

COLLECTIVE BARGAINING AGREEMENT

Between

PLAINWELL COMMUNITY SCHOOLS

and

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO-CLC

July 1, 2012 – June 30, 2014

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between the PLAINWELL COMMUNITY SCHOOLS, Counties of Allegan, Barry and Kalamazoo, Michigan (hereinafter called the "Employer") and Local 517M of the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO-CLC (hereinafter called the "Union");

WITNESSETH:

ARTICLE 1

PURPOSE AND RECOGNITION

- 1.1 Purpose. The general purpose of the Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.
- 1.2 Recognition. The Employer pursuant to the certification of the Michigan Employment Relations Commission, dated June 16, 1978, recognizes the Union as the exclusive representative of all the employees in the bargaining unit in respect to rates of pay, wages, hours of employment, or other conditions of employment.
- 1.3 Employee Defined. The word "Employee" as used herein shall mean all custodial and maintenance employees, and bus mechanics, but excluding supervisors, substitutes, and all other employees.
- 1.4 Limitations. The purposes of which recognition is granted and the definition of the bargaining unit shall in all particulars conform to the certification of the Michigan Employment Relations Commission and the provisions of applicable law.

ARTICLE 2

MANAGEMENT RIGHTS

Except as otherwise expressly provided in this Agreement, the Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan and of the United States, and all rights and powers to manage and conduct the activities of the Employer and to utilize and direct its employees which the Employer had prior to the certification of the Union.

ARTICLE 3

UNION RIGHTS AND RESPONSIBILITIES

AND UNION SECURITY

3.1 Union Rights. The Union shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

3.11 Meeting Facilities. The use of school facilities at reasonable hours for meetings, provided that such use shall be without cost to the Employer and shall not interfere with the primary educational use of the facilities. The Union agrees to abide by the rules and regulations established by the Employer for the use of school facilities.

3.12 Employee Communications. The Union shall have the right to communicate with bargaining unit members through the use of designated bulletin boards, or sections thereof, or the reasonable use of the Employer's mail service. All materials shall bear the name of the Union and the name of the person authorizing the posting or the distribution thereof. No Union materials of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin boards and no displayed materials shall be derogatory to the Employer or to any employee. The Union shall save and hold the Employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials.

3.2 Union Responsibilities. The Union shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:

3.21 Union Representatives. The Union shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

3.22 Concerted Activities. The Union agrees that it will cooperate with the Employer in good faith in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with. The Union agrees that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. The provisions of this Section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.

3.23 Union Activities. Except by the express agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Union activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives of the Union from

having such reasonable contact with members of the Union as shall be necessary to ascertain that the terms of this Agreement are being observed.

3.3 Union Security

3.31 Union Membership. Each employee shall have the right to freely join or refrain from joining the Union and shall not be discriminated against by reason of his joining or refusing to join the Union or by reason of the institution of any grievance, complaint or proceeding under this Agreement against either party or another employee.

3.32 Financial Responsibility. Membership in the Union is separate and distinct from the assumption by an employee of his equal obligation to compensate the Union for the benefits he receives from representation. The Union is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Union. The terms of this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Union. Accordingly, it is agreed that it is fair that each employee in the bargaining unit pay equally for benefits received and that each assume his fair share of the cost of representation.

3.33 Agency Service Fee. Each employee who is not a member of the Union in good standing or does not make application for membership within ten (10) days after completion of the probationary period shall, as a condition of employment, pay an agency service fee. The service fee shall be determined by the Union and shall be equivalent to the regular monthly Union membership dues uniformly required of employees of the Employer who are members. If during the term of this Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful.

3.34 Employee Authorization. Each employee may pay Union dues or the agency service fee directly to the Union or to its authorized representative or authorize the deduction of Union dues or the agency service fee. Dues collections shall not take place during work hours. Employees who authorize the deduction of Union dues or the agency service fee shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues or fees. It shall be the responsibility of the Union to notify the Employer of an employee who is delinquent.

Employee authorizations for the deduction of union dues or for the payment of agency service fees shall identify the employee, the amount of each deduction, the period for which deductions are to be made, and shall be signed by such employee.

3.35 Employer Responsibility. The Employer shall deduct the authorized amount due from each employee's pay and transmit the total deductions to the

financial secretary of the Union within fifteen (15) days following such deduction together with a listing of each employee for whom deductions were made. The Employer shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Union agrees to refund such monies forthwith.

3.36 Application and Indemnification. The Employer shall not be required to discharge any employee under the provisions hereof during such time as litigation is pending concerning the discharge of such employee. The Union assumes full responsibility for the validity and legality of the provisions herein set forth. The Union by the execution of this Agreement expressly agrees to indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions herein set forth or by reason of claims or demands made by the Union that an employee be discharged because of the provisions herein set forth.

3.37 SEIU COPE: The District agrees to deduct and transmit contributions to SEIU COPE once monthly from the wages of those employees who voluntarily authorize annually such contributions on the forms provided for that purpose by SEIU Local 517M. Those transmittals shall occur and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted from each such employee.

ARTICLE 4

EMPLOYEE CONDUCT AND DISCIPLINE

4.1 Employee Conduct. Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that they include the following:

A. The performance of all duties with reasonable diligence and in a workmanlike manner.

B. The prompt notification of the Employer of any physical or mental condition of the employee which may temporarily or permanently impair the ability of the employee to adequately discharge his responsibilities.

C. The prompt notification of the Employer of any defective condition in the physical facilities of the District which may cause injury or damage or which may be required in order to provide proper maintenance.

D. The prompt notification of the Employer of any misuse, abuse or illegal use of any of the physical facilities of the District for which the employee has responsibility.

E. The avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence,

and the prompt reporting of any such tardiness or absence to the Employer. In this connection, it is understood that the Employer has the right to expect and require regular attendance on the job. An employee's attendance record may be considered in determining qualifications for promotion or transfer, or continuation of employment when absences are excessive as determined by the Employer.

F. The avoidance of outside employment or other competing activities which may reasonably impair the ability of any such employee to adequately discharge his duties.

G. The avoidance of any activity which:

(1) Is contrary to the best interest of the Employer and its responsibility to the public for the education, safety and well-being of students and other persons who may use its facilities and the proper preservation of public property, or

(2) Is contrary to honesty or good morals.

H. The compliance with all applicable laws, regulations, policies and directives which are not contrary to law or this Agreement, including rules and regulations which may be from time to time adopted by the Employer, which rules shall be conclusively deemed to be reasonable if no objection thereto has been filed in writing by the Union within ten (10) days after posting.

4.2 Disciplinary Action. Any employee who shall fail to maintain proper standards of conduct or to discharge his responsibilities shall be subject to such disciplinary action as the Employer shall determine, including but not confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion, or discharge. Discipline (except as the seriousness of an offense in the opinion of the Employer shall otherwise require) shall be progressively applied. An employee shall have the right to defend himself in any disciplinary proceedings. The Union shall be notified in writing of any dismissal or suspension. All dismissals or suspensions shall be without pay.

4.3 Disciplinary Records. The Employer shall not release a disciplinary report, letter of reprimand, or other disciplinary action to a third party except for the reasons set forth in Section 6 of the Bullard-Plawecki Employee Right to Know Act. Any disciplinary report more than four (4) years old shall be deleted prior to any such release.

ARTICLE 5

SENIORITY

5.1 Probationary Period. A new employee shall be in a probationary period for the first sixty (60) work days. There shall be no seniority for probationary employees, and such employees, including laid-off, suspended, or discharged probationary employees, shall have no recourse to the terms of this Agreement.

