

HOUSEKEEPING & SUBSTANTIVE CHANGES

CUSTODIAL AND MAINTENANCE PERSONNEL

MASTER AGREEMENT

BETWEEN

LOCAL UNION NO. 580
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA

AND THE

BOARD OF EDUCATION

OF THE

HOLT PUBLIC SCHOOLS

JULY 1, 2008 – JUNE 30, 2012

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THIS AGREEMENT, made and entered into as of July 1, 2008, by and between the Board of Education, Holt Public Schools, party of the first part, and hereinafter termed the Board, and Local Union No. 580 of the Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, hereinafter termed the Union;

Whereas: the Board is required by law to negotiate with the Union on wages, hours, and the terms and conditions of employment of custodians, bus mechanics, and maintenance persons, and the parties through negotiation in good faith have reached an agreement on all such matters and desire to execute this Agreement.

SECTION 1.0 RECOGNITION

SECTION 1.1

The Board recognizes the Union as the sole and exclusive representative in collective bargaining as defined in Section II of Act 379 of the Public Acts of 1965 for all custodial, maintenance, and bus mechanics but excluding supervisors and casual custodians as defined below, to the extent required by Act 379 of the Public Acts of 1965 for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Through this Agreement, the term custodian shall include bus mechanics, custodians, groundspersons, and facilities maintenance.

SECTION 1.2

“Custodial and maintenance personnel” is defined to include those custodial and maintenance positions specially funded from other than normal sources of revenue (example: CETA). In relation to these positions, it is expressly agreed that:

SECTION 1.2a

The duration of the positions shall be for the duration of the funding only, and the Board shall be under no obligation to retain any bargaining unit position for which funding no longer exists.

SECTION 1.2b

Custodians employed under special funds grants shall be considered as having separate but equal status for all purposes under this Agreement.

SECTION 1.3

Casual custodians include temporary and substitute custodians as defined in Board Policy.

SECTION 2.0 TERMINATION OF AGREEMENT

SECTION 2.1 TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2008 to and including June 30, 2012, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least 60 days prior to date of expiration.

SECTION 2.2 DESIRE TO RENEGOTIATE NOTICE

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least 60 days prior to the termination of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms of conditions of such Agreement.

SECTION 2.3 DATE TO START NEGOTIATIONS

It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement the parties agree to start negotiations at least 45 days before the expiration or amendment date of this Agreement.

SECTION 2.4 DEFAULT EXPIRATION DATE

In the event of an inadvertent failure by either party to give the notice, as set forth in Sections 2.1, 2.2 and 2.3 above, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the 61st day following such notice.

SECTION 2.5 CONTINUITY OF OPERATIONS

The Union and the Board agree that there will be no strike or lockout during the course of this Agreement.

SECTION 2.6 SEPARABILITY AND SAVINGS CLAUSE

If any Section of this Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section should be restrained pending a final determination as to its validity, the remainder of this Agreement and of any riders hereto, or the application of such Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Section is held invalid or enforcement of our compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Section during the period of invalidity or restraint.

SECTION 2.7 NEGOTIATION PROCEDURES

Neither party shall have any control over the selection of the negotiation representative of the other and each may select its own representatives. No final agreement between the parties may be executed without ratification by the Board and by the Members of the Union, but both parties agree that representatives selected by each shall be empowered with the authority to make proposals, in the course of negotiations, subject only to such ultimate ratification.

SECTION 2.8 AGREEMENT COPIES

Copies of this Agreement will be printed at the expense of the Board and presented to all custodians now employed or hereafter employed by the Board during the term of the Agreement.

SECTION 3.0 BOARD RIGHTS AND RESPONSIBILITIES

The Board, on its own and on behalf of the electors of the school district, retains and reserves without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States.

SECTION 3.1 SUB-CONTRACTING

The Board of Education retains the legal rights pertaining to subcontracting as provided for in Act 112 of the Public Acts of 1994. Should Act 112 of the Public Acts of 1994 be amended as it pertains to the subcontracting of services, the parties will meet to renegotiate this Section of the Master Agreement.

SECTION 3.2

Written Board policy shall remain in effect where no conflict with the Master Agreement exists.

SECTION 3.3 AFTER HOURS WORK

The Board reserves the right in its sole discretion to determine when and if after school and weekend activities require additional custodial services; and if so, whether such services shall be provided by means of scheduling extra help or scheduling regular custodians to work overtime.

If regular custodians are not used, and an area is not properly cleaned after weekend use, the Facilities Supervisor will approve one additional hour of work at the overtime rate for the day custodian at that building on the next school day. This overtime work will be done by the day custodian in that building, and will not be subject to the assignment provisions of Section 6.5a.

SECTION 4.0 UNION RIGHTS AND RESPONSIBILITIES

SECTION 4.1 AGENCY SHOP

When the Board needs additional custodians it shall give the Union opportunity with all other sources to provide suitable applicants, but the Board shall not be required to employ those referred by the Union.

SECTION 4.2 UNION MEMBERSHIP

Membership in the Union is not compulsory. Custodians have the right to join, or not join, as they see fit. Neither party shall exert any pressure on nor discriminate against an employee as regards such matters. A custodian shall not be reprimanded, disciplined nor evaluated unjustly for activities as a member of the Union.

Accordingly, each custodian in the bargaining unit shall pay his/her own way and assume his/her share of the obligation of being represented by a collective bargaining agent and receive the grant of equal benefits contained in this Agreement.

SECTION 4.3 EQUAL REPRESENTATION

The Union is required under this Agreement to represent all of the custodians in the bargaining unit fairly and equally without regard to whether or not a custodian is a member of the Union. The terms of this Agreement have been made for all custodians in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Board after certification by the Michigan Employment Relations Commission that the Union is the choice of a majority of the custodians in the bargaining unit.

SECTION 4.4 UNION DUES SECTION 4.4a

In accordance with the policy set forth under Section 4.2 of this Section, all custodians shall pay to the Union, the custodian's exclusive collective bargaining representative, a Representation Benefit Fee in an amount not to exceed that paid by other custodians in the bargaining unit who are members of the Union.

SECTION 4.4b UNION DUES DEDUCTIONS

The Board agrees to deduct from the pay of each custodian who becomes a member of the Union all regular dues of Local No. 580 and pay such amount deducted to said Local for each and every such member custodian, provided however, that the Union presents to the Board authorization signed by such custodian, allowing such deductions and payment to the Local Union which indicates such custodian intends to be a member of the Union. During the life of this Agreement, the Board agrees to deduct Union dues from the second pay of each custodian who submits a properly prepared authorization for check off of dues form to the payroll department. The Board shall rely solely upon the information appearing on this form. It is the responsibility of the Union and each individual custodian to inform the Board in writing of any change in an employee's Union membership status. Deductions shall begin the month after the form is received but shall not supersede any legally required deductions nor be required if the custodian's pay is less than the amount of the dues. Deductions for each calendar month shall be remitted to the Treasurer of Local No. 580 within two weeks after the second payroll of each month. The Union agrees to indemnify and hold the Board harmless from any claim, suit, cause of action or judgment, including attorneys fees, which may result from the Board's deduction of Union dues or fees. The Board will not collect any Representation Benefit Fees nor shall the Board enforce compliance with the Agency Shop provision.

SECTION 4.5 EXTRA-CONTRACT AGREEMENTS

The Board agrees not to enter into any agreement, individually or collectively, with any custodian or custodians, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said custodians, or which in any way may be considered a proper subject for collective bargaining, except as specified in Section 6.4.

SECTION 4.6 STEWARDS SECTION 4.6a STEWARD DESIGNATION

The Board recognizes the right of the Union to designate two stewards from among the custodians. The two stewards shall represent the custodians in the following manner: one shall

represent the elementary schools and the senior high school custodians, and the other shall represent the middle schools and the junior high custodians, bus mechanics and facilities maintenance, and groundspersons. In the absence of the designated steward, the other will serve as the alternate.

The Union shall inform the Board in writing as to which custodians have been designated as stewards.

