

AGREEMENT BETWEEN

PINCKNEY COMMUNITY SCHOOLS

BOARD OF EDUCATION

AND

PINCKNEY COMMUNITY SCHOOLS

BUILDINGS & GROUNDS STAFF ASSOCIATION

EFFECTIVE: JULY 7, 2016, THROUGH JUNE 30, 2017

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ARTICLE 1
AGREEMENT

This agreement is made and entered into as of the July 7, 2016 by and between the Board of Education of the Pinckney Community Schools, hereinafter called the "Employer," and the Pinckney Buildings and Grounds Staff Association, affiliated MEA/NEA, hereinafter called the "Union."

ARTICLE 2
RECOGNITION

Section 1: Union Recognition

- A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the Employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages and hours of employment.
- B. The term "Employee" as used herein shall include all custodial, maintenance, groundskeeper, and shipping/receiving Employees of the Employer, and excludes substitutes, supervisors, and all other Employees.

The use of the masculine or feminine gender, or any titles which connote gender in this Agreement, shall be construed as including both genders, and not as sex limitations.

ARTICLE 3
MANAGEMENT RIGHTS

It is agreed that the Employer hereby retains and reserves unto itself, without limitation all the powers, rights, authority, duties and responsibilities enumerated in the School Code and conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States, including, and without limiting the generality of the foregoing, the rights to:

- 1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities and work of its Employees;
- 2. Hire all Employees and determine their qualification and the conditions of their continued employment;
- 3. Promote, transfer and assign all Employees;
- 4. Determine the size of the work force, and to expand or reduce the work force;
- 5. Establish, eliminate, continue or revise any personnel and employment policies and/or work rules and regulations;

6. Dismiss, demote and discipline Employees;
7. Establish, modify or change any work, business or school schedules, hours or days;
8. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, establish standards of operation and performance, and determine the means, methods and processes of performing and/or accomplishing the work to be done, including the assignment and distribution of tasks and work among any of its work force.
9. 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.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

The exercise of foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 4 VISITATION

Upon request by the Union, and the presentation of proper credentials and following established building security policies, officers or accredited representatives of the Union shall be admitted into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for the assisting in the adjusting of grievances, provided, that said visitation shall not be in areas which would be detrimental to the management and the function of the school system and its students.

ARTICLE 5 ASSOCIATION REPRESENTATIVES

- A. The Employees shall be represented by a President, Vice President, Secretary, Treasurer, and Association Representatives who shall be chosen or selected in a manner determined by the Employees and the Union, and whose names shall be furnished to the Employer in writing by the Union.

- B. Reasonable arrangements may be made to allow the union officers time off with pay for the purpose of investigating grievances, and to attend grievance and negotiation meetings, after arrangements have been made with their immediate supervisor.
- C. When the Employer hires a new Employee, the President shall be supplied the following information within the newly hired Employee's first thirty (30) calendar days of employment: name, address, date of hire, classification, job location and shift assignment.

ARTICLE 6 **SAFETY PRACTICES**

- A. The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the Employees may encounter at their places of work.
- B. The Employee will notify the Employer in writing of any such job hazard as soon as the Employee first becomes aware of such unsafe areas, conditions or equipment. The Employer upon notification of any alleged unsafe condition shall investigate such condition, and shall be expected to make adjustments in such condition if, in the Employer's investigation the alleged unsafe condition is found to be a hazard to the Employee.
- C. Nothing herein shall be construed to prohibit the Employee from exercising his rights under state or federal law.

ARTICLE 7 **JURISDICTION**

Supervisory Employees and other non-bargaining unit Employees of the Employer may properly be utilized to perform bargaining unit work as determined by the Employer. This includes the supervisor performing unit work to instruct or train Employees, experimentation, or in case of emergency, or where Employees are substitute, summer, student helpers, or similarly limited Employees.

ARTICLE 8 **SENIORITY**

- A. Seniority under this agreement shall be defined as the total number of hours worked (excluding overtime) in a position within the bargaining unit starting with the amount credited as of June 12, 2008. Time on paid sick leave, vacation and authorized military service count toward seniority; unpaid time, including unpaid time on worker's compensation (i.e. – when paid sick leave is exhausted), does not accumulate seniority. For maintenance, grounds and shipping/receiving positions, seniority within a classification (pay classification per Schedule A) will also be accrued. Seniority in classification shall be defined as the total number of

hours worked within a job classification, excluding unpaid time as defined above and temporary or substitute time within a classification. Classification seniority will come into effect during times of layoff and recall for bumping and placement rights per Article 9 (Layoff and Recall).

- B. A newly hired Employee shall be on a probationary status for ninety (90) calendar days taken from and including the first day of employment, of which forty-five (45) calendar days must be served, while school is in session; therefore, some Employees may have to serve more than ninety (90) calendar days. If an employee is absent during the probationary period, the probationary period will be extended by the same number of days as the employee was absent. If at any time prior to the completion of the specified probationary period, the Employee's work performance is unsatisfactory, the Employee may be dismissed by the Employer during this period without appeal by the Union.
- C. Fringe benefits will become available after ninety (90) calendar days, subject to the terms of PPACA federal law.
- D. Probationary Employees completing their probationary period shall be granted seniority to date of hire, and placed on the base rate pay scheduled for their classification.
- E. An Employee will lose their seniority for the following reasons:
 - 1. The Employee resigns.
 - 2. The Employee is discharged for cause.
 - 3. The Employee is absent for three (3) working days without notifying their supervisor without a good and sufficient reason.
- F. Seniority shall be frozen within the bargaining unit for an Employee who transfers to a supervisory position. That Employee has the right to exercise their seniority and return to the bargaining unit in the event that such Employee vacates their supervisory position.
- G. An agreed-to seniority list shall be made available to each Employee covered by this Agreement on or about July 1 of each year. Such list shall contain each Employee's name, date of hire, Employee's location and classification. Employees shall have thirty (30) calendar days upon receipt of the seniority list to submit corrections to the Employer.
- H. In the event that two or more bargaining unit members have the same seniority, the employee having the highest number of the last four (4) digits of their social security number shall have the highest seniority within the bargaining unit.

