

# **MASTER AGREEMENT**

**BETWEEN**

**CLARKSTON COMMUNITY SCHOOLS**

**AND**

**CLARKSTON CUSTODIAL ASSOCIATION**

**MEA/NEA**

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**July 1, 2007 to June 30, 2010**

**CLARKSTON COMMUNITY SCHOOLS**

**CLARKSTON CUSTODIAL ASSOCIATION  
(MEA/NEA) AGREEMENT**

The Clarkston Community School District, party of the first part, and the Clarkston Custodial Association (MEA/NEA) party of the second part, do hereby agree and affix their signatures thereon in acceptance of the contractual stipulation to be in effect for a period of **three (3) years beginning JULY 1, 2007 AND ENDING JUNE 30, 2010.**

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

**BOARD OF EDUCATION THE CLARKSTON COMMUNITY SCHOOLS**

	_____	Date	_____
By:	_____	_____	_____
	President	Secretary	
	_____	_____	_____
	Negotiator	Negotiator	
	_____	_____	_____
	Negotiator	Negotiator	

**CLARKSTON CUSTODIAL ASSOCIATION ( MEA/NEA)**

	_____	Date	_____
	_____	_____	_____
	Negotiator	Negotiator	
	_____	_____	_____
	Negotiator	Negotiator	
	_____	_____	_____
	Negotiator	Negotiator	

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## AGREEMENT

This agreement is entered into, effective **JULY 1, 2007**, by and between the Clarkston Board of Education, the city of Clarkston, Michigan, hereinafter called the "Board," and the Clarkston Custodial Association (MEA/NEA), hereinafter called the "Association."

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Clarkston Custodial Association as representatives of general custodians with respect to hours, wages, and terms and conditions of employment, and other working conditions, and

WHEREAS, both parties are desirous of establishing a harmonious relationship for the purpose of promoting the best interests of both parties, and for the purpose of defining their mutual rights and obligations, this agreement shall not be modified, altered, or changed in any respect without mutual consent.

The Clarkston Community School District, party of the first part, and the Clarkston Custodial Association, MEA/NEA, party of the second part, do hereby agree to and affix their signatures thereon in acceptance of the following contractual stipulations to be in effect for a period of **THREE (3) years beginning JULY 1, 2007 AND ENDING JUNE 30, 2010.**

## ARTICLE I

### RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for the duration of this Agreement for employees in this unit certified by the Michigan Employment Relations Commission (MERC) on March 16, 1993 in Case No. R92 B-49. The unit will consist of general custodial employees. Excluding supervisors, head custodians, grounds and system maintenance employees and all other employees. All other substitute personnel are excluded.
- B. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection or refrain therefrom.
- C. The parties specifically recognize the right of each other to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency.
- D. The Board agrees not to negotiate with any organization other than the Association for the duration of the Agreement.
- E. The rights granted herein to the Association shall not be granted to or extended to any competing labor organization.

## ARTICLE II

### MANAGEMENT'S RIGHTS CLAUSE

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

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

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

## ARTICLE III

### DUES, AGENCY SHOP, PAYROLL DEDUCTIONS

- A. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Association, shall within thirty (30) calendar days of the effective date of the Agreement or within thirty (30) calendar days of the date of hire by the employer, whichever is later, become members of the Association, or in the alternative, shall as a condition of employment, pay to the Association each month a service fee in the amount equal to the regular monthly Association membership dues uniformly required of employees of the employer who are members, but shall not include any special assessments or other requirements of the Association for special support from its members in excess of regular dues.
- B. An employee who shall tender written authorization for deduction of membership dues (or service fees) uniformly required as a condition of acquiring or retaining membership in the Association shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).
- C. The Association agrees that it will make membership in the Association available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Association.
- D. The Association shall indemnify and save harmless the District from any and all claims, demands, suits, and other forms of liability by reason of any action taken or omitted by the District for the purpose of complying with this Article, subject however, to the following conditions:
1. The damages have not resulted from negligence, misfeasance, or malfeasance of the Board or its agents.
  2. The Association has the right to choose the legal counsel to defend any said suit or action.
  3. This Article shall be effective retroactively to the date of this Agreement and all sums payable hereunder shall be determined from said date.
- E. The Board shall make payroll deductions upon written authorization from employees.
1. Authorization for insurance shall be delivered to the Board five (5) days prior to the second pay in July. Changes in the above deduction shall be made only upon receipt of written request thirty (30) days in advance.
  2. Authorization for the following list shall be delivered to the Board Office ten (10) days prior to the deduction:
    - a. Credit Union
    - b. Tax Sheltered Annuities
    - c. United Fund
    - d. Clarkston Foundation
    - e. MEA Financial Services Long Term Care Insurance

**ARTICLE III - DUES, AGENCY SHOP, PAYROLL DEDUCTIONS (con't)**

3. Upon authorization, the Board shall deduct one tenth (1/10) of the Association dues or service fees each month for ten (10) months beginning in September and ending in June. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Association Constitution and Bylaws. Such dues or fees collected shall be remitted to the person authorized by the President of the Association.



## ARTICLE IV

### EMPLOYEE AND ASSOCIATION RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee covered by this Agreement shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee covered by this Agreement in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employees covered by this Agreement with respect to hours, wages or terms or condition of employment. The Association also agrees that it will not discriminate against any member of the Association with respect to hours, wages or terms or conditions of employment.
- B. The Board shall grant the Association use of school buildings for Association meetings. The use of these buildings shall be at reasonable hours. Any use of buildings shall be governed by Board policy.
- C. Employee representatives of the Association shall be permitted to transact official Association business on school property, provided this shall not interfere with or interrupt normal school operations.
- D. The Association shall have the right to post notices of Association activities on a bulletin board in a mutually agreed upon location, provided, further, that the bulletin board shall not be used by the Association for political material or the like.
- E. No employee shall be prevented from wearing reasonable insignia, pins, or other identification of membership in the Association either on or off school premises.
- F. Association Leave:
  - 1. There shall be five (5) days per year to be used for association business if needed, to be used in increments of one (1) hour or more. These days must be approved by the Association President and will require a five (5) day written notice to the immediate supervisor. Under extenuating circumstances, the five (5) day written notification period may be waived by the Superintendent. An employee approved to use a day will be paid at the employee's base rate (not overtime) and no deduction in the employee's paid leave will result. The district reserves the right to deny association days when the absence of an employee would cause an extreme hardship to the district.
  - 2. Additional days, if needed, may be granted by the Superintendent/designee upon request of the Association President.
  - 3. If the Association President/designee is called in during uncompensated time by the administration, the President/designee will be paid at base rate for a minimum of one-half (½) hour.

## ARTICLE V

### PROTECTION OF EMPLOYEES

- A. The Board recognizes its responsibility to give support and assistance to employees with respect to the maintenance of control and discipline.
- B. The employee shall promptly report any case of assault on the association member to the Board of Education or its designated representative. The Board shall advise the employee of their rights and obligations with respect to such assault and shall render assistance to the employee in connection with the handling of the incident.
- C. If any employee is complained against or sued as a result of any action taken by the employee while in pursuit of their employment, the Board shall render all justifiable assistance to the employee in their defense.
- D. Time lost due to action taken by the district in connection with any incident mentioned in this Article shall not be charged against the employee if exonerated of the charge.
- E. Employees shall be verbally notified of complaints made against them by parents. No action shall be taken nor shall any notice thereof be included in said employee's personnel file unless such matter is promptly reported in writing to the employee concerned. Assistance of the administrative staff will be given in the disposition of the complaint.

## ARTICLE VI

### JOINT COMMITTEE

- A. When important matters of mutual interest to the employer and the Association occur, a Joint Committee may be created to discuss alternatives available.
- B. Should it become necessary that the representative(s) of the Board and Association meet to discuss a problem of mutual interest, the parties, through mutual consent (and with the approval of the Superintendent/designee), may schedule meetings during duty hours. In such cases, the employee(s) representing the Association shall not suffer loss of pay or paid leave.

## ARTICLE VII

### JURISDICTION

- A. The employer agrees to respect the jurisdictional request of the Association and shall not require employees, other than employees of this Association, to perform work which is recognized as the work of the Association in the units in which they are employed, except in cases of emergencies, acts of God, or unavailability of an employee or substitute employee. The Board's use of judgment and discretion shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- B. The Association agrees that when employees are placed on a return-to-work program from a Workers' Compensation leave or injury leave, those employees of this Association may be assigned work to a light-work position in any unit of this Association or to a non-union position during their period of recovery. The rate of pay would be at the rate of the employee's regular position.
- C. The Association agrees that head custodians may perform custodial work of this Association as long as such performance does not decrease the number of members in the Association from the July 1, 1985 level, and such work is not done on an overtime basis, **unless in an emergency situation.**
1. In the event of a layoff in accordance with Article XIII, the provisions of Section C, above, will continue in full force and effect.
- D. Programs that would have local, county, state, or federal workers doing bargaining unit work will only be implemented with the understanding that no employee of the affected unit will lose their job.

