

## **AGREEMENT**

This Agreement is made and entered into this 1st day of July 2009, by and between the **Reading Community Schools**, hereinafter referred to as the “**Employer**”, and the Reading Community Schools **Custodial-Maintenance Employees, International Union of Operating Engineers, Local 547 - A, B, C, E, H - AFL-CIO**, hereinafter referred to as the “**Union**.”

### **ARTICLE 1**

#### **PREAMBLE**

WHEREAS, the Employer and the Union recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act, and the statement of policy contained therein; and

WHEREAS, both the Employer and the Union desire to establish cooperative and harmonious labor relations founded upon a mutually agreeable contractual relationship, the Employer and the Union have entered into good faith negotiations and reached agreement upon wages, hours and terms and conditions of employment.

### **ARTICLE 2**

#### **UNION RECOGNITION**

##### **Section 1. Union Recognition**

A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

B. The term “**employee**” as used herein shall include all full-time and regularly scheduled part-time Custodial and Maintenance employees, excluding supervisors, substitutes, and all other employees.

### **ARTICLE 3**

#### **UNION REPRESENTATION**

A. Upon request by the Union and approval by the building administrator and/or supervisor, Officers and/or accredited Representatives of the Union shall be admitted onto the Employer’s premises during working hours for the purpose of investigating employee concerns, and/or for assisting in the adjustment of grievances, provided that said visitation shall not be in areas or in a manner which would disrupt or interfere with the performance of work by an employee, and/or which would disrupt or interfere with the orderly and efficient operations of the school system. The Employer may require that such request be submitted in writing and that the Union Officers or

accredited Representatives present proper credentials to the building administrator and/or supervisor.

B. The Union shall notify the Employer in writing of those Officers and Representatives with whom it will be conducting business on behalf of the employees, and the authority and capacity of those Officers and Representatives. It shall notify the Employer in writing of any changes in the identity, capacities or authority of those Officers and Representatives. The Employer shall notify the designated Union Representative or any newly hired bargaining unit employee, including his/her name, address, social security number, date of hire, classification and assignment.

C. Employees who are designated Officers and/or Representatives of the Union, and are engaged in meetings with representatives of the Employer which are scheduled during work time with the approval of the Employer, shall be released from work without loss of pay to participate in the scheduled meetings.

D. The employees shall be represented by a Chief and an Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be furnished to the Employer in writing by the Union.

E. The Employer shall supply the Chief Steward the following information within a newly hired employee's first (1st) week of employment: name, date of hire, address, social security number, classification and job location.

## **ARTICLE 4**

### **UNION DUES AND SERVICE FEES**

A. Upon signed authorization of the employee, the Employer agrees to deduct the monthly Union dues and service fees and transmit the deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month following the month in which said deductions were made, together with a listing of each employee, the employee's social security number, and the amount that is deducted each month. The Union shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made.

B. During the term of this Agreement, all employees shall pay either the monthly membership dues of the Union or the appropriate service fee, not to exceed the amount of the dues uniformly required of members of the Union. The employee may pay such dues or fees directly to the Union, or authorize payment through payroll deduction, as herein provided.

The Union shall certify to the Employer, at the beginning of the school year, the membership of the Union subject to deduction of membership dues and the amount of the monthly dues to be deducted. The Union shall also certify to the representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Union, provided that if an employee objects to the appropriate amount of the service fee, the amount of the deduction contested shall be placed in an

escrow account as required by law until a determination of the appropriate amount of the deduction has been determined.

“A bargaining unit member contesting the appropriate amount of service fee assessed by the Union and to be deducted under the provisions of this Article must first exhaust the union’s administrative procedures in this context. The remedies of those procedures shall be exclusive, and unless and until such procedures shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application or interpretation of this Article shall be subject to the Grievance Procedure set forth in this Agreement.”

The remedies of such procedures shall be exclusive, and unless and until such procedures, shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the Grievance Procedure set forth in this Agreement.

In the event that an employee shall not pay such service fee directly to the Union, or authorized payment through payroll deduction, the Employer shall, upon completion of the procedures contained herein, at the request of the Union and pursuant to MCLA 408.477; MSA 17.277(7), deduct the service fee from the employee’s wages and remit same to the Union.

The Union, in all cases of mandatory fee deduction pursuant to MCLA 408-477; MSA 17.277(7), shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the employee that a request for wage deduction may be filed with the Employer in the event compliance is not effected. If the employee fails to remit the service fee or authorize deduction for same, the Union may request the Employer to make the deductions. The Employer, upon receipt of the request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Union or has authorized payroll deduction for same.