SECTION 4.6b STEWARD AUTHORITY

The authority of the stewards so designated by the Union shall be limited to, and shall not exceed, the following activities:

1. The investigation and presentation of grievances to the Board or designated Board representative in accordance with the provisions of this Master Agreement.
2. The transmission of such messages and information shall originate with, and are authorized by, the Union or its officers, provided such messages and information have been reduced to writing.

SECTION 4.6c STEWARD TIME

Stewards shall be permitted time, not to exceed eight hours for each steward per month to investigate, present and process grievances, or settle a potential grievance on the school premises without loss of time or pay from their regular working hours. Stewards agree to notify the Supervisor of Facilities when conducting union business during their regular work hours if such time exceeds ten (10) minutes. Such time spent in handling grievances during the steward's regular working hours shall be considered as regular working time for the purpose of computing overtime. Regular working time spent in excess of eight (8) hours per month shall require authorization of the Supervisor of Facilities.

Time spent in contract negotiations shall be paid in full if during the custodian's regular working hours. If negotiations take place on days when school is in session, each custodian shall be relieved of his/her normal work responsibilities and a substitute shall be assigned.

SECTION 4.7 UNION ACCESS SECTION 4.7a UNION ACCESS TO BUILDINGS

The Board agrees that it will allow properly accredited representatives of the Union access to the buildings at any time during working hours for the purpose of policing the terms and conditions of this Agreement. During school hours, the Union representatives shall first announce their presence at the building administrator's office and display identification if requested before proceeding to the work place.

SECTION 4.7b UNION USE OF BUILDINGS

The Union shall have the right to use the school building facilities as follows:

1. At times when no custodians are on regular duty. Authorization shall be obtained in accordance with Policy A 1300.

2. Miscellaneous

- a. The use of school mail boxes for distribution of official Union business.
- b. A bulletin board in the staff room for union use.
- c. The only people who can authorize a notice to be posted on the Union bulletin boards shall be the officers of the Local Union, or its business representative, or the stewards. The Board reserves the right to remove any notice that in any way is not concerned with Union business. The bulletin board shall not be used for political announcements for public office.
- d. Requests for use of other school equipment shall be made of the building administrator in advance of the utilization.

SECTION 4.7c UNION ACCESS TO RECORDS

The Union shall have the right to examine payroll records pertaining to the computation of compensation of any custodian whose pay is in dispute or any other records of the Board pertaining to a specific grievance, provided the custodian involved shall give his/her consent in writing to the Union for the opening of his/her confidential file.

SECTION 5.0 CUSTODIAN RESPONSIBILITIES

SECTION 5.1 COMPLIANCE WITH RULES

Custodians are to comply with rules, regulations and directions, from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement. The appropriate administrator shall be informed of any situation where compliance with such rules, regulations and directions would create an imminent hazard to health or safety, and the administrator shall take any action necessary.

Custodians will not undertake to perform any activity involving dangerous conditions of work or danger to a person or property or in violation of an applicable statute, court order or governmental regulation relating to safety of person or equipment. If he/she does so, such custodian will be subject to disciplinary action.

Custodians shall operate only vehicles or equipment that is in a safe operating condition or equipped with the safety appliance prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate defective equipment unless such refusal is unjustified.

SECTION 5.2 REPORTS

SECTION 5.2a REPORTING DEFECTIVE EQUIPMENT

Custodians shall immediately report all defects of equipment to the Facilities Supervisor on a suitable form furnished by the Board and signed by the custodian and the building administrator. The administrator and custodian shall each retain a copy and two copies shall be sent to the Facilities Supervisor.

SECTION 5.2b REPORTING UNSCHEDULED ACTIVITIES AND GROUPS

Custodians shall report promptly to the Community Education Evening Supervisor the presence of unscheduled groups or unsupervised students in the building outside of regular school hours. In the event the Community Education Evening Supervisor cannot be reached, custodians shall make such a report to the Facilities Supervisor. A schedule of after school activities shall be maintained in each building and a copy provided for the custodian's information. Should unscheduled groups request admission and it is not possible for the custodian to contact the Community Education Evening Supervisor or the Facilities Supervisor for his/her approval, and in the absence of the approval of another administrator the custodian shall not admit the group. Under no circumstances are student groups to be admitted without responsible adult supervision. Custodians are not expected to act in a supervisory capacity over student or outside groups.

SECTION 5.2c REPORTING DISRESPECTFUL TREATMENT

Custodians shall report promptly to the building administrator or supervisor as appropriate, any occurrence of disrespectful treatment from students, fellow employees or the public.

SECTION 5.3 BUILDING USE

When possible, unused portions of the buildings shall be closed off.

SECTION 5.4 SUPPLY AND EQUIPMENT REQUESTS

Custodians shall submit requests to the Facilities Supervisor for supplies and equipment on the inventory requisition form, three (3) times per year on June 1st, November 1st and March 1st. Requests for supplies and equipment on an emergency basis may be turned in when the need is urgent. The Board shall make the final decision in the purchase of supplies and equipment, and on whether to contract for maintenance services.

SECTION 5.5 REQUIREMENTS FOR POSITIONS DRIVING DISTRICT VEHICLES

Prior to starting a position, which requires the driving of a District vehicle, an employee shall execute a release or any other document needed so that the employee's driving record can be obtained and reviewed by the District. All employees in such positions shall execute a release or any other document needed so that the employee's driving records can be obtained by the District. The District reserves the right to obtain such an employee's driving record at any time. The costs associated with obtaining driving records shall be borne by the District.

SECTION 5.6 DRUG TESTING

The parties agree that any bargaining unit employee who is assigned the task of driving a motor vehicle as a regular part of their assigned duties will follow the Rules and Regulations Applicable to Employees Required to Obtain a CDL, as set forth in Appendix B and the parties agree to follow the Drug Testing Protocol, as set forth in Appendix C, on a voluntary basis and will be considered to have a "safety sensitive position" [as defined in Appendix C], notwithstanding the fact that the employee's driving duties do not require a CDL.

SECTION 6.0 CUSTODIAN RIGHTS

SECTION 6.1 SENIORITY

Seniority shall be accrued and effective on the first working day of employment after the termination of the probationary period, retroactive to the original date of employment.

Seniority shall be broken only by discharge, voluntary resignation, or layoff for a period of more than three (3) years.

SECTION 6.1a MASTER SENIORITY LIST

The Board shall maintain a master seniority list, listing all regularly employed eligible custodians in order of seniority without regard to salary or job classification. A copy of the master seniority list shall be furnished to each custodian annually on July 1st.

SECTION 6.1b LAYOFF

Seniority prevails in the layoff, recall and earning opportunities of custodians. In reducing the work force because of legitimate cause, the last custodian employed shall be the first employee laid off and the last custodian laid off shall be the first employee re-employed. In the laying off and the reemployment of laid off personnel, the particular work performed as defined by job description is an important factor.

In the event of a layoff, a custodian so laid off shall be given one-week notice of recall to work, mailed to his/her last known address. In the event the custodian fails to make himself/herself available for work at the end of said one week, he/she shall lose all seniority rights under this Agreement; however, the one-week time limit may be extended by mutual agreement between the Board and the custodian.

SECTION 6.1c STEWARD SUPER SENIORITY

One steward shall be granted super seniority for purposes of layoff and recall if such is required by the Union. The Union shall designate the steward to receive super seniority to the Board in writing.

SECTION 6.1d NON-BARGAINING UNIT WORK

Any custodian employed in a classification covered by this Agreement, who is or has been transferred to a non-unit position shall not accumulate seniority while he/she works in the non-unit position. If the employee is returned to a bargaining unit classification, he/she shall commence work in a job generally similar to the one he/she held at the time of his/her transfer and he/she shall maintain the seniority he/she had at the time of his/her transfer out of the unit.

SECTION 6.2 DISCIPLINE OR DISCHARGE

Discipline or discharge shall be for just cause and shall follow the standards of progressive discipline. Nothing in this section, however, shall prevent the employer from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.

Discharge shall be in writing, a copy of which shall be given to the Steward and to the Union. A discharge may be grieved within the appropriate time limits. Should a grievance result in the reversal of a suspension or discharge, the custodian shall be reinstated, and compensation for all back pay will be at his/her regular rate of pay, it being expressly understood that such a custodian shall have no claim for overtime as part of his/her back pay.

