MASTER AGREEMENT

BETWEEN

THE CLIO AREA SCHOOL DISTRICT

AND

THE CLIO CUSTODIAL/MAINTENANCE ASSOCIATION, MEA/NEA

JULY 1, 2026 – JUNE 30, 2029

July 1, 2026

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This Agreement made and entered into, by and between the Clio Area School District Board of Education, hereinafter referred to as the "Employer/Board" and the Clio Custodial/Maintenance Association MEA/NEA, hereinafter referred to as the "Union".

In consideration of the premises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

WHEREAS, it is the desire of the parties to this Agreement to work together harmoniously and to promote and maintain relations between the Employer and the Union which will serve to the best interest of all concerned, now therefore, the parties hereto agree as follows:

ARTICLE I
RECOGNITION

A. The Clio Area School District Board of Education hereby recognizes the Clio Custodial/Maintenance Association, MEA/NEA, as the exclusive bargaining representative for all Janitors, Custodians, and Maintenance Employees, full and/or part-time, employed by the Board and shall exclude supervisory and substitute personnel.

B. It is understood that the members of the bargaining unit set forth in the foregoing recognition clause have the responsibility for performing duties normally associated with those positions.

C. Job titles and classifications will be as follows:

Classification II -	Mail Driver, Custodian
Classification III -	Maintenance
Classification IV -	Head Maintenance

ARTICLE II
BOARD RIGHTS

1. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the School Code and the laws of the State, the Constitution of the State of Michigan and/or the United States. Such rights and duties, etc., shall include but not be limited to the right to:

   a. Manage and control its business, its equipment and its operations of the entire school system.

   b. Continue its rights, policies and practices of assignment and direction of the personnel and schedule all the foregoing.

   c. Determine the services, supplies and equipment necessary to continue its operation and to determine methods and means of distributing the above.

2. The Board shall continue to have the right to establish, modify or change any condition except those covered by the provisions of this Master Agreement.

ARTICLE III
REPRESENTATION

A. All employees who are covered by this Agreement shall be represented for the purposes of grievance procedure and negotiating by Association Representatives and a bargaining committee to be chosen by the Union.

B. The bargaining committee shall be composed of not more than three (3) employees chosen by the Union from the bargaining unit, the bargaining unit President, and such other union officers and representatives as deemed necessary by the Union.

ARTICLE IV
JOB STATUS AND FUNCTIONS OF UNION OFFICERS

A. Normally, negotiations and the processing of grievances shall be done on other than the regularly scheduled workday. If, however, it is found necessary by the Employer that it is impractical to settle the problem at hand on other than scheduled work time, the Employer will pay for Association Representatives or alternates for time in processing the grievance and negotiations. The pay will be at their regularly scheduled earned rate.

B. Association Representatives or alternates shall be governed by established rules regarding the handling of employee grievances and negotiations as are indicated in the grievance procedure. Members of the committee and the local union president may absent themselves from their assigned work to handle union business when arrangements are made as far in advance as possible by the president of the local union, Association Representatives, and mutually agreed to by the district. However, if the time absent for union business concerns activities other than those specifically provided for in Paragraph A, next above, there shall be no payment to the employee by the Employer for time lost in the event.

C. The Employer shall be officially informed in writing of the names of the union officers no later than September 1 of each year.

ARTICLE V
GRIEVANCE PROCEDURE

A. Grievance Definition: A grievance is defined as an alleged misinterpretation, misapplication or inconsistent application of a specific provision of this Agreement.

B. Any alleged violation for which an employee or the union selects some other forum such as Civil Rights Commission, E.E.O.C., F.E.P.C., M.E.R.C., court, etc., shall preclude the filing or processing of a grievance on that subject.

C. Levels of Grievance Procedure:

Level One

Any employee having a specified grievance shall take the matter up verbally with the Director of Transportation and Operations within five (5) working days from the date of the alleged violation or

the date that the employee became aware of such alleged violation. The Director of Transportation and Operations shall attempt to adjust the matter consistent with the terms of this Agreement. The employee may request his/her Association Representative to handle a specified grievance. The Director of Transportation and Operations will arrange for a meeting with the employee and the Association Representative within a reasonable period of time, not to exceed seventy-two (72) hours, and will answer the grievance within six (6) working days from this meeting.