A bargaining unit member who, because of sincerely held religious beliefs, or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations, shall not be required to join or maintain Union membership or otherwise financially support the Union as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees, and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donations shall be made to one of three such charitable organizations as mutually designated by the District and the Union.

The board agrees to provide Engineers Political Education Committee (EPEC) check-off upon receipt of voluntary deduction authorization cards if permitted by law.

The Union agrees to indemnify and hold the Board, including each individual School Board member and its agents, harmless against any and all claims, demands,

costs, suits, damages, awards, judgments, or other forms of liability and expense, including but not limited to, back pay damages and court or administrative agency costs that may arise out of or by reason of any action or legal stance taken by the Employer for the purpose of complying with this Article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the union to the demanding party and at no time shall the Employer be obligated to pay out any monies for any reasons associated with the provisions of this Article.

## **ARTICLE 5**

### **RIGHTS OF THE EMPLOYER**

A. The Employer hereby retains and reserves unto itself the right and ability to exercise all of its inherent and legal rights, authority, powers and prerogatives vested in it as a public Employer of the State of Michigan, including and without limited the generality of the foregoing, the rights to:

1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations;
2. Hire all employees, determine their qualifications and the conditions for their continued employment, evaluate their performance, and direct the activities and work of its employees;
3. Assign, transfer, promote, demote, discipline, suspend and/or discharge employees;
4. Determine the size of the work force, positions of employment, job descriptions, and whether to expand or reduce the work force and/or create, eliminate or modify positions of employment;
5. Establish, continue or revise policies and/or rules and regulations regarding the conduct and behavior of its employees, the manner and method of performing work, and the procedures for administering and accounting for employee attendance;
6. Establish, modify, change, reduce or cancel any work hours, work days, business hours, business days, school days, and/or school schedules, calendars and hours of operation;
7. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof;
8. Determine the standards of operation and performance, and determine the means, methods and processes of performing and/or accomplishing the work to be done, including the assignment and distribution of tasks and work among the work force of the school district;

9. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;

10. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations, and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

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

B. The express inclusion of an affirmative statement or delineation of any specific rights of the Employer anywhere in this Agreement shall not, by implication, exclude or diminish those remaining rights and powers of the Employer not so mentioned and hereby retained by the Employer.

## **ARTICLE 6**

### **SAFETY PRACTICES**

The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, in accordance with the Occupational Safety and Health Act, State and local regulations.

## **ARTICLE 7**

### **JURISDICTION**

Employees of the Employer who are not members of the bargaining unit covered by the terms of this Agreement shall not be assigned to perform work that has been exclusively done by bargaining unit employees, except for purposes of instructional training, experimentation, emergencies, temporary work projects and/or in situations where such usage does not reduce the current regularly scheduled hours of any employee or the current number of employees in the bargaining unit covered by this Agreement. The Employer and the Union expressly acknowledge and agree that the limitations of this provision do not apply in any way to limit the Employer's use of volunteers or contracted services to perform any work, whether that work has been exclusively done by bargaining unit employees or not.

## **ARTICLE 8**

### **DISCIPLINE AND DISCHARGE**

- A. Upon satisfactory completion of the six (6) month probationary period, an employee will not be disciplined or discharged without sufficient cause.
- B. At his/her request, an employee shall be entitled to have a Union Representative present when he/she is being questioned with regard to any incident which may result in discipline against the employee, and/or when he/she is being disciplined or discharged in person by a representative of the Employer.
- C. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union.

## **ARTICLE 9**

### **SENIORITY**

- A. Seniority shall be defined as the length of an employee's continuous and uninterrupted service in the bargaining unit from the employee's most recent date of hire. Time spent on lay-off or unpaid leave of absence shall not accumulate as service time for seniority, but shall not constitute a break in continuous employment.
1. A newly hired employee shall be on a probationary status for six (6) months, taken from and including the first (1st) day of employment. If at any time prior to the completion of the six (6) month probationary period the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first (1st) ninety (90) calendar days of employment shall work additional days equal to the number of days absent, and such employees shall not have completed their probationary periods until these additional days have been worked.
- B. After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.
- C. An employee will lose their seniority for the following reasons:
1. The employee resigns;
  2. The employee retires;
  3. The employee is discharged for cause, and such discharge is not reversed through the Grievance Procedure;

4. Excessive absence, which is defined as absence in excess of an employee's paid leave days and for which no unpaid leave of absence is provided under the terms of this Agreement or by law;
5. Quit and/or abandonment, which is defined as a written or verbal statement, an act, conduct and/or behavior communicated to and/or observed by supervisory representatives or the Employer that indicate to the supervisory representative of the Employer that the employee has made a decision to relinquish his or her position of employment and discontinue working for the Employer. An absence by an employee for more than two (2) consecutive workdays without the employee contacting his or her supervisor to report the reason for his or her absence shall be deemed an abandonment.