SECTION 6.3 GRIEVANCE PROCEDURES

The purpose of this procedure is to secure, at the lowest possible administrative levels, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein will be construed as limiting the right of any custodian having a grievance to discuss the matter informally with any appropriate administrator and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and provided that the Union has been given the opportunity to be present at such adjustment.

A custodian, a group of custodians, or the Union may bring forth a grievance alleging a violation or misinterpretation of any provision of this Master Agreement. All parties to a grievance shall identify themselves.

Informal Grievance Procedure:

Any custodian or group of custodians believing there to be a violation as stated above shall discuss the matter with the Facilities Supervisor. The grievant must state to the Facilities Supervisor that the matter is an informal grievance. If the grievance is not solved through this informal step, the grievant shall file a written formal grievance through the Union Steward within ten (10) days from the alleged violation.

Formal Grievance Procedure:

1. A grievance is a violation or misinterpretation of any provision of this Master Agreement, and all grievances shall be in writing and shall contain the following information:
 - a. A concise statement of the facts alleging the violation, including the date when said violation occurred.
 - b. The specific section of this Agreement, which is alleged to have been violated.
 - c. A relief requested.
 - d. The date upon which the grievance is filed.
2. Steps to be followed:
 - a. If the grievance is not solved through the informal step, the grievant shall file a written formal grievance through the Union Steward within ten (10) days from the alleged violation. The formal written grievance shall be filed with the Assistant Superintendent for Human Resources and Support Services on a form provided by the Union within ten (10) days from the alleged violation.

Within ten (10) days of receipt of a grievance, the Assistant Superintendent for Human Resources and Support Services shall schedule a hearing thereon, including the grievant, the Assistant Superintendent for Human Resources and Support Services, the Union Business Agent and the Steward. Within ten (10) days of the hearing on the grievance, the Assistant Superintendent for Human Resources and Support Services shall render a decision in writing, transmitting a copy thereof to the Union and to the grieving custodian(s).

- b. If the decision of the Assistant Superintendent for Human Resources and Support Services is unsatisfactory the Union may file an appeal for mediation with the Michigan Employment Relations Commission, in accordance with the Commission's procedures and law. Such appeal to mediation shall be filed within ten (10) days after the decision of the Assistant Superintendent for Human Resources and Support Services. This mediation step may be waived by either party upon written notice.
- c. Should it be impossible to resolve the grievance in a mutually acceptable manner via mediation, either the Board or the Union may, within ten (10) days of the conclusion of the mediation, appeal to arbitration. The Secretary-Treasurer of the Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. The Union and the Board shall join in asking the Federal Mediation and Conciliation Service to submit a panel in accordance with the procedures of the Federal Mediation and Conciliation Service. The arbitrator shall give both parties full opportunity to present evidence and to argue the grievance orally, or in writing, and shall be bound by the testimony and exhibits. In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award. In any event he/she shall make a written decision, and his/her award shall be binding upon the Board, the Union and the aggrieved. The arbitrator shall not alter, add to or subtract from the Agreement. The cost of arbitration shall be divided equally between the Board and the Union except that each shall pay the cost of its own representative.
- d. Failure to institute a grievance or appeal a decision within the time limit specified shall be deemed acceptance of the decision at that level. Should the custodian(s) or the Union withdraw a grievance at any level, or should the custodian(s) leave the employ of the Board, all further proceedings on said grievance shall be barred.
- e. The term day or days used herein shall mean regular working days.

SECTION 6.4 HOURS OF EMPLOYMENT

The normal workweek will be forty (40) hours per week. The normal workday will be eight (8) hours per day except as set forth in Section 6.8.

All work in excess of eight (8) hours per day or forty (40) hours per week, whichever is the greater, but not both, shall be paid at the rate of one and one half times the regular rate. There shall be no duplicating or pyramiding of payments.

SECTION 6.5 OPPORTUNITIES FOR OVERTIME
SECTION 6.5a EQUITABLE DISTRIBUTION OF OVERTIME

Opportunities for overtime work in each building shall be distributed on a fair and equitable rotation among all full-time custodians in that building. Custodians who wish to be contacted for overtime work shall annually place a letter stating their desire for overtime with the Facilities Supervisor. Full-time custodians with letters on file will be assigned on a seniority rotation basis only after regular full-time custodians in the building have waived the opportunity for overtime. The Board shall be deemed to have met its obligation to offer overtime in order of rotation by contacting the employee, in order of rotation, in person, if the employee is working at the time the assignments are being made, or by making an attempt to reach the employee at the last telephone number provided by the employee to the Board.

If a full-time custodian refuses an overtime assignment when offered, or cannot be reached by telephone if the full-time custodian is off duty at the time the assignment is made, he/she shall be deemed to have forfeited his/her opportunity during that rotation, and shall not be offered overtime again until his/her turn in the next rotation. In the event of any dispute regarding assignment of overtime, the only remedy that shall be available is the offer to the employee of an equal number of hours of additional future overtime to provide a balance in the distribution of overtime.

SECTION 6.5b OVERTIME PAY RATES

All work performed on Saturday will be paid at the rate of time and one half (1 ½) for all full-time custodians having a scheduled workweek Monday through Friday. Full-time custodians taking unauthorized leave during the week shall be paid straight time for Saturday work. All overtime performed on Sundays shall be paid for at the rate of two (2) times the regular rate. All work performed on holidays, designated in Section 6.10, shall be paid for at the rate of one and one half (1 ½) times the regular rate. This pay is in addition to the normal pay. All work performed on Christmas Day or New Year's Day, when those days fall on a Saturday or Sunday, shall be paid at the rate of three (3) times the regular rate. In addition, while Easter Sunday is not a paid holiday, all work performed on Easter Sunday shall be paid at the rate of three (3) times the regular rate. In order to qualify for holiday pay, it is provided that the full-time custodian must work the regular working day preceding and the regular working day following the holiday, unless his/her absence is covered by the leave provisions of this Agreement.

SECTION 6.5c SPECIAL SKILLS

Overtime work requiring special skills shall be offered to those custodians with experience and training on these skilled jobs. Training will be conducted by non-District personnel.

Snow plowing is considered a special skill. Groundspersons and maintenance personnel will be assigned plowing overtime first. All other qualified bargaining unit members will be offered plowing overtime in order of seniority on a rotational basis. "Qualified" for snow plowing means having been trained on the school's equipment. Any interested full-time custodian can apply for training, such training to be scheduled at the discretion of the District as the need for additional qualified personnel arises.

SECTION 6.5d CALL IN PAY

When called to report for work on unscheduled work days in the case of an emergency, the full-time custodian(s) shall be paid two (2) hours overtime, whether actually worked or not.

SECTION 6.5e REQUIRED OVERTIME

In times of emergency, or when no substitute is available, and when no full-time custodian is voluntarily available for overtime work, each full-time custodian may be assigned his/her share of overtime work. If so assigned, the full-time custodian shall be required to perform his/her share of the work. Provided that, in no case shall a full-time custodian be paid less than one hour of overtime; nor shall a full-time custodian normally be required to work more than ten (10) hours per day.

Full-time custodians who have regularly scheduled jobs, may be removed from their own duties and assigned to perform extra duties. Annually a letter will go out to staff on District letterhead and signed by the Facilities Supervisor and Building Administrator explaining this fact.

SECTION 6.6 EMERGENCY CLOSINGS

Custodians will be required to work during emergency closings when school is closed during a regular scheduled school day. On the first day of an emergency closing, shift times will be 9:00 a.m. to 5:30 p.m. On subsequent days during the same emergency, individual custodians may be scheduled at different times if needed. Custodians shall receive their regular rate of pay for such days.

Custodians who arrive late on such days shall be paid for time worked until the end of the regular shift, unless authorized to work beyond that time by the Facilities Supervisor. Custodians who do not arrive at work on an emergency day shall be deducted a business leave day, or vacation day if available. If neither of these days are available, the absent custodian shall be deducted a day's pay.

In the situation where the Superintendent of Schools or his/her designee declares that the emergency requiring the closing of school is of such a nature that custodial employees are not to report to work, then custodians shall receive their regular rate of pay for that day.