## ARTICLE VIII

### DISCIPLINE, SUSPENSION AND DISCHARGE

- A. The employer shall not discipline, suspend or discharge any employee without just cause.
- B. In imposing any discipline on a current charge, the employer will not take into account any prior infractions which occurred more than twenty four (24) working months previously, provided however, that any offense involving moral turpitude shall be grounds for dismissal whenever discovered. Oral step 1 reprimands will remain in the personnel file for twelve (12) months. All other written reprimands (step 2 and beyond), warnings or suspensions, with or without loss of pay will remain in the personnel file for twenty four (24) months.
- C. An employee will be notified of discipline regarding violations of the contract within five (5) working days of the incident. The five (5) working day limit shall not apply when an employee is not working while on sick leave, vacation, holidays, etc. An employee can be disciplined only once for the same incident unless an investigation supports further action.
- D. Oral or written reprimands or warnings, suspensions, with or without loss of pay, or other discipline, including discharge, will be discussed with the employee in private. An Association Representative may be present at the option of the employee.
- E. Should the discharged, suspended, or disciplined employee consider the action to be improper, a complaint shall be presented in writing through the Association Representative to the employer within five (5) regularly scheduled working days after receiving the notification. The Board, or its designated representatives, shall review the discharge or discipline and give their answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Association, the matter shall be referred to the grievance procedure. In situations where a discharge is involved, the matter will be referred to the Superintendent's level of the grievance procedure.
- F. Discipline, suspension or discharge of a probationary employee shall not be subject to the grievance procedure. In cases of discharge, the Superintendent or his designee agrees to hold a hearing upon written request of the employee involved. The Superintendent or his designee shall render a written decision to the employee within ten (10) working days following the hearing. The decision of the Superintendent will be final.
- G. Employees may review their personnel file pursuant to the Bullard-Plawecki "Employee Right To Know Act," Public Act 397, as per school district procedures.

## ARTICLE IX

### PROBATIONARY EMPLOYEES AND SENIORITY

- A. Employees hired new to the district, or rehired after having resigned, who are members of this bargaining unit, as defined, shall serve a probationary period of ninety (90) actual working days in their job assignment. The ninety (90) working day probationary period shall be accumulated within not more than one (1) year. The ninety (90) working day probationary period ~~may~~ **shall** be extended for any absences (**excluding jury duty**) of the employee during that period, by the number of said absences, **which will result in the adjustment of the employee's seniority date**. Based on the employee's written evaluation and at the discretion of the Administration, the ninety (90) work day probationary period may be extended up to an additional ninety (90) work days.
1. Custodians who worked as a substitute employee for 90 work days or more within the previous twelve months shall serve a 45-work day probationary period if hired as a permanent employee.
- B. After ninety (90) work days in their job assignment, credit for vacation allowance, paid leave and holiday pay shall be granted to the employee for whom this agreement provides vacation allowance, holiday pay and/or sick leave. Such benefits shall not be retroactive to their date of hire.
- C. Seniority will be figured from the date of hire. If an employee has seniority in the bargaining unit, leaves the bargaining unit for another job within the district, and later returns to the bargaining unit, previously acquired seniority shall remain in effect. No seniority shall accrue for time spent working outside the bargaining unit. Any time spent working for the district, outside the bargaining unit, as a full-time employee (forty (40) hours per week) shall count fully for salary schedule placement, longevity pay and vacation allowance. Return shall only be to an open position after transfers, recalls, and/or returns from leave, if any, have been completed.
- D. Seniority will be determined as follows when more than one employee in a classification has the same seniority date.
1. Custodians hired on or after July 1, 1990 shall have seniority determined by date and time of hire. Before that date, seniority will be determined by alphabetical sequence of last name at date of hire, with the last name starting with "A" having the highest seniority.
    - All members will have their seniority determined by date and time of hire.
- E. The Board will provide annually to the Association a seniority list showing the names of all employees in the bargaining unit, salary step, hourly rate, and date of hire as of the effective date of this Agreement. The Board will provide all information needed to keep the seniority list current to the Association President/designee.

## ARTICLE IX PROBATIONARY EMPLOYEES AND SENIORITY

F. Loss of Seniority: Employees shall lose seniority for the following reasons:

1. If the employee quits or retires.
2. If the employee is discharged and the discharge is not reversed through the grievance process of this Agreement.
3. If the employee fails to return to work from layoff when recalled from layoff, as set forth in the recall procedure provided herein, unless explanations for the absence and lack of notice which are satisfactory to the employer are given.
4. **Any absences during the probationary period, excluding worker compensation and jury duty, will result in an adjustment of the employee's seniority date by the number of said absences. (Example: Hire date of November 15, probationary employee has five absences, the new seniority date will be November 20.)**

## ARTICLE X

### PROFESSIONAL GRIEVANCE PROCEDURE

#### A. Definition of Terms:

1. Grievance - An individual or Association claim stipulating a violation, misinterpretation or misapplication of any provision of the Master Agreement.
2. Grievant - Term used to specify one person, a group of persons, or Association, whichever the case may be.
3. Association - Term used to specify the Clarkston Association of Support Personnel.

#### B. Procedure in Registering a Grievance:

1. It is the grievant's responsibility to bring the grievance to the awareness of the immediate supervisor within five (5) work days of the alleged violation. The grievant, if desired, may be accompanied at any time during the proceedings by an Association Representative.
2. If no solution to the grievance is found in Step 1., the grievant must, within five (5) work days, resubmit the grievance, in writing, to the immediate supervisor or building principal, utilizing the Professional Grievance Report Form (form on file in buildings). Within five (5) work days of receipt of the written grievance, the immediate supervisor or the building principal shall meet with the grievant in an effort to resolve the grievance. The immediate supervisor or the principal shall indicate their disposition of the grievance in writing within five (5) work days of such meeting. If the grievance is not filed within the designated time limit, the grievance shall be considered waived. All grievances submitted must indicate the Article and Section of the Master Agreement being violated, the nature of the grievance and the remedy requested.
3. If the grievant is not satisfied with the immediate supervisor's or building principal's disposition of the grievance, or if no disposition has been made within five (5) work days of such meeting, the grievance shall be transmitted to the Superintendent within five (5) work days. The Superintendent or the designee, within ~~five (5)~~ **ten (10)** work days, shall meet with the grievant, the immediate supervisor, or the building principal and shall indicate the disposition of the grievance in writing ~~within five (5) work days of such meeting~~ and shall furnish a copy thereof to the Association.
4. a. If the grievance is not settled in Step 3., the Association may, within ten (10) work days after receipt of the written decision, request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice delivered to the Board of Education office.  
b. Within ten (10) work days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Association shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the ten (10) work day period herein provided, either



**ARTICLE X - PROFESSIONAL GRIEVANCE PROCEDURE (con't)**

the Board or the Association may, within twenty (20) work days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association, and the hearing shall be conducted under the rules of said Association.

- c. The arbitrator shall hear the grievance in dispute and shall render a decision in writing and shall set forth the findings and conclusions with respect to the issue submitted to arbitration. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction, if within the scope of the authority as set forth herein.
  - d. The arbitrator shall have no authority except to pass on alleged violations of any express provision of this Agreement and to determine disputes involving the application or interpretation of any express provision of this Agreement.
  - e. The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board is given discretion by the terms of this Agreement. No matter involving a probationary employee shall be considered or decided upon by an arbitrator. Any matter involving the content of employee evaluations shall not be subject to arbitration.
  - f. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.
  - g. During the arbitration proceedings, introduction of evidence and issues not previously disclosed during the defined steps of this grievance procedure shall be prohibited to both parties unless by mutual consent.
5. Nothing contained herein shall be construed to prevent any grievant from presenting a grievance and attempting to arrive at a solution without intervention of the Association, if the solution is not inconsistent with the terms of the Master Agreement.
  6. Grievance procedures as discussed in this Article of the Master Agreement will be adhered to during hours that do not conflict with normal working duties, unless time adjustments are mutually agreed upon by both parties.
  7. Notwithstanding the expiration of this Agreement, any grievance arising during the term of the Agreement may be processed through the grievance procedure, so long as the time limits set forth above are complied with.

## ARTICLE XI

### CONDITIONS OF EMPLOYMENT

#### III. CUSTODIANS

##### A. WORKING HOURS

1. A regular work week for full-time custodians will consist of eight (8) hours per day, five (5) days per week, Monday through Friday, exclusive of the lunch period for all general custodians. Part-time/substitute employees may be hired to work Saturdays at base pay for Clarkston Community Schools. However, non-traditional use of facilities may require non-traditional use of the workforce. Therefore, vacancies and new positions posted after July 1, 1997, are subject to the provisions of Article XII, Section B. 2.
  - a. Lunch Period:
    - (1) The lunch period will be thirty (30) minutes in length, duty free. If an employee's lunch period is interrupted, that employee will be allotted additional time during that shift to make up the difference.
    - (2) The lunch schedule will be approved by the immediate supervisor.
  - b. Break Time:
    - (1) Fifteen (15) minutes will be allowed for each four (4) hour shift.
    - (2) Break time will be scheduled with the immediate supervisor.
2. Adjusting of Hours:
  - a. If a custodian is absent and another custodian is assigned to the area, the immediate supervisor will notify the employee of what is expected in both areas. It is understood that both areas will not be maintained as they would be under normal conditions with no absence occurring.
  - b. When a long term change (more than five (5) days) in hours or assignment is made, the immediate supervisor will discuss the change with the affected employee(s) before the change is implemented. An Association Representative may be present if requested by the employee.
  - c. The parties agree that split assignments should be kept to a minimum. However, if a split assignment becomes necessary, the affected custodian will have the option of accepting such assignment or bumping the least seniority custodian in the district to such assignment and taking his/her position. The employee working a split assignment has the option of building if the split is discontinued - the other position shall be posted.

**ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)**

- d. The parties agree that when an occasional change of a shift is necessary, management will give as much notice as possible in advance of the change. The parties agree that if adjusting an employee's hours outside their given shift (example: afternoon shift changed to midnights due to building activities or season change), that the position will be posted within that building. If the position is one that typically has that shift adjustment, then it will be posted as such. If no one accepts the position, the current employee in that position will have their hours adjusted.
- e. An involuntary adjustment of hours may be made when relationships of co-workers create situations that may negatively affect the work place. The Superintendent or the Executive Director of Human Resources shall notify the employee of the reasons for such adjustment of hours. If the employee objects to such adjustment for the reasons given, the dispute may be resolved through the grievance procedure.
- f. In the event a second shift custodian is called to work days, such occasional shift change is to be rotated among second shift custodians in that building on a seniority basis. This provision shall not apply to emergency situations.

**3. Shifts**

- a. The first shift is any shift that regularly starts at or after 4 a.m., but before 11 a.m.; the second shift is any shift that starts at or after 11 a.m., but before 6 p.m.; the third shift is any shift that starts at or after 6 p.m., but before 4 a.m.
- b. An employee working the second or third shift will receive a premium as per Article XIX, Section B. First shift employees will not receive a premium.
- c. The Board agrees to continue current practices of the district as they relate to rescheduling of shift hours when school is in recess, adjusting of hours, and possible cutbacks in one shift and adding to another.
  - (1) A custodian may request, in writing, a change of shift starting time to the immediate supervisor. If denied, the custodian may appeal the decision to the Director of Buildings and Grounds within five (5) working days. Within five (5) working days, the Director of Buildings and Grounds will respond. If denied, reasons will be given.
- d. An employee with seniority shall have the option of the earlier shift time.

**B. OVERTIME**

- 1. Overtime shall be defined as assigned hours, exceeding forty (40) hours per week, or eight (8) hours per day, and will be paid at the rate of one-and-one-half (1½) times the regular rate.
- 2. Equal overtime - Overtime (except on Saturdays if a part-time/substitute employee is hired)

## ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

shall be distributed equally among the custodians, by building, unless refused by all custodians in that building. Employees working a sixth (6th) day of their work week shall be paid at a rate of one and one-half (1½) times the regular rate, providing the employee has worked the preceding day.

- a. If all custodians in a building refuse overtime, then volunteers from other buildings may be offered the overtime.
3. If no volunteers are obtained, then the employee with the least seniority in the affected building will be assigned the overtime
- a. Authorized overtime on the seventh (7th) day of the work week will be two (2) times the regular rate. **Any overtime on Sundays (or 7<sup>th</sup> day) beginning 12 a.m., then Sunday will be paid at two times the regular rate until assignment is completed, even if the assignment continues into Monday a.m.**
  - b. When an employee is called in by the supervisor outside his/her scheduled hours, the employee shall receive a minimum of one (1) hours pay at one-and-one-half (1.5) times the regular rate. the first day of the work week through the sixth (6th) day of the work week and two (2) times the regular rate on the seventh (7th) day of the work week.
  - c. A custodian(s) on duty is/are responsible for an outside agent or group and will remain accessible to such group. The custodian may be assigned duties by his/her supervisor if the duties are in the general vicinity of the area being used by the outside agency.
  - d. A custodian will be paid for a maximum of one (1.0) hour to close and clean the multi-purpose rooms at elementary buildings when used by non-school and non-township groups on weekends.

### C. WORKLOAD

Upon written request, a custodian's workload will be studied by the Director of Buildings and Grounds. The results of this study will be reviewed with the Association President or designee. Any changes resulting from the study will be at the sole discretion of the Administration. The Association and Administration agree to consider the guidelines as outlined in the document American Schools and Universities (AS&U).

If there are scheduled activities in any building when school is in recess, volunteers from that building will be offered to work. If no volunteers are obtained, then the employee with the least building seniority will be assigned the workload of the scheduled activity.

**ARTICLE XII**  
**VACANCIES, PROMOTIONS, TRANSFERS AND DISPLACEMENTS**

Employees of this association will have rights to vacancies and transfers within their classification only. Employees on Workers' Compensation may be returned to a light duty position in any classification provided no layoff is caused by the light work assignment.

A. Definitions:

- a. Vacancy - Any existing open position on a particular shift within a building. A vacancy does not include or define a designated area to clean.
- b. New Position - An opening within the bargaining unit which expands the bargaining unit membership.
- c. Transfer – A movement of a bargaining unit member from one position or building to another position or building.
- d. Displacements – When a position or a shift is eliminated in a building or on a particular shift

B. Vacancies:

1. The Board declares its support of a policy of filling all vacancies from within its own personnel. If the district determines that a vacant position is to be filled, the position will be posted after use of a substitute for a maximum of ten (10) days.
2. All vacancies and new positions are to be posted five (5) working days prior to opening the position. The posting will contain the position to be filled, the start of the work week, day, time, shift needs of the district, the length of the work year, and the qualifications required. The posting shall be made in all Clarkston Community School buildings.
  - a. Vacancies that occur when school is not in session will be posted for ten (10) working days with written notification to the President/designee(s).
  - b. Custodians: Assignments shall be made within five (5) working days after removal of posting on the basis of seniority.
    - (1) Custodians will be given a trial period of up to ten (10) working days during which either the Director of Buildings and Grounds or the employee will have the right to return the employee to his/her former position.
      - (a) The custodian with the most seniority and demonstrated skill who has requested a transfer in writing shall be given the vacancy or newly created position.
        - i. After this initial transfer, there shall be a limit of two (2) additional opportunities for employees to transfer.
        - ii. Once a total of three (3) transfer requests occur, the Board may fill the posted vacancy with a new hire.

## ARTICLE XII - VACANCIES, PROMOTIONS AND TRANSFERS (con't)

- iii. A custodian who is granted a transfer shall be frozen in position
- iv. for one (1) full year. Exception(s) to this section may be made in case of mutual trade of positions or by agreement of the Board and the Association.

### C. Transfers

1. Requests by an employee for a transfer to a different building/position shall be made in writing to the Superintendent or the Executive Director of Human Resources. The application shall set forth the reasons for transfer, the school or position sought.
2. An involuntary transfer of custodians will be made only in case of emergency including when relationships of co-workers create situations that may negatively affect the work place. The Superintendent or the Executive Director of Human Resources shall notify the employee of the reasons for such transfer. If the employee objects to such transfer for the reasons given, the dispute may be resolved through the grievance procedure.
3. With approval of the Superintendent or designee and mutual agreement between at least two (2) association members in the same unit, a transfer may be granted.
4. All vacancies and new positions will be posted containing the start of the work week, day, time, shift needs of the District, the length of the work year and the qualifications required. No employee hired prior to July 1, 1997, shall be involuntarily transferred to a new position that includes other than a Monday through Friday work week.

### D. Displacements:

1. When a position is eliminated, the affected custodian will have the right to bump the least senior custodian on that shift in their building (using district wide custodial seniority). If there is no lower senior employee on that shift, the affected employee will bump the lowest senior employee (using district wide custodial seniority) of equal hours on any shift.

## ARTICLE XIII

### LAYOFF AND RECALL

- A. If it becomes necessary to reduce the number of employees through general layoff, probationary employees will be laid off first. All other employees will be laid off in order of seniority in their classification. (The employee having the least seniority will be laid off first.) Recall will be in reverse order of layoff.
1. If, as a result of layoff, a seniority employee would be moved to a position that the employee feels would be unacceptable, that employee may choose to be voluntarily laid off and the highest seniority employee scheduled to be laid off would be recalled to such position.
  2. If, as a result of layoff, a seniority employee is moved to a position not previously occupied by said employee, a thirty (30) working day trial period will be in effect. If, within twenty (20) working days of the start of the trial period, the employee, the supervisor, or the Executive Director of Business Services determines that the employee is having difficulty with the assignment, one of the following options will apply:
    - a. The employee may be transferred voluntarily or involuntarily if such transfer would not result in the layoff of an employee of higher seniority.
    - b. The employee may be voluntarily laid off and the highest seniority employee on layoff will be recalled.
- B. All employees will be given a minimum of thirty (30) calendar days notice if layoff becomes necessary. In the event of a severe financial emergency, and after consulting with the Association President, the thirty (30) day notice provision may be shortened to no less than ten (10) work days.
- C. If a laid off employee resigns during layoff, the laid off employee will receive severance pay for unused paid leave days according to Article XIX, Compensation, Section F.
- D. A recall notice will be sent by registered mail to the address currently recorded in the Board of Education Office. Failure to respond within ten (10) working days will be deemed a resignation. Each employee on layoff will be responsible for informing the Personnel Department of any change of address for notification.
- E. Laid off employees will remain on recall status for a time equal in length to their seniority in the district or three (3) years, whichever is lesser, but no less than twelve (12) months. No laid off employee shall be obligated to accept a part-time position to maintain their recall rights. However, acceptance of an interim part-time position will not prevent the employee from being recalled to his/her regular position.
- F. In the event, that the Board elects to layoff all or substantially all bargaining unit members working in a job classification, the members shall be given at least seventy-five (75) calendar days written notice, except in the event of a severe financial emergency as stipulated in Section B of this Article.

**ARTICLE XIII - LAYOFF AND RECALL (con't)**

- G. Sick days already accumulated at the time of layoff shall be reinstated when the employee is recalled.
- H. For long term vacancies (more than twenty (20) working days), the district will first recall any laid off custodians by seniority at their regular rate of pay. If no custodians are on layoff, the district may fill the vacancy by using a substitute.



