

AGREEMENT

Between

GULL LAKE COMMUNITY SCHOOLS

CUSTODIAL EMPLOYEES

11775 E D Ave

Richland, Michigan 49083-8601

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324, 324 A, B, C, D, G, H, P, RA, S – AFL-CIO

500 Hulet Drive

Bloomfield Township, Michigan 48302

July 1, 2009 – June 30, 2012

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AGREEMENT

This agreement, made by and between **Gull Lake Community Schools**, Kalamazoo, Barry and Calhoun Counties, Michigan (hereinafter called the “**School**”) and the **International Union of Operating Engineers, Local 324, 324 A, B, C, D, G, H, P, RA, S – AFL-CIO**, (hereinafter called the “**Union**”) witnesseth;

ARTICLE I

RECOGNITION

1. The School hereby recognizes the Union as the sole and exclusive collective bargaining agent for the employees for the purpose of collective bargaining with respect to their rates of pay, wages, hours and conditions of employment.
2. For the purpose of this Agreement, the word “employee” shall mean all regular “full-time” and “part-time” Custodians, except supervisory and maintenance personnel. Such employees shall constitute the bargaining unit.

ARTICLE II

UNION OBLIGATIONS

The Union agrees that:

1. It will not discriminate against any person in the bargaining unit by reason of age, sex, marital status, race, religion or national origin.
2. It will cooperate with the School in attempting to insure that reasonable work standards, schedules, rules and regulations of the School are complied with and will not, directly or indirectly, encourage or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the School.
3. No Union activity, aside from those specifically authorized in this Agreement, will be allowed to interfere with or interrupt the day-to-day operations of the School.

ARTICLE III

MANAGEMENT RIGHTS

The School hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan, and the United States, and all rights and powers to manage the School and direct the employees of the School, except as otherwise expressly provided in the Agreement.

ARTICLE IV

DUES CHECK-OFF

1. The School shall deduct from the wages of those members of the bargaining unit who are Union members the dues uniformly required as a condition of membership in the Union, provided however, that no such deduction shall be made without the prior authorization of each such employee. The dues so collected shall be remitted to the Union on or before the fifteenth (15th) day of the month following such deduction.
2. The dues, when deducted, shall be separately accounted.

ARTICLE V

CHILDREN'S FUND

1. Each employee shall have the right to freely join or refrain from joining the Union and shall not be discriminated against by reason of his/her joining or refusing to join the Union or by reason of the institution of any grievance, complaint or proceeding under this Agreement against either party or another employee.
2. If an employee does not join the Union within ten (10) days after the completion of his/her initial probationary period, or if he/she shall not continue to be a member of the Union in good standing, he/she shall contribute to the "District Children's Fund" an amount of money equal to any fees or dues, excluding special assessments, which he/she would have paid for the negotiation and administration of the Collective Bargaining Agreement if he/she had been a member of the Union, provided however, that if during the term of this Agreement it shall be determined by the Attorney General, or by a court of competent jurisdiction, that the contribution to the Fund is unlawful, this provision shall be null and void and the obligation of such employee to contribute shall terminate.
3. The continuation of the "District Children's Fund" is in recognition of the desire of the parties to allow each employee the freedom of choice in the matter of Union membership and in recognition of the mutual interest of the parties in the needs of the children of the School. Contributions to the Fund shall be placed in a separate account of the School and shall be disbursed as the committee, composed of two (2) representatives of each party, shall from time to time deem desirable. No monies shall be disbursed to or for the benefit of the School or the Union.

ARTICLE VI

EMPLOYEE CONDUCT AND DISCIPLINE STANDARDS

1. Employee Conduct

Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that causes which shall be deemed sufficient for dismissal, suspension, demotion or other disciplinary action include, but are not limited to, the following:

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

- B. The prompt notification of the Employer of any physical or mental condition of the employee which may temporarily or permanently impair the ability of the employee to adequately discharge his/her responsibilities.
- C. The prompt notification of the Employer of any defective condition in the physical facilities of the School which may cause injury or damage or which may be required in order to provide proper maintenance.
- D. The prompt notification of the Employer of any misuse, abuse, or illegal use of any of the physical facilities of the School or which the employee has responsibility.
- E. Compliance with all applicable laws, regulations, policies, and directives which are not contrary to law or to this Agreement.
- F. The avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence, and the prompt reporting of any such tardiness or absence to the Employer.
- G. Any other act constituting "unprofessional conduct" within the meaning of the Revised School Code.

