first working day was before January 1 of that year, they have been employed for a minimum of six months, and have received satisfactory performance evaluations by their supervisor. “Current” employees, beginning July 1, will advance to the next salary step, if their date of hire was before January 1 and they have received a satisfactory performance evaluation from their Supervisor.

ARTICLE 4 – BENEFITS

4.1 – SICK LEAVE

- A. The purpose of the sick leave allowance is to cover the absence of any employee from work because of personal illness, injury, or disability. Sick leave will accumulate at the rate of one (1) day per month up to a maximum of twelve (12) days per year. Sick leave days will be allowed to accumulate from year to year, to a total of sixty (60) days.

The district agrees to buy back sick days, over sixty (60) days, at a rate of twenty dollars (\$20) per day on a yearly basis. Checks will be issued in July.

The district will, upon separation (excluding termination by employer) from Clare Public Schools, with at least ten (10) years of service, buy back sick days at thirty dollars (\$30) per day. See Benefits Table for Sick Days benefits for less than full-time/year round employees.

1. Personal Illness or Disability: The individual may use all or any portion of his/her leave to recover from employee's own illness or disability.
 2. A maximum of four (4) days per working year for critical illness in the immediate family. Immediate family defined as follows: father, mother, husband, wife, child, father-in-law, mother-in-law, and grandchildren. Additional time may be granted at the discretion of the Supervisor or designee.
 3. A maximum of five (5) days for a death in the immediate family. Spouse, father, mother, children, brother, sister, father-in-law, mother-in-law, grandchildren, and grandparents. Additional time may be granted at the discretion of the Supervisor or designee.
 4. One (1) day for death of brother-in-law, sister-in-law, or person whose relationship to the employee warrants such attendance. Extension may be granted at the discretion of the Supervisor or designee.
- B. If there is a question of doubt regarding the illness of any employee, the Administration may require a doctor's statement verifying the illness or may require the employee to submit to a medical examination before sick leave pay is allowed.
- C. An employee may be required to submit to a medical examination and be released by a district approved physician before being permitted to return to work.
- D. An employee who is absent because of an injury or disease and qualified for compensation under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Workers' Compensation law and his/her regular (non-overtime) wages for the duration of the illness. The difference shall be charged against sick leave at the rate of one-third (1/3) sick day. The employee shall receive his/her regular wages from the Board, and wage benefits received from the insurance company are to be endorsed to the School District as long as sick leave benefits are received. Once the employee has exhausted his/her sick leave, the Board's obligation under this paragraph is fully discharged.
- E. The Board shall furnish each individual with a statement at the beginning of each school year setting forth the total sick leave credit.

- F. Sick days must be taken in one-half (.5) day or full day increments.

4.2 – LEAVE OF ABSENCE

- A. Operations employees shall receive two (2) days for personal business which cannot normally be handled outside of work hours. A personal day cannot be used the day before or after a holiday or vacation period, the first or last day of the school term, or the first day of a hunting or fishing season, except with justification in writing to the Supervisor or his/her designee. The Supervisor's decision on the justification will be final. These days may be used in one-half (.5) day or full day units. Any personal days not utilized by June 30, will be converted to 'sick leave days'. See Benefits Table for Personal Days benefits for less than full-time/year round employees.

Personal days cannot be used consecutively with sick leave, vacation days, holidays or snow days.

- B. Any employee called for jury duty during work hours, or who is subpoenaed to testify during work hours in any judicial or administrative matter or who shall be asked to testify in an arbitration or fact-finding concerning the Clare Public Schools shall be paid his/her salary less jury or witness fee for such time spent on jury duty or giving testimony.
- C. FMLA, as defined by current law, will always be applicable and properly administered for any leave taken.

4.3 – SNOW DAYS - HAZARDOUS WEATHER ACCUMULATED TRADE TIME REPLACEMENT

Upon ratification of this contract, a one-time \$450 stipend will be paid to all year round Operations employees (*exception:* Dave Teall will receive a one-time \$1,000 stipend) in July 2019. The stipend will replace the previous snow days section. The snow days language will cease to exist for all Operations employees with payment of this stipend.

4.4 – VACATIONS AND HOLIDAYS

- A. Upon employment, all employees working year round shall receive the following number of paid vacation days, on a prorated basis depending on date of hire:
 - 1-3 years – 15 days
 - 4-19 years – 20 days
 - 20+ years – 25 days
- B. Vacation schedules will be approved by the Supervisor. Vacation conflicts will be resolved according to seniority. With the Supervisor's approval, vacation days may be used in one-half (.5) day units, when school is not in session. With the Supervisor's approval, vacation days may be used on inclement weather days. All vacation days/time must be used between July 1 and June 30. There will be no carry-over days.

C. Operations employees are entitled to the following ten (10) paid holidays:

<i>Independence Day</i>	<i>Christmas Day</i>
<i>Labor Day</i>	<i>New Years Eve</i>
<i>Thanksgiving Day</i>	<i>New Years Day</i>
<i>Friday following Thanksgiving Day</i>	<i>Good Friday</i>
<i>Christmas Eve</i>	<i>Memorial Day</i>

If any of these ten (10) paid holidays occur on the weekend, an alternate day will be paid.

Opening Deer Day

If the opening day of deer season falls on a weekday, it shall be a paid holiday (when school is not in session).