## ARTICLE XIV

### PAID LEAVES

- A. Following successful completion of the probationary period, a full time employee will earn (1) day for each month worked - twelve (12) days per year. Employees hired after July 1, 1997, shall receive three (3) days less than indicated above for the first three (3) years of their employment. Sick days shall accumulate until a maximum of one hundred (100) sick days are accumulated. Part-time employees who work a minimum of twenty (20) hours per week will receive one-half (1/2) paid leave benefits.
- B. Illness or Disability:
1. An employee who is unable to work because of personal illness or disability must use their own personal sick days. An employee may use up to three (3) sick days per year for the care of an immediate family member.
  2. If the employee exhausts all of their ~~personal sick~~ **earned paid leave days, the employee must use any other paid days available (such as vacation days) before they will be docked pay.** The employee will then be placed on an unpaid leave of absence for the duration of the illness or disability up to one (1) year, subject to the following conditions:
    - a. A doctor's statement will be required at the time of the request for leave stating the nature of the illness and approximate length of disability. Regular doctor's statements may be requested by the Administration.
    - b. Seniority will continue to accrue for an employee on approved sick leave up to one (1) year. Salary schedule placement (including longevity, if any) and any unused accumulated sick days will be frozen at the time of the leave and reinstated when the employee returns to work.
    - c. Health insurance benefits, if applicable, will continue until the employee qualifies for long term disability benefits or ninety (90) calendar days, whichever is less.
    - d. Intent to return from unpaid sick leave must be given to the Board in writing at least fourteen (14) calendar days before the anticipated date of return from sick leave.
    - e. The employee on unpaid sick leave, including a Workers' Compensation leave, will be guaranteed a position for a period up to one (1) year from the commencement of the leave. If the unpaid leave is sixty (60) work days or less in duration, the employee will be returned to the original job assignment. When returning from leave, the employee may be temporarily assigned for up to thirty (30) work days before becoming eligible for full return rights including benefits, if applicable. After one (1) year, employees will have no return rights from leave. After one (1) year, employees will return to work, resign, or, by mutual agreement, may extend the leave for up to one (1) additional year. If an extension of leave is granted, upon requesting to return, the employee will be placed in the next available opening in his/her unit for which he/she is qualified.

## ARTICLE XIV - PAID LEAVES (con't)

- f. The employee on unpaid leave may be replaced by a substitute employee during the period of the leave.
3. An employee who meets the qualifications of the Family Medical Leave Act may request a leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 4430.01 will apply. This leave may be requested for the following reasons:
    - a. The birth or care of a child.
    - b. The adoption or foster care of a child.
    - c. The care of a spouse, son, daughter, or parent if such individual has a serious health condition.
    - d. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility, or requires continuing treatment by a health-care provider (M.D. or D.O.).
  4. Sick leave shall not be considered as pay an employee is entitled to in cash or in vacation quota unless otherwise provided in this agreement. Said accumulated time shall be available to the individual in actual illness that prevents him/her from carrying out his/her duties on the job.
  5. When an employee is absent the day before or the day after a holiday, they shall not receive compensation for the holiday unless the absence is due to personal illness or death in the immediate family. In case of personal illness, they shall receive pay for the holiday. In such case, they may be required to submit a written statement from a physician or other qualified person as proof of illness.
  6. When an employee is injured on the job, or otherwise eligible for worker's compensation, the employee shall not suffer loss of pay during the time the employee is eligible for sick leave. When the employee is eligible for wage compensation, the amount will be determined by the Worker's Compensation Board. Health insurance benefits will be paid by the Board for a period not to exceed ninety (90) calendar days from the date of disability. Every attempt will be made to return the employee to a light work assignment as soon as possible after an injury.

### C. Hospitalization

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

## ARTICLE XIV - PAID LEAVES (con't)

### D. Death

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

### E. Jury Duty

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

### F. Court Appearance

1. A person required by subpoena to appear in court will receive full pay provided such appearance is not brought about by an illegal or negligent action of said employee. All fees received by the employee, excluding mileage, will be returned to the school district. This day, if used, will not be deducted from sick leave.

### G. Personal Days

1. Two (2) days may be granted to each employee each year (non-accumulative) for the conduct of personal reasons which cannot be transacted at a time other than during working hours. If used, these days shall not be deducted from leave bank. If not used by the end of the school year, June 30, these days shall be added to the employee's sick leave bank provided the 100 day cap has not been reached.
2. These days shall be granted through prior approval of the building principal or department supervisor two (2) days in advance, except when such timely notice is impossible but in no case later than 3 p.m. on the day preceding the day in question.
3. These days shall not be used for extended vacation or for seeking other employment except with the approval of the Superintendent.
4. These days may be used for immediate family illness.

## ARTICLE XIV - PAID LEAVES (con't)

5. In order to guarantee the smooth operation of the district, no more than two employees of any subgroup of this Association will be granted personal days at the same time unless approved by the Superintendent/designee.
6. No personal day will be granted during the last five (5) working days of the school year nor can a personal day be used the day before or the day following a school recess unless pre-approved by the Superintendent or central office designee.

### H. Emergency Day

1. One (1) emergency days (non-accumulative) will be allowed if approved by the supervisor or building principal. If used, the day will not be deducted from paid leave.
2. An emergency day is defined as any day in which personal health or property, or health or property of immediate family member is jeopardized.
3. The employee must submit the reason for the emergency, in writing, to his/her immediate supervisor within three (3) working days after the absence. Failure to do so will result in loss of pay.

### I. Predictable Disability

1. In the case of a predictable disability, the guidelines of the Family Medical Leave Act may apply. Leaves up to twelve (12) weeks will be requested under the terms of this Act as explained in Clarkston Board of Education Policy 4430.01. Leaves granted pursuant to any section of this Article shall count toward leave to which the employee may be entitled under the FMLA.
2. An employee may also choose to request a predictable disability leave under the following conditions:
  - a. Compensation shall be limited to the earned accumulated paid leave at the time the leave begins.
  - b. The employee must notify the Board of Education in writing as soon as possible after medical confirmation of a physical condition which could possibly lead to a disability, giving estimated date of disability and confinement. Applications for leave must be made in writing before hospitalization or confinement if possible. In case of emergency, time limits will not apply.
  - c. Monthly statements from a physician competent in the field of the disability, giving estimated date of confinement or hospitalization, are necessary.

**ARTICLE XIV - PAID LEAVES (con't)**

- d. Employees may continue to work until the date of the estimated confinement or hospitalization. The leave shall begin earlier if considered to be in the best interests of the students and/or employee.
- e. Section d., above, may be waived under the following conditions:
  - (1) Must be approved by a physician in the related field.
  - (2) Must be approved by the Superintendent.
  - (3) The Superintendent's decision will be final and will in no way establish a precedent.

## ARTICLE XV

### UNPAID LEAVES

- A. Unpaid Leave (Illness or Disability) See Article XIV, B.
- B. Unpaid Leave (Personal)
  - 1. Unpaid leave may be granted, upon request, limited to one (1) year under the following conditions:
    - a. Request must be made in writing thirty (30) days before the leave is to begin. In case of emergency, time limits will not apply.
    - b. Must be for legitimate reasons.
    - c. May be recommended by the building principal or supervisor and must have approval of the Superintendent.
    - d. The decision of the Superintendent shall be final.
    - e. The employee on unpaid personal leave will be guaranteed a position for a period of up to one (1) year from the commencement of the leave. If the unpaid leave is sixty (60) work days or less in duration, the employee will be returned to the original job assignment.
    - f. All insurance benefits and other fringe benefits will be discontinued through the duration of unpaid leaves. As per Article XVIII, Fringe Benefits, Section E, an employee may make arrangements to self-pay their health insurance.
    - g. Seniority and salary step will be frozen at the time of the leave.
    - h. Failure to give ten (10) calendar days notice of desire to return to work will be deemed a resignation unless extenuating circumstances exist which are acceptable to the Superintendent or designee.
    - i. The employee on unpaid personal leave may be replaced by a substitute employee during the period of the leave.
- C. An employee who meets the qualifications of the Family Medical Leave Act may request an unpaid leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 4430.01 will apply. This leave may be requested for the following reasons:
  - 1. The birth or care of a child.

**ARTICLE XV - UNPAID LEAVES (con't)**

2. The adoption or foster care of a child.
3. The care of a spouse, son, daughter, or parent if such individual has a serious health condition.
4. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health-care provider (M.D. or D.O.).

## ARTICLE XVI

### VACATIONS

- A. Full time custodians hired after July 1, 1996, shall receive five (5) vacation days per year during their first year of hire, to be used during the summer or, generally, when school is not in session. If the custodian has been employed for less than one (1) full year, vacation days will be earned at the rate of one-half ( $\frac{1}{2}$ ) day per month after the employee completes a probationary period with a satisfactory evaluation. These employees shall receive ten (10) vacation days during their second full year of hire.
- B. Custodial vacation days must be submitted in writing and approved by the immediate supervisor and Director of Buildings and Grounds. All vacation requests and responses will be made in a timely manner. Preference dates shall be decided on the basis of seniority. Previous year vacation days must be used by September 1 unless carry over is approved by the Buildings and Grounds Director. Days not approved for carry over will be forfeited. The Association and Board of Education agree to mutually support the reduction of accumulated vacation days held by current fifty-two week employees.
- C. Full-time custodians hired after July 1, 1996:
1. Vacation days are earned from July 1 through June 30.
  2. During the first full year of employment: Employee shall earn vacation days at the rate of .5 day per month, to a maximum of five (5) days after the employee successfully completes a probationary period.
  3. Beginning in year two (2) of employment and through year six (6) employee shall earn vacation days at the rate of ten (10) days per year or .833 days per month.
  4. Beginning in year seven (7) of employment: Employee shall earn vacation days at the rate of fifteen (15) days per year or 1.25 days per month.
  5. For each following year, the custodian shall receive one (1) additional vacation day per year until the following days are reached:

Custodian - 20 days
  6. Vacation is to be generally scheduled when school is not in session unless pre-approved by the immediate supervisor and Director of Building and Grounds.