ARTICLE 9
LAYOFF AND RECALL

- A. Employees shall be laid off or recalled according to their bargaining unit seniority, those with the least seniority to be laid off first. For employees in maintenance,

grounds and shipping/receiving classifications, classification seniority shall be the seniority taken into consideration during layoff and recall.

B. An Employee scheduled to be laid off has the right to be administratively placed in a position for which he/she is qualified as specified below:

1. If the Employee scheduled for layoff possesses sufficient seniority, he/she shall first be assigned to displace the least senior Employee in the same pay classification for which he/she is qualified.
2. If displacement cannot occur within the same pay classification, the Employee, if he/she possesses sufficient seniority, shall be assigned to displace the least senior Employee in the next lower pay classification for which the Employee is qualified.

Example 1: Employee A in General Maintenance has 10,000 hours within this job classification and 20,000 hours in positions within the bargaining unit. Employee B has 12,000 hours in the bargaining unit, all within this classification. A General Maintenance position is eliminated. Employee B remains in the General Maintenance position and Employee A has 20,000 hours of seniority accrued to be administratively placed into a custodial position.

Example 2: Employee C is a Navigator Head Custodian with 20,000 hours in this classification and 10,000 hours as a Custodian (a total of 30,000 hours in the bargaining unit). This position is eliminated. Employee C has 30,000 hours of seniority and can be administratively placed into the next lower pay classification (Elementary Head Custodian) and displace Employee D who has 25,000 hours as an Elementary Head Custodian. Employee D then can be administratively placed in a Custodian position displacing the least senior Custodian.

C. An Employee shall be given 21 calendar days notice of intended layoff except in the case of an emergency (i.e., natural disaster, employee work stoppage, etc.) whereby a one (1) day notice shall be required.

D. Employees shall be recalled on the basis of seniority; those with the most seniority shall be recalled first to a vacant position for which they are qualified. Recall rights shall be maintained for two (2) years from the effective date of layoff. Recall notice shall be sent by certified mail to the address on file with the Personnel Office. Employees who fail to report to work within ten (10) days of the date of the sending of the recall notice, unless an extension is granted in writing, shall be considered as a voluntary quit regardless of the classification recalled to, and shall thereby terminate his/her employment relationship with the Employer.

ARTICLE 10
TRANSFER AND PROMOTIONAL PROCEDURE

- A. Notice of all vacancies and newly created positions shall be posted on Employee bulletin boards within fourteen (14) calendar days from the date of the vacancy, or the establishment of the new position. The Employees shall be given a minimum of seven (7) calendar days time in which to make application to fill the vacancy or new position or any other vacancy that may result from filling the original vacancy or new position. The Employer shall establish a meeting within ten (10) work days of the closing date for anyone who has expressed interest in the vacancy(s). Each bidder by seniority will be given an opportunity to accept or refuse the vacancy open to them. As a person accepts a vacancy, their position becomes available to the next person by seniority until all vacancies are filled. For all vacancies, except Head Custodian and maintenance and grounds positions, the senior Employee making application shall be transferred to fill the vacancy or new position, provided the Employee has the necessary qualifications to perform the duties of the job involved. For Head Custodian and maintenance and grounds vacancies, selection shall be made based on the Employer's determination of superior experience, skill, ability, work attitude and/or other objective criteria. If Employees have equivalent experience, skill, ability, work attitude and/or other objective criteria, then the most senior qualified candidate will be selected for the position. The Employer will conduct periodic qualifications testing for head custodian and general maintenance classification positions in consultation with the union. Job descriptions will be revised and distributed within ninety (90) days of ratification.

Newly created positions or vacancies are to be posted in each building in the following manner:

1. Type of work
2. The classification
3. The place of work
4. The starting date
5. The rate of pay
6. The hours to be worked
7. The minimum qualifications for the position

Postings shall be distributed to each facility.

- B. A newly promoted Employee shall serve a probationary period of thirty (30) working days, with such working days to be when school is in session. The Employee, upon being promoted, shall be paid the base rate of pay for the position effective the first (1st) day the Employee assumes the position. During the thirty (30) working days probationary period, the Employee may request to be returned to their former position, and the Employer shall honor such request, or in the event that the Employee's work performance is not satisfactory, the Employer shall have the right to return the Employee to their former position.

An Employee who is awarded a Head Custodian position shall serve a sixty (60) working day probationary period during which the Employee may request to be returned to his/her former position and the Employer shall honor such request or in the event the Employee's work performance is not satisfactory, the Employer shall

have the right to return the Employee to his/her former position. Any Employee who makes application for another position and who is selected for that position shall not be permitted to make application for another position in the same classification for sixty (60) calendar days. An Employee on an improvement plan cannot make an application for another position until the employee has satisfied the requirements of the improvement plan to the point where their performance is deemed satisfactory.