D. Part-time/year round employees shall have pro-rated paid holiday and vacation days, but shall receive only their regular daily rate of pay for their holidays and vacation days.

4.5 – INSURANCE PROTECTION

Full-time Operations employees are eligible for District-paid health insurance coverage, per the Benefits Table.

Less than full-time employees may purchase health insurance coverage at their own expense.

The HSA contributions and BCBS premiums are to be District-paid at the state allowed caps for Full Family, (2) persons, or single subscriber BCBS high deductible health insurance, per the Benefits Table. Employees with district-paid health insurance will also have a \$5,000 district-paid life insurance benefit.

Dental and Vision Insurance is available to all Operations employees at their own cost. The Board reserves the right to change the identity of the insurance carrier, policyholder, and/or third party administrator for any of the above coverage provided that comparable coverage, as determined by the Board, is maintained during contract term. The Board will also make changes in the premium or HSA amount paid by the employee, as deemed necessary by law.

4.6 – CLOTHING ALLOWANCE AND DRESS REQUIREMENT

All employees will receive a clothing allowance, per the Benefits Table. The clothing purchases will be approved by the Supervisor from sources with which the school has established credit accounts.

All Operations employees agree that they will dress similarly during the time school is in session (i.e. green colored work clothes), and present themselves for work in a manner acceptable to the Supervisor or designee. Specifically, clothes shall be recently laundered and appropriately displayed with shirttail tucked in, buttons closed, etc. The goal of the employee is to present a consistent and professional image to the public with whom they often come into contact.

4.7 – BENEFITS TABLE

Benefit Classification	Personal Days	Sick Days	Health Insurance	Clothing Allowance
Part-time/ summer	0	3	Available at own cost	\$75
Full-time/ year round	2	12	HSA contributions and BCBS premiums per state caps	\$175
Full-time/ 10 month	1.5	10	HSA contributions and BCBS premiums per state caps	\$175
Part-time/ year round	Prorated from 2	Prorated from 12	Available at own cost	\$175
Part-time/ 10 month	Prorated from 1.5	Prorated from 10	Available at own cost	\$175

Notes:

Full-time employment will be considered 37 or more scheduled hours per week.

Part-time employment will be considered up to 37 scheduled hours per week.

ARTICLE 5 – SENIORITY AND PERSONNEL REDUCTION

5.1 – SENIORITY

A district wide seniority list shall be established for the Operations employees. A seniority list will be generated annually (June 30).

Length of service with the district shall run from date of first hire unless there is more than a nine (9) month interruption of service. If an employee's service is interrupted (lay-off) for more than nine (9) months, then they shall lose all prior seniority standing. If an employee leaves the job voluntarily, or if their services are terminated, all seniority standing is lost.

When two or more persons have the same length of service, seniority shall be determined by last name alphabetical order.

When staff reductions are necessary, the individual with the least seniority shall be laid off first.

Persons on lay off for less than nine (9) months will be the first hired back on the basis of prior seniority.

Seniority List
Custodial/Maintenance – June 30, 2019

<u>Employee</u>	<u>Length of Service</u>	<u>Date of Hire</u>
Teall, David	41.75	08/29/77
Robison, Thomas	19.5	01/10/00
Wyse (Banach), Lisa	11.25	03/03/08
Teall, Tammy	11.25	03/03/08
Moultrie, Percy	11.25	03/14/08
Perry, Donald	7.75	08/22/11
McNerney, Bernie	6.75	09/21/12
Snear, Deanna	6.5	12/03/12
Phillips, Renea	3.0	06/13/16
Cipolletti, Angela	2.25	04/04/17
Livermore, Stacie	.58	06/06/17

5.2 – PERSONNEL REDUCTION

In the event that a reduction in personnel shall become necessary, the least senior employees will be reduced if those remaining possess the qualifications and skills/competencies to fill the remaining positions.

ARTICLE 6 – GRIEVANCE PROCEDURE

Any operations/maintenance group member that feels and can identify there has been a violation, misinterpretation, or misapplication of any provision of this agreement may file a grievance.

(Step I) The group member shall first present the matter to his/her immediate supervisor within (10) ten working days of the alleged contract violation/misinterpretation. If satisfaction is not obtained within (10) ten working days of the meeting, the member may proceed to Step II.

(Step II) Within (10) ten working days, the member must place in writing the alleged agreement violation, the issue or issues and cite the specific areas of the agreement involved in the complaint/violation. The document must then be submitted/presented to the superintendent of schools and/or his/her designee. Within (10) ten working days of receiving the written documentation/appeal, the superintendent and/or his/her designee must meet with the grievant and his/her representative. Within (10) ten working days, the superintendent and/or his/her designee shall respond in writing with their answer to the appeal. If satisfaction is not obtained at Step II, the member may proceed to Step III.

(Step III) The grievant may appeal within (10) ten working days to the Board of Education by indicating that desire to the Board of Education Secretary in writing. The Board's decision will be the final decision.

ARTICLE 7 – DURATION OF AGREEMENT

This agreement shall become effective as of July 1, 2019, and shall continue in full force and effect and be legally binding on the parties hereto, until June 30, 2022.

**CLARE BOARD OF EDUCATION
REPRESENTATIVES**

By: J. Walter II
Superintendent

By: [Signature]
Board President

**OPERATIONS/MAINTENANCE GROUP
REPRESENTATIVES**

By: [Signature]
Representative

By: David Beall
Representative