Level Two

Grievances, which are not satisfactorily settled at Level One, may be appealed to the Assistant Superintendent for Curriculum and Instruction in the same manner and with the same time limits as in Level One above. The Assistant Superintendent shall set a meeting with the Association Representative within six (6) working days of the receipt of the grievance, and shall make a written disposition of the grievance on the forms provided and return it to the Association Representative within six (6) working days.

Level Three

Grievances that are not satisfactorily settled at Level Two may be appealed to the Superintendent of Schools in the same manner and with the same time limits as in Level Two above.

Level Four

Grievances, which are not satisfactorily settled at Level Three, may be appealed to the Board of Education. The Board of Education shall take up the grievance at their next regularly scheduled meeting, which will take place not less than fourteen (14) days after receipt of the written appeal. The Board shall render its decision within six (6) working days after the meeting.

Level Five

If the Union is not satisfied with the disposition of the grievance at Level Four or if no disposition has been made in the period provided, the Union may, by written notice to the Employer, request that the matter be submitted to arbitration within four (4) working days. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within five (5) days after notice is given, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which will likewise govern the arbitration hearing. The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this Agreement or any written amendments hereof or supplements hereto. The Arbitrator shall have no power to alter, add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof or supplements hereto, or to specify the terms of a new Agreement or to substitute his discretion for that of the parties hereto, or to assume any of their functions or responsibilities. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto to the parties without decision. The decision of the arbitrator shall be final and binding on all parties and they hereby agree to abide by such decision.

The cost of any arbitration under this paragraph shall be divided equally between the Employer and the Union. Witness fees will be paid by the party incurring them. If additional time is deemed necessary to properly investigate matters relative to the grievance at any level outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer, in writing.

ARTICLE VI
SENIORITY

A. All regular employees shall be on probation for the first sixty (60) workdays of their regular employment. Upon the completion of the probationary period, such employees shall receive classification and system seniority credit from the first day worked and shall thereafter accrue such seniority.

B. Part-time employees who are re-classified to full-time positions shall be given seniority on a pro-rata basis for the amount of time they worked as part-time on jobs for which they were regularly assigned four (4) hours or more on a daily basis.

C. Seniority and employment shall terminate for any of the following reasons:

1. The employee quits.
2. The employee is discharged for just cause.
3. The employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of such layoff or twenty-four (24) months, whichever comes first.
4. The employee retires or is retired by the Board of Education.
5. The employee is absent for three (3) consecutive workdays without properly notifying or having the permission of the employer. Proper notification shall, for purposes of this Article, be a telephone call by the employee or his/her representative to an appropriate supervisor during the regular business hours of the day spanned by the absence.
6. Any employee who does not report back to work by the expiration date as set forth on his/her leave of absence notice, or who does not receive an approved extension, or who accepts other employment while on leave from the employer, except as herein provided, will be considered to have terminated his/her employment.

D. Employees' seniority will be continuous and the employee shall hold all seniority rights except when he/she voluntarily resigns or when discharged.

E. Seniority of an employee shall continue while absent because of injury covered by Workers' Compensation.

F. The right to re-employment and the continuing seniority rights of any employee, now or hereinafter upon the seniority lists, and who now or hereinafter is a member of the Armed Forces of the United States, shall accrue as provided for under Article XVII, Paragraph A of this Agreement. This will be according to statute.

G. There shall be no accrual of seniority for an employee on an approved leave of absence that exceeds thirty (30) days, except as herein otherwise provided.

ARTICLE VII
SENIORITY LIST

A. When an employee acquires seniority, his/her name shall be placed on the seniority list. Up-to-date seniority lists shall be made available to all employees for their inspection by the first day of school in September. The Union shall be informed immediately as to any terminations or new hires.

B. The seniority list shall contain the following information: Classification, Name, Date of Hire, and District Seniority Date. Any questions regarding the seniority list must be brought in writing to the attention of the union president and the Assistant Superintendent within thirty (30) working days of each seniority list being posted, otherwise the list stands as posted.

C. In cases where two or more employees have the same date of hire, a lottery drawing process shall determine the placement of their names on the seniority list. This drawing will take place at time of hire.