D. An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about July 1st or each year. Such list shall contain each employee's name, date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

## **ARTICLE 10**

### **WORK SCHEDULES AND HOURS**

A. Normal Full-Time Work Week

The normal workweek for a full-time employee shall consist of forty (40) hours as scheduled by the Employer Monday through Friday. The Employer may implement a regular workweek schedule outside of the normal workweek schedule with at least two (2) weeks prior notification to the Union. Where the implementation involves involuntary transfers of employees, it shall be done by transfer of the least senior employees qualified to perform the work of the scheduled positions. The normal scheduled work day for an employee shall consist of a number of consecutive work hours scheduled by the Employer, which shall include an unpaid thirty (30) minute lunch period for employees scheduled to work six (6) or more hours on a scheduled work day. The lunch period is to be scheduled by the supervisor. Employees regularly scheduled to work less than forty (40) hours in a workweek are regularly scheduled part-time employees.

B. Rest Periods

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first (1st) four (4) hours worked per day; and one (1) fifteen (15) minute rest period during the second (2nd) four (4) hours worked per day. The supervision shall determine the normal times for the break.

C. An employee permitted to come to work at his/her scheduled shift starting time without being notified by the Employer that there would be no work, and/or an employee who is called back or called into work, shall be provided not less than two (2) hours of work at the applicable rate of pay.

D. Distribution of Overtime

Whenever the Employer determines that there are additional work hours of exclusive bargaining unit work beyond the regularly scheduled hours of bargaining unit employees available for assignment to bargaining unit employees, the additional hours shall be assigned on a seniority rotation basis among bargaining unit members to provide an equalization of opportunity to work additional hours. The Supervisor may assign work out of rotation when the available hours to be worked are practical to be worked as an extension of the employee's shift. Hours will not be charged against the employee's hours worked in the assignment rotation. A bargaining unit employee may be bypassed in the rotation for assignment of additional hours when that employee is not qualified to perform the work available. Where all employees have refused the initial offer of additional hours through the rotation, and the Employer is unable to secure a substitute to work the available additional hours, the additional hours will be assigned to the lowest seniority employee in the bargaining unit who is qualified to perform such work and to whom the assignment of the additional hours will not result in the payment of overtime rates or will minimize the payment of overtime rates. The supervisor is responsible for making the appropriate telephone calls to assign the available work hours or to secure a substitute. Any error in the assignment of additional hours will be corrected only by the assignment of the next available additional work hours to the bargaining unit employee mistakenly bypassed.

E. Overtime Rates

Overtime rates will be paid as follows:

1. Time and one-half (1-1/2) will be paid for all hours worked by the bargaining unit employee in excess of forty (40) hours in the same work week.
2. Time and one-half (1-1/2) will be paid for all hours worked on Saturday, which are not part of the employee's regularly scheduled work week.
3. Double time (2x) will be paid for all hours worked on Sunday.
4. Employees required to work on any of the designated paid holidays shall receive double time (2x) for hours worked in addition to the regular holiday pay.

F. Shift Differential

Employees who are regularly scheduled to work the second (2nd) shift (a shift beginning 2:00 p.m. or after and ending 11:00 p.m.) shall receive a shift differential of fifteen cents (\$.15) per hour for all hours worked on that shift. Employees who are regularly scheduled to work the third (3rd) shift (11:00 p.m. to 7:00 a.m.) shall receive a

shift differential of twenty cents (\$.20) per hour for all hours worked on that shift. Shift differential premiums will only be paid when the employees work second (2nd) or third (3rd) shifts. Employees who are regularly scheduled to work the first (1<sup>st</sup>) shift (a shift beginning 5:00 a.m. or after and ending 4:00 p.m. or before) will not be paid shift differential premiums for any hours worked during that time period.