- C. Any Employee temporarily transferred from their classification to another classification within the bargaining unit, shall be paid either the rate of the position from which the Employee is transferred, or the rate of pay for the position to which the Employee is transferred, whichever is higher.
- D. Except as noted in Section E. below, temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar days time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar days, the position shall then be considered to be vacant, and shall be posted for bidding from interested Employees.
- E. Where an Employee is on an approved leave of absence or worker's compensation leave with an expected return to work date of more than thirty (30) days, said position shall be posted for filling on an interim basis for up to six (6) months with the Employee retaining the right to return to their specific position for six (6) months. If the Employee is off work for more than six (6) months, said Employee shall only retain the right to return to a position at the same or lower classification with the Employer provided the Employee possesses sufficient seniority and can perform the available work.
- F. Any Employee who is bumped as a result of another Employee returning to his/her former position (now occupied by the Employee to be bumped) shall be returned to his/her former classification and rate of pay. To the extent reasonably possible, it is the preference of both parties that subs will be used to 'backfill' vacated positions to avoid bumping of bargaining unit members.
- G. The Employer reserves the right to fill absences with substitute employees. Efforts will be made to fill vacancies with bargaining unit members first. Custodians interested in filling in for Head Custodians must meet Employer qualifications and will be placed on a Head Custodian substitute list. Periodic interviews and/or testing will be conducted by the Employer for Employees interested in being placed on the Head Custodian substitute list. If an Employee is denied placement on the list, the district will inform the Employee and union of any deficiencies and offer training opportunities where appropriate.

ARTICLE 11

NEW JOBS

- A. The Employer shall have the right to establish, evaluate, change and obsolete jobs, provided such action on the part of the Employer shall not be directed

towards reducing the rate of a job in which no substantial change in the job itself has occurred. A "New Job" shall be defined as:

1. A newly created position for which the duties and responsibilities do not fit within a current classification in the contract.
2. An existing position for which the duties and responsibilities have substantially changed, whereby the position no longer fits within an existing classification.
3. Definition of a new job shall not include a change to an existing position in hours, days, location or area within a building.

The Employer shall place into effect the new classification, and a rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such job which has been placed into effect upon the institution of such new job.

- B. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and pay rate. The parties shall meet within (30) calendar days of receipt of the union's request to begin bargaining the rate and classification. The negotiated rate, if higher than the temporary rate, shall be applied to the date the Employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay the issue may be submitted to the grievance procedure up through step five. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, the new classification shall be added to and become a part of Schedule A of this Agreement.
- C. If the Union believes the duties and responsibilities of a position have changed substantially that the position has become a "new job", the Union shall submit this in writing to the employer within thirty (30) days of the change in duties and responsibilities and the process for bargaining outlined in Section B above will commence within thirty (30) days.

ARTICLE 12

DISCIPLINE/DISCHARGE

- A. Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, with the Employee having the right to defend themselves against any and all charges. When the Employer feels disciplinary action is warranted, such action must be initiated within fifteen (15) working days of the occurrence of the condition giving rise to the action, or within fifteen (15) working days of the date that it is reasonable to assume that the Employer first became fully aware of the conditions giving rise to the discipline. Written notification of

dismissal, suspension and/or other disciplinary action shall be sent to the Employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following:

1. The state of being under the influence of alcohol and/or possession of illegal narcotics;
 2. Dishonesty;
 3. Insubordination;
 4. Theft or vandalism;
 5. Violation of school work rules, School Board policy, or statutes or governmental regulations;
 6. Excessive absenteeism
 7. Willful violation of agreed upon Employer's Rules.
- B. Written reprimands shall be removed from an Employee's personnel file after a period of at least three (3) years has elapsed without an occurrence of disciplinary action against him/her, subject to provisions of PA 189 of 1996.

Upon request, an Employee shall have access to review and copy any items in his/her personnel file.

ARTICLE 13

LEAVE OF ABSENCE

- A. An Employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work, shall be given a leave of absence without pay for a period of time up to one (1) year, which may be extended by mutual agreement, provided the Employee promptly notifies the Employer of the necessity; therefore, and provided further that the Employee supplies the Employer with a certificate from a medical or osteopathic doctor of mutual choice, of the necessity for such absence and for the continuation of such absence, when the same is requested by the Employer.

Within ten (10) working days prior to the expiration of the leave, the Employee shall notify the Employer in writing of his/her intent to return to work, accompanied by a written statement from a physician certifying the fitness of the Employee to fulfill his/her duties.

- B. An Employee who is physically unable to report to work for reasons compensable under the Worker's Compensation law, shall be granted a leave of absence for up to one (1) year, provided the Employee reports the injury/accident promptly, and the Employer receives documentation of the medical necessity for the absence. An Employee may utilize their accrued sick leave (pro-rated) to be paid the difference between their regular wages and the allowance under the Worker's Compensation law, except that in no case shall the Employee be compensated more that he/she would have received in net earnings had he/she worked during this time period. Seniority shall accrue only for the time the Employee is utilizing their accrued sick leave.

- C. Leaves of absence without pay and seniority, may be granted for reasonable periods of time for physical or mental illness, prolonged serious illness in the immediate family, which includes husband, wife, children or parents living in the same house.
- D. Leaves of absence without pay and seniority may be granted for reasonable periods of time for training related to an Employee's regular duties in an approved educational institution. The Employee should give six (6) months advance written notice whenever possible.
- E. An Employee upon request may be granted an unpaid leave of absence not to exceed one (1) year for the purpose of parental care of the Employee's newborn child or newly adopted infant child. Seniority shall not accrue during the unpaid leave.
- F. The reinstatement rights of any Employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
- G. Leaves of absence without pay, and without loss of seniority, will be granted as required by law to Employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their required annual field training obligations, provided such Employees make written request for such leave of absence immediately upon receiving their orders to report for such duty and provide a copy of their written orders to the Employer.
- H. Any Employee in the bargaining unit who is either elected or appointed to a full-time position or office in the Union whose duties require their absence from work, shall be granted a leave of absence without pay or seniority during their term of office or position, and at the end of such term shall be entitled to resume their regular seniority status and all job and recall rights.
- I. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.
- J. Unpaid Personal Leave

An Employee may apply to the Director of Buildings and Grounds for an unpaid personal leave of absence for up to two (2) weeks in duration. The granting of said requests shall be at the discretion of the Director of Buildings and Grounds. A request that is denied shall have the reason(s) for the denial so stated on the request form. Seniority shall not accrue for leave time granted under this section.
- K. The Employer agrees to abide by all of the terms and provisions of the federal Family and Medical Leave Act (FMLA), as amended.