ARTICLE VIII
LAYOFFS AND RECALLS

A. Layoffs will be based on inverse seniority. Employees will be laid off in order of district seniority; the least senior bargaining unit member will be laid off first.

B. Recalls to vacant positions shall be filled with the applicant with the most seniority that was laid off from the affected position. If no bargaining unit member from the affected position applies, the position shall be filled in accordance with Article IX.

ARTICLE IX
TRANSFERS AND PROMOTIONS

A. All promotions will be based upon job performance, attendance, and testing. Job performance will be based upon annual evaluations. Attendance standards will be based on employee handbook. Tests will be developed to evaluate whether a candidate is qualified for promotion. Any promotion available due to retirement, resignation, termination or addition of a new position by the Board of Education that is not filled by existing member will be filled by a third party contractor. Promotions will be posted for five (5) days.

ARTICLE X
WORKING HOURS

A. For purposes of this article the following definitions are to be followed:

a) Calendar Day – A twenty-four (24) hour period from midnight to midnight.
b) Work Day – An eight (8) hour period that a regular full time custodial employee is scheduled to work (within a calendar day, except for shifts starting prior to midnight).

c) Work Week – A five (5) work day period that a regular full time custodial employee is scheduled to work. The work week shall run from Monday through Friday and normally be of forty (40) hours in duration.
d) Custodial/maintenance staff may be scheduled to work four (4), ten (10) hour shifts during the summer recess subject to district needs.

B. Hourly employees will be compensated as follows:

Straight Time

Straight Time shall be paid:

a) For eight (8) hours worked in a regularly scheduled work day. The regular unpaid lunch period shall be one-half (1/2) hour.
b) For forty (40) hours worked in the employee's regularly scheduled work week, excluding all time for which daily, Saturday, Sunday or holiday overtime has been earned.
c) For the time worked during the regular working hours of any shift which starts on the day before and continues into a specified holiday or a Saturday.

Time and One-Half

Time and One-Half shall be paid:

a) For time worked in excess of eight (8) hours (an employee's regularly scheduled work day) in a calendar day.
b) For time worked in excess of forty (40) hours in the employee's work week, excluding all time for which daily, Saturday, Sunday or holiday overtime has been earned.
c) For time worked on any shift which starts on a Saturday.
d) For time worked on any shift that starts on a Sunday, provided the employee has not received time-and-one-half pay for work on the preceding Saturday.

Double Time

Double time shall be paid:

a) For time worked on Sunday provided that the employee is snow plowing and worked the previous Saturday.

C. For paid sick leaves and paid holidays, time will be counted as hours worked when computing overtime provided the holidays fall on a regular workday.

D. For payroll purposes, any employee who is entitled to be paid for overtime work earned between Sunday midnight to the beginning of his/her regularly scheduled Monday shift will have it included with the previous week's pay.

ARTICLE XI
EQUALIZATION OF OVERTIME WORK

Overtime work will be equalized if the employee is qualified to the fullest extent possible within the employee's classifications and building. Regular employees who desire overtime work shall be given the first opportunity to do so before probationary employees. Any employee who refuses overtime work shall be charged with the number of overtime hours he would have worked in each instance. The overtime list will be posted.

ARTICLE XII
CALL IN TIME

Any employee called to work, outside his/her regular scheduled working hours, shall receive a minimum of two (2) hours overtime pay. Overtime will be calculated per Article X, paragraphs D, E and F. Such time shall commence at the time of call and the employee shall report within a reasonable time after receiving the call.

ARTICLE XIII
REPORTING TIME

Any employee reporting for work, who is sent home through no fault of his/her own, shall be paid for four (4) hours work, provided it is scheduled work.

ARTICLE XIV
VACATION

A. For each month from the employee's date of hire to the next June 30, the employee shall receive vacation time as follows: (The employee's date of hire to June 30 will be considered the first year of employment.)

Employed in	Vacation Earned
July	40 hours
August	40 hours
September	32 hours
October	32 hours
November	32 hours
December	24 hours
January	24 hours
February	24 hours
March	16 hours
April	16 hours
May	8 hours
June	8 hours

B. Vacation accrues from July 1 to June 30. After an employee completes initial employment year (date of hire to next July 1) he/she shall receive vacations as follows:

Beginning 2nd Year	40 Hours
Beginning 3rd through 5th Year	80 Hours
Beginning 6th through 13th Year	120 Hours
Beginning 14th & Future Years	160 Hours

C. The vacation hours in Paragraphs A and B are based on an eight (8) hour workday. If an employee is scheduled to work less than eight (8) hours, vacation time will accrue on a pro-rated basis.