G. Employee Classification

Custodial Employees

Custodial Employees will perform general custodial duties to maintain a clean, safe and healthy environment for the students and staff of the Reading Community Schools as outlined in their custodial job descriptions. Additionally, custodial employees will perform light maintenance functions customarily associated with their custodial positions as performed in the past. Major breakdowns and repairs of such breakdowns shall be the responsibility of the maintenance supervisor with professional repairmen to be called when determined to be necessary by the maintenance supervisor. If questions or concerns regarding the assignment or definition of light maintenance duties arise, a meeting shall be called between the superintendent and the union representatives with three (3) workdays to discuss and resolve the matters of concern.

Custodial-Maintenance Employees

Custodial-Maintenance Employees will perform general custodial maintenance duties to maintain a clean, safe and healthy environment for the students and staff of the Reading Community Schools as outlined in their custodial-maintenance job descriptions. Additionally, custodial maintenance employees will perform light maintenance functions customarily associated with custodial positions as performed in the past and perform other maintenance duties involving the ability to work with power tools, heating systems, plumbing, and other tasks as may be required by the maintenance supervisor. Major breakdowns and repairs of such breakdowns shall be the responsibility of the maintenance supervisor with professional repairmen to be called as determined necessary by the maintenance supervisor. If questions or concerns regarding the assignment or definition of maintenance duties arise, a meeting shall be called between the superintendent and the union representatives within three (3) workdays to discuss and resolve the matters of concern.

H. Each year all members are required to take four days without pay off from work.

**ARTICLE 11**

**VACANCIES**

A. A vacancy is defined as a bargaining unit position which the Employer has decided to fill because of a resignation, retirement, termination, abandonment, quit, or

newly created position, after any recall or transfer of an employee has been made. No vacancy exists where an employee is on leave from a position.

B. The Employer will post notice of all vacancies on a designated bulletin board in each school building in which bargaining unit employees work. All such vacancies shall remain posted for a period of at least five (5) working days prior to being filled. Said posting shall contain the following information:

1. Title of position;
2. Work location;
3. Anticipated starting date;
4. Current rate of pay;
5. Scheduled work hours.

C. In the event that such vacancy or new job would result in the promotion of present employees, the Employer, upon receipt of all applications, shall consider the seniority of the applicants and the employee's ability to do the required duties of the job. The Employer shall then assign the applicant who is the more senior employee and does possess the necessary qualifications to do the job, provided the employee has demonstrated, through past work performance, a good work record, potential leadership qualities, ability to establish good working relationships with other school personnel, cooperative attitude, ethical and professional behavior. The employee who is awarded the promotion shall be placed on a probationary status in the vacancy for a period of sixty (60) workdays at the employee's present rate of pay. Upon satisfactory completion of the probationary period, the employee shall be paid the rate of their position retroactive to the date the employee first assumed the position. In the event that the employee does not perform their duties to the satisfaction of the Employer during the probationary period, the Employer may return the employee to their former position, or in the event that the employee desires to return to their former position during the probationary period, the Employer shall honor the employee's request.

## **ARTICLE 12**

### **TEMPORARY ASSIGNMENTS**

An employee who is temporarily assigned to assume the duties of a position in another classification for a period of four (4) consecutive hours or more, will receive the rate of pay for the position based upon the step of the wage schedule to which he or she would be entitled if assigned to work in that classification. The employee shall not be paid less than the employee's regular hourly rate of pay for the hours worked in the other classification position.

## **ARTICLE 13**

### **NEW JOBS**

A. When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the job in question, and he shall designate rate classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job, which has been placed into effect upon the institution of such job.

B. The new classification and pay rate shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing to the Employer to negotiate the classification and pay rate. The negotiated pay rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed.

## **ARTICLE 14**

### **LAYOFF OF EMPLOYEES**

A. When the need exists, and the Employer decides to reduce the number of employees within the bargaining unit, employees shall be laid off in order of least seniority within the classification being reduced, provided there are more senior employees remaining within the classification who are qualified and able to perform all the job duties of the less senior employees being replaced and laid off. Employees laid off from a classification shall, upon written request, be retained in positions in lower paid classifications within the bargaining unit, provided they are more senior and qualified and able to perform all the job duties of less senior employees in the lower paid bargaining unit classification being replaced and laid off.

B. Employees shall be laid off and recalled according to their seniority rights within their classification. An employee on scheduled lay-off shall immediately exercise their seniority and displace a lesser seniority employee in a lower series classification, provided the senior employee is qualified to hold the position held by the lesser seniority employee.

