

**AGREEMENT**

**BETWEEN**

**BANGOR PUBLIC SCHOOLS**

**AND**

**S. E. I. U.  
LOCAL 517M**

**SERVICE EMPLOYEES INTERNATIONAL UNION**

**JULY 2011 - JUNE 2013**

TABLE OF CONTENTS

ARTICLE I	Purpose and Intent .....	1
ARTICLE II	Recognition .....	1
ARTICLE III	Seniority .....	1
ARTICLE IV	Seniority Lists .....	2
ARTICLE V	Vacancies and Job Openings.....	2
ARTICLE VI	Layoffs and Recall .....	3
ARTICLE VII	Dues Deduction .....	4
ARTICLE VIII	Agency Shop .....	4
ARTICLE IX	Grievance Procedure.....	4
	A. Procedure .....	4
	B. Miscellaneous.....	5
ARTICLE X	Working Hours and Schedules.....	6
ARTICLE XI	Leaves of Absence.....	9
	A. Sick Leave.....	9
	B. Personal Business.....	10
	C. Bereavement Leave .....	10
	D. Use of Leave Time.....	10
	E. Unpaid Sick Leave .....	11
	F. Worker's Compensation .....	11
	G. Yearly Accumulation Notification.....	11
	H. Jury Duty Leave .....	11
	I.-N. Unpaid Personal Leave.....	11
	O.. Military Leaves .....	12
	P. Unpaid Leave.....	12
ARTICLE XII	Management Rights.....	12

ARTICLE XIII	Miscellaneous.....	13
	A. Subcontracting .....	13
	B. Union Meetings .....	14
	C. Act of God Days.....	14
	D. Insurance .....	14
	E. Personal Vehicles .....	16
	F. On-the-Job Injuries .....	16
	G. Bulletin Boards .....	16
	H. Conference Days .....	16
	I. Tools .....	17
	J. Training Classes .....	17
	K. Work Hours When School Is Not In Session .....	17
	L. Extra Trips for Bus Drivers .....	17
	M. Summer Driving for Bus Drivers .....	18
	N. CDL's.....	18
	O. Bus Driver Jackets .....	18
	P. Employee Evaluations.....	18
ARTICLE XIV	Wages.....	20
	A. Classification Wage Scales .....	20
	B. Lead Person for Custodial/Maintenance .....	21
	C. Shift Leader for Custodial/Maintenance .....	21
	D. Selection of Lead Person & Shift Leader.....	21
	E. Additional Wage for Lead Person & Shift Leader .....	21
	F. Custodial Aides End of Year Payment .....	21
	G. Second Shift Premium for Custodial/Maintenance.....	22
	H. Bus Driver Meeting Pay.....	22
ARTICLE XV	Holidays and Vacations.....	22
ARTICLE XVI	No Strike Clause .....	24
ARTICLE XVII	Severability .....	25
ARTICLE XVIII	Entire Agreement .....	25

ARTICLE XIX    Duration ..... 25

**ARTICLE I  
PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the employer, employees and the union.

**ARTICLE II  
RECOGNITION**

The Board hereby recognizes Local 517M, SEIU as the exclusive bargaining representative for all custodians, custodial aides, and maintenance employees, and all full-time and regular part-time bus drivers of the Bangor Schools, excluding supervisors and all other employees.

**ARTICLE III  
SENIORITY**

- A. Seniority shall be defined as the length of continuous service with the District since his/her last date of hire. "Last date of hire" shall be the date upon which the employee first reported for work at the instruction of the Employer in a position represented by the Union since which he/she has not quit, been discharged, nor been laid off for more than eighteen months. Bus Drivers will accrue seniority separately from Custodial/Maintenance and Custodial Aide employees.
- B. Custodial Maintenance and Custodial Aide employees shall be considered as probationary for the first ninety (90) days worked. Bus Drivers will have a ninety (90) day probationary period. (For Bus Drivers a day means a calendar day during the time school is in session or during the summer when the affected driver is driving.)
- C. There shall be no seniority for probationary employees.
- D. Probationary employees may be disciplined or discharged without recourse to the grievance procedure.
- E. Upon satisfactory completion of the probationary period employees shall be entered on the seniority lists effective their most recent date of hire in a position represented by the Union. There shall be one list for Custodial/Maintenance employees, one for Custodial Aide employees, and one for Bus Drivers.

An employee shall lose seniority if:

1. He/she quits;
  2. He/she is discharged and the discharge is not reversed;
  3. He/she is absent for five (5) consecutive working days without notifying the Employer and cannot justifiably excuse the lack of notice;
  4. If he/she does not return to work when recalled from lay-off as set forth in the recall procedure;
  5. Failure to return from a leave of absence at the end of the authorized period without justifiable cause;
  6. Retirement.
- F. All days worked as a substitute for the Employer in a given classification in a given year shall count against the probationary period if the substitute is hired by the employer into the position in which he/she has substituted.

#### **ARTICLE IV SENIORITY LISTS**

- A. Seniority lists for Custodial/Maintenance, Custodial Aides, and Bus Drivers shall be furnished to the Union within thirty (30) calendar days of ratification of this Agreement, and another each six (6) months, or whenever there is a change thereafter from the date the first list was furnished to the Union.
- B. The Unit President and Chief Steward shall have by virtue of their union office, where contract administration duties are demonstrated, top seniority within the unit for the purpose of layoffs and recalls provided there are jobs they are qualified to perform.
- C. In the event two (2) or more employees have the same date of hire, lots will be drawn to determine placement on the seniority list. The drawer of the shortest lot will be placed below any drawer of a longer lot.
- D. If notice to the contrary is not received by the Superintendent within thirty (30) calendar days of transmittal of the seniority list(s) to the Union, said seniority list(s) shall be conclusively presumed to be accurate and correct.