D. Paid holidays falling within a paid vacation will not be charged against the earned vacation time.

E. Employees shall request to use their vacation time at least five (5) business days in advance of the date(s) requested. Changes in the vacation may occur by mutual agreement of the parties. Senior employees shall have first choice and vacations are subject to the approval of the employer. The Board shall have the right to waive the five (5) day advance notice in unusual circumstances.

F. Any employee who leaves the department shall be entitled to take his pro-rated accumulated vacation pay at the rate of pay received by said employee at the time of his leaving, provided he has worked at least one (1) year.

G. In accumulating vacation leaves, sick leaves taken during the period in which vacation is earned, not exceeding the accumulated sick leave of the employee, shall be counted as time worked. Absence due to duty-connected disability shall also be counted as time worked, but shall not exceed two (2) years in duration.

H. Vacations may only be taken in minimums of two (2) hours per day and maximums of four (4) weeks. Vacations may be accumulated for a period of up to four (4) weeks.

I. No more than thirty (30) percent of the custodial and maintenance employees will be scheduled for vacation at any one time. When there is a conflict in request, seniority shall prevail and the junior employee(s) shall submit new requests. No vacations shall be scheduled for the week immediately prior to and for the first week school is to be in session for students.

ARTICLE XV
SICK LEAVE

A. Each full-time permanent employee covered by this Agreement shall earn 12 sick days annually. Permanent part-time employees who are regularly scheduled to work four (4) hours or more on a daily basis shall receive pro-rata sick leave hours according to the hours they work. Earned sick hours will accumulate indefinitely. Charges against accrued sick leave will be made for time lost due to personal illness and/or disability, illness in the family, or funerals for which the employee would have received pay and during which normally he/she would have been required to work. No more than thirty (30) paid sick days per year may be used for illness in the family except for spouse and children.

B. Sick days may be used for necessary personal business approved by the Superintendent. Personal business days must be requested five (5) days in advance of the absence. Days for personal business cannot be approved just before or after vacations or holidays.

C. Employees who leave the employment of the School District, except on an approved leave of absence, shall forfeit all of the unused sick leave accumulation and such time shall not be restored if the employee should later be re-employed by the Board.

D. Employees are responsible for requesting sick leave via the district absence management system prior to the absence (when possible). If the employee does not have sick time to cover the absence, then the employee will be charged with unpaid time.

E. If an employee is absent from work for personal or family illness for more than four (4) days, doctor's note may be required by the Human Resources Department.

ARTICLE XVI
SUPPLEMENTAL WORKERS' COMPENSATION LEAVE

A. Compensation will be paid for the duration of the absence under the terms of the Workers' Compensation Act.

B. Employees will be allowed to use sick leave to offset the loss of difference between Workers' Compensation and his/her regular weekly wage. The rate of sick leave deduction or use is to be one third (1/3) for each day used. Seniority will continue to accrue while on Workers' Compensation leave.

Except in an emergency, any injury which is work related must be reported on a Workers Compensation Form on the day of the injury. Forms must be filled out regardless of the nature of injury or time lost.

ARTICLE XVII
PAID LEAVES OF ABSENCE

A. Military Leave

Any employee covered by this Agreement who enters active duty in the Army, Navy, Marine Corps or any other branch of the United States Military Service who: (1) is still qualified to perform the duties of his former position; and (2) who makes application for re-employment within ninety (90) days after his release under honorable conditions from active duty or service shall be restored to employment, and his status with respect to other employees shall be the same as if he had not entered the service herein specified. Notification of enlistment must be made in writing.

B. Bereavement Leave

Emergency leaves for up to three (3) days shall be granted to all employees in case of death of the following: Spouse, Father, Mother, Child and Step-child, Sister, Brother, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law, Grandparents and Grandchildren. Such leave shall be granted with no loss in pay to the employee and shall not be deducted from accumulated sick or vacation time. Bereavement leave can only be taken at time of death and/or memorial service.