2. **Progressive Discipline Steps**

- Step One Verbal Warning
- Step Two Verbal warning with note to file
- Step Three Written warning with copy to file
- Step Four Written warning with one (1) to three (30 day suspension)
- Step Five Termination

This progression shall apply to each rule violation as a separate consideration. Steps may be skipped depending on the severity of the offense.

3. **Disciplinary Action**

Any disciplinary action against an employee shall be taken with the following guidelines, namely:

The employee shall be advised by the Employer of the alleged violation.

- A. Employer shall affirmatively advise the employee that he/she has the right to have a representative of the I.U.O.E. at any formal conference at which the employee is to be disciplined, provided that the conference need not be delayed for an unreasonable time until such representative can be present.
- B. Disciplinary action shall be instituted within fifteen (15) working days after the Employer shall have received notice of the misconduct of the employee.
- C. Discipline shall include, but not confined to an, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion, or discharge and except as the seriousness of an offense shall otherwise require, shall be progressively applied.
- D. No disciplinary action shall be taken except for just cause and all disciplinary action shall be subject to review under the Grievance Procedure, except for probationary employees, or as expressly excluded by the provisions of such Contract.

- E. An employee shall be given prompt written notice of the intention to insert any materials in his/her personnel file which adversely reflects on the character of the performance of his/her duties. If the employee believes that the material is inaccurate, he/she may, within ten (10) days following notification of the Employer's intention to insert such material in his/her personnel file, submit a written statement concerning such material, which statement will be attached to such adverse material and placed in his/her personnel file.
- F. Written discipline not constituting "unprofessional conduct" within the meaning of the Revised School Code, MCL 380.1230(b), shall remain in an employee's file for a maximum of three (3) years and then shall be removed. All written discipline or notes shall contain a signature of the employee, acknowledging receipt unless employee so refuses to acknowledge.

ARTICLE VII

GRIEVANCE PROCEDURE

Step One

An employee having a grievance shall present it orally to his/her supervisor within five (5) working days of the said alleged grievance.

Step Two

- A. The Steward, together with the aggrieved employee, shall reduce the grievance to writing and indicate the alleged Contract violation and remedy desired.
- B. The aggrieved employee and his/her supervisor shall sign the grievance.
- C. The grievance shall be submitted to the Superintendent or his/her designee within five (5) working days from the date of Step One.

Step Three

- A. A Steward and a representative of the Union shall meet with the Superintendent or his/her designee to discuss the grievance within five (5) working days of its written submission.
- B. The Superintendent or his/her designee shall give his/her decision in writing within five (5) working days from the meeting with the Steward.

Step Four

If the grievance is not satisfactorily adjusted in Step 3, the Union may submit the grievance to arbitration by written submission to the American Arbitration Association, with simultaneous written notice to the Employer, within ten (10) working days after the Step 3 decision is received. The arbitrator will be selected according to the arbitrator selection procedure of AAA.

The arbitrator's decision on the grievance shall, unless timely appealed, be binding upon the Employer, the Union, and any unit member(s) involved. The arbitrator shall base his/her decision solely upon the specific and express terms of this Agreement. The arbitrator shall not have authority to add to, subtract

from, ignore, modify or vary the terms of this Agreement. The arbitrator shall render his/her written decision within thirty (30) days from the conclusion of the hearing, unless otherwise agreed to by the parties. Either party shall have the right to commence an action in a court of competent jurisdiction within the time limits provided by law, seeking to vacate and/or enforce the decision of the arbitrator. The employer and the union will each bear their own expenses related to the preparation, presentation, argument and appeal of their respective cases. However, the fees and expenses of the arbitrator and the fees of the agency with which the arbitration is filed for processing will be shared equally by the employer and the union.