#### **ARTICLE V VACANCIES AND JOB OPENINGS**

- A. All new jobs and job vacancies which the employer intends to fill shall be posted on a specifically designated area in each school facility for two (2) weeks. The posting shall include:
1. type of work;
  2. location of work;
  3. starting date;

4. rate of pay;
  5. hours of work;
  6. classification;
  7. Minimum requirements.
- B. Anyone desiring to fill such vacancy must turn in to the Superintendent a bid slip within the specified posting time limits.
- C. In filling Custodial Maintenance and Custodial Aide vacancies, the Employer shall choose the most qualified (as determined by the Board) senior employee, or if no current employee is qualified, the employer may hire from outside the unit. However, the Board reserves the right to determine that none of the applicants are qualified and leave the position vacant. A bus driving vacancy is an ongoing (permanent) bus driving position which does not have an assigned regular driver. Upon receiving authorization from the Board, the Supervisor will fill the position with the best qualified applicant (from the current drivers or those from outside the bargaining unit) as determined by the Supervisor. Seniority of current employee applicants will be considered by the Supervisor when he/she evaluates the qualifications.
- D. The successful applicant will be given up to thirty (30) working days to prove he/she is able to satisfactorily perform the work. Should the employee be unable to perform satisfactorily he/she will be returned to their former classification without loss of seniority, or, in the case of a new employee, be discharged.
- E. Upon successful completion of the thirty (30) working day trial period the employee will receive the rate of pay for the job consistent with his/her seniority as per this Agreement.

## **ARTICLE VI LAYOFFS AND RECALL**

- A. When the Board determines that a layoff is necessary, those employees with the least seniority within the classification being reduced shall be laid off first provided the higher seniority employees are qualified to perform the work.
- B. In cases of recall, the employees shall be recalled in the inverse order of which they were laid off (by classification) provided those being recalled are qualified to perform the work.
- C. No new employees shall be hired into any classification in which there are seniority employees laid off provided those on layoff are qualified as determined by the Board.
- D. Notice of recall shall be sent to the employee's last known address. Recalled employees must report to work within ten (10) calendar days of the date the notice was sent or they shall be considered a quit and lose all contractual rights.

- E. Laid off employees shall remain on the recall list for eighteen (18) months from the date they were laid off.

## **ARTICLE VII DUES DEDUCTION**

Employees may either pay regular monthly dues directly to Local 517M, SEIU, or to a designated member of Local Unit authorized to collect such dues (provided dues collection does not take place during working hours) or voluntarily execute a payroll deduction authorization form as provided in this Agreement. The Employer shall transmit such sums to the Union within fifteen (15) days of such deduction.

## **ARTICLE VIII AGENCY SHOP**

- A. The Board agrees that it shall be a condition of employment that all existing employees and all new employees employed after ratification of this Agreement shall within 60 days after the effective date of this Agreement or 60 days after commencement of employment, whichever comes later, either:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Union and such authorization shall continue in effect from year to year unless revoked in writing; or
  2. Cause to be paid to the Union a representation fee in an amount determined by the Union.
- B. The Union agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands cost, suits, or other forms of liability including back pay and all court or administration agency cost that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

## **ARTICLE IX GRIEVANCE PROCEDURE**

A grievance shall be defined as an alleged violation of a specific Article of this Agreement.

### **A. PROCEDURE**

Step 1. An employee who feels that he/she has been wronged by an alleged violation of this Agreement may, within seven (7) working days of the alleged occurrence, orally discuss said alleged violation with his/her immediate supervisor. The employee may



have a Union representative present when discussing the alleged violation with the supervisor.

Step 2. If the Union is not satisfied as a result of the discussion at Step 1, the Union shall present such grievance to the Superintendent or his/her designee within five (5) working days of the date of the discussion with the Supervisor. The Superintendent or his/her designee shall provide a written response to said grievance within fifteen (15) working days.

Step 3. The Union, if not satisfied with the Superintendent's disposition of the grievance, may within five (5) working days of receipt of notification of the Superintendent's disposition notify the Employer of its intent to submit the grievance to mediation. A mediation meeting will be set up as soon as feasible with all parties concerned.

Step 4. If the grievance is not satisfactorily settled by any of the above provisions, the Union shall submit the grievance to a committee of the Board of Education through notification of the Superintendent; such grievance must be submitted within five (5) working days after conclusion of mediation or written receipt of the answer from the Superintendent. All grievances as submitted shall be discussed by the committee of the Board and the Union prior to the next regularly scheduled Board meeting provided that there are seven (7) working days available in which to call together the committee. At the end of such meeting the grievant and Union shall be advised of the recommendation to be made to the full Board. The Board of Education will submit the written answer within five (5) working days of the Board Meeting.