SECTION 6.7 REPLACING ABSENT CUSTODIANS

SECTION 6.7a ABSENT DAY CUSTODIAN

In the event the day custodian is absent from work, his/her position will be filled during such absence in the following manner:

1. All evening custodians may submit a letter each year indicating that they are available for daytime work. To be eligible, a custodian must qualify by completing the day custodian training and by passing the test for the day custodian position.
2. The most senior (master seniority list) eligible custodian in that building who has submitted a letter will be assigned to fill the daytime shift. For custodians working in two or more buildings, they will be considered for daytime work in each building part of the year on a proportional basis (i.e., if in two buildings, one semester in one building, and one semester in the other building).

3. If the most senior (master seniority list) eligible custodian refuses the assignment, the next most senior eligible custodian from the evening shift in that building on the available list will be assigned. If all eligible evening shift custodians in that building who have submitted a letter refuse the assignment, the eligible evening shift custodian with the least seniority will be assigned for the first day of the absence of the day shift custodian.
4. On subsequent days, during each period of absence, the Facilities Supervisor will offer the assignment to the most senior eligible evening shift custodian (master seniority list) in another building who has indicated he/she is available for daytime work in all buildings.
5. When an absent day custodian is replaced by a custodian from outside the building where the day custodian is absent, the replacement assignment shall be rotated on a seniority basis every 30 calendar days.
6. In the event all eligible evening shift custodians in other buildings, who have indicated they are available for daytime work, refuse the assignment, the most senior [master seniority list] non-eligible custodian will be assigned. In the event that all such persons refuse the assignment, a substitute will be assigned.
7. If any eligible evening shift custodian refuses the day shift assignment, the food service/mail assignment, a grounds assignment, a day assignment or overtime four (4) times, he/she will be placed on the unavailable list for the remainder of the school year.
8. Whenever a regular employee replaces a plant mechanic, the food service delivery person, or the warehouse delivery person, he/she will be paid the higher rate for all hours worked in the temporary assignment.

SECTION 6.7b ABSENT EVENING CUSTODIAN

In the event an evening custodian is absent from work, his/her position will be filled in the following manner:

1. The Facilities Supervisor will make every reasonable attempt to replace the absent evening custodian with a substitute custodian from the available list.
2. In the event that no substitute custodian is available or there is not sufficient time to call in a substitute custodian, the most senior custodian (master seniority list) in that building who has indicated that he/she wants to work overtime will be offered overtime to perform the duties of the absent custodian.
3. If the most senior custodian in that building refuses the overtime the next most senior custodian in that building who wants to work overtime will be assigned the overtime.
4. If the second most senior custodian refuses the overtime, step 3 will be repeated in the same manner by following the master seniority list until a custodian in the building accepts the overtime, or all have refused.
5. In the event that no custodian in that building accepts the overtime, the Facilities Supervisor may assign the overtime to the custodians in that building in an equal manner; however, no custodian shall be required to work more than a total of ten hours per day.

SECTION 6.8 WORK SCHEDULES
SECTION 6.8a SCHOOL-IN-SESSION WORKING SCHEDULE

The normal working days for all shifts shall begin on Monday and continue through Friday. Shift times are to be assigned by the Facilities Supervisor, and shall not be changed without at least ten (10) work days notice to the employees involved without their consent.

On half-days of school, evening shift custodians may be scheduled to begin work when school is dismissed with the approval of the Facilities Supervisor. However, it is understood custodians may be required to work regular schedules to cover evening activities. An evening shift custodian may request to work his/her regular shift unless there is specific work which must be done at the earlier time, and normally such request will be approved.

SECTION 6.8b CHRISTMAS AND SPRING BREAK WORKING SCHEDULE

Working hours for all custodians during Christmas and Spring vacation periods shall be 7:00 a.m. to 3:30 p.m. In special circumstances shift times may be adjusted by the Facilities Supervisor.

SECTION 6.8c SUMMER BREAK WORKING SCHEDULE

Custodians may choose, as summer working hours, the normal Monday through Friday, and either 6:00 a.m. to 2:30 p.m., 7:00 a.m. to 3:30 p.m. or 8:00 a.m. to 4:30 p.m. working schedule. Shift times may be adjusted by the Facilities Supervisor in circumstances where the employer deems the building must be open.

Summer shift times may be different for different custodians, and custodians may be shifting between buildings during the summer.

When there are no scheduled activities in a building and no other employees working in the building, custodian's shifts will not be changed solely for the purpose of keeping the building open.

SECTION 6.9 LUNCH AND BREAK PERIODS
SECTION 6.9a STAFF ROOM

A staff room area shall be established in each school building that will provide lavatory facilities and appropriate furniture.

SECTION 6.9b LUNCH PERIOD

Lunch periods shall be thirty (30) minutes in length.

Lunch periods shall not be interrupted except in emergency situations. If an emergency requires interruption, the custodian may take additional time so as to have a thirty (30) minute lunch period.

SECTION 6.9c BREAK PERIODS

Two (2) fifteen (15) minute break periods are permitted for each full shift. Custodians may not leave the grounds on fifteen (15) minute breaks.

SECTION 6.10 THE WORK YEAR CALENDAR

The custodian’s work year begins July 1st, and ends June 30th of the calendar year, except for ten (10) month employees as noted in the attached Letter of Understanding. A calendar of the custodial workdays for the year, developed from the Board approved official school calendar, shall be provided for all custodians.

The following holidays shall not be regular custodial workdays on the calendar, but shall be paid at the custodian’s regular rate of pay subject to the conditions outlined in Section 6.4 and 6.5. When the holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When the holiday falls on a Sunday, the holiday will be observed on the following Monday.

	2008-09		2009-10		2010-11		2011-12	
	<u>180 Day/12 Month</u>		<u>180 Day/12 Month</u>		<u>180 Day/12 Month</u>		<u>180 Day/12 Month</u>	
July 4 th		7/4		7/3		7/5		7/4
Labor Day	9/1	9/1	9/7	9/7	9/6	9/6	9/5	9/5
Thanksgiving	11/27	11/27	11/26	11/26	11/25	11/25	11/24	11/24
Day after								
Thanksgiving	11/28	11/28	11/27	11/27	11/26	11/26	11/25	11/25
Christmas Eve		12/24		12/24		12/23		12/23
Christmas Day		12/25		12/25		12/24		12/26
New Year’s Eve		12/31		12/31		12/30		12/30
New Year’s Day		1/1		1/1		12/31		1/2
Spring Break	4/10	4/10	4/9	4/9	4/8	4/8	4/6	4/6
Memorial Day	5/25	5/25	5/31	5/31	5/30	5/30	5/28	5/28

SECTION 6.11 JOB ASSIGNMENTS

The Board specifically retains the right to make adjustments in job assignments within a school on the same shift, and to adjust the work assigned to the various jobs as necessary.

Employees who are to be permanently reassigned shall be notified by the Assistant Superintendent for Human Resources and Support Services. Prior to making a permanent change of assignment, the employee(s) involved shall be consulted. It is desirable that such changes be mutually agreeable to the employee(s) and the Assistant Superintendent for Human Resources and Support Services; however the Assistant Superintendent for Human Resources and Support Services has the right of final decision.

In the event of an increase or reduction in the work force, the Board expressly reserves the right to combine work from various job classifications to be performed by one individual in one job position. Where a job position is created which performs the duties of more than one job classification, that individual shall be compensated for each hour worked in each classification pursuant to the rates of pay set forth in Section 10.0. The new positions will be posted for bid.

SECTION 6.12 OPEN POSITIONS

In the event of an open position (any opening created by resignation, termination, or transfer to another position) in the bargaining unit which the Board determines to fill, such vacancy shall be posted at least five (5) working days prior to permanently filling the position. The posting will indicate the location, shift and job assignment for the opening. The District will post notices of openings in the custodian rooms and staff rooms at all buildings. Additional postings will be: the Grounds Garage and Bus Garage Staff Room. The Board will consider any qualified and interested applicant. Qualification factors include experience, personal attributes and performance. Where qualifications are equal, seniority shall be the determining factor.

If qualified applicants are available from within the bargaining unit, a selection will be made within five (5) working days from the conclusion of posting, and the subsequent transfer will be made within an additional fifteen (15) working days.