5.2 Seniority Defined. Seniority shall be measured from the date that an employee first performed services for the Employer. If two (2) or more employees have the same service date, the employee having the lowest Social Security Number shall be deemed to be most senior. For the purpose of this section "service date" shall mean the date when the employee first provided services for the Employer after the last interruption of service, if the employee has been employed more than once by the Employer. A break in service of not more than eighteen (18) calendar months or an authorized leave of absence shall not be an interruption of service, but seniority shall not accrue during any such period or leave of absence that is unpaid or not covered by FMLA.

5.3 Seniority List. The Employer shall prepare and maintain separate seniority lists by classification, copies of which shall be furnished to the Union upon request. The names of all employees in the respective classifications at the time of the preparation of the seniority lists shall be listed in order of their service dates starting with the employee with the greatest amount of seniority at the top of the list.

5.4 Loss of Seniority. Seniority shall be lost if the employee:

- A. Voluntarily quits;
- B. Is involuntarily terminated and the termination is not reversed through the procedure set forth in this Agreement;
- C. Retires;
- D. Takes an unauthorized leave of absence, or fails to return from an authorized leave of absence on the agreed upon date, unless the Employer and the employee shall otherwise expressly agree in writing; or
- E. Otherwise terminates his employment relationship with the Employer.

ARTICLE 6

DUTIES, WORK SCHEDULING AND PROCEDURES

6.1 General Duties. The general duties of each employee shall include those activities within the employee's work classification which may be from time to time assigned by the Employer.

6.2 Work Week. The regularly scheduled work week shall consist of forty (40) hours.

6.3 Work Day. The normal work day for employees shall consist of eight (8) duty hours, which may be interrupted by a lunch period. The lunch period shall be unpaid and in addition to the eight (8) duty hours. In addition, each employee may take a fifteen (15) minute rest period during each half of the work day, provided that the rest period shall not interfere with the normal operations of the Employer.

6.4 Shift Schedule. The first shift is any shift that regularly starts on or after 4:00 a.m. but before noon; the second shift is any shift that regularly starts on or after noon but before 8:00 p.m.; and the third shift is any shift that regularly starts on or after 8:00 p.m.

6.5 Work Scheduling. The beginning and end of the workweek and workday shall be as scheduled. From time to time the Employer may need to adjust a work schedule to cover absences or emergency fill-in situations using existing staff. The employer making a permanent change in an employees schedule shall provide reasonable notice with a minimum of at least a five (5) work day's notice of any permanent change in the employees work schedule.

6.6 Vacancies, Promotions and Transfers. The Employer shall have the right to transfer or promote employees in accordance with the following procedures, namely:

6.61 Notice. Notices of all vacancies and newly created positions within the bargaining unit shall be posted in each building for five (5) work days with one (1) copy forwarded to the bargaining unit president. Electronic copies will be sent to all employees. Such notice of vacancies shall be posted as soon as possible but not later than ten (10) days from the date the vacancy occurs. The ten (10) day period may be extended by mutual agreement between the District and the Union.

6.62 Bidding. Any employee in the bargaining unit may bid for a job opening by notifying the Employer in writing within the posting period.

6.63 Selection. Any posted position shall be filled within a reasonable time not to exceed ten (10) calendar days from and after the termination of the posting period by the most senior employee who has bid for the position and who possesses the minimum qualifications for such position as determined by the Employer, provided, however, that the senior employee in the classification in which the vacancy exists who has the requisite skills and qualifications shall be

given preference. An employee to be eligible must have performed satisfactorily in his present classification or position and must be qualified to perform the duties of the new classification or position. If the job opening is not filled by bidding, the Employer shall have the right to employ a new hire.

6.64 Trial Period. The successful applicant shall be granted a trial period of ten (10) work days, provided that the Employer may terminate the trial period early after consultation with the Union if the employee demonstrates a clear lack of ability to learn the job or where safety and health are involved. The employee may return to their previous position without loss of seniority at any time during the ten (10) day trial period upon notice to the Employer. In the event the employee returns to their previous position, the Board will fill the vacancy from the previous bidders, per Section 6.63. The successful applicant's position will not be posted until the completion of the trial period. The provisions of this Section shall only apply when the employee is moving to a higher classification.

6.65 Compensation. The employee shall be entitled to receive during the trial period the rate of pay designated for the new classification or position, provided that if such rate of pay for the new classification or position is greater than the rate of pay for the former classification or position, payment for the difference in pay shall be suspended until the employee shall have satisfactorily completed the trial period. Upon such completion, he shall be entitled to receive the suspended portion of his compensation.

6.66 Other Transfers. Nothing herein shall limit the right of the Employer to temporarily transfer or promote an employee for a period not to exceed thirty (30) days, or to transfer or promote the least senior qualified employee who has not applied for such transfer or promotion if, in the opinion of the Employer, there shall be no applicant who possesses the minimum qualifications for the position. An employee who has been temporarily transferred or promoted shall be paid at the applicable rate set forth in Section 4 of Schedule "A", provided that such rate is higher than his former rate.

6.67 Bidding Limitations. The Employer shall not be required to transfer an employee more than once during a six (6) month period. However, the employee may bid during the six month period if the posted position is on a different work shift or if the opening is in a higher paid classification.

6.68 Temporary Assignment Bidding. In the event that a bargaining unit member is going to be temporarily absent for more than ten (10) days for reasons other than vacation, and the employer intends to replace the absent employee, the temporary vacancy will be offered to bargaining unit members by seniority. The Employer shall post only one (1) vacancy for each temporary absence. The provisions of this Section shall apply only if the temporary vacancy is a higher paid position or a different work shift.

6.7 Jobs and Classifications. The Employer may modify or eliminate existing classifications or positions, and establish new or revised job descriptions,

specifications, classifications, and rates of pay as may be appropriate, provided that the action shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an employee within the same classification or position at more than one location within the District shall not constitute the modification or establishment of a new or revised job classification or position. The Employer shall meet with the Union within thirty (30) calendar days after the establishment of any new or changed job for the purpose of negotiating the rate and classification. The pay rate when established shall be retroactive.

6.8 Evaluation. The Board has delegated to the administrative staff the responsibility for evaluating the performance of employees on a continuing basis. The primary purpose of performance evaluation is to identify specific ways an employee may increase effectiveness in their job and as a member of the school community. The goal of performance evaluation is to strengthen and promote the effectiveness of the total educational program of the District. It is not the intent of Plainwell Schools to use this performance evaluation as a means of discipline. To achieve the purposes and attain the goals of performance evaluation, particularly with respect to the custodian and maintenance, it is agreed that the evaluation of employees in the discharge of their assignments shall conform to the following guidelines, namely:

6.81 General Procedures

- A. All monitoring or observation of the performance of the employee shall be conducted openly and with the full knowledge of the employee. Monitoring and observation occurs throughout the calendar year on a continual basis.
- B. If an employee has been assigned involuntarily to assignments outside the scope of such employee's certificate or job description, such fact shall be affirmatively shown on any formal evaluation.
- C. In order for each employee to understand the basis on which his/her professional performance will be evaluated, a copy of the evaluation form (Schedule D) to be used shall be furnished to the employee. At any time during the calendar year the employer or employee may request a conference related to job performance.
- D. All employees shall be evaluated once annually. Evaluations will be based upon job performance between the previous evaluation and current evaluation. The evaluator shall then prepare a written evaluation following the observation(s) on the basis of which the employee's performance will be evaluated. Upon completion of the written evaluation, the evaluator and the employee shall confer for the purpose of reviewing the results of the written evaluation. Upon completion of the conference, the employee shall sign the completed evaluation form. The employee shall be given a copy of the completed evaluation.

- E. Following the post-evaluation conference, an employee may file a written statement conferring the evaluation and/or conference. If an employee does not agree with the evaluation and so indicated by checking the “disagree” box on the evaluation form, a written statement setting forth the grounds of such disagreement shall be filed. Such statements shall be filed within ten (10) working days following the post-evaluation conference. A copy of the evaluation and any written statement by the employee pertaining to the evaluation or conference, or both, shall be filed in the employee’s personnel file.