ARTICLE VIII

NEW JOBS

1. The School shall have the right in its discretion, to establish, modify, or eliminate existing classifications or positions, and to establish such new or revised job descriptions, specifications, classifications and rates of pay as may be appropriate, provided however, that such action shall not be for the purpose of reducing the rate of a job in which no substantial change in the job itself has occurred.
2. The School shall notify the Union of such action and the parties agree to meet within thirty (30) days to negotiate the rate and classification.

ARTICLE IX

JURISDICTION

Employees of the School not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instruction, training, experimentation or in cases of emergency. This provision does not include, nor shall it affect, the use of Christmas vacation and summer vacation temporary employees.

ARTICLE X

AUTHORIZED ABSENCE

Provision for authorized absence has been made to meet the humanitarian and legitimate needs of the employees and not to provide additional vacation. The absence or tardiness of an employee decreases cost effectiveness and imposes increased responsibility and inconvenience on other employees. It is, therefore, the responsibility of an employee to avoid any unnecessary absence or tardiness.

1. Sick Leave

Upon completion of the initial probationary period, each regular, full-time employee shall earn one (1) day of sick leave for the first eight (8) months of employment to a total of eight (8) sick days per year, with a limit of one hundred (100) days accrued. The sick leave allowance of part-time employees who are employed on a regular basis shall be reduced proportionately. Sick leave shall be administered in accordance with the following guidelines, namely;

A. Sick leave may be used for:

1. Any physical or mental condition which disables an employee from performing his/her assigned duties, excluding any condition compensable by Worker's Compensation or resulting from maternity to the extent permitted by law.
2. Any communicable disease which would be hazardous to the health of students or other employees.
3. Physical examination or medical treatment which cannot reasonably be scheduled outside of the regular work day or on a non-work day.
4. Funeral leaves, to the extent hereinafter provided.

B. Sick leave shall be allocated in one-half (1/2) day increments, shall be charged against working days only, and shall cease to accumulate during such period as an employee is on a leave of absence, laid off, receiving Worker's Compensation or disability insurance benefits, or is otherwise not regularly providing services to the Employer.

C. Sick leave for the year shall be made available on July 1. While it will be earned at the rate of one day a month for a total of eight, it is possible within the year for an employee to use sick leave before it is earned.

1. If an employee were to leave during the year he/she may owe the School for unearned sick leave that had already been used. This will be deducted from the final paycheck.
2. Upon completion of the initial probationary period an employee who joins the School during the year will be credited with sick leave for the number of days that it is anticipated that he/she will earn that year.

2. Bereavement Leave

1. If a spouse, child, grandchild, brother, sister, parent, brother and sister-in-law, or grandparent of an employee, or the employee's spouse shall die and the employee shall attend the funeral of such person, the employee shall be entitled to three (3) days leave if reasonably required, and not more than five (5) consecutive days in the event of multiple deaths, which days shall not be charged against sick leave.
2. Additional time may be granted as reasonably required for travel to the funeral, which additional time shall be chargeable to sick leave.
3. An employee shall be entitled to receive one (1) leave day when required to serve as a pallbearer at a funeral, which leave shall be charged to sick leave.

3. Court Leave

An employee who is required to appear for jury service or is subpoenaed as a witness in proceedings which arose out of and in the course of his/her employment with the Employer (but not including actions brought by the employee, other employees, or the Union against the Employer) shall be entitled to receive his/her regular compensation, less any fees paid, up to a period of sixty (60) days. The employee shall return to his/her duties whenever his/her attendance in court is not actually required.

4. Other

The Employer may require verification of eligibility for benefits under this Article. Employees who, knowingly, withhold or who misrepresent material information which could affect eligibility for benefits, may be subject to discipline and forfeiture of benefits.