**ARTICLE XVI - VACATIONS (con't)**

<u>Year</u>	<u>Number of Earned Vacation Days Per Month</u>
1	.5 with a maximum of 5
2-6	.833 maximum of 10
7	1.25 maximum of 15
8	1.33 maximum of 16
9	1.42 maximum of 17
10	1.5 maximum of 18
11	1.58 maximum of 19
12	1.67 maximum of 20

- D. An employee shall be given an additional paid vacation day when a holiday occurs during his/her vacation period.
- E. At the request of the Board, and with the agreement of the custodian, vacation time off may be waived so that the employee may work. If requested, the employee shall receive vacation pay in addition to their regular pay for no more than two (2) weeks.
- F. Employees who terminate employment voluntarily or involuntarily, including retirement and/or layoff, shall be paid at their last base hourly rate for any or all accumulated vacation time or in case of death paid to the beneficiary.
- G. Pay for vacation days shall be at the employee's base hourly rate and all paid benefits shall continue while the employee is on vacation. If a scheduled vacation bridges a contract anniversary date at which a new hourly rate of pay is provided, the vacation pay after the anniversary date shall be at the new base rate.

## ARTICLE XVII

### HOLIDAYS

- A. Employees, who have successfully completed their probationary period, will receive base pay for the following days if they fall during the regular work week and work year:

New Years Eve Day	Labor Day
New Years Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Monday after Easter	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	

- B. If a holiday, listed in A., above, falls on Sunday, the following Monday will be a holiday if school is not in session. (If Monday is already a holiday, then Friday immediately prior to the holiday will be a holiday, providing school is not in session.) If a holiday falls on Saturday, the Friday immediately prior to the holiday shall be a holiday, providing school is not in session. (If Friday is already a holiday, then the following Monday shall be a holiday if school is not in session.)
- C. If an employee were to lose a holiday because school is in session, he/she shall be given a day off in lieu of the holiday on a day determined by the Board. All employees shall not receive the same day, but shall be scheduled, based on the needs of the district.
- D. The holiday pay shall be a sum computed by multiplying the employee's current hourly base rate of pay times the number of hours in the normal work day.
- E. If an employee, in case of an emergency, is requested to work on any of the holidays, the employee shall be paid time-and-one-half for any time worked, plus regular base pay as defined in C. above (2 ½ times rate of pay).
- F. The administrationstration will present a holiday calendar for non-traditional work week employees by June 1 of each year to CCA representatives for approval. The non-traditional work week employees will receive the calendar no later than August 1 every year.

**ARTICLE XVIII**  
**FRINGE BENEFITS**

A. The Board agrees to provide Health Benefits under the Clarkston Community Schools Health Plan to **all employees hired prior to 7-1-03. These employees may choose one of the following health insurance options:**

1. **The PPO Health Plan (Appendix 1.A):** The PPO Health Plan will be provided as an option for all employees who ~~were hired prior to 7-1-03. are currently eligible for health insurance as of the last day of school 02-03. Effective 9-1-05,~~ The employee covered under the PPO plan will be responsible for the annual deductible of \$100 per person/\$200 maximum per family for medical costs. The Prescription Plan is a \$5 co-pay for generic brand drugs/\$25 maximum or/20% co-pay whichever is less for name brand drugs, and a mail-in prescription plan with a \$5 co-pay for generic brand drugs/\$25 maximum or/20% co-pay whichever is less for name brand drugs.
  
2. **Flexible PPO/HRA Health Plan (Appendix 1.B):** The Flexible PPO/HRA Health Plan is an option for all eligible employees hired prior to 7-1-03. The Flexible PPO Health Care Plan is a PPO which includes an annual deductible amount that will be paid by the district through a Health Reimbursement Account (HRA). The employee will receive an HRA debit card for the employee to use to pay all deductible charges. When the annual deductible has been met, the employee will then use their insurance card only and have no co-pays on in-network services as described in the plan. The employee's prescription expenses are also covered by the annual deductible. When the annual deductible is met, the prescription co-pay will be \$0 thereafter for all approved drugs as listed in the described plan. A mail-in prescription program is also available for maintenance drugs. The annual deductible amount is determined from January 1 – December 31 each year. Note: If the employee uses the HRA debit card for any unapproved purchases, the employee will be responsible for repayment of those costs.
  - a. Employees who choose the HRA health plan must be willing to participate on a joint committee with the district and to attend a minimum of four (4) after hour meetings during the year to assist in monitoring the HRA and discuss and resolve any problems that may occur.
  - b. The District will pay a \$500 stipend at the end of the first school year for participation and attendance of all meetings. If the employee continues into the second year on the committee, the employee will receive a \$700 stipend at the end of the second year for participation for attendance of all meetings.
  - c. After the completion of the second year, a joint district insurance committee consisting of association members and district representatives shall make a recommendation to the CCA/district negotiation team. Based on the recommendation of the joint district committee, the CCA negotiation team will make a decision to do the following:
    - If there is a positive recommendation from the joint insurance committee to the CCA/district negotiation team, following will occur:

1. All employees covered by the PPO will change to the HRA, HMO, or state enacted plan in 09-10.
2. If the employee chooses to remain with the PPO, they will be responsible to pay for the difference in premium costs between the PPO and the HRA through payroll deduction.

- If there is a negative recommendation from the joint insurance committee to the CCA/district negotiation team, or if the district's cost of health insurance is more than . % of the district's total revenue (excluding grants, food service, athletics and childcare funds) the following will occur:

1. There will be a re-opener of salary and benefits for 2009-10.

3. HMO Health Plan: Benefits will be pursuant to the Summary Plan (Appendix 1.C). The HMO plan requires a primary care physician referral system within the network. The prescription co-pay is \$5 for generic drugs and \$10 for brand name drugs that are approved in the plan. (There is a separate prescription card). If the employee chooses the HMO health plan, the district agrees to share one-half (1/2) of the savings of the employee's policy between the PPO premium cost as compared to the HMO premium costs. This savings will be paid twice a year in December and June.

B. The board will provide HMO health care plan coverage to all eligible employees hired after 7-01-03. Health coverage will be provided according to the following schedule:

- Full time custodians will be eligible for single person, 2 person or full family HMO health plan coverage.
- Hour requirements as described in Article XVIII, I., will apply (forty 40 hours for full time and a minimum of 20 hours for part time). Eligibility for full coverage will be pro-rated by number of hours worked: 20 hours = 50%, 30 hours = 75% and 40 hours = 100%. The employee will be responsible for their portion of the cost by payroll deduction, only, if he/she selects this option.

C. All current and future eligible employees will have the option to "buy up" to the PPO Plan level of health insurance coverage. This may be done during the annual open enrollment period, by paying the difference in premium costs through payroll deduction.

~~D. All current eligible employees will have the option to buy down by accepting the HMO health care plan. There will be a 50/50 share between the district and the employee in premium cost savings between the PPO cost and the HMO cost for that employee. The 50% cost savings will be paid in 2 equal payments on the first pay of December and the first pay of June each year.~~

D. The coverages listed are all subject to the terms and conditions of the Clarkston Community Schools benefit plan enclosed as Appendix 1.A, B, and C or in the Plan Summary booklets that will be provided to each employee. **All eligible employees will receive the following medical insurance providing the hours worked in Article XVIII, I., below:**

~~1. Clarkston Community Schools PPO Health Plan A (for employees selecting medical benefits):~~

~~a. Medical Benefits will be pursuant to the Summary Plan for the Clarkston Community~~

Schools PPO Health Plan Prescription Drug co-pay of \$5.00 for generic drugs/\$10.00 for brand name drugs (\$5/\$10 co-pay with mail-in maintenance drugs). It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

- b. ~~Optional Medical Benefits pursuant to the Summary Plan for the Clarkston Community Schools HMO Health Plan. Prescription Drug co-pay of \$5.00 for generic drugs/\$10 for brand name drugs. There will be a 50/50 share between the district and employee in premium cost savings between the PPO cost and the HMO cost for that employee. The 50% cost savings will be paid in 2 equal payments on the first pay of December and the first pay of June each year. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.~~

#### **ARTICLE XVIII FRINGE BENEFITS**

- a. Group Term Death Benefits - \$25,000 AD&D that will be paid to employee's designated beneficiary. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
- b. Group Long Term Disability Protection - Sixty percent (60%) of salary; waiting period ninety (90) calendar days straight time to a maximum benefit of two-thousand dollars (\$2,000) monthly benefit. All pre-existing conditions are covered if the employee is actively at work for at least five (5) consecutive working days after the plan is effective. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
- c. Dental (50-50-50) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan This coverage is for all qualified members of the bargaining unit who have another dental source which coordinates those benefits with Clarkston Community Schools (50% for routine diagnostic, 50% for major restorative, 50% for orthodontics for children to a lifetime maximum of \$500). Class I and II benefits are limited to one-thousand five hundred dollars (\$1,500) annually. This level of coverage is effective 01-01-02. Internal coordination of benefits for all qualified members of the bargaining unit who have some form of dental coverage.