6.82 Probationary Employees. The effectiveness of each probationary employee shall be formally evaluated by direct observation at least twice during the probationary period.

6.9 Productivity and Contracting. The parties recognize the Employer’s obligation to the public to maintain and preserve at a reasonable cost the physical facilities of the District. Accordingly, nothing in this Agreement shall limit the right of the Employer to use such equipment, techniques and procedures or to contract or subcontract work as the Employer shall not exercise such right for the purpose of undermining the Union or discriminating against any of its members.

6.10 Jurisdiction. In addition to the rights of the Employer set forth in other provisions of this Agreement, the Employer shall have the right to employ or otherwise engage the services of persons not covered by this Agreement for the purpose of instructional training, job evaluation and experimentation, emergencies, or seasonal help.

6.11 Non-Bargaining Unit Employees: The District shall have the right to call in non-bargaining unit substitute employees to fill in for members of the bargaining unit who are absent from work. In addition, the parties recognize that special situations/events may arise from time to time during the school year, such as choir concerts, special sports events, and the like which make it difficult for the bargaining unit employees to complete their job duties because of the time demands of the extra duties required by the special event. The District shall have the right to utilize non-bargaining unit employees to supplement the regular work force to handle the demands of such special situations/events even when no bargaining unit member is absent.

ARTICLE 7

LAYOFF AND RECALL

7.1 Determination. If the Employer determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees.

7.2 Layoff Procedure. The least senior employee, beginning with probationary employees, shall be the first laid off, provided, however, that the Employer shall determine that there are qualified employees remaining to meet the requirements of the Employer. Compensation and fringe benefits shall be suspended during any layoff period.

7.3 Employee Realignment. If a school building in which two (2) or more employees are employed is closed causing a reduction in the total number of employees required by the Employer, the provisions of 7.2 shall first apply, provided that the realignment of the remaining employees shall be effectuated in accordance with the following guidelines, namely:

In reducing the number of employees in classifications other than the custodian classification, the employee with the least seniority, beginning with the highest classification, will be permitted to bump into any lower classification in which he has more seniority than the least senior employee in such classification, provided, however, that if the employee affected elects to bump into the custodian classification directly, he may bump any employee with less seniority in such classification. Employees in the custodial classification who are displaced from their position as a result of bumping may then bump any employee in the custodial classification with less seniority. It is understood and agreed that any employee reassignment(s) caused by such bumping procedure shall be made by the Employer as required.

7.4 Recall Procedure. Employees shall be recalled in the reverse order in which laid off, provided, however, that the Employer shall not be required to recall an employee in such order if the Employer determines that such employee does not possess the minimum qualifications necessary to perform the duties of the job to which the employee will be assigned. If any employee shall fail to report for work at the time specified at the time of recall, unless an extension is granted in writing by the Employer or the notice to report to work as given to the employee less than forty-eight hours in advance, the employee shall be considered as a voluntary quit and shall thereby automatically terminate this employment relationship with the Employer. The obligation of the Employer to recall a laid-off employee shall terminate fifteen (15) months following layoff.

7.5 Change of Address. It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The Employee's address and telephone number as they appear on the Employer's records shall be conclusive.

7.6 Laid-Off Employees. A laid-off employee will be afforded the opportunity to accept employment as a substitute employee before the opportunity is offered to a non-bargaining unit member, provided that a laid-off employee who accepts such employment shall be paid at his hourly rate in effect as of the effective date of lay off. Also, no new employee shall be hired as a regular employee while a qualified employee is on lay-off status. The employer will not be required to contact laid-off employees after the employee turns down work three (3) times between January 1 and June 30 or between July 1 and December 31. If an employee does turn down work three (3) times during one

of these six month periods, they shall be removed from the list for the duration of that six month period and shall be reinstated at the beginning of the next six month period.

ARTICLE 8

AUTHORIZED ABSENCE

Since the absence of an employee generally has an adverse impact on the quality of the Employer's educational program, imposes increased responsibilities on other employees, and increases cost, it is the responsibility of each employee to avoid unnecessary tardiness or absence. The provisions herein set forth are not intended to reduce the responsibilities of an employee or to provide a form of additional compensation. Rather, the provisions are intended to meet the legitimate, humanitarian and personal needs of an employee in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

8.1 **Sick Leave.** Each full-time employee shall be credited with one (1) day of sick leave for each month of employment. Sick leave shall be administered in accordance with the following guidelines, namely:

8.11 **Use.** Sick leave may be used for:

A. Any physical or mental condition which disables an employee from rendering services, but excluding any condition compensable by worker's compensation, or resulting from other employment. Sick leave may be used for a disability resulting from pregnancy to the extent expressly required by law.

B. Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities of the school district.

C. Physical examinations, medical, dental, or other health treatments which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.

D. Illness in the employee's immediate family except that such leave shall not normally exceed five (5) days per illness. The Superintendent, or his designee, in his discretion and for good cause shown, may grant the use of additional days for such purpose.

The term "immediate family" shall mean the employee's spouse; the grandparents, parents, siblings and children of the employee and the

employee's spouse, and any other person who is a regular member of the employee's household.

8.12 Used Days. Sick leave shall be allocated in hourly increments and charged against work days only, and shall cease to accumulate and shall not be used by an employee during such period as the employee is on an authorized or unauthorized leave of absence, or is not otherwise regularly providing services to the Employer.

8.13 Unused Days. Unused sick leave may accumulate to a maximum of 200 days. If employment is terminated, any accumulated sick leave shall be cancelled and the employee shall not be compensated either in terminal pay or otherwise. Upon retirement through the MPSERS retirement system, the employee will be paid for unused sick days at the rate of \$25 for all days up to a maximum of two hundred (200) days, provided that the employee has at least fifty (50) sick days accumulated upon retirement. The employee must have at least ten (10) years of service to the Plainwell Community Schools.

8.14 Notice Procedure. It is the employee's responsibility to notify the Employer as soon as practicable if the employee is unable to work by reason of illness or other disability, as set forth in 8.11 above. Such notice shall be given at least sixty (60) minutes prior to the beginning of the employee's shift. Except for good cause shown, an employee may be denied sick leave benefits if timely notice is not given.

The Employer agrees to notify each employee of the name and telephone number of the person to whom such notice shall be given.

8.15 Unpaid Sick Leave. Upon written verification from a medical doctor, any employee whose personal illness/injury extends beyond the accumulated sick leave days shall be granted a leave of absence without pay for up to six (6) months, which may be extended at the discretion of the Employer for an additional six (6) months.. During this unpaid leave, the employee must provide the employer with documentation from the doctor acknowledging the inability to return to their position at full capacity.

All efforts to use the procedures set forth in the Family Medical Leave provisions must be used prior to the unpaid leave being granted.

At no time will the employer be required to grant individual days as [dock days]. Employee may only qualify for this unpaid leave for extended periods of time beyond what is called for in the FMLA.

During this unpaid sick leave, fringe benefits will not be paid and sick leave and vacation time shall not accumulate. Seniority shall accumulate only during the period of unpaid sick leave, if any, that is counted as FMLA leave.

8.16 Family Medical Leave Act (FMLA). During absences covered by the FMLA, employees must use their accumulated paid sick leave prior to the use of unpaid leave.

8.2 Personal Business Leave.

8.21 Use. Personal business leave shall be used only for business or personal obligations which cannot reasonably be scheduled at a time which does not conflict with performance of any employee's duties. It shall not be used for other employment, or for social, recreational, vacation or other similar purposes. During absences covered by the FMLA or any other unpaid leave, employees who have exhausted their paid sick leave must use available personal business leave days and vacation days in excess of five (5) vacation days prior to the use of unpaid leave.