- L. For leaves granted under Sections B-H of six (6) months or greater, upon returning to work, the Employee shall be returned to his/her former classification provided the Employee possesses sufficient seniority and can perform the available work.

ARTICLE 14

GRIEVANCE PROCEDURE

Definitions

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
- B. The time elements in the steps may be shortened, extended or waived upon written mutual agreement between the parties.
- C. For the purpose of processing grievances, working days shall be defined as those days Monday through Friday, excluding all paid holidays.
- D. Any grievance which is not appealed within the specified time limits set forth in that step level, shall be considered to be settled on the basis of the decision rendered at the previous step level. If the answer to a grievance is not given within the specified time limits of that step level, the appealing party may automatically appeal the grievance to the next step level of the grievance procedure.
- E. Any Employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date that it is reasonable to assume that the Employee first became fully aware of the conditions giving rise to the grievance, shall not hereafter be considered a grievance under this Agreement.
- F. Individual bargaining unit members shall not have the right to process a grievance to arbitration.

STEP ONE

- A. Any Employee having a complaint shall discuss the complaint informally with their immediate supervisor, and if the complaint is not settled orally, the Employee may request a meeting with the Chief Steward to discuss it as a grievance.
- C. A Steward or Employee then may submit the grievance in writing to their immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based, and the alleged contract violation. The Employee and/or a Steward shall sign the grievance. The immediate supervisor shall respond in writing within five (5) working days of receipt of the grievance.

STEP TWO

- A. An appeal of the decision of the immediate supervisor shall be presented to the Assistant Superintendent for Human Resources within five (5) working days of receipt of the answer by the immediate supervisor. The Chief Steward shall meet with the Assistant Superintendent for Human Resources or his/her designee to discuss the grievance within five (5) working days of receipt of the appeal.
- B. The Assistant Superintendent for Human Resources or his/her designee shall give his/her decision in writing relative to the grievance within ten (10) working days of his meeting with the Chief Steward.

STEP THREE

- A. Any appeal of a decision rendered by the Assistant Superintendent for Human Resources or his/her designee shall be presented to the Superintendent of Schools within five (5) working days, from the date of receipt of the answer given by the Assistant Superintendent for Human Resources, and the Superintendent of Schools or his/her designee shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing, and shall state the reason or reasons why the decision of the Assistant Superintendent for Human Resources was not satisfactory.
- B. The Superintendent of Schools or his/her designee shall give his decision in writing relative to the grievance within five (5) working days of the date of the meeting with the Business Representative of the Union.

STEP FOUR

- A. Any appeal of a decision rendered by the Superintendent of Schools shall be presented to the Board of Education within five (5) working days of the date of receipt of the decision rendered by the Superintendent of Schools or his/her designee, and the Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing, and shall state the reason or reasons why the decision of the Superintendent of Schools or his/her designee was not satisfactory.
- B. The Board of Education shall give their decision in writing relative to the grievance within ten (10) working days of the date of the Business Representative's meeting with the Board of Education.

STEP FIVE

If the Union is not satisfied with the decision of the Board of Education, it may within five (5) working days from the date of the decision rendered by the Board of Education, request the normal service of State Mediation, as provided by Michigan State Law.

STEP SIX

- A. If the appealing party is not satisfied with the disposition of the grievance in State Mediation, then within fifteen (15) calendar days from the date of the final State

Mediation meeting, the appealing party shall request the American Arbitration Association to submit a list of five (5) persons. The representatives of the Employer and the Union shall determine by lot the order of elimination, and thereafter each party shall in that order alternately eliminate one (1) name until only one (1) remains. The remaining person shall thereupon be accepted by both parties as the Arbitrator.

- B. The Arbitrator, the Union, or the Employer may call an Employee as a witness in any arbitration hearing.
- C. Each party shall be responsible for the expenses of the witnesses that they may call.
- D. The Arbitrator shall not have jurisdiction to, subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.
- E. The fees and expenses of the Arbitrator shall be apportioned as follows:
 - 1. If the grievance is granted, the Employer shall pay the fees and expenses of the arbitrator in full.
 - 2. If the grievance is denied, the fees and expenses of the arbitrator shall be paid in full by the Union.
 - 3. If the grievance is granted in part and denied in part, the arbitrator shall apportion the fees and expenses on a percentage basis according to the degree to which each party failed to prevail.
- F. The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the conclusion of the arbitration hearing.
- G. The Arbitrator shall document all pertinent findings that influenced, and/or were directly used in formulating his opinion. The legal brief shall be suitable for submission in any court of competent jurisdiction.

ARTICLE 15

HOURS AND WORK WEEK

Section 1: Work Week

- A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 168 hours thereafter. The Employer reserves the right to establish a weekly work schedule that includes a Saturday or Sunday at the new High School or Pathfinder School. If such a position is created, it is the Employer's intent that the position would be posted and filled on a voluntary basis.
- B. The normal work day shall be eight (8) consecutive hours, exclusive of the unpaid lunch period.