Step 5. If the grievance is not settled by any of the above steps, the Union may within fourteen (14) working days after the receipt of the written answer from the Board of Education, give notice of its intent to submit the grievance to arbitration. In the event the employer and the Union cannot agree on the choice of an arbitrator within fourteen (14) working days after the Union has notified the employer of its intent to arbitrate, the parties shall obtain a panel of five (5) names from the Michigan Employment Relations Commission. The arbitrator shall then be selected from said panel of five (5) names by each deleting in turn one name until only one name remains. The arbitrator may determine the effective date of his disposition of a grievance, shall have full authority in any way the facts justify to alter or change discipline or discharge penalties imposed by the employer.

## B. MISCELLANEOUS

1. The arbitrator shall have jurisdiction only to interpret, apply in compliance with this Agreement and shall not add to or detract from or alter in any way its provision. The arbitrator's decision shall be final and binding on both parties. The fees and expenses of the arbitrator and the cost of the place of such hearing as is selected by mutual agreement of the parties will be equally divided between the

employer and the Union. The parties shall bear individually the cost of presenting their respective case in arbitration.

2. All time limits in the grievance procedure shall refer to working days.
3. Time limits must be strictly observed, but may be extended by mutual agreement in writing.
4. If a grievance is not processed within the time limits by the Union, the answer of the previous step shall be considered final settlement and shall constitute a waiver of any future appeal concerning the particular grievance. If administration fails to process the grievance in a timely manner, it will automatically move to the next step.
5. To be processed, a written grievance shall include a description of the facts surrounding the alleged violation and cite the specific section(s) of the contract allegedly violated; it shall contain the date of the alleged violation; it shall specify the relief requested.
6. Nothing contained herein shall be construed as limiting the right of any bargaining unit member having a grievance to discussing and having it resolved informally with the employer provided that the Union be given the opportunity to be present at the hearings or meetings of such grievance and that the final disposition is not inconsistent with the terms of this Agreement.
7. Where no wage loss has been caused by the action of management, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. Arbitrator awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date of which the grievance is filed.

## **ARTICLE X WORKING HOURS AND SCHEDULES**

- A. For all Custodial/Maintenance and Custodial Aide employees, the normal work day shall consist of eight (8) hours work and the normal work week shall consist of five (5) consecutive days.
  1. The normal work year for Custodial Aide employees shall begin five (5) work days prior to the first teacher day of the school year and end three days after the last day of pupil attendance.

2. All Custodial/Maintenance employees shall work twelve (12) months.
3. The Superintendent will attempt to schedule the work week to be Monday through Friday, but may, if deemed necessary by the Superintendent or his designee schedule an employee's work week to include Saturday and/or Sunday provided that the employee receives five (5) calendar days prior notice, and that such assignment shall be made to the least senior employee with required qualifications.
4. A change in schedules shall not be for the sole purpose of circumventing the employee's opportunity for overtime.
5. If the school district hires employees to perform custodial duties during the summer, Custodial Aides, if qualified as determined by the Board, shall be the first to be hired at their same rate of pay, and until all Custodial Aides have been given the opportunity to work 40 hours per week for the summer, no employee will be hired, unless the Board has a need for short-term project workers to complete a project that cannot be performed by the existing employees in positions represented by the Union within the time constraints of the project.

#### B. Bus Drivers

1. Bus Drivers shall work each day when school (school instruction time) is in session and students need to be transported.
2. Each driver will be paid a minimum of 1.5 hours for each daily run. In the event the run requires more than 1.5 hours, the driver will be paid for the time worked rounded to the nearest  $\frac{1}{4}$  hour. In the event the run does not require 1.5 hours, the driver may be required to perform work (completing the 1.5 hours minimum) by the Supervisor.

Shuttles: When a regular daily a.m./p.m. run is extended occasionally for transporting students within the district (is, from one school to another or to a non-school setting within the district boundaries) immediately preceding or following the regular daily a.m./p.m. run, the driver will be paid for the additional time worked to the nearest one-quarter (.25) hour. Opportunities to drive such shuttles shall be offered on a rotation basis in order of seniority.

3. Bus drivers shall be paid at the rate of time and one-half of the regular rate of pay for all hours worked in excess of forty (40) hours worked in any one week (Monday through Sunday).
4. Regularly scheduled extra runs will be open for bidding annually at the beginning of the school year. Drivers will be offered the opportunity to drive extra runs (skill center, pre K, afterschool, etc.) in order of seniority on a rotation list, if

qualified, as determined by the Board, to perform the work. No driver will be allowed to drive two such runs unless all other drivers have been offered the opportunity and declined. If an extra run is established during the school year, the assignment of the extra run will pick up on the seniority rotation list where it had left off.

C. Lunch Period and Breaks – Custodial/Maintenance and Custodial Aide Employees Only

1. All employees will be accorded two (2) paid breaks of fifteen (15) minutes each, scheduled by the immediate supervisor. One is to be taken during the first half of the work day, and the other during the second half of the work day. Such breaks are neither to be taken within the first two (2) hours of the work day, nor within the first two (2) hours following lunch.
2. All employees shall be allowed one thirty minute unpaid lunch on each shift