When there are no candidates for a vacant position from within the bargaining unit, that position will be filled by hiring a new employee within twenty (20) working days from the end of the posting period.

Successful applicants for an open position will be required to remain in the position for nine (9) months before being eligible to apply for a different position, except that they may apply for positions on different shifts or other jobs classifications when open. Newly hired custodians will be required to remain in the position for which employed for nine (9) months before becoming eligible to apply for an open position, except that they may apply for positions on different shifts or other job classifications when open, and for open positions on the same shift when no other employee bids on the position if the new employee has completed the probationary period.

Should new custodial positions be created, the duties and responsibilities of, which are substantially different from existing job classifications, the parties agree to negotiate a classification level for the new position.

SECTION 6.13 DAY CUSTODIANS – QUALIFICATION, TRAINING AND TESTING SECTION 6.13a QUALIFICATIONS FOR DAY CUSTODIANS, AND TRAINING AND TESTING TO DETERMINE QUALIFICATION

Qualifications for day custodian positions shall be determined by the ability of custodians to perform the general maintenance tasks indicated below on a test to be administered by the employer.

Presently, the general maintenance tasks which constitute what is required for day jobs are as follows:

1. Plumbing
 - a. Stools – Replace Wax Seals, Flush Valve, Sloan Valve
 - b. Urinals – Sloan Valve, Vacuum Breaker
 - c. Sinks – Faucets, Traps and Washers
 - d. Fountains – Install Repair Kits
2. Electrical – Switches, Plugs, 110 Ballasts only
3. Boilers – Testing – Routine Maintenance
4. Pools – Procedures to test and back wash. Breakdown of pool is responsibility of maintenance people until stabilized.

5. Furniture Repair, Snow Removal, Lawn Care, Ceiling, Preventative Maintenance

From time to time this description of maintenance qualification tasks may be changed by the employer.

SECTION 6.13b TRAINING AND TESTING

Testing will be administered by the employer annually during the second and third week of July for all interested employees. If no applicants have qualified by training and testing, the job will be filled temporarily by applicants, if any, on a rotation basis until training and testing are completed.

Prior to testing, the employer shall provide appropriate training for all tasks which are to be tested.

Employees taking the test will be allowed to take the entire test, and will be given the same time limits in which to complete the test.

Applicants will be notified in writing of areas of deficiency.

Testing procedure will not be used to rank employees, but rather to determine whether an employee is minimally qualified to perform the tasks required by the day custodian position. In selection for the position, applicant will be chosen on basis of qualification, ability, experience, personal attributes and past performance. If the above are equal, seniority shall prevail.

SECTION 6.14 PROBATIONARY PERIOD

The first sixty (60) working days of employment shall be regarded as a probationary period for all newly employed custodians. Upon written agreement of the probationary custodian, the probationary period may be extended for an additional thirty (30) working days.

Custodians who have not completed the probationary period of employment shall not have recourse to the terms of this Agreement.

SECTION 6.15 MILEAGE

Custodians will receive the Board adopted mileage (IRS sanctioned) when using their own vehicle and required by a supervisor to pick up supplies and equipment, and for travel from building to building as a part of their work assignment.

SECTION 6.16 UNIFORMS

1. To encourage high morale, pride in appearance, neatness and cleanliness on the part of the custodians, the Board will establish appropriate uniforms for all regularly employed custodians. The Board reserves the right, in its sole discretion, to select the style, color, quality and other characteristics of the uniforms, and to select distinctive insignia for them. Further, the Board reserves the right to establish rules and regulations regarding the wearing of uniforms during working hours, and to enforce such rules by appropriate discipline. Such rules are:
 - a. Uniforms shall be worn to work daily, except when the Custodian is excused from this requirement by the supervisor.

- b. Custodians shall start each shift with a presentable uniform.
 - c. Custodians may wear shorts after the last student day of the year through the start of school for students each year.
2. The Board shall provide a range of acceptable uniforms consisting of pants, shorts, shirts, and coveralls for those who require them. Newly hired custodians shall be able to select \$145.00 of such uniforms. Current employees shall be able to select up to \$80.00 of such uniforms annually.

Uniforms will be ordered by July 1st each year, to be delivered prior to the beginning of the new school year except in circumstances beyond the control of the Board. For custodians subsequently employed, uniforms shall be provided upon completion of the probationary period of employment. Custodians leaving the service of the Board before the completion of six months service shall refund a pro-rata share of the cost of the uniforms to the Board. Such refund shall be withheld from the final pay of the custodian, pursuant to MCLA 408.477; MSA 17.277.

- 3. The Board shall provide replacement uniforms to each custodian when necessary due to normal wear. Custodians who lose their uniforms or damage them due to carelessness or negligence may be required to replace them at their own cost.
- 4. Should the Board alter its uniform requirements, it will replace uniforms or any portion thereof as necessary.
- 5. The Board shall furnish appropriate protective clothing and footwear when deemed appropriate by the Administration.

SECTION 6.17 TOOLS FOR AFTERNOON CUSTODIAN

- 1. Lockers will be assigned to all regular, including four-hour, afternoon custodians.
- 2. Employees will furnish locks for lockers.
- 3. Tools and a tool apron will be assigned to all regular, including four-hour, afternoon custodians.
- 4. If the custodian works in more than one building, he/she will be issued a set of tools, apron and locker for each building.
- 5. Basic essential tools to be issued to each custodian will consist of: 1 hammer, 1 pliers, 1 long nose pliers, 2 straight screwdrivers, 2 Phillips screwdrivers, 1 razor blade scraper, and 1 crescent wrench.
- 6. The tools and apron will be signed for by the custodian at which time the items become the responsibility of the custodian.
- 7. If the custodian loses a tool, he/she must replace it at his/her own expense.
- 8. If a tool is broken, the custodian must send the broken parts to Facilities for a replacement.

9. If the custodian quits, resigns, retires, or leaves for any reason, he/she must turn in the tools and the apron. If the complete set is not turned in or if any portion is not turned in, the cost of the set or the cost of the missing item will be deducted from his/her last paycheck, pursuant to MCLA 408.477; MSA 17.277. Depending on the age of the tools, the cost will reflect depreciation of the article or articles.

SECTION 6.18 BONDING

Should any custodian be required to post a bond as a condition of his/her employment, the premium shall be paid by the Board.

SECTION 6.19 LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown.

SECTION 7.0 ABSENCES AND LEAVES – PAID LEAVES

SECTION 7.1 CONFERENCES

A Custodian shall request permission from the Facilities Management Supervisor in advance of attending any work connected conference within the State of Michigan.

1. Permission shall be governed by:
 - a. The availability of a substitute.
 - b. Special building situations, including scheduled activities.
 - c. Number of conferences previously attended.
2. Expenses will be allowed as follows:
 - a. The Board adopted mileage allowance (I.R.S. sanctioned mileage).
 - b. Salary of substitute if necessary.
 - c. Lodging – actual cost not to exceed seventy-five dollars (\$75.00) per night.
 - d. Meals at cost, not to exceed forty dollars (\$40.00) per day.
 - e. Registration fee.
 - f. If transportation is by public carrier, the most reasonable means of travel.
3. Conferences outside of the State of Michigan require individual approval from the Assistant Superintendent for Human Resources and Support Services.
4. Any Custodian may make application to the Facilities Management Supervisor to attend a conference or make a visitation at his/her own expense except for the pay of a substitute.
5. Reports may be required.

SECTION 7.2 JURY DUTY

Leave will be granted for Jury Duty. The Board shall pay the custodian's regular pay provided that the custodian remits the pay received for jury duty to the Business Office.

SECTION 7.3 SICK LEAVE

SECTION 7.3a

Six (6) days of sick leave shall be granted on July 1 of each year, and an additional six (6) sick leave days shall be granted on January 1 of each year, with unlimited accumulation. At the time of employment, new custodians shall receive a bank of leave days on a pro-rata basis (one per month) until the next January 1 or July 1.

A custodian may use sick leave for pregnancy in the same manner as for any other disability for which sick leave is allowed and may continue in active employment as late into her pregnancy as she is physically able to perform all duties of her position. The district reserves the right to be furnished a statement of the custodian’s ability to perform her duties from her attending physician.