Section 2: Overtime Rates Will Be Paid As Follows

- A. Time and one-half (1½) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period and all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned. Inservice time will not be paid at the overtime rate unless it resulted in an Employee going beyond a forty-hour work week.
- B. Double time will be paid for all hours worked on Sunday, when such hours are overtime. Hours worked on Sunday shall be considered overtime when more than five (5) days (full or part-time) are worked in a work week.
- C. The Employer shall furnish the Employees covered by this Agreement a minimum of twelve (12) hours notification prior to the date that overtime work is to be scheduled, whenever possible, as to the need to schedule such overtime work except that weekend overtime offered with less than twenty-four (24) hours notice may be declined without charge against the Employee.
- D. Weekend pool checks shall be paid at time and one-half (1½) for actual time worked, with a minimum of one (1) hour paid.
- E. Time worked monitoring or adjusting computer controls off-site will be paid at time and one-half (1½) for actual time worked.

Section 3: Call Back

- A. Whenever an Employee is required to return to work after the completion of their regularly scheduled working hours, the Employee shall receive pay for the actual time worked at time and one-half (1½) their regular rate, or a minimum of four (4) hours pay or two (2) hours pay if called back for an alarm problem at the Employee's straight time hourly rate, whichever is the greater, unless the recall is due to the negligence of the Employee.
- B. The Employee may be required to work at assigned work two (2) hours when called back, at the discretion of the Employer.
- C. Paid holidays and vacation days shall be counted as hours worked in computing all overtime hours.

Section 4: Distribution of Overtime

- A. Overtime in the building shall be divided and rotated as equally as possible among those Employees who regularly perform such work starting each July 1 with the senior Employee.
- B. All overtime worked or refused will be posted on the bulletin board at each building monthly. A copy of this list will be made available to each Employee once a month and the list shall start over each July 1. New hires shall be placed at the highest number of hours on the rotation list at the effective date of hire.

1. The weekly list of available overtime will be posted in a designated place in each building weekly. It is each Employee's responsibility to read and place their initial next to the overtime offering that they are interested in. The list will be sent to the Director of Building and Grounds by the Head Custodian by noon on Wednesdays. Once reviewed and completed by the Director, the weekly overtime assignment sheet will be sent to each Head Custodian for posting in the custodial break room in each building by Friday of each week. If the assignment sheet is not posted in the designated area, the Director should be notified.
 2. If the Employer deems it necessary for continuity or project related reasons that a Saturday and Sunday overtime assignment be linked (i.e. the employee must work Saturday and Sunday if they bid on the assignment), then the overtime will be posted in that fashion. If the selected Employee cannot fulfill the Saturday assignment, then their replacement will be offered the Saturday and Sunday assignment. It is anticipated that overtime assignments linking Saturday and Sunday will be infrequent, not the norm.
 3. If overtime is needed on a Saturday or Sunday for snow removal or other "Act of God" circumstances, Employees will be called in based on the building overtime rotation, provided the Employee has demonstrated the ability to operate necessary snow removal and related equipment.
 4. Employees will not be considered as refusing overtime during the time they are absent under an approved FMLA leave.
- C. Overtime within the bargaining unit shall be offered on a volunteer basis first to the low hours Employee within the classification, then to the next low hours Employee, etc.
- D. Employees may elect not to be called for overtime on a quarterly basis and their time will be adjusted to the high hours at the end of the quarter.
- E. If given less than twenty-four (24) hours of notice of overtime and the Employee does not want to be called or can't be reached at home, this will be considered refusing overtime and will be recorded accordingly as a refusal.
- F. If all unit members decline an overtime assignment, and there are no qualified substitutes available, unit members will be assigned in inverse seniority order to perform the necessary assignment. Employees shall be required to perform the overtime assignment unless the Supervisor excuses the Employee based on a legitimate reason such as a pre-planned absence.
- G. In order to provide occasional assistance to the Maintenance Department and to provide an opportunity for custodial Employees to attain some maintenance experience, unit members may be assigned as a Maintenance Helper as the Employer deems necessary. Interested unit members may indicate their interest in Maintenance Helper responsibilities in writing to the Assistant Superintendent for Human Resources and will be selected based on mechanical/maintenance aptitude and work record for this specific overtime rotation. Compensation will be

at the first step on the General Maintenance rate or the Custodian's current hourly rate whichever is higher.

Section 5: Shift Differential

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 4:00 p.m. and 12:00 midnight, will receive a shift differential of twenty (20) cents per hour for all hours worked that day. Employees who are regularly scheduled for four (4) or more hours of work between 12:00 midnight and 8:00 a.m. shall receive a shift differential of thirty (30) cents per hour for all hours worked that day.

Section 6: Rest Periods

All Employees covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first five (5) hours worked; and one (1) fifteen (15) minute rest period during the second half of the eight (8) hour work day. Employees may be required to remain on school district premises during rest periods.

Section 7: Emergency School Closing

- A. When schools in the district are closed due to severe weather conditions prior to the opening of school, all Employees will be expected to report to work at their normal starting time. If the Employer does not need the Employee to report to work on a day school is closed for an emergency reason, the Employer will notify the Employee that their presence is not needed and they will receive their regular day's pay for the day. An Employee unable to report due to the severe weather conditions shall notify the Maintenance Supervisor as soon as possible. An Employee who notifies the Maintenance Supervisor and is able to report at a later starting time agreeable with his/her supervisor shall be allowed to complete eight (8) hours of work for the day as assigned.
- B. If an Employee is unable to report to work due to severe weather conditions, he shall notify the Supervisor. If the Supervisor is properly notified, said absent Employee may receive his normal day's pay for such day even though no work is performed by the Employee by utilizing an accumulated sick/business leave day carried over from the previous school fiscal year. An Employee with no accumulated days outlined in Article 15, shall be allowed to use one of his/her two current years personal business days if available.

Section 8: Special Events Assignments

At times other than when custodians are regularly scheduled in the buildings, the Employer agrees to continue the practice of utilizing a custodian to cover special events and activities that generate the need for custodial services other than building security. It is up to the discretion of the Employer to determine whether an activity will generate the need for custodial services.