Dental (100-90-90) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan. (100% for routine diagnostic, 90% for major restorative, 90% for orthodontics for children to a maximum of \$900). Class I and Class II benefits are limited to one-thousand five hundred dollars (\$1,500) annually.

This level of coverage is effective 01-01-02. This coverage is for all qualified members of the bargaining unit who do not have any form of dental coverage. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

- c. Vision Expense Benefit - Plan A Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan (for all employees who select medical benefits). Vision benefits will duplicate those of VSP I coverage except that the coverage will provide vision benefits once in a two (2) year period. It is expressly understood that the determination of the carrier or decision to self-insure this benefit

## ARTICLE XVIII FRINGE BENEFITS

the exclusive right of the Board of Education.

~~2. Clarkston Community Schools Health Plan B (for employees not selecting medical benefits):~~

~~a. Group Term Death Benefits — \$25,000 AD&D that will be paid to employee's designated beneficiary. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.~~

~~b. Group Long Term Disability Protection — Sixty percent (60% of salary; waiting period ninety (90) calendar days straight time to a maximum of two thousand dollars (\$2,000) monthly benefit. All pre-existing conditions are covered if the employee is actively at work for at least five (5) consecutive working days after the plan is effective. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.~~

~~c. Dental (50-50-50) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan This coverage is for all qualified members of the bargaining unit who have another dental source which coordinates those benefits with Clarkston Community Schools (50% for routine diagnostic, 50% for major restorative, 50% for orthodontics for children to a lifetime maximum of \$500). Class I and Class II benefits are limited to one thousand five hundred dollars (\$1,500) annually. This level of coverage is effective 01-01-02. Internal coordination of benefits for all qualified members of the bargaining unit who have some form of dental coverage.~~

~~Dental (100-90-90) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan. (100% for routine diagnostic, 90% for major restorative, 90% for orthodontics for children to a maximum of \$900). Class I and Class II benefits are limited to one thousand five hundred dollars (\$1,500) annually. This coverage is for all qualified members of the bargaining unit who do not have any form of dental coverage.~~

~~It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.~~

~~d. Vision Expense Benefit — Plan A Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan (for all employees who select medical benefits). Vision benefits will duplicate those of VSP I coverage except that the coverage will provide vision benefits once in a two (2) year period. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.~~

**E. Employees who do not select health insurance will receive a Cash In Lieu of Health Plan of one thousand dollars (\$1,000) per year, one-half (½) to be paid the first pay in December and one-half (½) to be paid the first pay in June.**

It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

**ARTICLE XVIII - FRINGE BENEFITS (con't)**

- F. New employees will not be eligible for benefits in Section A, above, until the first of the month following the completion of their probation period with a satisfactory evaluation.
- G. If an employee shall terminate his/her employment with the district, the benefits listed in Section A shall also terminate at the end of that month.
- H. An employee on approved unpaid leave of absence or layoff may continue health benefits coverage by making appropriate arrangements with the Board office for payment for up to twelve (12) months
  - 1. Benefits in Section A will be provided for employees scheduled to work forty (40) hours per week who have completed their probation period with a satisfactory evaluation
- I. Employees (not substitutes) scheduled to work twenty (20) hours per week and who have completed a 90 day probation with a satisfactory evaluation will be eligible for (one-half ½) of the cost of medical benefits in Section A to be paid by the Board. The employee will be responsible for their portion of the cost by payroll deduction, only, if he/she selects this option.
- J. When an employee's paid sick leave is depleted during an illness or injury, health benefits will be continued while the employee waits eligibility for L.T.D., but in no case more than ninety (90) calendar days.
- K. The parties agree that the Board has no obligation to provide health benefits coverage to either the spouse or dependents of an employee who is covered by another such benefit plan elsewhere. For example, by virtue of the employment of the spouse.

**ARTICLE XIX**

**COMPENSATION**

A. General Custodians

1.	Hourly Rate:	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	<del>2005-06 (2% increase)</del>	<del>\$13.92</del>	<del>\$14.98</del>	<del>\$16.13</del>	<del>\$16.66</del>	<del>\$17.47</del>	<del>\$18.20</del>
	<del>2006-07 (2% increase)</del>	<del>\$14.20</del>	<del>\$15.28</del>	<del>\$16.45</del>	<del>\$16.99</del>	<del>\$17.82</del>	<del>\$18.56</del>
	2007-08 (2% increase)	\$14.48	\$15.59	\$16.78	\$17.33	\$18.18	\$18.93
	2008-09 (1.5% increase)	\$14.70	\$15.82	\$17.03	\$17.59	\$18.45	\$19.21
	2009-10 (1 <sup>st</sup> semester 1%)	\$14.85	\$15.98	\$17.20	\$17.77	\$18.63	\$19.40
	2009-10 (2 <sup>nd</sup> semester 1%)	\$15.00	\$16.14	\$17.37	\$17.95	\$18.82	\$19.59

2.	Shift Premium:	<u>2nd Shift</u>	<u>3rd Shift</u>
		\$ .13	\$ .18

3. Longevity: Employees with continuous employment from their date of hire as a general custodian with the Clarkston Community Schools shall receive longevity according to the following schedule. Outside experience credit will not apply.

	<u>Longevity Increase Per Hour</u>
After tenth year of continuous employment	\$ .20
After fifteen (15) years of continuous employment	\$ .10

4. ~~In 05-06 a one time off the scale payment of 1% will be made based on the employee's 04-05 total wages, and will be paid on the first pay of December, 2005. If employee terminates prior to June 30, 2006, the off scale payment will be prorated.~~

5. ~~In 06-07 a one time off the scale payment of 1/2% will be made based on the employee's 05-06 total wages, and will be paid on the first pay of December, 2006. If employee terminates prior to June 30, 2007, the off scale payment will be prorated.~~



**ARTICLE XIX - COMPENSATION (con't)**

- B. No employee may receive more than two (2) longevity increments.
- C. Severance: Based upon unused sick days, according to the following schedule:
  - 1. Severance Pay - Upon resignation or death, employees shall be compensated for one-half (½) of all accumulated unused paid leave days at the rate of twenty-five dollars (\$25) per day.
  - 2. Retirement Pay - Upon retirement, employees shall be compensated for all accumulated unused paid leave days at the rate of thirty dollars (\$30) per day.
  - 3. In the event of an employee's death while still employed with the District, the designated beneficiary on the life insurance program will receive the sick bank benefits as per number 1, above.
- D. Individuals who have more than 100 days may sell the balance of annually accrued days over 100 at \$50 per day.
- E. Uniforms: The district will provide custodians three (3) uniforms per year. First year custodians will receive five (5) uniforms after completing ninety (90) work days with a satisfactory evaluation. Custodians with a minimum of 10 uniforms in good condition may elect to choose a coat/jacket, hat, gloves, shorts or footwear of comparable value provided by the District.
- F. Credit on the salary schedule for previous experience and training will be granted at the discretion of the Superintendent/designee.
- G. Employees required in the course of their work to drive personal automobiles shall receive a mileage allowance not less than the Internal Revenue Service (IRS) standard amount.
- H. Employee Education: The board agrees to set aside five hundred (\$500) annually (July 1-June 30) for reimbursement for the following:
  - 1. Upon the written authorization and pre-approval of the Superintendent or his/her designee, employees may be permitted to attend conferences or workshops related to their job duties and responsibilities. Board approved professional development activities according to the following guidelines:
    - a. Application for reimbursement for professional development activities must be made on forms supplied by the Board to the Superintendent/designee. The allocation of funds shall be made on a first-come basis.
    - b. A employee may only be eligible for reimbursement of funds in a succeeding semester if funds are available after all applications have been approved for those who did not receive reimbursement the preceding semester.

**ARTICLE XIX - COMPENSATION (con't)**

- d. The professional development activity must be in the area of the employee's assignment.
  - e. Employees must have approval from the Superintendent/designee prior to beginning a professional development activity.
  - e. The employee, to qualify for reimbursement, must have successfully completed the activity with a grade of "C" or better or written evidence of satisfactory completion. Reimbursement will be made after proof of successful completion of the activity (grade notification report) and cost invoice is submitted and approved by the Superintendent/designee.
  - f. Reimbursement will be granted at one-half ( $\frac{1}{2}$ ) of the cost of the activity (registration or tuition).
2. If an employee is required to take state or district classes needed for certification the employee will be reimbursed if funds are available.
- I. Employees must minimally, serve one (1) full year before being advanced to the next step of the salary schedule. The employee's step or longevity increment will be given on the next September 1 or March 1 after serving a one (1) year period.

## ARTICLE XX

### MISCELLANEOUS PROVISIONS

#### A. Work Stoppages

1. The Association recognizes that the cessation or interruption of services by non-professional personnel is contrary to law and public policy. The Board and the Association agree, in keeping with the high standards of the support personnel, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of services (i.e., the concerted failure to report for duty, or willful absence from their positions, or stoppage of work, or abstinence, in whole or in part, from the full, faithful, and proper performance of the duties of employment) by any support personnel or group of support staff, and pledge themselves to the purpose of insuring continuation of the educational program.
2. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisor or administrative personnel or Board members of the District regarding the administration of this Agreement or any grievance filed thereunder.
3. Violation of this Article by any support personnel, or group of support personnel, will constitute just cause for the imposition of discipline or penalties.
4. The Board of Education, in the event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association.