ARTICLE XVIII
UNPAID LEAVE OF ABSENCE FOR CAUSE

An employee seeking an unpaid leave of absence for a personal illness or disability must supply a written doctor's statement excusing the employee's absence. Employees wishing to extend their leave must provide additional medical statement(s) within three (3) days after the leave closing date. Upon written application by the employee to the employer, unpaid leaves of absence shall be granted in the case of illness or other proven justifiable reasons. If a leave exceeds one (1) year, the employee will be compensated for any unused accumulated vacation leave. An employee whose leave exceeds 24 months will be able to return to the first vacancy within the employee's classification he/she held or into a lower classification. Any employee on personal illness leave shall return to his/her position held at the beginning of leave. Seniority of the employee will not accumulate during leaves of absence, except sick or disability leave, which shall accrue, after the exhaustion of all paid sick leave. Such leave will not be provided to enter other employment except as provided in other clauses of the Agreement.

ARTICLE XIX
LEAVES OF ABSENCE TO FILL UNION OR PUBLIC OFFICE

Employees elected or appointed to Union or Public Office shall not be limited in tenure by the provisions outlined in section three of this article. Seniority of the employees shall not accumulate during leaves of absence under these conditions. Leaves of Absence may be extended upon written application of employee to employer with the approval in advance of the expiration date. Deposition of all requests for leaves of absence and extensions thereof shall be in writing.

ARTICLE XX
HOLIDAYS

A. To be eligible for a paid holiday, the employee must be present and/or receive pay for eight (8) hours the last preceding work day before the holiday and the first succeeding work day after the holiday.

B. The following days shall be considered paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, December 24th, Christmas Day and December 31st. When a holiday falls on a Saturday or Sunday, the employee shall have the right to observe the holiday on the preceding Friday or the following Monday or observe the holiday on another day which is mutually agreeable to the Employer and the Union.

ARTICLE XXI
INSURANCE PROTECTION

A. Health Insurance

1. The District shall make available to all Administrative Secretaries the following health insurance plans (or equivalent):

MESSA ABC Plan 1

Deductible: $1,750/$3,400

This amount is set by the IRS and will adjust accordingly.

MESSA ABC Plan 2

Deductible: $2,000/$4,000

MESSA Choices Plan 1

In-Network Deductible: $500/$1,000

Out-of-Network Deductible: $1,000/$2,000

MESSA Choices Plan 2

In-Network Deductible: $1,000/$2,000

Out-of-Network Deductible: $2,000/$4,000

2. Employer Contributions. The Board will make contributions to the health insurance plan premiums as provided in this section:

a. MESSA ABC Plan 1 and MESSA ABC Plan 2

The District will contribute an amount equal to the annual "hard cap" limit, as prescribed in MCL 15.563, and updated January 1" of each year. If the hard cap limit exceeds the annual health care premium, the District will contribute the difference into a Health Savings Account (HSA) for each eligible employee. All hard cap amounts apply per employee depending upon the coverage selected and not an aggregate of the hard cap amounts for all bargaining unit employees.

b. MESSA CHOICES Plan 1 and MESSA CHOICES Plan 2

The District will contribute an amount equal to the annual "hard cap" limit, as prescribed in MCL 15.563, and updated January 1" of each year. All hard cap amounts apply per employee depending upon the coverage selected and not an aggregate of the hard cap amounts for all bargaining unit employees.

3. The Board will pay toward such health insurance benefit, including any contributions made by the Board to a health savings account for employees, no more than the annual payment limits permitted for such coverage category (single, two-person, and family) as may be adjusted by the State Treasurer pursuant to Section 3 of the Publicly Funded Health Insurance Contribution Act, MCL, 15.563, as set forth in Section 2, or the

premium amount for the selected coverage, whichever is less.

4. Employees will pay premium contributions, if any, through payroll deductions, which will be taken in equal installments. Employees will be required to comply with applicable insurance policies and regulations.

5. During the term of this Agreement, the parties may, at any time, mutually agree to change the health insurance plans offered to bargaining unit members.