ARTICLE 16

SICK LEAVE, PERSONAL BUSINESS DAYS, AND FUNERAL LEAVE

Section 1: Sick Leave

- A. Each Employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month, with a limit of one hundred (100) days. This one day per month shall be pro-rated for time an Employee is not paid through the Employer, i.e. worker's compensation, unpaid leave and any other time off without pay.
- B. Sick leave shall be granted to an Employee when they are incapacitated from the performance of their duties by sickness or injury or for medical, dental, optical examinations or treatment. Sick leave shall also be granted when a member of the family of the Employee requires the care and attendance of the Employee due to illness or injury, and upon the Employee furnishing medical verification of that fact to the Employer.

Employees shall report their absence from work as early as possible but not later than one and one-half (1½) hours before their scheduled reporting time, except in the case of an emergency. A doctor's statement shall not be required for any absence of less than three (3) days except in cases of suspected abuse, chronic absenteeism and/or mass absences.

- C. An Employee who has accumulated ten (10) years of service upon retirement from the school system (as defined by the Michigan Public School Retirement Law) or the surviving spouse upon the Employee's death, shall be paid in full for all of their unused accumulated sick leave days.
- D. Each Employee covered by this Agreement, who has completed ten (10) years of service, shall be paid in full for all of their unused accumulated sick leave days upon separation from the Employer.
- E. Records of sick leave accumulated and taken shall be available to the Employee or the Union upon request.

Section 2: Funeral Leave

All Employees covered by this Agreement shall be granted up to five (5) working days off with pay for a death in the immediate family. The immediate family shall be construed to mean one (1) of the following: Husband, Wife, Children and Stepchildren, Parents and Stepparents, Immediate Parents-in-Law, Brother, Sister, and Grandparents. Additional time off will be granted for necessary time to travel to distant states for funeral services by the fastest transportation available. A slower method of transportation shall require time off without pay. This additional time is to be charged to the Employee's individual single sick leave bank.

Section 3: Personal Business Days

Each Employee covered by this Agreement shall be allowed three (3) business days per year with pay. No more than one (1) separate application per shift shall be allowed by the immediate supervisor for the same day or days. Any unused personal business days shall be accumulated into the Employee's individual single sick leave bank in addition to their normal accumulative sick leave. Employees shall request personal business days not less than three (3) days in advance.

Section 4: Professional Development

Employees may be released and paid their daily wage to attend appropriate professional development activities such as workshops, conferences, classes, etc., upon request and approval of the Supervisor.

**ARTICLE 17
HOLIDAYS**

A. The Employer will pay the normal day's pay for the following holidays, even though no work is performed by the Employee:

New Year's Eve Day	July Fourth	Christmas Eve Day
New Year's Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	Day After Christmas
Memorial Day	Friday Following Thanksgiving	

B. Employees required to work on any of the above named holidays, either the calendar holiday or the day designated by the Employer for celebration of the holiday, shall receive double time for hours worked, in addition to the regular holiday pay.

C. If an Employee is on vacation on any of the above named holidays, the Employee shall receive their normal day's pay for the holiday and will not be charged a vacation day.

D. Employees off sick on the holiday, or the day before or after the holiday shall be required to submit medical proof of illness to receive holiday pay.

E. For Employees involved in a job share, each Employee will receive holiday pay only if the holiday falls on their scheduled work day.

**ARTICLE 18
VACATIONS**

A. All Employees covered by this Agreement shall accrue paid vacation according to the following schedule:

One (1) year service.....	0.8333 days per month (10 days per year)
Five (5) years service.....	1.2500 days per month (15 days per year)
Ten (10) years service.....	1.3333 days per month (16 days per year)
Eleven (11) years service....	1.4166 days per month (17 days per year)
Twelve (12) years service....	1.5000 days per month (18 days per year)
Thirteen (13) years service...	1.5833 days per month (19 days per year)
Fourteen (14) years service..	1.6666 days per month (20 days per year)

B. To be eligible for a full vacation, an Employee must have worked eighty percent (80%) of their regularly scheduled working hours. In the event that the Employee works less than eighty percent (80%) of their regularly scheduled working hours,

the Employee shall receive a pro-rata vacation allowance based on the Employee's actual percentage of hours worked.

- C. Employees terminating employment, or on a leave of absence shall receive payment for their accumulated vacation.
- D. An Employee who has less than five (5) years of service with the Employer shall forfeit their earned vacation pay in the event that the Employee is discharged for cause.
- E. Annual paid vacation days earned shall be scheduled with the approval of the Director of Buildings and Grounds.
- F. In extreme emergency situations, an Employee may apply to the Director of Buildings and Grounds requesting to utilize earned vacation days for an emergency purpose, i.e., hospitalized and has exhausted his/her sick leave. The granting of such vacation usage shall be at the discretion of the Assistant Superintendent for Human Resources based upon the recommendation of the Director of Buildings and Grounds.

ARTICLE 19
INSURANCE PROTECTION

Section 1 - Insurance Coverage

Plan A - for full time employees (at least eight hours per day):

Bargaining unit members may elect the MESSA ABC Plan 1 option [\$1300/\$2600 deductible, ABC Rx, HSA] PAK (includes dental, vision, life and LTD). The Board's monthly contribution toward the premium for either option shall not exceed the lesser of the actual health/medical benefit plan costs or:

Single:	\$585.93
Two-person:	\$1,242.35
Full-Family:	\$1,583.11

Long term disability - 60% of basic monthly earnings, not to exceed the monthly maximum benefit (\$2,500), less other income benefits. Minimum monthly benefit of \$100, 90 day elimination period.