ARTICLE XI

SENIORITY

1. A new employee shall be on a probationary status for the first ninety (90) days of active employment. During the probationary period, the retention of a new employee shall be at the discretion of the School.
2. Seniority shall begin to accumulate at the completion of the probationary period, provided however, that an employee who has been promoted to a higher classification shall continue to accumulate seniority in his/her former classification. Employees promoted to supervisory positions shall retain, but not accumulate, seniority.
3. All seniority is lost by an employee who resigns or is dismissed for just cause.
4. An employee shall be laid off, recalled or demoted according to his/her seniority. Employees shall receive at least 30 days notice of layoff. Probationary employees shall be laid off first, before any seniority employees in the bargaining unit are laid off.
5. An employee on scheduled lay-off shall have the right to displace an employee with less seniority, provided that the senior employee is qualified to perform the duties of the position, and provided that during his/her term of office, the Steward shall be given first consideration for the purposes of shift preference, lay-off and recall only, if he/she is qualified to do the required work. Upon the termination of his/her term, he/she shall be returned to his/her regular status. Only one (1) Steward at a time shall be given the foregoing preferential status.
6. An employee in the bargaining unit elected or appointed to a full-time office in the Union, whose duties require his/her absence from his/her work, shall be granted a leave of absence for the term of such office and shall accumulate seniority during his/her term of office, and at the end of such term, he/she shall be entitled to resume his/her regular seniority status and all job and recall rights.

ARTICLE XII

TRANSFER AND PROMOTION PROCEDURE

1. Employees shall be divided into classifications set forth on Exhibit "A".
2. Notice of all vacancies and newly created positions within the unit shall be posted on employee bulletin boards within five (5) days, and the employee shall be given five (5) working days in which to make application to his/her supervisor to fill the vacancy or new position. The Employer may waive the five (5) days posting requirement for the 60 day probationary period found in #3 below, and fill the position with a substitute. The position will then subsequently be posted after the 60 day probationary period is successfully completed. Job postings shall include pay rate and benefits, job duties, hours and building assignments.

3. Promotions and transfers shall be based on seniority, providing the employee has the necessary qualifications to perform the duties of the job involved, after a sixty (60) day probationary period. If a promoted or transferred employee does not satisfactorily perform the duties of the new classification or position during the probationary period, the School and/or employee may return him/her to his/her former position or classification.
4. Part-time employees shall be offered the opportunity to fill-in for those bargaining unit employee's on vacation, sick or other types of leave, and for summer work, for five (5) days or more, before the District fills those positions with non-bargaining unit substitutes.
5. An employee temporarily transferred shall be paid either the rate of the position from which he/she is transferred, or the rate of the position to which he/she transferred, whichever is higher.
6. Temporary transfers shall be for a period of no longer than is reasonably necessary.
7. A seniority list shall be made available to the Union Representative on or about September 1, of each year.

ARTICLE XIII

VISITATION

After presentation of proper credentials, Officers or accredited representatives of the Union shall be admitted (upon the request of the Union) into the buildings of the School system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for the purpose of assisting in the adjustment of grievance; provided, that such visitation shall not be in areas which would be detrimental to the management and function of the School or its students.

ARTICLE XIV

COMPENSATION AND BENEFITS

1. Basic Compensation

The basic compensation of each employee shall be as set forth in Exhibit "B".

2. Fringe Benefits

The fringe benefits for each employee, including holidays, vacations, and medical and hospitalization insurance shall be set forth on Exhibit "B".

3. Overtime Compensation

A. An employee shall be entitled to receive overtime compensation at the rate of one and one-half (1-1/2) times his/her regular rate of pay for hours worked in excess of forty (40) hours during a work week. Overtime shall not be paid on overtime unless expressly required by applicable laws or regulations. Overtime work shall be as scheduled by the Employer and except in the case of an emergency, must be authorized by the Employer in advance. Overtime shall be divided and rotated as equally as practicable within a building according to seniority and among those

employees who are qualified to perform such work. No employee shall be called upon or required to lay-off during his/her regular hours to equalize time on account of having worked overtime. All regular hours worked (or not worked but paid for) shall be used for computing overtime.

- B. **Sunday Work.** All Sunday work shall be paid at two (2) times the regular rate of pay for hours worked.
 - a. If the work is done in excess of a 40 hour work week the rate will be 2 times regular pay instead of the 1 ½ rate referenced above.
 - b. If the work is done within a 40 hour work week it will be at 2 times regular pay instead of 1 times regular pay.
- C. **Holiday Work.** See Exhibit B, Compensation and Benefits, Holiday Pay (paragraph 8c) for holiday pay rates.