B. Supplemental Agreements - All supplemental agreements shall be subject to ratification by the Board and the Association within thirty (30) days of tentative agreement or as soon as possible, but no later than the next regularly scheduled Board of Education meeting.

C. Safety - The employee shall report to the immediate supervisor, upon first knowledge, any suspected or evident dangerous condition, equipment, or situation when there is a question as to whether the equipment or condition is unsafe. The Association Representative and/or employee and the supervisor of the unit shall review the equipment, situation or condition in a meaningful attempt to rectify the alleged unsafe condition, equipment, or situation. Any employee who has notified their supervisor in writing that they are using equipment they consider unsafe will receive a written acknowledgment from the supervisor.

D. Complete Agreement - This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

## ARTICLE XX - MISCELLANEOUS PROVISIONS (con't)

- E. Savings Clause - If any provision of this Agreement or any application of the Agreement to any member of the recognized unit shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Copies of Agreement - The cost of printing the Master Agreement will be shared equally between the Board and the Association. Copies will be presented to the Association for distribution to the employees prior to the ratification of this Agreement. Employees thereafter employed will receive copies of the Agreement at the time of employment.
- G. Supersedence of Policy - This Agreement shall supersede any rules, regulations, policies or practices of the Board which shall be contrary to or inconsistent with its terms.
- H. Notification - The Association will notify the personnel office of currently elected officers or changes in officers or representatives. The personnel office will notify the current Association President of any new personnel hired, upon written request.
- I. Medication - Employees of this bargaining unit are covered under the School District Liability Policy. If any employee is complained against or sued in conjunction with first aid and/or administering medication, the Board shall render all justifiable assistance to the employee in defense of such complaint or suit according to the terms of the liability policy.
- J. Free Checking Account - A free checking account shall remain in effect up to one (1) year while on sick leave or layoffs. However, bank rules and regulations shall control.
- K. Employee Handbooks - Any changes in a current Employee Handbook or the Bus Code of Conduct will be shared with the Association prior to implementation.
- L. School Closing: (Following successful completion of probationary period)
1. Custodians
    - a. When schools are closed due to snow or ice, acts of God, or lack of power, custodians are to report to work as soon as possible. They must contact their Director of Buildings and Grounds if they are having difficulty getting to work. If the Director of Buildings and Grounds cannot be reached, a message must be registered with the Board of Education office.
      - (1) All custodians would report on a day shift schedule.
      - (2) Custodians that normally work second and third shift would lose their shift premium for working the day shift on inclement weather school closing days.
      - (3) If, on a day school is closed, it is determined by the Administration that a scheduled activity in any building requiring custodial services will continue during the second shift hours, the Administration would first seek volunteers to

## ARTICLE XX - MISCELLANEOUS PROVISIONS (con't)

work the time needed for such activity. If there are no volunteers, a custodian or custodians that normally work second or third shift shall be assigned by seniority (lowest first) to report for this assignment. Recurrences during any contract year will be rotated between the second and third shift custodians on a seniority basis.

- (4) Overtime will only be paid according to Article XI, Section IV, B. (Custodial Section). If a split shift occurs on an inclement weather day, it is expressly understood that overtime will only be paid if more than eight (8) hours are worked and such overtime is authorized.
- b. An emergency day may be used in case the custodian cannot report to work so as to avoid loss of pay.
- c. The custodian will have the option of applying earned vacation time to avoid loss of pay if he/she cannot report to work.
- d. Employees not electing to use vacation time will be paid only for hours worked that day.
- e. If the Administration determines that conditions such as loss of heat, power or water in a building do not warrant custodial presence, custodians will be relieved of their shift obligation without loss of pay or paid leave. It is understood that if custodial presence is required in particular situations, only the minimum number of custodians needed will be required to stay. This decision will be made by Director of Buildings and Grounds or Superintendent/designee.
- f. If it is determined by the Administration that weather conditions are hazardous to the custodians' safety and well-being, the custodians will be relieved of their shift obligation without loss of pay or paid leave.

### M. Student Discipline

1. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. Bargaining unit members may use such reasonable physical force with a student as is necessary to protect the personal safety of themselves or staff members, visitors, or other students, or to prevent damage to district property. Employees should be familiar with alternatives to corporal punishment as listed in Board of Education Guideline 5630.

### N. Summer Unemployment Compensation Pay-Back

1. An employee of this Association **who is less than a 52 week employee and** who is laid off and who is paid unemployment compensation benefits, chargeable to the district during the summer immediately following the layoff, and who is subsequently recalled to a position during the next school year within two (2) calendar weeks of the beginning of the next school year, shall have his/her compensation adjusted by the gross dollar amount of the

## ARTICLE XX - MISCELLANEOUS PROVISIONS (con't)

unemployment compensation benefits received for all periods and/or days during the summer recess. The adjustment will occur over the first three (3) pay periods after recall or after the district becomes aware of the unemployment compensation payments.

- O. The Board and Association agree to mutually work toward reducing absenteeism among employees. Excessive absenteeism may be grounds for disciplinary action, including dismissal.
- P. Any member who is to meet for discipline or contract concerns will have a CCA representative present if desired. Any other meetings with a supervisor or parents may be rescheduled or delayed if the member has need of representation after the meeting has started.
- Q. Each member shall wear the assigned uniform to work, which consists of shirts and pants/slacks. Approved uniform shorts, no more than two (2) inches above the knee, may be worn **from June 1 – September 15.** ~~during the summer when school is not in session (after the last day of school until the first day of school)~~ An employee may not wear shorts ~~(during the summer)~~ while working with chemicals and/or certain equipment for safety reasons.

## CUSTODIAL GRIEVANCE REPORT FORM

School District \_\_\_\_\_  
School \_\_\_\_\_

Grievance \_\_\_\_\_  
Date of Violation: \_\_\_\_\_  
Date of Grievance: \_\_\_\_\_

Article/s Violated:

Section/s Violated:

Other Pertinent Articles/Sections:

Subject to the provisions of the professional agreement between the Board and the Association, I hereby submit this grievance.

State of the Grievance:

Remedy Requested:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of the Grievant (Use reverse side  
for additional signatures if more than one.)

Disposition of Immediate Supervisor:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Immediate Supervisor

Grievant's Disposition:                      Satisfactory \_\_\_\_\_                      Unsatisfactory \_\_\_\_\_

**GRIEVANCE REPORT FORM (continued)**

Disposition of Superintendent or Designee:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or designee

Grievant's Disposition: Satisfactory \_\_\_\_\_

Unsatisfactory \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant



## APPENDIX A

# ANTI-DRUG AND ALCOHOL ABUSE POLICY

The following anti-Drug and Alcohol Abuse Policy states:

### I. ILLEGAL, UNAUTHORIZED DRUGS AND ALCOHOL:

No employee can report to work displaying the effects of illegal, illicit, controlled or unauthorized drugs while on duty. No employee will take, make, sell, give, transport or possess a controlled or illegal substance which is considered a covered substance under the Controlled Substance Act (CSA). This, specifically, includes all Schedule I and II substances identified on page 66 or 67 and Schedule III through V substances being used or possessed without approval, legal prescriptions or authorization.

- A. Controlled Substance Acts are contained within Title 21 of the United States Code [Section 802(6). Food and Drugs] and use and possession of these controlled substances is unlawful under Chapter 13 of that title [Section 801 et. seq.].
- B. Drug Tests: The District will utilize testing procedures with scientifically valid protocols and that meet the certification criteria of the Substance Abuse and Mental Health Services Administration (SAMHSA), formerly known as the National Institute of Drug Abuse (NIDA). The only approved drug tests are urinalysis samples analyzed by U.S. Department of Health and Human Services-certified laboratories. The District and the laboratories utilized are compliant with 49 CFR, Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.
  1. All urine samples will be subjected to an initial screening utilizing an immunoassay technique.
  2. Specimens with negative test results following the initial screening will be reported to our Medical Review Officer (MRO) as negative tests. The initial screening test is designed to eliminate negative tests from any further consideration. The MRO will, in turn, report those tests to us as negative screening tests. The Medical Review Officer servicing our needs is indicated below.

Drug Education and Compliance System  
1745 Dacosta Street  
Dearborn, MI 48128

## APPENDIX A (con't)

3. Specimens with positive test results following the initial screening will be subjected to a laboratory-administered analytical procedure to identify the presence of a specific drug or metabolite.
    - a. This confirmatory test must by definition, be independent from the screening test.
    - b. To ensure reliability and accuracy, the confirmatory test must use a technique and chemical principal different from the screening test.
  4. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines and phencyclidine.
  5. Protested positive test results allow the employee or applicant to submit a split sample portion of the original specimen required by Federal regulations immediately, and without prior notice, for testing.
    - a. If the split-sample urine drug screen test is requested, the applicant will pay for the test.
    - b. If the split sample's test's results overturn a first test positive, the test will be reported as a negative and a copy of the second test results, and only the second test's results, will be placed in the employee's driver's or personnel file and a copy provided to the employee or applicant.
- C. Breath Alcohol Tests: Only those tests with approved protocol issued by the United States Department of Health and Human Services will be permissible. Certified Breath Alcohol Technicians will administer our alcohol tests using devices appearing on the Conforming Products Lists (CPL) and approved by the National Highway Traffic Administration (NHTSA).
1. Initial screening to determine the presence of alcohol in an employee's body will utilize an analytical procedure and device to determine if an employee has a prohibited level of alcohol in his or her system. If the initial screening indicates a breath alcohol concentration of above 0.02 percent, a confirmatory test will be administered.
  2. A confirmatory test following the initial test with a test result of 0.02 percent or greater will be administered within 30 minutes of the initial test result. The confirmatory test will result in a quantitative result measuring alcohol concentration within an employee's body as measured by breath.
  3. At the time of this document, blood testing is not an approved technique for determining the presence of alcohol in one's body.