B. Dental, Vision, Life, LTD Insurance

The Board may bid the specifications for Dental, LTD, Vision and Life Insurance. The specifications will be at least equal to those of the 2012-2013 school year. The Board will pay the premium for the following fringe benefit plans:

1. Dental: 80/80/80: (Class I, II, III) $1000 annual maximum, 80% (Class IV) Lifetime max $1300

2. Life Insurance: Employees who select Health Insurance:

$45,000 AD&D
$5,000 through MESSA

Employees who do not select Health Insurance:
$50,000 AD&D

3. Vision:

Examination	$85
Contacts	$115
Eyeglass frames	$130
Eyeglass lenses:	
Single vision	$100
Bifocal	$130
Trifocal	$160
Lenticular	$175
Eyeglass lens enhancements:	
Rimless	$30
Progressive	$160
Tinted	$125
Polarized	$105
Polycarb	$75/$45
Antiglare not covered	

4. Long-Term Disability: 70% $4,500 maximum

90 Calendar Days Modified Elimination Fill

Freeze on Off-Sets

Alcoholism/Drug Addiction (same as other illness)

Mental/Nervous (same as other illness)

COLA - 5%

10% Minimum Benefit

C. Cash Option

Employees who do not elect to receive Health Insurance, as described in Paragraph A above, shall receive a cash option in lieu of health benefits.

1. The Cash Option shall be $225 per month ($2,700 per year). The Board shall maintain a qualified document which complies with Section 125 of the Internal Revenue Code (the "Plan"). The amount of the Cash Payment received may be applied by the bargaining unit member to a Tax-Deferred Annuity.

2. The Cash Payment amount shall be paid monthly into the Board approved carrier of the member's choice. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

3. The Board and the Employee shall be responsible for paying their respective FICA taxes on the Cash Payment amount applied to the Tax-Deferred Annuity.

D. The Board guarantees the Association that there will be no lapse of benefits or coverage.

E. In the event of the death of a custodial/maintenance worker covered for the above medical benefits, the dependents who were covered on the date of death may continue such coverage on a direct payment basis with the Clio Schools. Coverage for the surviving spouse and/or sponsored dependents may be continued until the first day of the calendar month in which she/he becomes age 65. On that date, the covered individual will be covered under the Group Limited Medicare Supplement Plan. Coverage for surviving dependent children may be continued as long as they qualify as eligible dependents. Coverage continued under this provision will terminate upon cessation of contributions for the cost of the coverage, when a dependent child and/or Sponsored Dependent no longer qualifies as an eligible dependent.

F. Custodial/maintenance workers on unpaid leaves of absences may pay directly to the Board the amount of insurance premium required, based on the type of leave, for the above programs, subject to the approval of the insurance carrier. A custodial/maintenance worker who is laid off will be eligible to pay hospital and dental premiums for one year.

G. Custodial/maintenance workers shall have twelve (12) months' insurance coverage, except that:

1. Custodial/maintenance workers who terminate their employment for any reason during the school year shall have coverage only through the end of the month in which they terminate.

2. Custodial/maintenance workers who begin after the school year starts and complete the school year shall have coverage through August following the last scheduled work day.

3. Custodial/maintenance workers who are laid off at the end of the school year shall have coverage through August following the last scheduled work day.

4. Custodial/maintenance workers who are disabled and are granted a leave of absence shall have three (3) month's coverage beyond the exhaustion of their paid sick days.

5. Custodial/maintenance workers who are laid off during the school year shall have three (3) month's coverage beyond the month in which their layoff became effective.

6. A custodial/maintenance worker who completes the school year, but resigns effective the last scheduled work day, shall have insurance premiums paid by the District for that July and August.

The above is subject to the terms of the carrier.

Employees must be regularly scheduled to work at least six (6) hours per day and full coverage shall be provided on the basis of employees who are regularly scheduled to work eight (8) hours per day with other employees paid on a pro-rata basis for hours worked. An employee who leaves the employment of the Board or who goes on an approved unpaid leave of absence shall forfeit this insurance benefit as of the last day of the last full calendar month of employment. An employee on an approved leave of absence must make arrangements with the Assistant Superintendent of Business to pay insurance premiums providing that the insurance carriers approve.

Employees off due to accident or illness shall have the insurance premium paid by the employer for three (3) months or until the employee becomes eligible for Long Term Disability, whichever comes first.

ARTICLE XXII
BULLETIN BOARDS

Bulletin boards will be provided for the use of the employees. Bulletin boards will be used for the posting of notices of bona fide employee activities only, and in no case shall advertising, political, obscene or scurrilous printed or written matter be placed on any bulletin board.