4. **Reporting Pay**

- A. An employee reporting for work on his/her regular assigned shift and who is sent home for reasons other than disciplinary or medical, and who has worked two (2) hours or less, shall receive a minimum of two (2) hours pay for reporting to work.
- B. Should he/she be allowed to work more than two (2) hours during his/her regular assigned shift, he/she will receive pay for his/her full shift.

5. **Retirement Benefit**

- A. An employee upon death or retirement shall be entitled to receive payment for one-half (1/2) of the employee's unused sick days in his/her sick leave bank. As indicated in Article XI, Paragraph A the maximum in the bank is 100 days.

ARTICLE XV

UNIFORMS

Each employee, upon the completion of the probationary period, shall be entitled to receive, at the expense of the School, \$50.00 annually that shall be used toward the purchase of three (3) uniform shirts utilized by the school or privately purchased pants or shoes. Employee shall wear khaki or black pants as part of their school uniform, but may purchase the pants privately. The uniform allotment shall be paid not later than the first (1st) pay period following the beginning of the school year. The uniforms shall be selected by the School and shall be of good quality. Employees in the bargaining unit will be given an opportunity to express a preferred style of shirt and pants, from the School approved catalog, and this preference shall be communicated to the administration before the selection is made. Each employee shall wear his/her uniform while performing duties for the school and shall maintain the uniforms in a neat and satisfactory condition at his/her own expense. The School may furnish this benefit to an employee during the probationary period.

ARTICLE XVI

DUAL SUPERVISION

Except as an employee shall be required to perform duties at more than one (1) work location, he/she shall be directly responsible to one (1) supervisor. The supervisor shall be the Supervisor of Buildings and Grounds as of this agreement, but may be changed by the Employer due to circumstances. Employees will be given reasonable notice thereof. It is recognized that when a building administrator is on site the employee shall complete tasks reasonably requested by the administrator.

ARTICLE XVII

SAFETY

No employee shall be required to enter a building during a bomb threat until the building is declared safe by police or proper authorities.

ARTICLE XVIII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

1. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the School, unless executed in writing between the parties hereto and the same has been ratified by the Union.
2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.
3. If any Article or Section of this Agreement or any supplement hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected hereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XIX

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XX

EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective as of July 1, 2009 and shall remain in full force and effect until June 30, 2012. The negotiations of a new Agreement shall begin upon the written request of either party made not more than sixty (60) days prior to the expiration of this Agreement. The initial meeting of the parties shall be held within ten (10) days of the receipt of such notice.

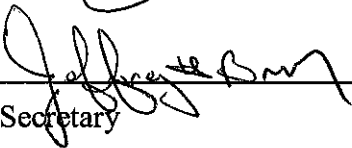
IN WITNESS WHEREOF of the parties have caused this Agreement to be executed the date first above written.

FOR THE EMPLOYER

Gull Lake Community Schools
Kalamazoo, Barry and Calhoun
Counties, Michigan
11775 E D Avenue
Richland, MI 49083-8601



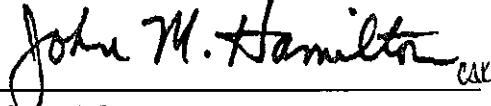
President



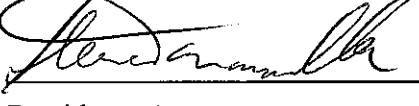
Secretary

FOR THE UNION

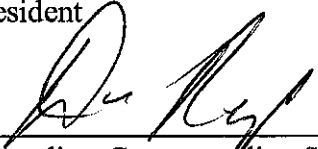
International Union of Operating Engineers
Local 324, 324 A, B, C, D, G, H, P, RA, S -
AFL-CIO
500 Hulet Drive
Bloomfield Township, MI 48302
Phone (248) 451-0324



Business Manager



President



Recording-Corresponding Secretary

EXHIBIT "A"

JOB CLASSIFICATIONS

1. Category "A" Employee

A category "A" employee shall be responsible for and be able to perform all of the duties of a category "B" employee and have either the overall responsibility for a building or for the supervision of other Custodians.