SECTION 7.3b BONUS COMPENSATION – USING LESS SICK DAYS

Custodians who use less than three (3) leave of absence days for a personal illness or illness in the family during the twelve (12) months preceding July 1 each year shall receive bonus compensation. Workers compensation absence, which occurs while an employee is on the District payroll, shall not be counted in computing bonus compensation.

The following table shall be used in figuring the bonus compensation:

DAYS OF LEAVE USED	BONUS COMPENSATION
2	\$100.00
1	\$250.00
0	\$500.00

SECTION 7.3c DEATH IN THE IMMEDIATE FAMILY

From accumulated sick leave, a maximum up to ten (10) days may be granted at the time of death in the immediate family. The term “immediate family” is defined as follows: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-sister, step-child, step-brother, step-grandparents, or a person for whom the custodian principally is responsible for financial and physical care.

SECTION 7.3d FUNERALS OUTSIDE THE IMMEDIATE FAMILY

From accumulated sick leave, one (1) day may be granted for attendance at a funeral of a person outside the immediate family. If additional time is needed, it may be requested as personal business leave.

SECTION 7.3e PERSONAL ILLNESS

Day shift custodians calling in sick during the school year must notify the Facilities Supervisor no later than one [1] hour prior to the start of their shift. If you are unable to reach the Facilities Supervisor, the day shift custodian must notify the Facilities Management Secretary at home. Afternoon shift custodians calling in sick during the school year must notify the Facilities

Management Office two [2] hours prior to the start of their shift. The Board reserves the right at such time to require a physical or mental examination of a custodian at the Board's expense by a doctor of its choice should this seem in the best interests of the school district. A written statement may be required from the attending physician in cases of injury or illness that keeps a custodian from work for five (5) or more consecutive working days. A written statement shall be mandatory commencing the eighth (8) calendar day of absence. Also, such a statement shall be mandatory in all cases of absence covered by Workers Compensation and absence requiring hospitalization regardless of the length of absence. Leave time used for personal illness shall be figured in quarter (1/4) day increments.

SECTION 7.3f ILLNESS IN THE EMPLOYEES HOUSEHOLD

Five (5) days per period of illness of a member of an employee's family shall be granted. The intent of this provision is to provide the employee time to make arrangements for the care of the sick members of his/her family. Otherwise the school district does not assume the responsibility for family illness.

The school district reserves the right to require a certified report by the doctor in attendance. In emergencies as defined by the approving administrator, additional leave days will be granted as available.

SECTION 7.4 PERSONAL BUSINESS LEAVE

Two (2) days per year beyond the sick leave allowance may be used for personal business. Personal business leave shall be used only for the purpose of conducting business, which is difficult to transact outside of normal working hours.

Custodians shall be granted personal business leave on written notification to the Assistant Superintendent for Human Resources and Support Services at least three (3) working days in advance of the anticipated absence. In cases of unanticipated need for personal business leave, the custodian shall apply as soon as possible. It is understood that such leave shall not be used for recreation purposes or to extend a holiday and/or vacation.

In the event of an emergency requiring leave prior to or following such holiday and/or vacation, the custodian shall state the reason for the leave. Custodians shall assume the responsibility of notifying the Facilities Office immediately upon receiving approval to use a personal business day.

Personal business days not used during the school year will be added to and accrued as sick leave days at the beginning of the following year.

SECTION 7.5 ABSENCES AND LEAVES – UNPAID LEAVES
SECTION 7.5a FAMILY MEDICAL LEAVE

Custodians who have been employed for at least twelve (12) months and who work at least half time, shall be eligible for twelve (12) weeks of a family medical leave during each fiscal year, July 1 to June 30.

Any health, dental and/or vision insurance shall be continued, with the premiums paid by the District, at the level and under conditions the same would have been provided if the custodian

had continued in employment during the leave period. If the custodian does not return to work after the expiration of the leave, the custodian shall reimburse the District for the cost of the premiums paid by the District for his/her insurance or the District may deduct such amounts from any pay due the custodian unless the custodian did not return to work due to circumstances beyond his/her control.

A custodian, upon return from a leave, shall receive salary schedule credit and accumulation of seniority and shall be re-employed in the same position from which the leave was taken if such a position exists, or if such a position has been eliminated, to an equivalent position for which the bargaining unit member is qualified. In case of reduction in staff during the leave period, the provisions of Section 6.1 shall prevail. The Board reserves the right to fill the position during the leave with a long-term substitute, subject to the following limitations:

1. If an employee will be absent for an extended period (6 weeks or more) a regular employee on layoff will be recalled when the absent employee exhausts their sick leave.
2. If an employee is on a long-term leave, a regular employee on layoff will be recalled by the 61st day at the latest.
3. For other absences, an employee on layoff will have first opportunity to substitute for an absent employee at the sub rate of pay.
4. An employee on layoff is not required to accept recall to substitute for an absent employee under any circumstances.

The terms and provisions of this leave section shall be construed in light of the Federal Family and Medical Leave Act of 1993.

SECTION 7.5a[1] MEDICAL LEAVE

- a. A custodian may take a combined total of twelve (12) work weeks of family medical leave for the care of a serious health condition of the custodian's spouse, child or parent, or the custodian himself/herself where the condition results in the custodian being unable to perform the functions of his/her position.
- b. For purposes of a family medical leave, child includes biological and adopted children, foster children, step children and legal wards who are under eighteen (18) years of age or who are incapable of self care because of a mental or physical disability.
- c. For purposes of a family medical leave, parent includes a biological parent or an individual who stood in a "loco parentis" to the bargaining unit member when the bargaining unit member was a child.
- d. For purposes of a family medical leave, a serious health condition is defined as an illness, injury, impairment or physical or mental condition which involves inpatient care in a hospital or medical care facility or continuing treatment by a health care provider.
- e. If the need for a family medical leave is foreseeable based on planned medical treatment of the custodian or the custodian's child, spouse or parent, a custodian shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the regular operations of the

District, subject to the approval of the health care provider. The custodian shall provide the Assistant Superintendent for Human Resources and Support Services with thirty (30) calendar days' written notice prior to the date the leave is to commence. However, where the need is not foreseeable or if the date of the planned medical treatment requires the leave to begin in less than thirty (30) calendar days, the custodian shall provide such notice upon his/her receipt of the requisite information.

- f. A custodian shall have the right to take the leave intermittently or on a reduced leave schedule when medically necessary, subject to Section g below. A reduced leave schedule means a leave schedule that reduces the custodian's regularly assigned hours in a workweek or workday. The use of a leave intermittently or on a reduced leave schedule shall reduce the twelve (12) week leave period only by the amount of leave actually taken.
- g. When leave on an intermittent or reduced leave schedule is for planned medical treatment, the Board reserves the right to require a certification from the health care provider of the custodian, or of the custodian's spouse, child or parent, as the case may be. All certifications shall state: the dates treatment is expected to be given, the duration and schedule of the treatment, and the medical necessity for the intermittent or reduced leave schedule. When the leave is for a custodian's spouse, child or parent, the certification shall also state that leave on an intermittent or reduced schedule for the custodian is necessary for the care of the spouse, child or parent, and will assist in their recovery.
- h. The custodian may elect to use his/her accumulated sick leave, vacation leave, personal leave and/or any combination thereof for all or any part of the leave.
- i. The Board reserves the right to require a certification from the health care provider of the custodian, or of the custodian's spouse, child or parent, as the case may be. All certification shall state: the date on which the serious health condition commenced, the probable duration of the condition, and the diagnosis and intended treatment of the condition. When the leave is for a custodian's spouse, child or parent, the certification shall also state that the custodian is necessary for the care of such an individual and an estimate of the amount of time that the custodian is needed for such care. When the leave is for a custodian, the certification shall also state that the custodian is unable to perform the functions of his/her employment. The Board may require that the custodian obtain subsequent re-certification on a reasonable basis.
- j. The Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided under Subsection g or i above. Where the second opinion differs from the opinion of the original certification, the Board reserves the right to require, at its expense, the opinion of a third health care provider whose opinion shall be final and binding. The identity of that third health care provider will be agreed upon jointly by the Board and the Union.