8.22 Amount of Days. On July 1 of each new contract year, an eligible employee shall be credited with two (2) days of personal business leave, which days shall not accumulate; however, unused personal business leave days shall be added to the employee's accumulated sick leave. It is understood and agreed that Personal Business Leave days are earned at the rate of one (1) day for each six (6) months of employment.

8.23 Limitations. The Employer shall not be required to grant a leave to any otherwise eligible employee if:

A. The employee has given less than three (3) work days' prior notice, except that a shorter notice may be permitted if the emergency could not have reasonably been foreseen and the longer notice given.

B. The employee has not given his supervisor timely notice of his absence, unless such absence could not reasonably have been foreseen and reasonable preparation could not have been made for the discharge of such responsibilities.

8.24 Employer Response. The Employer shall respond to the requesting employee within two (2) days of receipt of the request. The employer will implement an email notification procedure, and a phone call from the employee is required for confirmation if email or other notification has not been received.

8.25 Personal Leave Bank - Donation. An employee has the option of transferring no more than one (1) day per year of his personal leave to a designated fellow employee who has exhausted his sick leave due to a period of prolonged illness or disability. The donor involved shall send written notification to the Superintendent at the time of transfer.

8.3 Jury Leave. An employee shall be entitled to leave with pay, less any fees paid, exclusive of mileage allowances, for jury service. If the Employer determines that the absence of an employee will materially interfere with the work schedule, the Employer shall have the right to request that the employee be excused or have such service rescheduled to a time that does not conflict with the discharge of his responsibilities. If an employee is subpoenaed as an Employer witness, he shall not suffer any loss of pay for work time lost thereby.

The employee shall return to his duties whenever his attendance in court is not actually required. The employee's total time spent at jury duty added to his normal hours worked shall not exceed the normal daily shift of said employee. In addition, an employee shall not be required to work later than his normal quitting time.

8.4 Funeral Leave.

8.41 Death in Family. Subject to the conditions and the limitations set forth hereafter, an employee shall be entitled to receive three (3) days leave without loss of pay due to the death of his spouse, mother, father, current step-mother, current step-father, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, to the extent reasonably required to attend the funeral of the deceased. Such leave shall be taken on consecutive workdays unless the Employer has otherwise agreed.

8.42 Death in Extended Family. An employee shall be entitled to receive up to one (1) day of leave with pay due to the death of his current grandparent-in-law, brother-in-law, or sister-in-law to the extent reasonably required to attend the funeral of the deceased.

With the prior approval of the Employer, up to two (2) additional days, deducted from unused sick leave, may be allowed if the employee must travel 500 miles or more to attend the funeral of the deceased.

8.5 Military Leave.

8.51 Regular Duty. An employee who is drafted or volunteers for the Armed Forces of the United States of America shall be granted a leave of absence without pay and shall be entitled to such seniority and reinstatement rights as may be provided by applicable federal law.

8.52 Temporary Duty. An employee called to temporary active duty as a member of the National Guard or other reserve unit shall be granted a leave of absence without pay for the duration of such temporary active duty. Seniority shall accrue for such employee during any such temporary military leave of absence.

8.6 Meritorious Leave. The Employer on its own motion, or upon the written request of an employee, may grant a leave for reasons of general health, family emergencies,

child care, or other reasons deemed meritorious by the Employer. The Employer may require substantiating evidence for granting or renewing a leave.

8.7 Union Leave. An employee who is elected or appointed a full-time position with Local 517M shall be eligible for an unpaid leave of absence for a period of one (1) year, which leave will be extended for an additional one (1) year period upon the written request for the employee.

The union shall be granted, upon request, up to forty (40) union hours per year for the purpose of permitting designated bargaining unit members to participate in union activities. The request shall be signed by the Union president and shall be submitted to the Director of Operations at least five (5) days prior to the requested leave date. The Union agrees to reimburse the Board for the cost of any necessary non-bargaining unit substitute employed as a result of this provision. Such cost to be based on the current substitute employee rate and the retirement contribution for the employee.

8.8 Leave Administration/Verification. Each employee is responsible for verifying his eligibility for authorized leaves of absence and any benefits due. If the Employer determines that an employee knowingly withheld or misrepresented material information concerning the purpose of or the employee's eligibility for a leave or for any leave benefits, the employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the employee's leave benefits due or to be due under this Agreement.

ARTICLE 9

GRIEVANCE PROCEDURE

9.1 Objectives. It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of this Agreement which has not been resolved through the use of normal administrative procedures.

9.2 Grievance Levels.

9.21 Informal Adjustment. Prior to filing a written grievance, the Grievant shall meet with the grievant's immediate supervisor or the employee against whom such grievance is to be asserted for the purpose of attempting to adjust such alleged grievance without further proceedings.

The request for the meeting must be made within ten (10) days from the time of the event or the time the Grievant reasonably should have known of the event. A meeting scheduled for the purpose of informal adjustment of any alleged grievance may be held during the regular work day of the employee without loss of pay to such employee.

9.22 **Written Grievance.** If the grievance is not satisfactorily resolved at the informal conference, the Grievant shall have ten (10) days within which to file a written grievance with the Superintendent, which grievance shall include:

- A. An identification of the Grievant(s);
- B. The facts upon which the grievance is based;
- C. The applicable portion(s) of the Agreement allegedly violated;
- D. The specific relief requested;
- E. The date of the grievance; and
- F. The signature of the Grievant.

A reply shall be filed within ten (10) days from the receipt of the written grievance.

9.23 **Formal Conference.** If the reply is not satisfactory and a request is made by the Grievant within ten (10) days from the receipt of the reply, a formal conference shall be held within ten (10) days from the receipt of such request. The purpose of the formal conference shall be to seek a positive and constructive disposition of the grievance and to avoid the necessity for further proceedings. If the grievance is not satisfactorily resolved, the conference shall be adjourned and reconvened with a state mediator if requested by both the Employer and the Grievant. Any mutual agreement as to the disposition of the grievance shall be in writing. If the claim is not settled by agreement, the Employer shall file a reply within ten (10) days after the completion of the formal conference or of mediation, whichever shall last occur.

9.24 **Arbitration.** If the grievance is not satisfactorily resolved at the formal conference, the grievance shall be submitted to arbitration if such request is made within ten (10) days from the receipt of the conference reply. Arbitration shall be conducted in accordance with the following guidelines, namely:

- A. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association provided that the proposed arbitrator shall reside or have his place of business in the State of Michigan.
- B. The rules of evidence as applied in a non-jury civil case in Circuit Court shall be followed as far as practicable, but the arbitrator may admit and give probative effect to evidence commonly relied upon by a reasonably prudent person in the conduct of his affairs. Irrelevant, immaterial or unduly repetitious evidence may be excluded.
- C. The arbitrator shall not have the authority to vary the terms of the Agreement or to determine that any provision is unconstitutional or

contrary to any federal, or state statute or regulation, it being expressly agreed that any such determination shall be made by a court of competent jurisdiction.

D. The arbitrator shall render his written decision within thirty (30) days from the conclusion of the hearing, unless extended by mutual agreement of the parties, which decision shall separately set forth his specific findings of fact, conclusions and decision.

E. Either party shall have the right within ten (10) days from the receipt of the decision of the arbitrator to apply to a court of competent jurisdiction for a rehearing of the grievance both as to the facts and the law, provided, however that if application is not made within such time, the decision of the arbitrator shall be binding.

9.3 General Procedures.

9.31 Definitions. As used in this Article, the word:

A. "Grievant" means the party or employee filing the grievance. If a grievant is an employee, he shall have the right to personally attend each conference or hearing and/or have an authorized representative present.