ARTICLE XXIII
FMLA

A. FMLA

1. An employee may request a leave under the Family Medical Leave Act. Details for taking this leave will be printed in each building staff handbook and posted in each building lounge. Details may also be obtained from the business office or at the government website, https://www.dol.gov/agencies/whd/fmla

FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

a. FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons.

b. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees.

c. Unpaid leave must be granted for any of the following reasons:

   i. To care for the employee's child after birth, or placement for adoption or foster care; To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or

   ii. For a serious health condition that makes the employee unable to perform the employee's job.

For additional information, contact the Business Office or the U.S. Government, Department of Labor, Wage and Hour Division.

ARTICLE XXIV
PAYROLL DEDUCTIONS

It shall be the policy of the employer to honor those deductions already approved as continuing deductions from the payroll to be paid to a third party.

ARTICLE XXV
JURY DUTY

A leave of absence may be granted to an employee called for jury service. The Board shall pay an amount equal to the difference between the employee's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the employee reports for or performs such duty on which he otherwise would have been scheduled to work providing the employee submits proof of such jury duty from the court. An employee who serves less than four (4) hours on a single day must report to work after jury duty. An employee serving more than four (4) hours in a single day does not have to report to work that day. The make-up pay portion shall be for a limit of sixty (60) days in any one calendar year.

ARTICLE XXVI
INCLEMENT WEATHER DAYS

Upon the designation by the Superintendent, if school is closed because of inclement weather; all Custodial/Maintenance employees are required to make a sincere effort to report to work. If it is impossible for the employee to report to work then he/she may use personal business, vacation, or unpaid hours.

ARTICLE XXVII
EFFECT OF LEGISLATION

If any law now existing or hereafter enacted, or any proclamation, regulation, or edict of any state or National Agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party hereto upon notice to the other party may reopen for negotiations of the invalidated portion.

ARTICLE XXVIII
MISCELLANEOUS PROVISIONS

A. This Agreement shall supersede any rules, regulations, or practices with which it conflicts.

B. The Board will pay the appropriate hourly rate in accordance with Article XXX for the hours worked by any employee at a special activity which requires the attendance of custodial personnel, outside of the employee's regular scheduled working hours.

C. The Union shall have access to buildings for union business with prior approval of the Employer at no cost to the Union.

D. All discipline for cause imposed upon employees covered by this Agreement shall be corrective in nature; i.e., verbal warning, written warning, written reprimand, suspension without pay, and discharge. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated such action.

E. The parties agree to meet at least monthly to discuss matters of mutual concern. Union representatives shall not receive pay for attending such meetings. The parties may elect to cancel a meeting if neither have any items for discussion.

ARTICLE XXIX
PAY SCALE

	2026-2027
Classification II	**$20.67**
Classification III	**$23.15**
Classification IV	**$23.15**

A. Employees will receive the same percentage increase as negotiated by the CEA teach contract for the FY28 and FY29 contract years.

B. The Board will contribute the retirement for each employee. This contribution does not include the employee's MIP contribution.

C. Seniority days are to apply to the above as of hiring dates, except that promotions will be effective the first day of assignment to the new job.

D. Longevity

11 – 15 years	$425.00
16 – 20 years	$475.00
21 – 25 years	$525.00
26 years	$575.00

E. Unused sick days will be paid upon retirement at $20.00 per day.

ARTICLE XXX
TERM OF AGREEMENT AND REOPENER

This Agreement shall take effect when it is ratified and signed and shall remain in full force and effect without change, addition, or amendment until 11:59 p.m., June 30, 2029.

a) Notice of intention to reopen this Agreement shall be given in writing by the party desiring to reopen the Agreement on or before, May 15, 2029, and negotiations shall commence as soon thereafter as shall be feasible.

b) This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duty executed by both parties and no departure from any provisions of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.

CLIO CUSTODIAL/MAINTENANCE ASSOCIATION, MEA/NEA

By Nancy Kingsbury
Nancy Kingsbury, President

CLIO AREA SCHOOLS BOARD OF EDUCATION

By
Denise Frappier, President

By Lydia Heine
Lydia Heine, Secretary