C. The Employer shall maintain a laid off employee on the recall list for a period equal to the employee's length of seniority in all classifications not to exceed five (5) years, nor less than one (1) year. Employees must advise the Employer of any change of address. Recall notice will be sent to the last address on file with the Employer. Failure to respond within five (5) workdays, or return of notice without forwarding address, will justify bypassing employee for the position. When positions become available in a bargaining unit classification, employees on layoff will be recalled in order of greatest seniority within the classification from which they were laid off to

positions in the same or lower paid classifications, provided they are qualified and able to perform all of the job duties of the position.

## **ARTICLE 15**

### **SPECIAL CONFERENCES**

Representatives of the Employer and the Union, by mutual agreement, may meet from time to time for the purpose of reviewing the administration of the contract, or any other subject, which shares a community of interest, and to resolve problems, which may arise. The meetings shall not occur more frequently than one (1) workday in one (1) month period. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering the topics to be discussed.

There shall be three (3) copies of any final agreement. One (1) copy shall be retained by the Employer and two (2) by the Union.

## **ARTICLE 16**

### **GRIEVANCE PROCEDURE**

A. A grievance is defined as a claim by an employee and/or the Union that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.

B. **Step One**

When an event occurs that gives rise to an alleged grievance, it is desirable to make every attempt to resolve the issue orally, before it is submitted to writing. The employee and/or the Union Representative shall first discuss the issue with the immediate supervisor within the five (5) days of the occurrence, or discovery thereof of the events upon which it is based. If no resolution is reached within three (3) days of the discussion, the Union Representative shall arrange to meet with the Superintendent, and/or his designee, to discuss the issue. If the issue is not resolved within five (5) days after the meeting, then the grievance will be processed to Step Two.

C. **Step Two**

A copy of the written grievance with any responses shall be filed with the Superintendent or his designated representative. Upon receipt of the written grievance within the timelines provided for appeal, the Superintendent shall arrange to meet with the Union Representative within ten (10) workdays to discuss the grievance. The Superintendent shall have ten (10) workdays following the discussion within which to respond in writing to the employee of the Union Representative.

D. **Step Three**

If the Union is not satisfied with the response of the Superintendent, or if no response is made within a ten (10) day timeline, the Union may appeal the grievance to the Board of Education by filing a copy of the grievance with the Secretary of the Board. The School will keep the Union informed as to the name of the Secretary of the Board.

Upon receipt of the written grievance within the timeline for the appeal, the Committee of the Board shall arrange to meet with the Union Representatives and the Superintendent to hear the grievance, which may include a presentation of relevant testimony and documentary evidence by the respective representatives. At the next regular Board Meeting following the hearing, the Board of Education shall make a determination and render its decision on the grievance. The decision shall be reduced to writing and provided to the Union within ten (10) workdays of the Board Meeting.

E. **Step Four**

1. If the Union is not satisfied with the response of the Board of Education, or if no response is made within the timeline specified, the Union may appeal the grievance to arbitration by filing demand for arbitration with the American Arbitration Association within ten (10) work days after receipt of the Board of Education's response, or the deadline for the response, whichever occurs first, with a copy mailed simultaneously to the Superintendent. Selection of the arbitrator shall be governed by the rules of the American Arbitration Association, which shall likewise govern the arbitration proceedings.

2. The arbitrator shall render a decision based upon the interpretation of the provisions of this Agreement and shall have no jurisdiction to add to, subtract from, change, modify, or alter any of the terms of this Agreement, or any written amendments thereof, or to specify or impose any new terms upon the parties, or to substitute his/her discretion for that of any of the parties to this Agreement. Furthermore, the arbitrator shall have no jurisdiction to rule upon the termination of any probationary employee, the content of any performance evaluation unless it involves termination, and/or the content of any job description. The decision of the arbitrator shall be final and binding upon the employees, the Employer, and the Union, provided the matter is arbitrable and the decision of the arbitrator is made within the scope of his/her authority under the terms of this Agreement. The fees and expenses of the arbitrator shall be borne solely by the non-prevailing party. All other fees and/or expenses shall be paid by the party incurring them.

3. Failure of the employee or the Union to appeal a grievance to the next level of the procedure within the time limits specified shall be deemed withdrawal of the grievance, and acceptance of any response provided by the Employer. Failure of any representative of the Employer to respond at any level within the timelines specified shall enable the Union to appeal to the next level of the Grievance Procedure within the designated timelines. It is understood that the timelines may be extended by mutual agreement between the parties.