B. "Party" means the Employer or the Union, or an authorized representative of either the Employer or the Union.

C. "Event" means the act or omission which the Grievant alleges violates one or more provisions of this Agreement.

D. "Day" means a calendar day except Saturday, Sunday or a scheduled holiday or vacation period occurring during the work year.

9.32 Form of Action. All grievances, replies and requests shall be in writing and shall be filed with each party.

9.33 Exclusions. The grievance procedure shall not apply to:

A. A grievance by any employee who desires to assert his legal right to present such grievance directly to the Employer and have it adjusted without intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement.

B. Any grievance concerning which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a Grievant shall have one (1) remedy only.

C. The discipline, discharge or suspension of a probationary employee.

D. Any provision of this Agreement which contains an express exclusion from this procedure.

9.34 Withdrawals and Denials. Any grievance or request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next grievance level unless withdrawn.

9.35 Place of Proceedings. All proceedings shall be held on the Employer's premises.

9.36 Costs. Any fee paid for the services of an arbitrator shall be shared equally by the parties, except as the arbitrator shall otherwise decide. Each party shall be responsible for its own costs.

9.37 Contract Termination. The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date.

ARTICLE 10

COMPENSATION AND BENEFITS

10.1 Basic Compensation. The basic compensation of each employee shall be as set forth on Schedule "A".

10.2 Overtime Compensation. An employee shall be entitled to receive overtime compensation at the rate of one and one-half (1 ½) times his regular rate of pay for hours worked in excess of forty (40) hours during a work week, except that hours worked on Sundays or scheduled holidays in excess of forty (40) hours during a work week shall be paid at the rate of two (2) times the employee's regular rate of pay. Overtime shall not be paid on overtime, unless expressly required by applicable laws or regulations. Over time work shall be as scheduled by the Employer and, except in the case of an emergency, must be authorized by the Employer in advance, provided, however, that the opportunity for overtime work shall first be offered to regular employees.

10.21 Weekend Overtime. Overtime for weekend events shall be building specific, and on a rotational basis in the building. The rotation shall be administered by the Building Chief; errors made in the rotation assignments shall not be subject to the grievance procedure, but shall be corrected at the building level. If the building is not able to cover the event within the custodial staff at the building, the overtime work will be offered to those SEIU members who have signed up on the overtime sheet. At the discretion of the Building Administrator,

Operations Director and in consultation with the Building Chief, an employee who agrees to work a weekend event will open the facility for an event (a minimum of one (1) hour). If required, the employee will be paid a stipend of \$40 for the "on call status". Once the event is completed, the employee will be paid for clean-up/lock-up responsibilities (minimum of one (1) hour).

10.22 Overtime Sign up Sheet. An overtime sign up sheet shall be created by July 15 of each year and maintained in the Operations office, and readily available to all employees. An employee may add or delete his name for consideration between January 1 and January 15 for the second half of the year.

10.3 Fringe Benefits. The Employer shall provide fringe benefits as set forth on Schedule "B".

10.4 Deductions. The Employer shall have the right to deduct from the pay of each employee such amounts as may be required by law, together with such additional sums as may be mutually agreed upon by the Employer and the employee. In addition, the Employer agrees, upon the request of an employee, to provide for direct deposit of the employee's total net paycheck to a banking institution mutually agreeable to the Employer and the employee. If the employee is paid compensation or fringe benefits in excess of that earned to the date of termination of employment, the Employer shall have the right to deduct such sums from the employee's final paycheck.

10.5 Call-in Pay. An employee who is called to return to work by his Building Chief; the Director of Maintenance/Maintenance Technician; Building Principal/Assistant; or Central Office Administrators before the employee's next work shift and such call is after the employee has left the Employer's premises at the end of his last shift shall be paid for actual time worked at one and one-half (1 ½) times his regular hourly rate or a minimum of one and on-half (1 ½) hours at his regular hourly rate, whichever is greater, except that in the case of call-in work performed on Sundays or schedule holidays an employee shall be paid for actual time worked at two (2) times his regular hourly rate or a minimum of two (2) hours at his regular hourly rate, whichever is greater. Provisions of this section do not apply in instances where an employee is called in to work prior to the start of his regularly scheduled shift and continues to work through such shift.

10.6 Tools. All tools required by the Employer in carrying out all employee duties, except those related to duties of bus mechanics, shall be supplied by the Employer. Also, the Employer will provide each bus mechanic with standard safety frames with prescription safety lenses in these frames upon initial employment and one (1) replacement pair annually if required due to change in prescription or damaged lenses. Each eligible employee will be required to use such safety glasses.

10.7 Travel Advance. If the Employer requires an employee to attend a conference, training seminar, or the like at an out-of-district site, it agrees to pre-pay the registration fee, fixed charges, lodging expenses and the like which may be determined in advance, if

required. Other out-of-pocket expenses will be reimbursed in accordance with the reimbursement procedures established by the Employer.

10.8 **Uniforms.** All employees are required to wear uniform shirts as purchased by the District. The District reserves the right to purchase other items based upon a person's position.

ARTICLE 11

GENERAL PROVISIONS

11.1 **Contract Representatives.** Each party shall designate in writing the name of its authorized representative to administer the contract.

11.2 **Notices.** Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:

- A. **Employer:** Superintendent of Schools
 Plainwell Community Schools
 600 School Drive
 Plainwell, Michigan 49080-1595

- B. **Union:** At the address supplied by the Union to the Employer.

- C. **Employee:** As set forth in the records of the Employer.

11.3 **Successor Agreement.** The negotiation of a new Agreement shall begin upon written request of either party. Such request shall be made not earlier than sixty (60) days prior to the expiration of this Agreement. Negotiations for a successor Agreement shall normally be scheduled outside of the regular work day. However, if the parties agree to schedule negotiations during the regular work day, no employee shall suffer a loss of pay.

11.4 **Scope, Waiver and Alteration of Agreement.** It is expressly agreed that neither the bargaining unit nor any provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both of the contracting parties provided that nothing herein shall prohibit the Employer from adopting policies, initiating programs or entering other agreements which are not contrary to the express terms of this Agreement and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.

11.5 Interpretation. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, either party may request that the parties meet for the purpose of renegotiating any such invalidated provision.

11.51 Captions. Captions are included only for convenience of reference and shall not modify in any way of the provisions contained herein.

11.52 Right to Modify. The rights of either party or of an employee to benefits shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement during negotiations for a successor Agreement, or as otherwise provided herein, and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.

11.53 Masculine Includes Feminine. Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

11.54 Schedule Modification. The Employer may alter the work schedule to the extent the Employer determines necessary to comply with applicable local, state or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Employer.

11.55 Prior Practices. This Agreement shall supersede any existing rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms.

11.56 Emergency. "Emergency" as used herein means a sudden or unforeseen occurrence or condition that calls for immediate action.

11.6 Duplication of Agreement. The Employer agrees to furnish a copy of this Agreement to each employee who is employed in the bargaining unit during the term of this Agreement.

11.7 Effective Date and Termination. This Agreement shall commence as of July 1, 2012 and shall remain in full force and effect until midnight June 30, 2014.

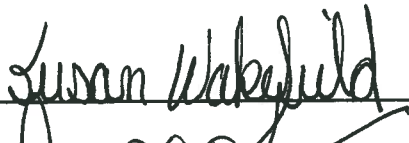
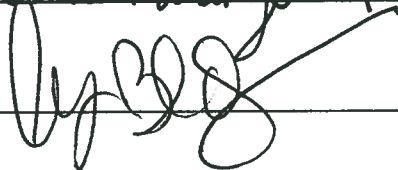
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of July 1, 2012.