## APPENDIX A (con't)

- D. Reasonable Cause, for Cause or Reasonable Suspicion: is identified within 49 CFT, Part 382 as the employer's determination that, based on specific, contemporaneous, articulable observations, the employee's appearance, behavior, speech or body odors suggest the use of controlled substances and/or alcohol.
1. When a urine drug screen and/or breath alcohol test is required, the supervisor initiating the test action must complete the supervisor's incident report by our independent authority. A copy of the report must be completed within 24 hours or before the results of the test become known to the District, whichever comes first.
  2. A trained supervisor must personally observe the incident leading to a drug and/or alcohol test. We cannot authorize a reasonable suspicion test based on a third party observation or information of alcohol or drug use or possession.
  3. A trained supervisor is one who has received not less than sixty (60) minutes of initial training in detecting the signs and symptoms of drug use and sixty (60) minutes in detecting the signs and symptoms of alcohol use and abuse.

## II. TEST LEVELS:

- A. Controlled Substances: An employee will be considered to have failed (with a positive test result) an administered urine drug screen if, after confirmed analysis, test levels show a reportable presence more than the allowable cutoff levels defined in 49 CFR, Part 40, § 40.29(f). The reportable presence will be for any of five controlled substances included in Schedule I or II and listed on page 66 or 67. These schedules are defined by §802(6) of Title 21 of the United States Code [Section 802(6) of Title 21, Food & Drugs]. The possession of any of these drugs is unlawful under Chapter 13 of that Title [§801 et. seq. of Title 21]. The term illegal drug does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law. Valid prescriptions used following the physician's instructions must be recorded and treated as negative test results.
- B. Controlled Substance Levels: All substance testing will be according to the guidelines established by the U. S. Department of Health and Human Services and the Department of Transportation, 49 CFR Parts 40, 382. Testing is required for the five families of drugs consisting of, amphetamines, cocaine, marijuana, opiates and phencyclidine and as further detailed on page 66 or 67. The use of such substances is unacceptable in our business environment.
- C. Alcohol Use: An employee will be considered to have failed (with a test result of 0.04 percent or greater) an administered evidential breath alcohol test administered by a certified breath alcohol technician. To be considered a confirming evidential test, a breath alcohol technician must have administered a preliminary (screening) breath test within the 30 minute period immediately preceding the evidential test. The preliminary test must have resulted in a reading of not less than 0.02 percent to warrant the evidential breath test.

## APPENDIX A (con't)

- D. Low-end Alcohol Use: Any employee, testing 0.04 or above, shall be subject to disciplinary action up to and including termination. An employee submitting to a preliminary breath alcohol screening test with a result of 0.02 or higher, but less than 0.04 percent as confirmed by an evidential breath test is prohibited from performing their duties or continuing in a safety-sensitive function for 24 hours and shall be counseled on the availability of Employee Assistance Programs in the District and may be subject to other disciplinary actions.

Any bargaining unit member with an alcohol or drug abuse problem who voluntarily initiates diagnosis or treatment prior to any incident, will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner.

Subsequent offenses may be subject to discipline consistent with the just cause provisions of Article VIII of this Agreement.

- E. Test Use: Any urine specimens collected may only be used to test for controlled substances designated or approved for testing and will not be used to conduct any other analysis or test unless otherwise specifically authorized by FHWA regulations. The accompanying Chain of Custody will reflect the nature of the test required.
1. Split Samples. The specimen collected must consist of not less than 45 milliliters of urine, 30 of which is poured into a container for initial testing. The remainder is then poured into a second container for storage. The testing laboratory will retain this sample for at least 60 days from receipt of both specimens by the lab.
  2. The split sample confirms contested test results if the primary sample shows a positive test result.
  3. Further, the program does not prohibit procedures incidental to an analysis of the specimen for controlled substances. The laboratories are authorized to conduct specific tests to determine if, in fact, the sample has been adulterated, diluted or tampered with. Such tests are approved and consist of tests to determine the specific gravity or to measure the creatine present in the sample.

### III. UNION REPRESENTATION AND NOTICE

- A. The parties mutually recognize and agree that drug and alcohol testing are investigatory proceedings which may subject the employee to disciplinary action to which the employee is entitled to union representation. In order to assure affected employees of adequate representation, the Employer and the Union mutually agree to the following procedures:
1. The union shall be provided with simultaneous notice of any bargaining unit members who are selected for drug or alcohol testing.

**APPENDIX A (con't)**

2. Upon notice by the Employer or request by the affected employee(s), the union shall have the right to send a representative to the testing site, unless the employee is off site and required by Federal law to test immediately. Where practicable, such representative shall be one of the individuals trained in drug and alcohol testing.
  3. In the event that the medical review officer (MRO) initiates procedures to contact an employee as a result of a positive drug test, the employee shall have the right to contact a union representative to attend any interview between the MRO and the affected employee, whether in person or by telephone.
- B. All time spent by the union representative attending the testing of bargaining unit members or in investigatory meetings/conferences conducted by the MRO, the District or any of its agents, shall be considered working time and paid in accordance with the union representative's regular hourly rate.

## Department of Transportation Prohibited Drugs

Substance	Screening Level	Confirmatory Level	Signs & Symptoms
1. Amphetamines Incl. Benzedrine, dexedrine, synatan, appetrol, methedrine and desoxyn	1000 NG/ml	Amphetamine 400 NG/ml Methamphetamine 500 NG/ml	<ul style="list-style-type: none"> <li>• Hyperactivity</li> <li>• Feelings of strength</li> <li>• Short-term insomnia</li> <li>• Loss of appetite</li> <li>• Irritability</li> <li>• Dilated pupils</li> <li>• Dizziness</li> <li>• Distorted thinking</li> </ul>
2. Cocaine Incl. Coke, free base and crack	300 NG/ml	Metabolites 150 NG/ml Benzoyl Ecgonine	<ul style="list-style-type: none"> <li>• Momentary feelings of confidence strength and endurance.</li> <li>• “Rush” of short-term pleasurable sensations.</li> <li>• Impaired driving ability and reactions.</li> <li>• Uncommon excitability or anxiety.</li> <li>• Dilated pupils and difficulty in focusing.</li> <li>• Paranoia</li> </ul>
3. Cannabis Incl. Marijuana, pot, smoke, hash, hashish oil, and Tai sticks	50 NG/ml	Metabolite 15 NG/ml Delta-9-tetrahydrocannabinol	<ul style="list-style-type: none"> <li>• Changes in sensory perception</li> <li>• Impaired driving ability for 4-6 hours after one joint.</li> <li>• Restlessness followed by a dreamlike state of relaxation</li> <li>• Dulling of attention</li> </ul>

## Department of Transportation Prohibited Drugs (con't)

Substance	Screening Level	Confirmatory Level	Signs & Symptoms
<p>4. Opiates</p> <p>Incl. morphine, codeine, heroin, methadone, meperidine, demerol, darvon, darvocet, tylenol 3 or 4, dilaudid, percodan, and percocet</p>	300 NG/ml	<p>25 NG/ml if immunoassay for free-morphine</p> <p>300 NG/ml Morphine</p> <p>300 NG/ml Codeine</p>	<ul style="list-style-type: none"> <li>• Constricted pupils</li> <li>• Drooping eyelids</li> <li>• Low raspy speech</li> <li>• Poor coordination</li> <li>• Depressed reflexes</li> <li>• Impaired driving ability</li> <li>• Euphoria (short-lived)</li> <li>• High pain thresholds</li> </ul>
<p>5. Phencyclidine</p> <p>aka: Angel dust, rocket fuel, Krystal joints, super kools, sherms, mint weed, cluster</p>	25 NG/ml	Metabolite 25 NG/ml	<ul style="list-style-type: none"> <li>• Impaired driving ability</li> <li>• Extreme agitation</li> <li>• Hallucinations</li> <li>• Schizophrenia</li> <li>• Enhanced strength</li> </ul>

**Clarkston Community Schools  
Acknowledgment and Agreement**

Clarkston Community Schools is a Drug-Free Workplace. Under the terms of the Drug-Free Workplace Act and accompanying Federal regulations covering the qualification of drivers and other employees, we are required to give you a copy of our Policy and accompanying procedures.

Please read and sign below that:

- You have received a copy of our Policy and accompanying Administrative Procedures Governing Drug and Alcohol Use and Abuse.
- You have read it and been informed of its contents.
- You have had our procedures explained to you.
- You have had your questions regarding our procedures answered, and
- You agree to abide by our procedures in all respects.

PLEASE NOTICE: The Federal Drug Free Workplace Act of 1988 requires you to acknowledge and agree to the above.

I acknowledge and agree that I am aware of Clarkston Community School's current Policy and administrative procedures regarding controlled substances and alcohol abuse. I also understand that I am required, by Federal regulation, to comply with the District's policy and administrative procedures regarding the use of controlled substances and alcohol and that I am required to sign this document as a receipt that I have, in fact, received the policy and explanations. My employer is required to provide me with a copy of this signed receipt and to retain the original in my personnel file.

Acknowledged and Agreed:

\_\_\_\_\_  
Signature

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Print your name here

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Date