4. Grievances involving discharge of an employee shall be initiated at Step Two of the procedure by filing a written grievance with the Superintendent or his designated representative within forty-eight (48) hours of the date of discharge. The grievance shall be processed thereafter according to the subsequent Steps of the Grievance Procedure.

5. Any grievance filed must be submitted in writing and conform to the following criteria:

- a. It shall state the date submitted to the Employer;
- b. It shall state the date of the events upon which it is based;
- c. It shall be specific, state the synopsis of the facts giving rise to the alleged violation, and cite the provisions of the Agreement, alleged to have been violated;
- d. It shall state the relief requested;
- e. It shall be signed by the grievant or grievants and a Union Representative.

6. The following subjects shall not constitute the basis for any grievance and are hereby excluded from any consideration under the Grievance Procedure and shall not be processed:

- a. The termination of any probationary employee;
- b. The content of any performance evaluation, unless it involves termination;
- c. The content of any job description.

## **ARTICLE 17**

### **PRO RATA BENEFITS**

Part-time employees shall be entitled to the same benefits as full time employees, but shall be paid an amount equal to the amount of daily scheduled hours. This does not include health, life, dental or vision insurance.

## ARTICLE 18

### PAID LEAVES

A. Each Custodial/Maintenance employee shall be entitled to twelve (12) sick days annually. Unused sick days at the conclusion of the year shall be allowed to accumulate to a total of one hundred twenty (120) days.

B. Sick leave days may be used by the employee for an incapacitating illness or accidental injury, which prevents the employee from being able to perform the duties of his/her position. The Employer may require the verification from a physician of the illness or injury of the employee, including a projected recovery date, in the case of extended absences longer than three (3) days and in case of chronic or repeated absences.

C. Each Custodial/Maintenance employee shall be entitled to three (3) leave days annually that may be used to conduct business of a personal nature which cannot be completed outside of normal working hours. A custodial/maintenance employee may use one (1) of the three (3) leave days annually for the designated "Fair Day" if available.

D. **Funeral Leave**

A maximum of three (3) paid leave days shall be provided each work year to an employee for the purpose of attending the funeral of a member of his/her immediate family, limited to the employee's father, mother, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, brother, sister, spouse, child, step-child, grandchild or step-grandchild.

Additional time off for traveling to said funeral may be granted, if warranted, and deducted from the employee's allowable sick leave.

E. **Jury Duty**

An employee called for jury duty shall notify the Building Principal as soon as possible. An employee who serves on jury duty shall receive his/her regularly scheduled daily rate of pay for each day the employee is required to be absent from work because of jury duty. However, any compensation (excluding mileage and meals) received by the employee for jury duty shall be remitted by the employee to the school district. When an employee on jury duty is released from jury duty obligations in time to report to work and work at least two hours of his/her regularly scheduled shift assignment, the employee shall report to work. No employee shall receive any additional pay for serving jury duty in addition to working the employees' regularly scheduled shift assignment. Pay for jury duty is only for hours of work lost by the employee during the time the employee is obligated to serve on the jury.

## ARTICLE 19

### UNPAID LEAVE

A. Following two (2) years of employment, a Union member may request, and upon approval of the Board, be granted a leave of absence without pay not to exceed one (1) year, subject to renewal at the discretion of the Board, for:

1. Serving in any elected or appointed position, public or private;
2. Child care leave;
3. Educational leave;
4. Military leave;
5. Other;

6. To the extent required by the Family and Medical Leave Act, an eligible employee shall be granted leave and other rights specified by that law whether or not the same are specifically enumerated in this Agreement. When leave is taken by an eligible employee under the Family and Medical Leave Act, the Employer shall likewise enjoy and reserve all rights afforded to it by that law, whether or not those rights are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including employer and eligible employee rights and responsibilities, shall be supplementary to this Agreement, and shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

B. Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of said leave.

C. Application for return from leave shall be filed with the Superintendent of Schools not later than thirty (30) days prior to the expiration of the leave.

D. Requests for extension must be submitted in writing thirty (30) days prior to the expiration of the leave.

E. Upon return from leave, a bargaining unit member shall be returned to the position that he/she held at the time that leave of absence was granted, or to similar position to which his/her seniority and qualifications entitle him/her. For employees eligible under the Family and Medical Leave Act, compliance with the requirements of this paragraph shall be considered as restoration to an equivalent position.