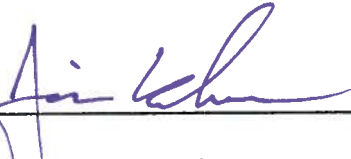

EMPLOYER:

UNION:

**PLAINWELL COMMUNITY SCHOOLS
COUNTIES OF ALLEGAN, BARRY
AND KALAMAZOO, MICHIGAN**

**LOCAL 517M, SERVICE EMPLOYEES
INTERNATIONAL UNION**

By: 
By: 

By: 
By: 

SCHEDULE "A"

COMPENSATION SCHEDULE

SCHEDULE "A"

COMPENSATION SCHEDULE

Section 1. Basic Compensation: 2012-2013

SEIU CUSTODIAN

	1-2	3	4-5	6	25
CUSTODIANS	13.78	14.06	14.43	15.17	
NIGHT SUPR	14.14	14.42	14.86	15.44	
ELEM BLDG CHIEF PROJECT RELIEF	15.26	15.44	15.91	16.51	
HS/MS BLDG CHIEF GMT	15.66	15.77	16.24	16.85	
MASTER MAINT	16.48	16.79	17.15	17.33	
MAINTENANCE GM	14.39	14.57	14.94	15.69	16.51
GMT	15.60	15.77	16.24	16.85	
BUS MECHANICS CHIEF	17.33				
ASSISTANT	16.29				

Effective July 1, 2013:

	1-2	3	4-5	6	25
CUSTODIANS	13.99	14.27	14.65	15.40	
NIGHT SUPR	14.35	14.64	15.08	15.67	
ELEM BLDG CHIEF PROJECT RELIEF	15.49	15.64	16.15	16.76	
HS/MS BLDG CHIEF GMT	15.89	16.01	16.48	17.10	
MASTER MAINT	16.64	17.04	17.41	17.59	
MAINTENANCE GM	14.61	14.79	15.16	15.92	16.76
GMT	15.89	16.01	16.48	17.10	
BUS MECHANICS CHIEF	17.59				
ASSISTANT	16.53				

Section 2. Probationary Employees. Probationary employees shall receive twenty-five (\$.25) cents per hour less than the schedule rate during the probationary period.

Section 3. Shift Differential. All employees working the second shift shall receive fifteen (\$.15) cents per hour extra, and employees working the third shift thirty cents (\$.30) per hour extra.

Section 4. Temporary/Transfer/Promotion Rates. An employee who is temporarily transferred or promoted to a higher classification pursuant to Section 6.66 shall receive \$.25 less than the position's rate at the employee's years of service or the regular custodian rate, whichever is greater.

Section 5. Adverse Weather. Except as otherwise provided herein, all employees shall report to work on days when school is closed because of adverse weather.

A. With prior notice to the designated supervisor, an employee may delay reporting to work by up to one and one-half (1 ½) hours because of road conditions, if reasonably required, without loss of pay.

B. With prior notice and approval by the designated supervisor, an employee who is unable to report for work because of adverse road conditions and is unable to secure alternate transportation may be permitted to use a personal business leave day in lieu of loss of compensation, provided that an employee who exhausts his personal business leave days by reason of absences related to adverse weather may use two (2) additional days charged to accrue but unused sick leave.

Section 6. Mileage Reimbursement. An Employee required by the Employer to use his motor vehicle for the benefit of the Employer shall be reimbursed at the rate approved by the Employer from time to time provided that a mileage record is submitted to the Employer in accordance with procedures established by the Employer.

Section 7. Longevity. A full-time employee who has completed seven (7), fourteen (14), nineteen (19) years of service by their seniority date shall be eligible to be paid a longevity bonus according to the following scale, payable within four (4) weeks after their seniority date*:

<u>Completed Years of Service</u>	<u>Amount</u>
7	\$300.00 or \$25.00 per month
14	\$450.00 or \$37.50 per month
19	\$600.00 or \$50.00 per month

Longevity will be prorated by the month for any employee that voluntarily leaves the employment of the District prior to the employee's anniversary date.

Section 8. Step Increases. All Step Increases will be awarded on the employee's anniversary date of employment.

SCHEDULE "B"

FRINGE BENEFITS

Section 1. **Vacation.** Subject to the conditions and limitations set forth hereafter, each full-time employee shall be entitled to have a vacation with pay at a time mutually agreeable to the employee and the Employer in accordance with the following schedule, namely:

<u>Employment Period</u>	<u>Vacation Allowance</u>
One (1) year through five (5) years of uninterrupted service.	Ten (10) work days
Six (6) years through eleven (11) years of uninterrupted service.	Fifteen (15) work days
Twelve (12) years or more of uninterrupted service.	Twenty (20) work days
For Employees who have Twenty (20) years or more of uninterrupted service prior to January 1, 2012 only:	Twenty-five (25) work days

Conditions and Limitations.

A. **Eligibility.** An employee on reaching his first and subsequent anniversary dates of employment shall be eligible for the applicable vacation allowance set forth above during each twelve (12) month period succeeding such anniversary date, provided that an employee who works less than nineteen hundred (1900) hours during the preceding anniversary year shall have his vacation allowance reduced pro rata. For the purpose of determining whether 1900 or more hours have been worked, hours of paid leave taken by the employee pursuant to Article 8 and Sections 1 and 2 of this Schedule shall be included in such determination.

B. **Vacation Calendar.** A vacation calendar shall be posted on June 1 of each year. Each employee who is eligible for a vacation will be asked to state his preference for vacation time during the ensuing twelve-month period within fourteen (14) calendar days after the date of posting. Thereafter, vacation time shall be scheduled on a first come, first served basis subject to school operational requirements and the needs of the Employer.

All other vacation time requests must be provided five (5) working days prior to the start of the requested time, except that a shorter notice may be permitted if the emergency could not have reasonably been foreseen the longer notice given. Direct contact via phone, email or personal contact with response to the request will be made as soon as possible but not less than three (3) work days from the

start of the requested vacation time off. Appropriate paperwork must be completed.

C. Vacation Day Carryover Limit. Effective on each employee's anniversary date in 2007, employees may roll over a maximum of ten (10) vacation days from their previous year's accumulated vacation days. Vacation days not used within these guidelines will be paid to employees at a rate of \$50.00 per day. This payment to be made within thirty (30) days after employees seniority date.

D. Use of Vacation Days on Days of Student Attendance. A maximum of seven (7) vacation days may be used during student attendance days.

Section 2. Holidays. Subject to the conditions and limitations set forth thereafter, the following holidays shall be observed, namely:

New Years Day	Thanksgiving Day
Good Friday (one-half day)	Friday after Thanksgiving
Memorial Day	Day before Christmas
July 4 th	Christmas Day
Labor Day	Day before New Years Day

Conditions and Limitations.

A. A holiday shall not be observed if it is a State mandated school day, with or without students in attendance. An employee who is required to work on such day shall receive one (1) floating holiday to be used at some other mutually agreeable time. If the holiday effected is Good Friday, (one-half day), the employee shall receive one-half (1/2) day floating holiday to be used at some other mutually agreeable time.

B. An employee shall receive his regular compensation for the above holidays, provided that he worked both the last scheduled shift preceding the holiday and the first scheduled shift succeeding the holiday unless such employee is on an authorized leave other than leaves permitted by Sections 8.1 and 8.2. However, if the employee's physician certifies that the employee was under his care on the day(s) in question, the employee will receive his holiday pay.

C. Whenever one of the above holidays falls on a:

1. Sunday, the following Monday shall be observed as a holiday; or on
2. Saturday, either the preceding Friday or the following Monday will be observed as a holiday.

Section 3. Health and Medical Insurance. Subject to the limitations and conditions set forth in this Schedule, the Employer shall provide each full-time employee who has

completed the initial probationary period with health and medical insurance coverage . Such coverage shall take effect beginning on the first day of the month following completion of the probationary period.

The Board will pay 80% of the cost of the Priority Health high deductible HSA, including the premiums and deductible.