2. Category "B" Employee

A category "B" employee shall be responsible and able to perform the following:

- A. The Custodian shall be responsible for the performance of duties involving the care and maintenance of buildings and grounds, except to the extent that the Employer may provide employees from outside the bargaining unit to perform all or any portion of such responsibilities.
- B. He/she carries out routine tasks of daily cleaning. This includes the sweeping and mopping of floors, floor washing as needed, emptying and cleaning waste receptacles, dusting and straightening the arrangement of furniture and equipment, cleaning chalkboards, erasers, and chalk racks, heating units, ledges, shelves and sills, cleaning and sanitizing of restrooms, shower rooms and kitchens, replacing expendable supplies, replacing light tubes and bulbs, and leaving classrooms, halls, offices, cafeterias and other areas in proper condition for use. He/she performs minor repair and maintenance jobs regarding the building structure, plumbing, electrical systems, hardware, heating and ventilation, furniture and equipment in buildings and on grounds.
- C. He/she performs periodic thorough cleaning tasks as directed on floors, walls, doors, windows, ceilings, furniture, plumbing, and equipment. He/she carries out assigned tasks of painting, refinishing, constructing and remodeling.
- D. He/she maintains school roadways, lawns, shrubbery, trees, fencing, drains, playgrounds and their equipment, and athletic fields and their equipment, as he/she is directed.
- E. He/she maintains building security and assists other employees in guarding against theft, vandalism, fire, explosion, and storm damage. He/she reports any matter of potential danger, misconduct and equipment malfunction, and renders assistance until help arrives in order to protect lives and property.
- F. He/she sets good examples for young people using sound judgment and displaying proper attitudes in performing his/her work, dealing with others, and in personal appearances and conduct.
- G. He/she performs his/her duties with care and thoroughness using good sense and in the knowledge that his/her contributions are an indispensable part of the teamwork required in promoting good education.
- H. He/she carries out matters of preparing facilities for use at school and community events on the premises, then returns the areas to proper condition for regular use.

EXHIBIT "B"

COMPENSATION AND BENEFITS

1. Basic Compensation

<u>Classification</u>	<u>2009/2010</u>	<u>2010/2011</u>	<u>2011/2012</u>
<u>Wages frozen at 2008/2009 rates</u>			
Category "A" Employee:			
Step 1	\$13.71	\$13.71	\$13.71
Step 2	\$14.98	\$14.98	\$14.98
Category "B" Employee:			
Step 1	\$13.01	\$13.01	\$13.01
Step 2	\$14.28	\$14.28	\$14.28

Note: Category "B" employee rates are \$.70 less per hour than category "A" employee rates. If a category "B" employee bids into a category "A" position he/she will be placed at the same step from whence he/she bid.

- A. The Employer will reimburse full tuition for tuition and fees for employees wishing to further their education in a program pre-approved by the Superintendent or his/her designee. If this is a graded program the employee must receive a passing grade for reimbursement.
- B. The Employer shall have the right to pay a probationary employee up to twenty-five cents (\$.25) less per hour than the regular classification rate.
- C. The Employer shall have the right to pay a lead person up to twenty-five cents (\$.25) more per hour than the regular classification rate.

2. Definition of Full-Time Employee for Insurance

For the purpose of insurance benefits any employee normally scheduled to work six (6) or more hours each day are entitled to receive full insurance benefits.

3. Term Life Insurance

The employer shall provide for each full-time employee, who has completed the initial probationary period, ten thousand dollars (\$10,000.00) of term life insurance at standard rates. The contribution of the Employer shall be proportionately reduced for an employee who works less than the Contract year and/or less than full-time, provided that no contribution shall be made for an employee whose hours of employment are less than those required by the insurance carrier for membership in a group.

The insurance contributions shall terminate at the end of the calendar month in which the obligation of the Employer to pay wages or sick leave ends.