SECTION 7.5a[2] FAMILY LEAVE

- a. Upon request, a custodian make take a combined total of twelve (12) work weeks of family medical leave for the birth of a child, the placement of a child for adoption or foster care and for the first year care of a child.
- b. A custodian shall notify the District in writing of his/her desire to take such a leave and his/her intent to return, no less than thirty (30) calendar days prior to the date on which the

leave is to begin, where the necessity for leave is foreseeable based on an expected birth or child placement. If the date of the birth or placement requires the leave to begin in less than thirty (30) calendar days, the custodian shall provide such notice upon receipt of the requisite information.

- c. A pregnant custodian may commence leave before or after the birth of her child. In the latter case, the leave is available to the custodian at the termination of her disability. In the event of the child's death and upon the custodian's request, the parties to this Agreement may mutually agree to terminate the leave.
- d. The custodian and the District may mutually agree that a leave may be taken on either an intermittent or reduced leave schedule basis. A reduced leave schedule means a leave schedule that reduces the custodian's regularly assigned hours in a workweek or workday.

SECTION 7.5b HEALTH AND HARDSHIP

Any custodian whose personal illness, including pregnancy, extends beyond the period covered by accumulated sick leave and vacation leave (if the employee chooses to use vacation) shall request in writing a health and hardship leave. The custodian shall be placed on a health and hardship leave for the period of time necessary for complete recovery, but not to exceed one calendar year from the beginning of the health and hardship leave.

Upon recovery, the custodian shall be required to submit a physician's statement attesting to the custodian's ability to perform the duties of his/her position. A custodian shall return from a pregnancy, when certified by her physician that the custodian is able to return to work.

The Board reserves the right, at its option, to require an examination by a physician of the Board's choice at its expense. In the event of a conflict of a custodian's physician's statement and the Board's physician's statement regarding the custodian's fitness, the opinion of Board's physician shall be controlling.

In the event the custodian presents acceptable evidence of recovered health as provided above within one year from the commencement of the health and hardship leave, the custodian shall be returned to the same position from which the leave was taken if such position exists, or, if such position has been eliminated, to an equivalent position for which qualified. In case of reduction in staff during the period of such leave, the provisions of Section 6.1 shall prevail. Should the illness or disability be of such an extent that the custodian is unable to present acceptable evidence of recovered health within one year from the commencement of the health and hardship leave, the custodian may be re-employed at the discretion of the Board providing a vacancy for which the custodian is qualified exists at the time of recovery. The Board shall have the right to fill the position during the leave with a long-term substitute, subject to the following limitations:

- 1. If an employee will be absent for an extended period (6 weeks or more) a regular employee on layoff will be recalled when the absent employee exhausts their sick leave.
- 2. If an employee is on a long-term leave, a regular employee on layoff will be recalled by the 61st day at the latest.
- 3. For other absences, an employee on layoff will have first opportunity to substitute for an absent employee at the sub rate of pay.

4. An employee on layoff is not required to accept recall to substitute for an absent employee under any circumstances.

SECTION 7.5c MILITARY LEAVE

A leave of absence shall be granted to a custodian who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of applicable laws of the United States. Regular salary increments and seniority shall accrue.

A custodian will be granted a leave without pay for a period of minimum enlistment for full-time overseas duty in the Peace Corps. Further extensions shall be granted at the will of the Board. The salary increment shall accrue.

SECTION 7.5d GENERAL LEAVE

A custodian may be granted a general leave of absence for one year with the approval of the Board. The custodian shall notify the Board not later than three months before the expiration of this leave whether active reemployment is desired. If so, the custodian shall be assigned to a position in the school system if a vacancy exists for which the custodian is qualified.

Unless otherwise indicated, the following conditions shall apply to a general leave of absence:

1. Requests for leaves shall be in writing.
2. Eligibility shall be based on a minimum of two (2) years' continuous employment in the district.
3. All general leaves shall be limited to one year. Further extension shall be at the will of the Board.
4. While on general leave of absence, except for military leave, a custodian's seniority is maintained, but does not accrue.
5. The custodian shall be reemployed in line with his/her seniority at the current rate.
6. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
7. It is the responsibility of the custodian on a general leave to provide written notice of intention to either return or resign to the Assistant Superintendent for Human Resources and Support Services at least three months before the leave expires.

SECTION 7.6

VACATION LEAVE

For the first five (5) years of service, eight (8) hours and forty (40) minutes of paid vacation per month is earned by each custodian with accumulation to a maximum of thirteen (13) days for 12 month employees. After five (5) years of service, vacation benefits shall be as set forth below:

	<u>12-month employees/180 day employees</u>	
1 through 4 years of service	13 days/year	11 days/year
After 5 years of service	14 days/year	12 days/year
After 6-7 years of service	15 days/year	13 days/year
After 8-9 years of service	16 days/year	14 days/year
After 10 years of service	17 days/year	15 days/year
After 11 years of service	18 days/year	16 days/year
After 12 years of service	19 days/year	17 days/year
After 13 years of service	20 days/year	18 days/year
After 14 years of service	21 days/year	19 days/year
After 15 years of service	22 days/year	20 days/year
After 20 years of service	23 days/year	21 days/year
After 22 years of service	24 days/year	22 days/year
After 24 years of service	25 days/year	23 days/year

THE FOLLOWING CONDITIONS SHALL APPLY TO VACATION LEAVE DAYS:

1. Vacation time earned during one school year (July 1/June 30) must be used not later than June 30th of the following year, except that, upon the approval of the Assistant Superintendent for Human Resources and Support Services, ten (10) days of vacation time may be carried over past June 30, which ten (10) days must be used by September 1, or it is lost.
2. Earned vacation time must be taken as a vacation. However, the Board may request that a custodian take additional compensation in lieu of vacation.
3. Vacation may be taken at any time during the year.
4. Custodians who are ill may use their accumulated vacation leave time as an extension of sick leave, after all regular sick leave benefits have been used.
5. Custodians who resign, giving at least two weeks notice, shall be paid for accumulated vacation.
6. Vacation time shall be counted as actual scheduled working days on the custodial calendar. Should a holiday occur during a custodian's vacation period, it shall not count as a vacation day.
7. Requests for vacation for the total year shall be submitted to the Facilities Management Supervisor twice a year: for the period of July through December (including the winter holiday break period) requests shall be submitted by May 1st and for the period of January through June requests shall be submitted by November 1st. Except as expressly provided below in sub-paragraph 9, all approvals of vacation as requested shall depend upon the needs of the Board to carry out the work within the scheduled time.

8. Should more requests for vacation within a given period be received than can be honored, seniority using hiring date shall be the basis for granting vacation requests.

Once selection is made, if selection has to be changed, vacation time that has not been chosen must be selected, and granted on a 1st come, 1st served basis in order of vacation request received.

The District's judgment regarding the number of custodians that can be scheduled for vacation or its decision approving or denying requests, including approving and denying requests filed after either of the two above submission deadlines, shall be final and not subject to the grievance procedure.

9. All vacation monies earned shall be paid when discharged. In the event of the death of the employee his/her beneficiary will receive the amount due to the employee.
10. The Facilities Management Supervisor shall prepare and distribute quarterly, each year, a calendar indicating the dates for which vacation has been requested by a bargaining unit member. Should a custodian with two (2) weeks prior notice, request specific days[s] off for vacation, and should no other custodian have requested or be on leave [paid or unpaid] for that day[s] at the time of the request, the request for such day[s] shall be approved.

Should the written requests of two or more custodians who are requesting the same day[s] according to the foregoing paragraph be received on the same day by the Facilities Management Supervisor, the custodian with the greater seniority shall have his/her request granted.

SECTION 8.0 INSURANCE BENEFITS

The Board shall pay full premiums for the insurance programs as follows:

SECTION 8.1 HEALTH INSURANCE

Effective with the month of September, 2008, the Board will pay the premium [the base rates for full family, two person and single subscriber coverage as applicable] for the MESSA TriMed [with XVA2 rider] for the remainder of the 2008-09 insurance year for each custodian and eligible dependent(s) subject to the terms and conditions of the policy and contract applicable to this benefit. The rates in effect for the 2008-09 insurance year are the base rates referenced below.