The aforesaid insurance benefits are subject to the following limitations and conditions:

- A. Carrier. The benefits of this plan shall be subject to the express terms, conditions and limitations set forth in the master contract issued to the Employer.
- B. Other Insurance. Spouse and/or dependent benefits shall not be paid if such benefits are substantially equivalent or duplicate those to which spouse and/or dependent is entitled under any other group insurance plan, it being the intention of the parties that no employee shall have double coverage which has no reasonable benefit to the insured.
- C. Family and Medical Leave Act of 1993 ("Act")
 - 1. Nothing in the Act shall be construed to diminish the obligation of the Employer to comply with the terms of this Collective Bargaining Agreement if such Agreement provides greater family or medical leave rights to employees than the rights established under the Act.
 - 2. The rights established for employees under the Act shall not be diminished by this Collective Bargaining Agreement.
- D. Payment in Lieu of Insurance. The Board will contribute \$405.00 each month to each employee not electing health insurance.

Section 4. Dental Insurance. The Employer agrees to provide a dental plan for all bargaining unit employees and their dependents at its expense, which plan shall be either Delta Dental Plan 100/70 or the equivalent Blue Cross/Blue Shield Plan, with the carrier to be determined by the Employer.

Section 5. General Provision. The Employer's contribution for insurance benefits shall terminate at the end of the calendar month in which the obligation of the Employer to pay wages or sick leave ends.

Section 6. Vision Insurance. Effective 9-1-02 the Board will implement a Vision Care program equal to the program provided to the District's teachers. The Board shall pay for 100% of the cost of the program.

Section 7. At the request of either party, the parties agree to reopen the health insurance provisions in Section 3 of Appendix B prior to the termination date of the policy.

SCHEDULE “C”

JOB CLASSIFICATIONS

Section 1. Custodial Employees.

A. Category “A” Employee – Building Chief; Project and Relief Person; Pool/Maintenance Technician. A Category “A” Employee employed as a:

- 1. Building Chief shall be responsible for and be able to perform all of the duties of a Category “C” employee and a Project and Relief Person (other than to work in a relief capacity on any other shift or in any other building), and have the overall responsibility for supervision of all custodial employees assigned to the building, but such responsibility shall be limited to recommendations of appropriate procedures and discipline.**
- 2. Project and Relief Person shall be able to perform all of the duties of both a Category “C” and a “GM” employee (other than subsection b), including, but not limited to, washing and waxing of floors, vacuuming and washing rugs/carpet, washing and painting walls, and outside cleanup of grounds; be able to perform mechanical maintenance, including plumbing repairs and replacement; and be prepared to undertake specific projects or to work in a relief capacity on any shift or in any building as assigned by the Building and Grounds Supervisor.**
- 3. Pool/Maintenance Technician shall be responsible for and be able to perform all of the duties of a Category “C” and “GMT” employee, hold certification as a “pool technician”, and have responsibility for operation of the physical facility. The P/MT shall report to the Building and Grounds Supervisor.**

B. Category “B” Employees – Night Supervisor. A Category “B” Employee shall be responsible for and be able to perform all of the duties of a Category “C” employee, and have the overall responsibility for supervision of all custodial employees assigned to the building, but such responsibility shall be limited to recommendations of appropriate procedures and discipline.

C. Category “C” Employee – Custodian. A Category “C” employee shall be responsible for the following:

- 1. Perform daily and periodic thorough cleaning tasks, as directed, on floors, walls, doors, windows, ceilings, furniture, plumbing, and equipment. This includes sweeping and mopping of floors, floor washing as needed, emptying and cleaning waste receptacles, dusting cleaning and straightening the arrangement of furniture and equipment, cleaning chalkboards, erasers and chalk racks, heating units, ledges, shelves and sills, cleaning and sanitizing of restrooms, shower rooms and kitchens, replacing of the expendable supplies of the Employer, replacing light tubes and bulbs and leaving classrooms, halls, offices, cafeterias and other areas in proper condition for use. Also, transporting, loading, unloading and providing general assistance in the hot lunch program as required.**

2. Perform routine repair and light maintenance jobs in buildings and on grounds, including playground equipment; maintain perimeter of building, including, but not limited to, sidewalks, grounds, handicapped ramps, steps, and other building access points, free of litter, debris, snow and ice, as directed.
3. Prepare facilities for use at school and community events on the premises and return the areas to proper condition for regular use.

Section 2. Maintenance Employees.

A. Master Maintenance Technician (MMT). The “MMT” shall report to the Buildings and Grounds Supervisor. The “MMT” shall be able to perform all of the duties of both a “GMT” and “GM” employee and possess all required certifications/licenses, and in addition have:

1. A working knowledge of and certification in the maintenance and operation of boilers and associated equipment, and a working knowledge of air conditioning and auxiliary machinery.
2. A good general knowledge of electrical power distribution, power generation, emergency electric systems, and electrical control systems.
3. The ability to effectively organize, coordinate and supervise work of skilled personnel.
4. The ability to provide on-job training to unskilled maintenance personnel.
5. The ability to make oral reports and prepare statements in writing with concise information.
6. The ability to read and interpret blueprints, schematic drawings and specifications.
7. A working knowledge of practical application of basic electronics, hydraulics and mechanics.
8. The ability to maintain records of inventory, supplies, safekeeping of tools and equipment.
9. A knowledge of safe working practices for maintenance trades, including regulatory requirements.

B. General Maintenance Technician (GMT). A “GMT” employee shall, under the supervision of such person or persons designated by the Employer, be able to perform all of the duties and possess all required certifications/licenses listed below and in addition to all of the duties and certifications/licenses of a “GM” employee, namely:

1. Repair and maintain the plumbing, electrical systems, hardware, heating and ventilating, furniture and equipment, and general structure of the physical properties of the Employer.

D. General Maintenance (GM). A "GM" employee shall, under the supervision of such person or persons designated by the Employer,

1. Paint, refinish, construct and remodel physical properties of the Employer.
2. Maintain school roadways, lawns, shrubbery, trees, fencing, drains, playgrounds and their equipment, and athletic fields and their equipment, lawn care and maintenance equipment, including checking fluid levels of maintenance vehicles.
3. Maintain records, inventory supplies, tools and equipment and provide for their safekeeping, as may be required.
4. Possess knowledge of and follow safe working practices in the maintenance trades, as well as knowledge of applicable regulatory requirements if employer-provided training has been completed to the satisfaction of the Employer.
5. Possess a CDL with an air brake endorsement. (Building Chiefs are exempt from this requirement.)

Section 3. Bus Mechanics

- A. **HEAD MECHANIC**. The Head Mechanic shall under the supervision of the Transportation Supervisor or other person designated by the employer:
1. Insure that all vehicles are diagnosed, scheduled and serviced for appropriate repairs.
 2. Must be able to perform all major duties and responsibilities of major and minor repairs.
 3. Coordinate purchases of all replacement parts with Transportation Supervisor. Set up and supervise a system for the receipt and issuance of parts and supplies and the keeping of records and inventories in cooperation with the Transportation Supervisor.
 4. Must be responsible for protecting school system property and securing the area.
 5. Promote a high standard of safety and good housekeeping methods in all connected work areas.
 6. Coordinate the acquisition, maintenance and return of all driver education cars.
 7. Maintain required CDL for bus driving, and attend all state mandated training for bus driving.

8. Maintain state certification as a Master Mechanic/Heavy Duty Truck, including both gasoline and diesel engine repair, driver train, suspension/steering, brakes and electrical. Also, be willing to attend on-going training and maintain certifications in all State or District required areas.
9. Drive bus routes or trips as assigned by the Transportation Supervisor, at such times as the employee is needed.
10. Possess and maintain sufficient hand tools to carry out necessary duties.
11. Maintain accurate records of all general and special maintenance repairs, including all parts and labor.
12. Assist in the recruitment, screening, training, and evaluating of garage transportation staff.
13. Cover the Transportation Department in the absence of the Supervisor.
14. Coordinate such other duties as may be assigned or needed.