Dental

(100-75-75-50: maximum annual benefit \$1,000/member: maximum lifetime orthodontic benefit \$1,000/member)

Negotiated Term Life

(\$15,000 with AD and D)

Vision - VSP-2

Association members enrolled in Plan A shall be responsible, through payroll deduction, for all health/medical benefits plan costs that exceed the amounts contributed by the Board as specified above.

Association members not currently participating in the District Section 125 Plan (FSA) for medical reimbursements, may access the Health Savings Account (HSA) associated with the MESSA ABC Plan 1 upon selection at open enrollment.

Payment of premiums as outlined above in this section for the insurance coverage shall include the time an Employee is on a paid leave of absence or worker's compensation leave of six (6) months or less and in compliance with the Family and Medical Leave Act provisions.

The Employer, in order to effect cost savings of premiums, retains the right to bid the insurance coverage for any or all of the insurance plans listed in sections 1 - 2 provided comparable coverage is maintained. The Board will continue to be the policyholder on all insurance.

Section 2: Insurance Opt-out Option

Plan B – For those employees opting out of Plan A, the following insurance benefits will be provided:

Dental

(100-75-75-50: maximum annual benefit \$1,000/member; maximum lifetime orthodontic benefit \$1,000/member)

Vision - VSP 2

Negotiated term life

(\$15,000 with AD & D)

Long term disability - 60% of basic monthly earnings, not to exceed the monthly maximum benefit (\$2,500), less other income benefits. Minimum monthly benefit of \$100, 90 day elimination period.

Section 3: Coverage Limitation

Payment of premiums for the above insurance coverage will be made as outlined above in Article 19, Section 1 for all regularly scheduled full-time Employees. Employees are responsible for making application for the above insurance coverage and shall hold harmless the school district for their failure to do so. Employee coverage is subject to the rules and regulations of the insurance carrier and all recourse is between the Employee and the insurance carrier. Employees are reminded that they are responsible for notifying the carrier within thirty (30) days from the event of all changes in family status (adding/deleting dependents, divorce, etc). Any additional premium costs accrued due to the negligence of the Employee to provide appropriate notification will be the responsibility of the Employee.

Section 4: Part-time Employee Benefits

Employees who work less than the established hours in their classification shall be entitled to a pro-rata portion of all of the benefits as provided under this Agreement, based on the hours the Employee is normally scheduled to work (excluding extra hours and overtime) for the Employer. In the event that extra hours are added for thirty (30) days or more, excluding additional voluntary summer hours or hours substituting during another employee's absence of less than six (6) months, the additional hours will be considered normal for this section and benefit premium shall be adjusted to the new pro-rata portion. This clause would only apply to Employees who have completed their probationary period, and further provided that the Employee works more than 1,000 hours per year.

ARTICLE 20 GENERAL

Section 1: Mileage

The Employer shall pay mileage to the Employee who uses their own personal vehicle for school business, with such mileage to be paid at the established IRS Rate and procedure as established by Board Policy.

Section 2: Uniforms

Employees may be required by the Employer to wear uniforms and designated footwear while at work. The style, design, materials and other specifications shall be established by the Employer. The Employer shall provide uniforms for all of the Employees covered by this Agreement who are required to wear a uniform. All Employees shall be provided with five (5) changes of uniforms. Employees shall be responsible for the purchase and maintenance of safety shoes. Maintenance I, Maintenance II and Lead Maintenance Employees (only) will receive a fifty dollar (\$50.00) per year allowance to help defray costs associated with the care and maintenance of uniforms. The Employees are required to wear furnished uniforms and use good judgment in the care of the uniforms. Upon termination of employment, the Employee will be required to return the uniforms.

Section 3: Deductions

The Employer agrees to make available to all of the Employees covered by this Agreement any payroll deduction services which are available through the school district, such as direct deposit, etc.

Section 4: Pension

The Employer agrees to continue the required Employer contribution to the non-contributory plan of the Michigan Public School Employees Retirement System (MPERS) on the gross wages for each Employee covered by this Agreement.

Section 5: Health Physical Examinations

In order to provide continuing health protection for the Employees, it shall be the policy of the Employer that:

- A. Upon initial employment, each Employee at the Employer's expense will be required to have a physical examination certifying that the individual is capable of carrying out his/her particular assignment.
- B. Employer will pay for the inoculation for Hepatitis B.
- C. Employees may be required to submit to a physical or mental examination from a physician designated by the Employer at the Employer's expense, when a concern arises regarding the physical or mental ability of the Employee to perform the duties of employment.

Section 6: Drug and Alcohol Testing

The Employer may require testing of an Employee for whom there is a reasonable suspicion that the Employee has used drugs or alcohol or is under the influence of drugs or alcohol while at work, or on the Employer's property.

The Employer may require testing of any Employee involved in a fight while at work, or on the Employers' property.

Definitions:

Under the Influence: Any mental, emotional, sensory or physical impairment due to the use of drugs or alcohol.

Illegal Drug: Any drug that is not legally obtainable; that is legally obtainable but has not been legally obtained; or, that is being used in a manner or for a purpose other than prescribed.

Reasonable Suspicion: A belief that an Employee may be under the influence of drugs or alcohol. Such belief must be based on some objective indicia, which may include, but is not limited to, the following matters:

Erratic or unusual behavior by an Employee; disorientation, which would lead a person of ordinary sensibilities to conclude that the Employee is under the influence of drugs and/or alcohol; observation of possible ingestion of alcohol or use of drugs; and, involvement in an accident, fight or other circumstances which could lead a reasonable person to believe that the use of drugs or alcohol may have been involved.

The parties agree to adhere to standards adopted by the U.S. Department of Transportation for Commercial Driver's Licenses, as may be amended, in regards to the following substances: alcohol, amphetamines, barbituates, benzodiazopines, cocaine metabolite, opiates, phencyclidine, marijuana metabolite.