4. Medical/Hospital/Insurance

Effective July 1, 2009, the Union agrees to provide all health insurance on behalf of its group. With the District's Administration to administrator said insurance. The District's contribution for said insurance begins July 1, 2009, and shall not exceed:

- (1) Single = \$429.88
- (2) Two Person = \$1,019.06
- (3) Family = \$1,284.89

Any premium amounts required to maintain coverage in excess of the Board's monthly premium contributions specified above shall be the responsibility of the bargaining unit member and shall be payroll deducted form the wages of that individual.

5. Dental Insurance

The Employer shall provide, for each full-time employee who has completed the initial probationary period, dental coverage. The dental coverage shall be one hundred percent (100%) of "Delta Dental 80/20". The Union agrees to reopen this insurance for negotiation should a portion of the District become seld-funded.

The contribution of the Employer shall be proportionately reduced for an employee who works less than the Contract year and/or less than full-time, provided that no contribution shall be made for an employee whose hours are less than those required by the insurance carrier for membership in a group. The Employer's contribution shall terminate at the end of the month in which an employee ceases to perform work for the Employer.

6. Night Shift

- A. All employees working the second shift shall receive twenty (\$.20) cents per hour extra. A majority of those hours must be worked after 3:30 p.m.
- B. All employees working the third shift shall receive forty (\$.40) cents per hour extra. A majority of those hours must be worked after 11:00 p.m.

7. Pay Periods

All custodians will be paid bi-weekly.

8. Holidays

Employees shall receive the following holidays, namely:

Day before New Year's Day	July Fourth	Friday after Thanksgiving
New Year's Day	Labor Day	Day before Christmas
Memorial Day	Thanksgiving Day	Christmas Day
	Scheduled Holiday	

- A. A holiday shall not be observed if it is a school day.

- B. An employee shall receive his/her regular compensation for the above holidays if the employee was not absent the last day preceding the holiday and the first work day following the holiday. With administration's permission, this provision may be waived as it relates to working the day prior and after the holiday.
- C. If an employee is not scheduled to work on a holiday, but his/her services are required for an emergency, he/she shall receive double (2x) his/her regular base rate for all hours worked, with a minimum of two (2) hours.
- D. A "scheduled holiday" shall be provided by the School between January 1, and Memorial Day, on such day as the School shall determine, and may be scheduled in the School's discretion on different days for different employees. Seventy-five (75%) of the vacation leave benefit in this provision must be scheduled during summer break and other District breaks and holidays. All employees hired after July 1, 2009 shall receive a maximum of two calendar weeks of leave at the end of the second year of uninterrupted service for the remainder of their employment in this bargaining unit.

9. Vacations

A. Paid Vacations

Each employee shall, for each anniversary year, receive vacation with pay as follows:

<u>Employment Period</u>	<u>Vacation</u>
One (1) Year of Uninterrupted Service	One (1) Calendar Week
Two (2) Years of Uninterrupted Service	Two (2) Calendar Weeks
Seven (7) Years of Uninterrupted Service	Three (3) Calendar Weeks
Twelve (12) Years of Uninterrupted Service	Four (4) Calendar Weeks
Twenty (20) Years of Uninterrupted Service	Five (5) Calendar Weeks
Twenty-five (25) Years of Uninterrupted Service	One (1) additional Personal Day (in addition to Five (5) Calendar Weeks)

The School shall establish a vacation schedule and shall, to the extent consistent with its staffing needs, schedule vacations at times convenient with the employees.

B. Unpaid Vacations

Each employee may take an unpaid vacation of up to five (5) work days in accordance with the following guidelines, namely:

1. The vacation shall not conflict with the staffing needs of the School, and the School shall not incur any additional costs by reason of the employee's absence.
2. The vacation shall be scheduled at a time mutually convenient to the School and the employee, and if there is a conflict between employees it shall be rotated to the extent possible starting with the most senior employee.

The provision for unpaid vacation has been included in this Agreement between the parties on a trial basis only, in order to permit the School to more adequately meet the legitimate needs of its employees.

10. T.B. Tests

The School shall either furnish facilities for T.B. tests or reimburse each employee for such tests to the extent that such tests are required by law.