D. Overtime Payment – Custodial/Maintenance and Custodial Aide Employees

1. All employees shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay, or receive compensatory time at the rate of time and one-half the overtime worked, whichever is deemed appropriate by the Superintendent, for all time worked in excess of forty (40) hours in any one week or eight (8) hours in one day. Compensatory time, if given must be used in accordance with State and Federal Law.
  2. A roster of all employees, listed in order of seniority, by classification, by building, will be established and posted. Scheduled overtime will be equalized among the employees as their names appear on the roster. Qualified employees will be assigned overtime on the basis of their equalized hour and seniority provided they are qualified to perform the work required. If an employee refuses overtime, he shall be credited on the roster with the anticipated hours, recorded in red for equalizing purposes only. If an employee accepts overtime, he shall be credited with overtime, recorded in black. In the event no volunteer is found according to the above procedure, the qualified employee with the least amount of overtime shall be required to work overtime. Employees who are not at work during the day overtime is assigned shall not be considered. New employees should be brought up to the top of the overtime list.
  3. The above procedures do not apply to overtime earned immediately preceding or following the employee's regularly scheduled work day.
- E. The roster shall begin on September 1 and end on June 1 of each year, and shall be updated and posted in each building no later than the first day of each month (Sept. – June). All scheduled overtime (does not include emergency) shall be posted in advance.

**ARTICLE XI  
LEAVES OF ABSENCE**

A. At the beginning of each month, each Custodial/Maintenance employee will be credited with one (1) day of sick leave time, to a maximum of twelve (12) days per year, unused sick leave accumulative to a maximum of one hundred (100) days. Custodial Aide employees will be credited with nine (9) days of sick leave per year and in the event the school year employee works at least fifteen (15) days in any month during the summer he/she will receive one (1) day for such month. Such days shall accumulate from year to year up to a maximum of fifty (50).

1. Sick Leave

Employees may use available leave time as necessary to recover from a personal illness, injury or disability. Each Custodial/Maintenance employee shall receive one-half per diem wage payment for each day earned in excess of 100 but not used as of June 30<sup>th</sup> of each year. Example: An employee has 100 days accumulated as of June 30, 1998. During the 1998-99 the employee earns 12 days. During 1998-99 the employee does not use any days. During July 1999 the employee shall receive (gross pay) one half his/her hourly rate times eight hours times twelve days.

2. Family Illness

A maximum of two (2) days per year may be used to attend to a member of the immediate family (defined as spouse, parent, grandparent, father-in-law or mother-in-law, child, brother or sister) who is seriously ill.

3. After three (3) consecutive sick days, management reserves the right to require a doctor's slip to return to work.

4. Employees will not normally be allowed to use a paid sick day either the day prior to a holiday or vacation or the day after a holiday or vacation. Any deviation from this policy must be approved by the Superintendent or designee.

5. If an employee does not use any sick days during each half of the year, the employee will be compensated at the following rates:

a. Custodial Aides/Bus Drivers:

- i. Beginning of the school year through end of first semester: \$50.00
- ii. Beginning of second semester through end of school year: \$50.00

b. Custodial/Maintenance:

- i. July 1 through December 31: \$75.00
- ii. January 1 through June 30: \$75.00

6. Bus Drivers shall be granted two (2) days per year for sick leave or personal leave. Unused days may accumulate. Bus Drivers shall notify the employer of a personal leave day in accordance with the notice requirements detailed in Section B.1 below.

#### B. Personal Business

Two (2) days per year may be used by Custodial/Maintenance and Custodial Aide employees for personal business which the employee cannot conduct at any time outside working hours. Use of a personal day is subject to the following rules:

1. An employee must notify his immediate supervisor at least three (3) working days in advance of his intent to use a personal day, except in cases of emergency. The request must be approved in advance of taking such leave, except in cases of emergency. The form on which to make the request will be supplied by the employee's immediate supervisor.
2. A personal business day may not be used to lengthen a holiday or vacation period, nor may a personal business day be used to seek other employment or for recreational purposes, (e.g., hunting or attending sporting events).
3. Except in the event of an emergency, no more than two (2) employees will be allowed to take a personal business day on any one work day.

#### C. Bereavement Leave

In the event there is a death of a listed relative of a Custodial/Maintenance or Custodial Aide employee or their current spouse, such employee shall be allowed up to three (3) days of bereavement pay. Proof of death may be required by the employer. The first three (3) days shall be paid by the employer. Listed relatives are grandparents, grandchildren, parents, spouse, children, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, or sister-in-law. For nieces, nephews, aunts, uncles, cousins, and brothers- and sisters-in-law, the employee may use up to one (1) day sick leave. When an employee has to travel 500 miles or more, two additional days of bereavement leave without pay will be allowed.

#### D. Use to leave time pursuant to this Article is subject to the following rules:

1. Employees must specify the reason for which they are requesting the use of leave time; in case of personal illness, requests should be made as far in advance as possible, but in no event later than one (1) hour prior to their A.M. scheduled time, providing someone is available to receive notice; in case of illness or death in the immediate family, request must be made, except in emergency situations,

twenty-four (24) hours or one (1) work day, whichever is greater, prior to commencement of the required leave.