## ARTICLE 20

### INSURANCE

A. Each full-time bargaining unit employee shall be entitled to health insurance coverage for the employee as permitted by the health insurance plan provided by the Employer upon the employee's enrollment. If employees spouse has insurance available through their employer, the spouse and dependents will not be covered under this agreement. If insurance is not available through spouse's employment, then employees spouse and dependents may be covered, as permitted, by the health insurance plan. The health insurance plan is: Blue Cross Blue Shield HSA PPO medical plan with a \$2,500 annual deductible per family or \$1,250 annual deductible per single

Any amount of the premium cost to be paid by the employee shall be deducted from the employee's pay monthly. It shall be the responsibility of the employee to notify the Employer of any change in his or her dependents affecting their eligibility for coverage. An employee shall be required to reimburse the Employer for any amount of the health insurance premium paid by Employer for an ineligible dependent. Any employee providing false information to obtain health insurance coverage for the employee or any other person from Employer shall be subject to discharge. Full-time bargaining unit employees otherwise entitled to health insurance coverage may elect not to enroll for health insurance coverage and receive a cash payment equal to twenty-five percent (25%) of the annual health insurance premium amounts which would have been paid by the Employer for the employee only coverage to be paid in equal installments over the pay periods of each fiscal year (July 1 through June 30) through an Internal Revenue Code Section 125 plan.

B. Each full-time Custodial/Maintenance employee shall receive full family dental according to the benefit specifications applicable to other school district employees under the school district plan and vision insurance paid for by the Board.

C. For the health, dental, and vision insurance, the Board reserves the right to select the carrier.

D. The Board of Education shall furnish a five thousand dollar (\$5,000.00) term life insurance policy for each Custodial/Maintenance employee.

E. All insurance provisions are subject to change at any time subject to agreement by both parties.

**ARTICLE 21**

**HOLIDAYS**

A. The Employer will pay the normal day's pay for the following holidays:

Fourth of July	Christmas Eve Day
Labor Day	Christmas Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	New Year's Eve
Memorial Day	New Year's Day

B. An employee shall not be charged with the use of a vacation or sick leave day on any of the above named holidays. An employee must work his/her scheduled day before and after a holiday to be eligible for holiday pay, except when the employee is absent on an authorized paid leave day, in which case, the employee must work his/her next scheduled day before and after the holiday and any paid leave days authorized by this Agreement.

C. When the scheduled holiday falls on a Saturday or Sunday, the holiday shall be observed on the following Monday, unless mutually rearranged between the Employer and the employee. Employees who are absent due to illness or injury on the holiday, or the day before or after the holiday, may be required to submit verification of the illness or injury from a physician as a condition for receipt of holiday pay.

**ARTICLE 22**

**VACATIONS**

Each bargaining unit employee shall be entitled to one (1) week vacation after one (1) full year of service; two (2) weeks of vacation after three (3) full years of service; and three (3) weeks of annual vacation after seven (7) full years of service and four (4) weeks of vacation after twelve (12) full years of service. No employee shall be granted less weeks of vacation than he or she was granted for the 1999-2000 fiscal year, prior to July 1, 2000. All vacation time shall be scheduled with the Supervisor of Buildings and Grounds.

To earn a full paid vacation, an employee must have actually worked or been compensated for a minimum of 80% of his regular scheduled hours during the employment year for which vacation pay is due. An employee credited with less than 80% of his regular scheduled hours during such year shall receive a paid vacation on a prorated basis by dividing the number of hours credited during the year by 80% of his regularly scheduled hours and applying the resultant percentage to the vacation benefit to which he would otherwise be entitled; providing that, if this results in a fraction of a day of vacation of four (4) hours or more, it shall be increased to the next full day, and otherwise the fraction shall be dropped. Employees terminating employment, or on a

leave of absence shall receive pro-rata vacation allowance based upon this same procedure.

## **ARTICLE 23**

### **RETIREMENT COMPENSATION**

In the event of retirement, the Board agrees to pay the employee twenty-five dollars (\$25.00) per day for any accumulated sick days over fifty (50), up to maximum of fifty (50) days.

## **ARTICLE 24**

### **UNIFORMS**

Employees shall be required by the Employer to wear uniforms and designated footwear while at work. The style, design, materials and other specifications shall be established by the Employer. The Employer shall provide uniforms for all of the employees covered by this Agreement. The Employer will provide six (6) changes per week, with the uniforms to be laundered and maintained by a uniform rental company. The employees are required to wear furnished uniforms and use good judgment in the care of the uniforms.