Violation of any of these standards, including failing to consent to a test for drugs and/or alcohol as set forth herein, is grounds for immediate termination of employment for cause.

The parties agree to meet to negotiate a reasonable program that "saves the patient" as well as "last change-type agreements" which establish a probationary opportunity for non-flagrant violations.

Section 7 - An emergency manager appointed per State law is allowed to reject, modify, or terminate the collective bargaining agreement as provided under the law.

ARTICLE 21
JURY DUTY

Employees requested to appear for jury qualifications or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service up to a period of eighty (80) days.

ARTICLE 22
TUITION ASSISTANCE

Bargaining unit Employees shall be eligible to participate in the Employer-sponsored tuition assistance plan for classes, workshops, etc. approved by the Director.

ARTICLE 23
CLASSIFICATION AND COMPENSATION

The parties hereto agree that the Employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A, attached hereto and made a part hereof by reference.

ARTICLE 24
LONGEVITY

After ten (10) years of service in the district, an employee is entitled to a longevity increment of \$500 in additional salary. That longevity increases to \$750 after fifteen (15) years, and \$1,000 after twenty (20) years. This longevity increment will be based upon service as of June 30 of each fiscal year and shall not include time served as a substitute employee. (Qualified employees will be paid one-half of the above longevity increment for 2016/17).

ARTICLE 25
BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE 26
SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1:

No Agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any Employee or

group of Employees with the Employer, unless executed in writing between the parties hereto, and the same has been ratified by the Union.

Section 2:

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3:

If any Article or Section of this Agreement, or any supplement thereto should be held invalid by operation of Law, or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and any Supplements shall not be effected thereby, and the parties shall meet at a mutually agreeable time in collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

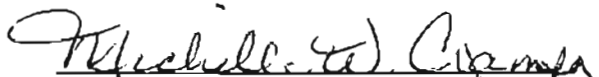
**ARTICLE 27
TERMINATION AND MODIFICATION**

- A. This Agreement shall continue in full force and effect until June 30, 2017 at which time this Agreement shall expire.
- B. The effective date of this Agreement is July 7, 2016.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed:

PINCKNEY COMMUNITY SCHOOLS
BOARD OF EDUCATION

PINCKNEY BUILDINGS & GROUNDS
STAFF ASSOCIATION



President

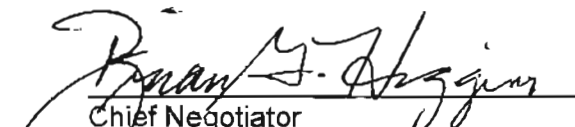


President



Secretary

Vice-President



Chief Negotiator

**SCHEDULE A
 CUSTODIAL/MAINTENANCE WAGE SCHEDULE
 2016/17**

CLASSIFICATION	Wage Schedule
<i>CUSTODIAN</i>	
Step 1	\$10.50
Step 2	\$11.08
Step 3	\$11.89
Step 4	\$12.79
Step 5	\$13.79
Step 6	\$14.59
<i>HEAD CUSTODIAN ELEMENTARY</i>	
Step 1	\$14.44
Step 2	\$14.74
Step 3	\$15.01
Step 4	\$15.48
<i>HEAD CUSTODIAN NAVIGATOR SCHOOL</i>	
Step 1	\$14.93
Step 2	\$15.23
Step 3	\$15.54
Step 4	\$16.00
<i>HEAD CUSTODIAN HIGH SCHOOL/PATHFINDER</i>	
Step 1	\$15.54
Step 2	\$15.86
Step 3	\$16.15
Step 4	\$16.63
<i>LEAD GROUNDS KEEPER/MAINTENANCE</i>	
Step 1	\$15.71
Step 2	\$16.00
Step 3	\$16.31
Step 4	\$16.76

CLASSIFICATION	Wage Schedule
SHIPPING/RECEIVING	
Step 1	\$13.72
Step 2	\$14.02
Step 3	\$14.31
Step 4	\$14.74
GROUNDS KEEPER	
Step 1	\$14.50
Step 2	\$14.82
Step 3	\$15.11
Step 4	\$15.57
GENERAL MAINTENANCE	
Step 1	\$13.72
Step 2	\$14.02
Step 3	\$14.31
Step 4	\$14.74
MAINTENANCE II	
Step 1	\$16.35
Step 2	\$16.64
Step 3	\$16.95
Step 4	\$17.42
MAINTENANCE I	
Step 1	\$20.52
Step 2	\$20.79
Step 3	\$21.11
Step 4	\$21.61
LEAD MAINTENANCE	
Step 1	\$21.29
Step 2	\$21.59
Step 3	\$21.88
Step 4	\$22.39

Employees will advance to the next step on the Salary Schedule on July 1 of each year, if they have been employed for at least six (6) months in the current step of their classification. Employees advancing to a higher classification will be paid at the step that is closest, but not lower, than their current rate of pay. Employees will remain at the same step they were at on June 30, 2013 for the duration of this contract.

The employer reserves the right to place a new Employee on any step in the classification.

Those Custodians identified by the Director of Building and Grounds as having primary and on-going pool operator responsibilities will receive an additional \$.35 hourly stipend added to their regular hourly rate for these additional responsibilities. This stipend will be paid to a Custodian upon assuming a custodial position which requires the Certified Pool Operator (CPO) license and pool operator responsibilities, or upon receipt of the CPO license if the Custodian does not have the CPO license upon appointment to the pool position. Training will be provided at the Employer's expense. This stipend for CPO certification is not intended for Employees in maintenance classifications who may perform pool responsibilities as part of their maintenance job responsibilities.

Effective in the 2016/17 school year, the following employees will advance ½ step increment in July 2016 and another ½ step increment in January 2017: McQuade, Parker, Napolitan, B., Chambers T., and Ransom.