2. Abuse of leave days (i.e., absence for other than a legitimate purpose as defined by this Article) is cause for discipline up to and including discharge.
- E. An employee whose personal illness extends beyond his accumulated sick leave shall be granted an unpaid leave of absence of up to one (1) year (renewable at the discretion of the Board) from his last sick day, such leave to be subject to the same conditions as any other unpaid leave.
- F. An employee who incurs an illness or injury compensable under Worker's Compensation, may elect either to accept the Worker's Compensation and lose no sick leave (except if the employee uses sick leave during the Worker's Compensation period), or, the employee may elect to use sick leave providing he turns in his Worker's Compensation check to the District.
- G. The Board agrees to inform each employee, at least once per year, of the total number of sick leave days they have accumulated.
- H. Paid leave shall be granted to an employee who is required to serve on a jury provided any pay less expense for travel allowance said employee receives for such service is tendered to the District. Further, if the employee is not selected to serve on a jury and is relieved of such obligation, the employee shall immediately report for work. Employees may be assigned to appear upon being subpoenaed to testify as a court witness in a school related matter. Any witness fees, in such event, would be tendered to the District.
- I. Employees may make application to the District for any unpaid leave of absence not to exceed one (1) year, renewable at the discretion of the Board. Applications for such leaves shall set forth the following minimal information.
  1. Name, date, applicant's signature
  2. Nature of request
  3. Reason for the request and any additional data or documentation the employee feels will bear the merits of the requested leave of absence.
  4. Dates applicant desires to commence and terminate the leave of absence.
- J. Upon receipt of proper application, the District will review the request and the reasons advanced in support thereof. The granting or denial of an unpaid leave of absence other than in B. shall be discretionary with the Board. Within ten (10) days after receipt of proper application, the Board will render a decision to the applicant same.
- K. Unpaid leaves of absence as provided for in paragraph I. above shall be without pay, fringe benefits, experience credit and without sick leave accumulation. Upon return from an authorized unpaid leave of absence, the employee shall be restored to the same

position on the salary schedule as when he/she left and be entitled to other accrued benefits earned prior to unpaid leave.

- L. During the period of unpaid leave of absence that is over one (1) month, employees shall not be entitled to insurance benefits at District expense. Upon the approval of, and subject to the limitations established by the respective insurance carrier, and/or Federal or State Law, insurance benefits may be continued at the employee's expense by paying the appropriate premiums at the payroll office.
- M. An employee returning from a leave will be returned to his previously held position or a substantially equivalent position for which he is qualified, providing he may only displace an employee with less seniority than himself. If there are no employees who he is qualified to replace with lower seniority than the returning employee, he shall be placed on layoff.
- N. Any employee who fails to return from a leave of absence shall be considered a voluntary quit and shall lose all rights to employment in the District.
- O. Military leaves shall be granted to employees in accordance with applicable federal law. Questions and/or challenges regarding the application or interpretation of this Section are expressly limited to the courts.
- P. An unpaid leave of absence may be granted for personal reasons for a period of up to forty (40) days upon application to his immediate supervisor for approval. Such leave of absence shall not be extended and seniority rights shall accumulate during such leave.

## **ARTICLE XII MANAGEMENT RIGHTS**

The District retains all rights, powers and authority vested in it by the law and constitution of Michigan and the United States. The Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not be way of limitation, the right to:

- A. Manage and control the school's business, the equipment, the operation and to direct the working forces and affairs of the Employer.



- B. Continue its rights and past practice of assignment and direction of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees.
- D. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including physical conditions.
- G. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees specifically provided for in this Agreement.
- K. Determine the policy affecting the selection of new employees, testing or training of employees providing such selection shall be based upon lawful criteria.
- L. The Board shall not abridge the rights expressed provided in this Agreement.

**ARTICLE XIII  
MISCELLANEOUS**

**A. SUBCONTRACT – CUSTODIAL/MAINTENANCE AND CUSTODIAL AIDE  
EMPLOYEES ONLY**

The Employer shall have the right to subcontract work which employees in the bargaining unit are insufficient in number to perform, or which these employees are not

qualified to perform in a reasonable period of time, or work which is of project nature provided bargaining unit members are not displaced due to such work.

## B. UNION MEETINGS

The Employer shall allow employees to conduct union meetings on school property at an area designation by the Employer, provided such meeting does not conflict with any school or educational activity and is conducted on the employees own time. The Union shall request such space at least five (5) calendar days prior to said meeting.

The Union President may upon verification of operating knowledge and with permission from the Superintendent's office be allowed to use the following school equipment, including typewriter, duplicating equipment, and audio-visual equipment. The Union will reimburse the District for any costs incurred due to the use of said equipment.

## C. ACT OF GOD DAYS

On days when school is closed due to Acts of God days and those days are counted for purposes of state aid, Custodial/Maintenance employees will be required to report to work. On such days, Custodial/Maintenance employees who report to work will be paid at a rate of 1 ½ time their regular rate.

On such days, Custodial Aides may be asked to work at 1 ½ times their regular hourly rate. If the Custodial Aides choose not to work, they will be paid at their hourly rate.

On days when school is cancelled due to Act of God days and those days are not counted as days of state aid, employees may be required to work. Employees who work on such days shall receive their regular rate of pay while those employees who are not required to work shall receive no compensation for such days.

On Act of God days that the Superintendent, or his/her designee, determines that all employees are not required to report to work or are sent home early, Custodial/Maintenance and Custodial Aides will be paid their regular hourly rate.

## D. HEALTH INSURANCE

1. CUSTODIAL/MAINTENANCE: Effective July 1, 2011 for each Custodial/Maintenance employee, the Employer will continue the same medical insurance plan with the same the monthly contribution percentage amounts toward the health insurance premiums as were in effect for the 2010-11 school year. (S - 100%/2P - 95%/FF - 90%).

Effective August 1, 2011 the District will pay 90% of the premiums.