## **ARTICLE 25**

### **BULLETIN BOARDS**

A. Employer designated bulletin boards shall be made available by the Employer, in each of the buildings of the Employer, in which there are employees covered under this Agreement who are employed within those buildings, with the bulletin boards to be used by the Union, and with such bulletin boards to be used for the following notices:

1. Recreational and social affairs of the Union;
2. Union meetings;
3. Union elections;
4. Reports of the Union;
5. Rulings or policies of the Local or International Unions.

B. Notices and announcements shall not contain anything political or controversial or anything reflecting upon the Employer, any of its employees, or any other labor organization among its employees, and no material, notices or announcements which violate the provisions of this Section shall be posted. The

posting of all such notices shall be done by either the Union Officers, Representatives, or the Chief or Alternate Stewards.

## **ARTICLE 26**

### **GENERAL**

#### **A. Continuing Education**

The Employer agrees to pay the full tuition fee for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other related professional growth activity of a nature specifically designed to provide on-the-job related improvement, when required.

#### **B. Physical Examinations**

The Employer agrees to pay the full cost of any Employer required physical examinations, with such physical examinations to be conducted by the Employer's selected physician.

#### **C. Workers' Compensation**

If an employee suffers a work related illness or injury, he/she will, as soon as possible, fill out Form MDL-1-100 included in this Agreement as Appendix A.

#### **D. Tax Sheltered Annuities**

The Board shall limit the number of tax-sheltered annuities to the companies presently being used, up to a maximum of three (3) companies.

#### **E. Mileage**

Employees using their own vehicles at the request of the district shall receive the established I.R.S. rate per mile.

## **ARTICLE 27**

### **DURATION OF AGREEMENT**

#### **A. Entire Agreement**

This agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations imposed upon the Employer and the Union. This Agreement is subject to amendment, alteration or additions only by subsequent written Agreement between and executed by the Employer and the Union. The waiver of any breach, term

or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

**B. Separability**

If any provision of this Agreement shall be found by a court or tribunal of competent jurisdiction to be contrary to law or becomes unlawful due to legislative enactment, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect, to the extent allowed by law.

**C. Waiver**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the duty and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The Employer shall have the right to deal with such subjects or matters by the exercise of its management rights without prior negotiations during the life of this Agreement, unless the parties mutually agree to enter into negotiations for an amendment of this Agreement concerning such subjects of matters.

**D. Continuity of Operations**

The Union, its agents or employees shall not authorize, promote or engage in nor condone any strike, work stoppage or job action of any kind. The Employer agrees not to engage in a lockout during the term of this Agreement.

**E. Term of Agreement**

This Agreement shall become effective upon ratification by the bargaining unit and the Board of Education and shall continue in effect through the 30th day of June, 2012, at which time it shall terminate unless extended by written agreement of the parties. No terms shall be applied retroactively unless expressly stated otherwise in the particular provision of this Agreement. This agreement will be opened for negotiations of all monetary and insurance provisions for the 2010-2011 and the 2011-2012 school years.

F. **Successor Negotiations**

At any time within ninety (90) days prior to the termination date of this Agreement, either party may serve written notice to the other of its desire to begin negotiations upon a successor collective bargaining agreement and negotiations shall begin within thirty (30) days from the receipt of the notice.

G. **Execution of Agreement**

This Agreement is hereby made and entered into this 1<sup>st</sup> day of July, 2009 by and between the Employer and the Union whose authorized representatives have affixed their signatures attesting thereto as follows:

**READING SCHOOLS**

**INTERNATIONAL UNION  
OF OPERATING ENGINEERS,  
LOCAL 547, AFL-CIO**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Board President

\_\_\_\_\_  
President

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Recording/Corresponding  
Secretary

## SCHEDULE A

<b><u>Step</u></b>	<b><u>Effective 07/01/08</u></b>	<b><u>Effective 07/01/09</u></b>
1	\$10.16	10.16
2	\$11.27	\$11.27
3	\$12.45	\$12.45
4	\$13.56	\$13.56
5	\$14.85	\$14.85

Employees assigned to positions in the custodial classification shall be paid at an hourly wage rate on the applicable step of the wage schedule above. Employees assigned to positions in the custodial/maintenance classification shall be paid at an hourly rate that is twenty-five cents (\$.25) higher than the step of the wage schedule at which the employee would be paid in the custodial classification as provided above. Rates of pay will be increased commensurately with that of the teachers association should that association receive a raise.

### **Longevity Payment**

After fifteen (15) years of employment, an additional twenty cents (\$.20) per hour.