Single	\$ 478.48
2 Person	\$1,073.07
Full Family	\$1,185.71

Effective September 1, 2009, the cost of the 2008-09 base rates for full family, two persons and single subscriber will be automatically increased by 5%. In the event the TriMed health plan rate increase exceeds 10%, the percentage increase above 10% will be split and will serve to further increase the base rate [i.e., if the TriMed premiums increase by 12%, the base rate will increase by 6% rather than by 5%].

Effective September 1, 2010, the cost of the 2009-10 base rates for full family, two person and single subscriber will be automatically increased by 5%. In the event the TriMed health plan rate increase exceeds 10%, the percentage increase above 10% will be split and will serve to further increase the base rate [i.e., if the TriMed premiums increase by 12%, the base rate will increase by 6% rather than by 5%].

Insurance for the 2011-12 school year shall be reopenable.

A custodian may obtain MESSA Super Care I, if allowed by MESSA, by paying any and all additional costs over the Board contributions set forth above.

Custodians may enter into a salary reduction agreement with the Board for the purposes of paying the difference between the premiums paid by the Board and the cost of the custodian's insurance program, having the same payroll deducted with pre-tax dollars.

Full-time employees not needing health coverage shall be provided a cash option in lieu of health benefits of \$285.00 per month. This amount shall not change during the life of this contract. A custodian may elect to apply the cash toward any other non-taxable insurance coverage or tax sheltered annuity as defined by Section 403 [b] of the Internal Revenue Code, by entering into a salary reduction agreement with the Board. Any remaining balance of the Board portion of the single subscriber premium will be remitted in cash.

When a custodian or custodian's spouse becomes eligible for Medicare, the custodian or spouse may sign up for Medicare.

SECTION 8.2 LIFE INSURANCE

The Board will pay the full premium for \$25,000 group life insurance with AD&D on the employee, the carrier to be determined by the Board.

SECTION 8.3 LONG TERM DISABILITY

The Board will pay the full premium on long-term disability, 30 calendar day modified fill, the carrier to be determined by the Board.

SECTION 8.4 DENTAL INSURANCE

The Board will pay the full premium for MESSA Delta Dental Plan E-007 with internal and external coordination of benefits (COB) for each custodian subject to the terms and conditions of the master policies applicable to such benefits.

SECTION 8.5 VISION PLAN

The Board will pay the full premium for MESSA Vision Care Plan VSP 2, subject to the terms and conditions of the master policies applicable to such benefits.

SECTION 8.6 INSURANCE COVERAGE

These provisions apply only to custodians regularly employed twenty-four (24) hours per week or more. Custodians regularly employed twenty hours or more per week, but less than twenty-four hours per week are eligible for single coverage only for health insurance in 8.1 above, \$25,000 group life insurance with AD&D, and Long Term Disability as provided in Section 8.3.

Any custodian who is not eligible for full insurance benefits may purchase through payroll deduction any portion up to the amount of coverage provided to a full-time employee.

Once coverage is designated, it shall not be altered except as birth or adoption, change in marital status, social security eligibility, death, or change of dependent status is involved, or until the next open enrollment period. Employees are required to notify the Human Resources office in writing of any such changes within thirty (30) calendar days of the change. Employees failing to do so must reimburse the school district for any unnecessary premiums paid on the employee's behalf.

Failure to make use of all or any part of the maximum possible premium coverage available shall not make any funds transferable to cash or other form of benefit for the custodian or others except as provided for in Section 8.1 above.

For employees leaving the payroll prior to the 15th of any month, the contributions towards insurance benefits by the Board shall cease with that month. The Board will consider a custodian to have left the payroll as of the last day the custodian has worked and after exhaustion of sick leave, vacation and personal leave benefits. If this day falls on or before the 15th of the month, the employee will assume the next month's premium. If this day falls after the 15th day of the month, the Board will pay the next month's premium with the employee paying the subsequent premiums.

Insurance premiums for new employees who are on the job on or before the 15th day in any month, shall be paid from the first of the following month. For those employed subsequent to the 15th in any month, insurance premiums shall be paid from the first of the second succeeding month.

Custodians who resign or retire effective June 30th of any year after having been employed the entire school year, shall have their Board-paid insurance coverages extended through the following August 31st.

A custodian who dies or has a reduction in hours shall be eligible for continuation of coverage in line with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 [COBRA], as amended.

SECTION 8.7 WORKER'S COMPENSATION

Bargaining unit members are covered by Worker Compensation benefits for work-related injury or illness. For injury or illness which would otherwise be covered by Worker Compensation benefits, but which does not either disable a bargaining unit member for seven [7] calendar days or the work-related injury or illness does not continue for two [2] weeks so as to be eligible for such benefits, the bargaining unit member shall be paid at his/her regular rate of pay with such time lost from work being charged against the bargaining unit member's accumulated sick leave.

If sick leave is used for any of the first two weeks of the injury or illness, bargaining unit members may reimburse the district for their compensation for such days and such sick leave shall be reinstated.

SECTION 9.0 RETIREMENT BENEFITS

SECTION 9.1 RETIREMENT TERMINAL LEAVE PAY

Upon a custodian's retirement, in accordance with the requirements of the Michigan Public Schools Employees Retirement Act, a terminal leave pay determined by the greater of (1), (2), or (3) below will be paid if at least ten (10) years continuous employment in this school district has occurred.

- (1) \$100.00 per year of employment in this school district, or
- (2) a sum equal to 50% of the current wage for each accumulated leave of absence day. (2) is limited to a sum up to twice the amount calculated by (1), or
- (3) \$40.00 per unused sick day, with no limit on accumulation.

SECTION 10.0 RATES OF PAY

SECTION 10.1 SALARY SCHEDULE

2008-09	2% to base wage
2009-10	2% to base wage
2010-11	2% to base wage
2011-12	Reopenable

The parties agree that wages and insurance shall be reopened for negotiations for the 2011-2012 school year. These shall be the only two items that are re-negotiable for that year, unless both parties agree to negotiate additional items.

The Custodial salary schedule. The base rates (per hour) for the 2008-09 school year are attached in Appendix A.

Grounds: if a grounds employee obtains both pesticide application and herbicide application certifications, then that employee would receive a stipend equal to the difference between the grounds and warehouse rate.

SECTION 10.2 SHIFT PREMIUM

Those custodians regularly scheduled to work on Saturday and/or Sunday as part of their regular five day work week shall be entitled to \$.25 per hour premium pay for Saturday and/or Sunday work.

Those custodians regularly scheduled to work the third shift (i.e., any shift beginning after 11:00 p.m. daily on a regular basis) shall be entitled to \$.15 per hour premium pay for all hours scheduled after 11:00 p.m. on a regular basis.

SECTION 10.3 LONGEVITY

Longevity for custodians shall be as set forth in Appendix A.

SECTION 10.4 PAY AND PAY PERIODS

All pay shall be made by direct deposit into an account designated by the custodian.

Pay periods shall be every two weeks during the year.

1. When a regular pay day occurs within a school vacation period during the school year when custodians are not scheduled to work, that day shall be advanced to the last working day prior to the beginning of said vacation period, provided that not more than one pay period shall be advanced with respect to any vacation period.
2. When the District is prepared to move its payroll to a 24 pay period, per year basis, it is agreed that this shall also apply to custodians and the foregoing paragraph shall not apply.

SECTION 10.5 OVERPAYMENT

If a custodian receives an overpayment of funds for salary or other amounts and it has been determined that there has been such an overpayment, the Board will, pursuant to MCLA 408.477; MSA 17.277(2), deduct the overpayment from the custodian's wages. If the overpayment has occurred over a period of time, such deductions shall also be made over an equal amount of time.

We, as indicated by our signatures below, agree to the above terms.

EMPLOYER

BOARD OF EDUCATION OF THE
HOLT PUBLIC SCHOOLS

Thomas Davis
Superintendent

W. Scott Szpara
Assistant Superintendent

Dr. Johnny Scott

UNION

LOCAL UNION NO. 580,
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA

William Anderson

John Taylor

Sue Osbo

Michael Gnagi

Doug Withey