Effective July 1, 2012 the District will pay 85% of the premiums.

The remaining premiums will be paid by the employee via payroll deduction.

As soon as practicable after July 1, 2011 the health insurance plan will be changed to the MESSA Choices II plan:

Deductibles: In-Network: \$200/\$400  
Out-of-Network: \$400/\$800

Co-pays: Office visits/Urgent Care/Emergency Room: \$20/\$25/\$50

Rx Co-pays: \$10/\$20

2. CUSTODIAL AIDES: Effective July 1, 2011 Custodial Aides who are employed at least 180 days per year, eight (8) hours per day, may receive the amount equal to the single subscriber rate, for health insurance premium per month for twelve (12) months toward the purchase of health medical insurance or for one or more of the following options offered by the carrier approved by the Employer:
  - a. Short Term Disability
  - b. Long Term Disability
  - c. Term Life Insurance
  - d. Hospital Confinement Indemnity Insurance
  - e. Annuity – The annuity option is deleted for any employee hired on or after July 1, 1998.

Effective August 1, 2011 the Employer will pay 90% of the single subscriber rate toward the purchase of health insurance or the options listed above in Section 2.a-e.

Effective July 1, 2012 the Employer will pay 85% of the single subscriber rate toward the purchase of health insurance or the options listed above in Section 2.a-e.

Effective as soon as practicable after July 1, 2011 the medical insurance plan will be changed to the MESSA CHOICES II plan:

Deductibles: In-Network: \$200/\$400  
Out-of-Network: \$400/\$800

Co-pays: Office Visits/Urgent Care/Emergency Room: \$20/\$25/\$50

Rx co-pays: \$10/\$20.

The Employee's share of the premium costs and any premium cost for benefits selected by the employee which are beyond the health medical single subscription, will be paid by the employee via payroll deductions.

3. BUS DRIVERS: For Bus Drivers who are assigned to regular routes and driver must sign up for trips and accept the assignment when his/her turn comes up, (See Article XIII, Section L.) will receive the single subscribers rate toward the purchase of health medical insurance.

Effective August 1, 2011 the Employer will pay 90% of the single subscriber rate.

Effective July 1, 2012 the Employer will pay 85% of the single subscriber rate.

The Employee's share of the premium costs and any premium cost for benefits selected by the employee which are beyond the health medical single subscription, will be paid by the employee via payroll deductions.

The Benefits are the same as outlined in Section 2 above.

4. For other part-time employees who work more than 1,000 hours but less than 1,440 hours per year will receive the single subscriber rate toward the purchase of health medical insurance.

The Benefits are the same as Section 2 above.

5. The terms of insurance are subject to the rules and regulations of the Underwriter.

#### E. PERSONAL VEHICLES

Employees shall not be required to use their personal vehicle for school business, however, if any employee is requested by the Board and does voluntarily use his/her personal vehicle for school business, he/she shall be reimbursed at the rate set by Board Policy.

#### F. ON-THE-JOB INJURY

If any employee is injured in any way while on the job, it is imperative to report the incident to his/her supervisor immediately. He/she will then notify the Office and notify the injured employee what action to take. If the supervisor is unavailable, the employee should contact the Superintendent.

- G. The Employer agrees to provide sufficient bulletin boards in the buildings as are needed to carry Union announcements, notices of meetings, results of elections and notices pertaining to nominations and elections. These bulletin boards will be used exclusively by the Union for the above purpose.

- H. No Custodial/Maintenance or Custodial Aide employee will suffer any loss of pay during teacher conference days.

- I. All required tools for all employees shall be provided by the employer.
- J. All employees required by the employer to attend training classes or schools to further their education or training pertinent to their jobs with the employer shall have such training or schooling paid for by the employer. Employees work hours or shift hours shall not be changed nor shall any employee suffer any loss of pay as a result of attendance at such training or school.
- K. On days when there are no students in attendance, Custodial/Maintenance and Custodial Aide employees on the second shift may request and if approved, may begin work early. If approval is not granted, the employee will be told the reason for the denial.
- L. Extra Trips for Bus Drivers will be processed as follows:
  - 1. Each driver who has a desire to be assigned an extra trip will place his/her name on the "Extra Trip Roster" provided he/she is not on probationary status.
  - 2. New drivers must wait six (6) months, during which time school is in session, to be placed on the "Extra Trip Roster". The six month wait for new drivers may be waived by the Supervisor based on individual qualifications.
  - 3. The roster will begin at the beginning of the school year with the highest seniority approved driver.
  - 4. Extra trips will be posted.
  - 5. The driver whose name is highest on the list must promptly accept or reject the trip. If the driver rejects the trip, the next driver on the roster will have the right to accept or reject, etc.
  - 6. The driver(s) who accepts or rejects will have his/her name placed on the bottom of the roster for future consideration.
  - 7. If a trip is cancelled, the assigned driver's name will be placed at the beginning of the roster.
  - 8. In the event each driver on the roster rejects the trip, the driver whose name is on the bottom of the roster must accept the trip if assigned to it by the Supervisor.
  - 9. Drivers may not trade trips unless they are approved by the Supervisor.

10. Drivers with pre-approved absences that fall on the trip handout day may identify trips they would take in advance of the handout meeting and will be assigned a trip(s) if available when their turn in the rotation arrives.