B. MECHANIC ASSISTANT

1. Insure that all vehicles are diagnosed, scheduled and serviced for appropriate repairs.
2. Must be able to gas electric weld.
3. Must be responsible for protecting school system property and securing the area.
4. Promote a high standard of safety and good housekeeping methods in all connected work areas.
5. Maintain required CDL for bus driving, and attend all state mandated training for bus driving.
6. Drive bus routes or trips as assigned by the Transportation supervisor, at such times as the employee is needed.
7. Maintain a minimum, state certification as a specialty Mechanic/Heavy Duty Truck for gasoline and diesel engine repair. Also, willing to attend on-going training and maintain certifications in all State and/or District required areas.
8. Maintain accurate records of all general and special maintenance repairs, including parts and labor.
9. Possess and maintain sufficient hand tools to carry out necessary duties.
10. Complete other duties as assigned by Transportation Supervisor and/or Head Mechanic.

Section 4. General Duties. It shall be the responsibility of each employee to:

A. Maintain building security and assist other employees in guarding against theft, vandalism, fire, explosion and storm damage. An employee shall report any matter of potential danger, misconduct or equipment malfunction and shall render assistance until help arrives in order to protect lives and property.

B. Provide a good example for young people using sound judgement and displaying proper attitudes in performing his work, dealing with others, and in personal appearance and conduct.

C. Perform his duties with care and thoroughness using good sense and in the knowledge that his contributions are an indispensable part of the teamwork required in promoting good education.

D. Comply with established procedures for handling blood borne pathogens; for dealing with asbestos pursuant to the requirements of AHERA; and for following safe working practices set forth in applicable regulatory procedures if employer-provided training has been completed to the satisfaction of the Employer.

Section 5. Interpretation. Both parties recognize that the employee categories as herein defined may not accurately or completely define all of the duties of a position for the reason that they have not previously been defined in writing.

Accordingly, each party agrees that they shall be interpreted in light of the past practices of the Employer and in a manner which will promote efficiency and quality standards.

Section 6. Personal Services. No bargaining unit member shall be expected to perform personal services for teachers or other employees, such as making coffee, transporting personal equipment or supplies, or the like.

SCHEDULE "C"

Job Descriptions

BUILDING CHIEF

Role set and Function: This position is a member of the operations team and reports directly to the director of facilities, and also works with the building administrator for day-to-day building instructions. This position is responsible for the mechanical, grounds, and custodial operation of the building. Major duties and functions:

1. Cooperate and communicate with the building administrator and with his/her staff to properly maintain the physical plant in a sanitary, safe, and functional condition. Contribute to a team effort with the custodial staff.
2. Perform daily custodial, maintenance and grounds tasks according to an approved work schedule.
3. Develop knowledge of cleaning methods for different areas of the building and for different types of cleaning surfaces.
4. Properly operate and store, perform scheduled maintenance on, and perform minor repairs to various types of the building's mechanical equipment, including, but not limited, fan units, boiler and boiler chemicals, fire control equipment, plumbing repairs and minor electrical repairs.
5. Properly operate and store, perform scheduled maintenance on, and perform minor repairs to various types of custodial and grounds equipment such as but not limited to: vacuum cleaners, floor machines, snow blowers, etc.
6. Recommend and implement accurate, up-to-date work schedules for the position and for the custodial staff.
7. Instruct and assist in training of second shift custodians in their work.
8. Requisition custodial supplies for the building. Track the budget and expenses, and make cost-saving suggestions to the director of facilities in terms of supply and equipment purchases. Monitor equipment and make necessary minor repairs as needed. Order equipment as needed.
9. Schedule winter break, spring and summer cleaning.
10. Promote a good working relationship with the district's employees and the community when on the job.

NIGHT SUPERVISOR

Be able to perform all Evening Custodian duties, direct the activities of evening custodians, supervise the replenishment of supplies, and give training and assistance to other evening custodians. Such responsibility shall be limited to recommendations of appropriate procedures and discipline.

EVENING CUSTODIAN

General cleaning and disinfecting including:

1. Sweeping, mopping, finishing and polishing hard surface floors.
2. Vacuuming and cleaning carpets and mats.
3. Cleaning & disinfecting toilet rooms and locker rooms including walls partitions counters, fixtures, showers, mirrors, etc.
4. Dusting and cleaning of furniture, shelving, ledges, sills, etc.
5. Empty waste containers, dispose of trash, install waste can liners.
6. Clean chalkboards (white boards) trays and erasers.
7. Clean windows, entrances, display case glass and mirrors.
8. Clean walls, doors, and lockers.
9. Restocking cleaning supplies and filling paper towel and toilet tissue dispensers and soap dispensers.
10. Setting up before and cleaning up after athletic events and other school activities and community paid events.
11. Clean up litter and maintain walks in a clean and safe condition.

DAY SHIFT CUSTODIAN

Load, transport and unload carts and other items for the hot lunch program. Pick up mail at the Post Office, deliver mail to the Post Office, pick up and deliver inter-school mail and deliver UPS packages for sending and also inter-school delivery. Make other special deliveries as directed. Clean kitchen floors, walls, ceilings and hoods. Dispose of kitchen and cafeteria debris. Assist other custodians and maintenance personnel as directed by the Director of Operations and as time permits.

GENERAL MAINTENANCE

Be Responsible for site maintenance, particularly mowing, pruning, trimming, fences, playgrounds and their equipment, athletic fields and their equipment, site drains, disposal of site trash, checking and maintaining equipment fluid levels, keeping all tools and equipment in a neat and orderly condition. Report all equipment needs and site difficulties to the Director. Perform striping and marking and signage for athletic field, drives and parking areas as directed. Coordinates the ordering of miscellaneous supplies with the Director, assist in moving of school equipment, furnishings and supplies as directed. Give assistance to the custodial staff as directed. Perform minor interior maintenance projects and assist other maintenance personnel as directed. Maintain a daily record of work performed. Posses a "CDL" with air brake endorsement.

GENERAL MAINTENANCE TECHNICIAN

Be able to perform all duties of and assist in General Maintenance and train General Maintenance Technician personnel as needed. Repair and maintain plumbing, electrical systems, hardware, HVAC (no work shall be required when refrigerant compounds are being captured or added), furniture, equipment and miscellaneous items of the physical structure. Shall be specifically responsible for preventative maintenance of all HVAC equipment. The Building Chief shall have primary responsibility for

cleaning and changing filters, lubrication, belts, motors, ductwork, controls, disconnects for unit ventilating. Assist the Master Maintenance Technician and perform miscellaneous other items of general work as directed. Keep tools in a neat and orderly condition. Maintain a daily record of work performed.

MASTER MAINTENANCE TECHNICIAN

Be able to perform all duties and responsibilities of General Maintenance and General Maintenance Technician personnel. Provide supervision and training of other maintenance personnel as required and directed. In addition to all other duties be responsible for the function of all boiler systems and be certified in their maintenance and operation. Be responsible for chemical treatments and testing of chemical levels of boiler water and condensate return. Maintain chemical treatment inventories and coordinate their delivery. Train Building Chiefs with boilers in their boiler maintenance responsibilities. Keep records of all boiler systems maintenance. Be able to read and interpret blueprints, schematics and specifications keep all tools and equipment in a neat and orderly condition. Maintain a daily record of work performed.

Job Postings

Preparation, Training, Education and Experience

The following guidelines are suggested:

1. High School diploma or equivalent required.
2. Demonstrated leadership and interpersonal skills.
3. Demonstrated ability to deal with students, parents, the public and other district employees in a tactful and courteous manner.
4. Demonstrated knowledge of cleaning methodology.
5. Possession of a boiler operator's license if building has a boiler.