11. Drivers may give up any run to take a trip.

M. Summer Driving for Bus Drivers:

1. Extra trips will follow the same procedure as outlined in L. above.
2. Regular routes will be offered to the most senior driver first. If refused, it will be offered to the next senior, etc. In the event each driver rejects the assignment the driver whose name is on the bottom of the driver seniority list must accept the route if assigned to it by the Supervisor. Repeat the procedure if necessary.

N. For Bus Drivers, the Board will pay the cost for a Commercial Drivers License (CDL) and its renewal including physicals, if required, for each driver if the driver reports to the place on the date and time scheduled by the Board for such physical. Or the Board will reimburse the driver up to \$50.00 for an exam conducted by a doctor of the drivers' choice provided the official, completed and signed physical exam forms are presented for payment to the Supervisor prior to receiving any reimbursement. All costs must be reimbursed to the Board by the employee in the event the driver terminates employment within ninety (90) days from the date of the physical.

O. Effective with the 2001-2002 school year, the District every two (2) years will provide each Bus Driver with one driver jacket. The Driver must wear the issued jacket while on duty when weather conditions require the use of a jacket.

P. Employee Evaluation: All newly hired Custodial/Maintenance, Custodial Aide and Bus Driver employees shall be evaluated prior to completing their 90 day probationary period. After the probationary evaluation, further evaluations will be completed annually by the department supervisor. The purpose of the evaluation is to assess the employee in regards to their expected job objectives. The job objectives will include but is not limited to the following:

1. The expected/desired results or what is to be accomplished.
2. The expected/desired actions or how something is to be done.
3. The expected/desired attitudes or willingness to act in a particular manner.
4. To stress the importance of personal improvement.

The written evaluation shall describe and analyze the employee's work assignment, provide an unbiased rating of performance and if needed, provide a plan for improvement.

The evaluation shall be signed by both the supervisor and employee. If the employee does not agree with their evaluation, the employee will be allowed to respond in writing within 5 days of their evaluation. Management will then respond in writing within 5 days to any concerns expressed by the employee. All evaluations will be maintained in the superintendent's office.

**ARTICLE XIV  
WAGES**

A. Custodial Aides:

<u>Year</u>	<u>2011-12</u>	<u>2012-13</u>
1	\$9.77	\$9.77
2	\$9.97	\$9.97
3	\$10.16	\$10.16
4	\$10.37	\$10.37
5	\$10.58	\$10.58
6	\$11.00	\$11.00
7	\$11.33	\$11.33
8	\$11.67	\$11.67
9	\$11.90	\$11.90
10	\$12.14	\$12.14

Custodial Maintenance:

<u>Year</u>	<u>2011-12</u>	<u>2012-13</u>
1	\$12.27	\$12.27
2	\$12.46	\$12.46
3	\$12.71	\$12.71
4	\$12.97	\$12.97
5	\$13.23	\$13.23
6	\$13.49	\$13.49
7	\$13.76	\$13.76
8	\$14.04	\$14.04
9	\$14.32	\$14.32
10	\$14.61	\$14.61

Bus Drivers:

<u>Year</u>	<u>2011-12</u>	<u>2012-13</u>
1	\$13.21	\$13.21
2	\$13.87	\$13.87
3	\$14.43	\$14.43
4	\$15.08	\$15.08
5	\$15.51	\$15.51
10 (longevity)	\$16.13	\$16.13



B. Lead Person Position for Custodial/Maintenance

1. Full year (filled by a full-time employee)
2. Regular custodial maintenance duties plus the following responsibilities:
  - a. Assist in scheduling the work;
  - b. Give direction to assist another employee(s);
  - c. Communicate frequently with the custodial/maintenance supervisor;
  - d. Gather proper supplies, materials and tools to conduct the work required by special projects and ongoing activity;
  - e. Be responsible for having the work completed correctly but will not be required to provide written evaluations of other employees.

C. Shift Leader for Custodial/Maintenance

1. Second Shift
2. Filled at option of Employer
3. Duties – same as B.2 above

D. Selection of Lead Person and Shift Leader for Custodial/Maintenance

1. Such position will be filled using the application/interview procedure. The Employer (representative) will select the best qualified applicant as determined by the administration.
2. The shift leader position may be filled by the Employer at will.

E. Additional Wage for Lead Person and Shift Leader for Custodial/Maintenance

1. Lead person                 \$1.19 per hour worked
2. Shift Leader                \$ .59 per hour worked

F. Custodial Aides shall receive twenty-five dollars (\$25.00) in the last paycheck of the calendar year, however, if the employee leaves the employ of the school district before the end of the school year, this amount shall be deducted from their last paycheck.

G. Second Shift Premium for Custodial/Maintenance and Custodial Aides: For second shift assignment (note: Beginning and ending times are not in Agreement) any hour worked after 3 p.m. shall have a \$ .10 shift differential payment for each hour worked after 3 p.m.

H. Each Bus Driver will be paid by his/her driving hourly rate for time spent in meetings (approved by the Supervisor) with parents of student who ride his/her bus.

I. On July 1<sup>st</sup> of each year all Custodial/Maintenance and Custodial Aide employees will have ten (10) work days to sign up for overtime opportunities due to building rentals. If an employee wants to be in the overtime rotation they must sign up. Those not signing up will not be asked to work overtime. If an employee that did not sign up in July changes their mind, they can have their name added to the overtime list at any time during the school year. Once added, the employee will be added to the rotation on the appropriate level equal to the employee with the highest number of hours worked.

## ARTICLE XV HOLIDAYS AND VACATIONS

A. Custodial/Maintenance employees shall be paid for their normal work day at their regular rates for the following holidays:

Labor Day	Day before New Years Day
Thanksgiving Day	New Years Day
Day after Thanksgiving	Good Friday – If school is not in session
Day before Christmas	Memorial Day
Christmas Day	Independence Day

Note: If classes are in session on Good Friday, Custodial/Maintenance employees shall work the full day and may have time off with pay, on a work day when classes are not in session.

B. Custodial/Maintenance will not normally be required to work on the above holiday. Full year employees required to work on a holiday will, in addition to holiday pay, be granted time and one-half of normal pay plus a half day vacation.

C. Full year Custodial/Maintenance employees who are not employed for the full twelve-month period shall only be granted those holidays which occur from the day they begin work for the school year until they leave for summer recess.

D. Custodial Aides shall be paid for their normal work day at their regular rate for the holidays of Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Good Friday if school is not in session and Memorial Day. If school is in session on Good Friday, Custodial Aide employees shall work the full day and may have time off with pay on a work day during the remaining portion of the school year.

- E. If any of the holidays stated above in A. and D. above occur on a Sunday, the following Monday shall be observed as the holiday. When any of the holidays occur on a Saturday, the preceding Friday shall be observed. When any of the above holidays occur on a Monday or Friday under this provision and school is in session, the eligible employees shall work the normal week of five (5) days and receive six (6) days pay.
- F. To be eligible for holiday pay, a Custodial/Maintenance and Custodial Aide employee must be a regular, full year employee on the day of the holiday. He/she must have been employed at least ninety (90) working days and must have worked his/her last regularly scheduled work day before the holiday and his/her first regular work day after the holiday. No holiday pay will be paid to an employee while he/she is on an unpaid leave of absence.
- G. Any Custodial Aide employee who works at least thirty-five (35) days during the summer will be paid for Independence Day of that year.
- H. All full year Custodial/Maintenance employees will be granted paid vacations as follows:

After one year of service	--	5 work days
After Two years of service	--	10 work days
After Eight years of service	--	15 work days
After Fifteen years of service	--	18 work days
After Twenty years of service	--	20 work days

Custodial Aides, who are paid out of general fund monies, shall receive five (5) days of paid vacation provided they fulfill their scheduled school year and summer work assignments. Said payment will be made at the conclusion of the summer assignment. Monies paid from Federal Grants do not qualify for paid vacation

- I. Vacation time for Custodial/Maintenance employees will be calculated on the basis of his/her seniority as of his/her anniversary date of employment and credited to the employee on that date.
- J. Vacation time is not cumulative. Earned vacation must be taken within the twelve month period immediately following the date on which the vacation is earned.
- K. Custodial/Maintenance employees who are entitled to vacation under this Article shall be required to submit to the Employer a written request, on or before May of each year, stating his/her proposed vacation periods for the forthcoming summer. In the event, due to conditions beyond the control of the employee, the employee cannot schedule his/her vacation by May 1, he/she will discuss the situation with the Supervisor. Thereupon the Supervisor may approve a vacation which is scheduled after May 1. If there are two (2)

or more employees who request the same vacation time off and both or all cannot be spared at such time, preference will be given to the employee with the greatest unit seniority. The employer must answer all employees' requests for vacation leave in writing within five (5) calendar days after receipt of such request.

L. Vacations for Custodial/Maintenance employees are normally to be taken in the period from the close of the school in June to the opening of school the following year. However, an employee may, at the discretion of the superintendent and subject to available staffing and District needs, take one (1) week of vacation during the school year.

M. Vacation time will be paid at the employee's normal rate.

N. Absence on account of sickness, injury, or disability in excess of that herein authorized for such purpose may be charged against vacation credit, at the option of the employee.

O. Bus Drivers shall receive holiday/vacation payments as follows:

- |  |          |
|--|----------|
| 1. Last Payday in December:                              | 2 days   |
| 2. For Christmas/New Years Recess,<br>Payment in January | 5 days   |
| 3. Last Check in June                                    | 3 day ** |

Each Day payment is equal to his/her regular work day wage.

\*\* Two (2) of these days may be used for bereavement.

## **ARTICLE XVI NO STRIKE CLAUSE**

The Union and Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

**ARTICLE XVII  
SEVERABILITY**

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supercede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

**ARTICLE XVIII  
ENTIRE AGREEMENT**

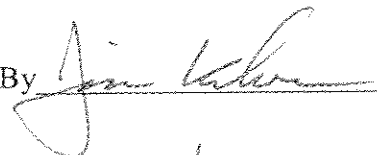
This Agreement constitutes the sole and entire existing Agreement between the parties and supercedes all prior practices, whether oral or written, and expresses all obligations of, and restriction imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

**ARTICLE XIX  
DURATION**


This Agreement shall be effective from July 1, 2011 and shall remain in full force and effect until June 30, 2013. The negotiation of a new Agreement shall begin upon the written request of either party made not more than sixty (60) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of July 1, 2011.

Local 517M of the  
Service Employees International Union

By 

It's Coordinator


By 

It's Pres.

Bangor Public Schools

By 

It's Supt. 9-13-11

By 

It's PRESIDENT