



AGREEMENT

Between

PARCHMENT SCHOOL DISTRICT

and

KALAMAZOO COUNTY EDUCATION ASSOCIATION

**CUSTODIAL, MAINTENANCE, MONITORS,
TRANSPORTATION**

July 1, 2012 - June 30, 2013

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between PARCHMENT SCHOOL DISTRICT, County of Kalamazoo, Michigan, acting by and through its Board of Education (hereinafter called the "Employer"), and the KALAMAZOO COUNTY EDUCATION ASSOCIATION/PARCHMENT CMFST an affiliate of the MEA/NEA (hereinafter called the "Union");

WITNESSETH:

ARTICLE 1 - PURPOSE AND RECOGNITION

- 1.1 Purpose The general purpose of this Agreement is to promote orderly and peaceful relations between the Employer and the employees for the mutual benefit of the public, the Employer, the Union, and the employees.
- 1.2 Recognition The Employer recognizes the Union as the sole and exclusive representative of all the employees in the bargaining unit in respect to rates of pay, wages, hours of employment, and other conditions of employment.
- 1.3 Employee Defined The word "Employee" as used herein shall mean all lunch room monitors employed by the Employer, all full-time and regular part-time maintenance and custodial employees, and all regularly scheduled certified transportation employees, excluding student help hired on a part-time basis, substitutes or supervisory personnel.
- 1.4 Excluded Employees Excluded employees include supervisors, substitutes and all other employees of the School District. It has been specifically agreed by the parties that the Employer may utilize temporary or seasonal employees to perform work which results from leaves of absences such as illness and vacation, seasonal work, and work for a special or extraordinary situation which is of a limited duration. Should it become evident that the position is more than of limited duration, the position shall be put out for bid. The parties have further agreed that the three (3) custodial positions filled by students shall remain non-bargaining unit positions.

ARTICLE 2 - UNION RIGHTS AND RESPONSIBILITIES

- 2.1 Union Rights In order to facilitate the administration of this Agreement, the Union shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:
 - 2.11 Meetings The use of school facilities at reasonable hours for the conduct of meetings of the Union, provided that such use shall be without cost to the Employer and shall not interfere with the primary educational use of the facilities. The Union agrees to abide by the rules and regulations established by the Employer for use of school facilities.
 - 2.12 Notices The use of inter-school mail services for the purpose of distributing Union materials.
 - 2.13 Equipment The use of school equipment, including typewriters and duplicating equipment, provided that the Union shall pay the reasonable cost of all materials and

supplies used and that such use shall not interfere with the primary educational purpose.

2.14 Bulletin Boards The use of designated bulletin boards, or sections thereof, for the purpose of posting Union materials. All materials shall bear the name of the Union and the name of the person authorizing the posting thereof. No Union materials of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin boards and no displayed material shall be derogatory to the Employer or to any employee. The Union shall save and hold the Employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials.

2.15 Agency Shop/Dues Collection

A. All employees who are not members of the Association in good standing shall, as a condition of employment, either:

1. Become members and maintain their membership in the Association;
2. Pay a service fee to the Association. The service fee shall be determined by the Association, but in no event shall it be more than the dues uniformly required to be paid by Association members; or
3. If any employee who evidences to the Association he is a member of a church whose teachings have historically forbidden the joining or supporting of a labor union and who has such a personal religious conviction himself, shall pay a sum equivalent to the aforementioned service fee to a non-union non-religious charitable organization mutually agreed upon by the Employer and the Association.

B. For all bargaining unit members, as of the date of execution of this Agreement, application for membership or payment of the fee shall be made as of the 31st day following execution of this Agreement provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article. All new employees shall become members or render payment of the service fee upon completion of their probationary period.

C. Employees who fail to comply with the requirement as set forth in this Article shall be dismissed from their employment by the Board according to the following procedure:

1. The Association shall send charge of noncompliance to the employee by certified U.S. mail, return receipt requested, to the address provided by the Employer and shall provide ten (10) days for compliance and shall further

advise the recipient that request for discharge may be filed with the Board in the event compliance is not affected. The Association shall transmit a copy of said notification to the Superintendent.

2. If the employee fails to comply, the Association may, in writing, with a copy sent to the employee, demand that the Board terminate the employee.
3. Upon receipt of such demand for termination the Board shall, within ten (10) days, offer the charged employee an opportunity for a hearing. Such hearing shall be limited solely to the charge of non-compliance. Such hearing shall be set by the Board to occur within no less than thirty (30) days from receipt of the demand for termination.

D. The Association agrees to indemnify and save the Board harmless from and against any and all claims, suits and/or any other form of liability and for all expenses and costs incurred that may arise out of or by reason of any action taken by the Board in reliance upon or in compliance with the terms and provisions of this Article.

E. Any employee may sign and deliver to the Board an assignment authorizing deduction of Association membership dues or the service fee for employees who are not members of the Association. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of any year. Pursuant to such authorization, the Board shall deduct an equal amount of such dues each month, September through June. Deductions for employees employed after September 1 shall commence with the next scheduled deduction period for all employees, i.e. such member shall pay an equal amount of the prorated annual dues or service fee applicable to such employee each month until such dues or service fee is paid in full for that year. Association dues shall be remitted to the Association Treasurer once a month.

2.16 Union Leave Days. At the beginning of every school year, the Union shall be credited with five (5) days to be used by members who are officers or agents of the union; provided, however, that the Union shall reimburse the Board for substitutes, if needed, at the current substitute rate of pay for days used over three (3). In addition, the Union President shall receive three (3) days to conduct Union business; provided, however, that the Union shall reimburse the Board for substitutes, if needed, at the current substitute rate of pay. The Union President agrees to notify the Board in writing no less than seventy-two (72) hours in advance of taking such leave and identifying the individuals to be on leave.

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

- 2.21 Union Representatives The Union shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.
- 2.22 Union Cooperation The Union agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operation of the Employer. The provisions of this Section shall remain in full force and effect during the term of this Agreement.
- 2.23 Union Activities Except by the express agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Union activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives of the Union from having such reasonable contact with members of the Union as shall be necessary to ascertain that the terms of this Agreement are being observed, and provided further that if an authorized representative of the Union is required by the Employer to attend a meeting during his regularly scheduled work day, such representative shall not be docked.

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 3.1 Personnel Files The Employer shall cause an official personnel file to be established and maintained for each employee in accordance with the following guidelines:
- 3.11 An employee shall have the right, upon prior request, to review the contents of his personnel file. A representative of the Union may accompany the employee at the request of the employee. The file shall be reviewed in the presence of a representative of the Employer. The references and/or credentials of the employee shall not be subject to review.
- 3.12 An employee shall be given a copy of any material placed in the employee's personnel file which adversely reflects on the character of the employee's service.
- 3.13 If an employee disagrees with information contained in his personnel file, the employee may request a conference with the Employer for the purpose of discussing the removal or modification of such information. If the objectionable material is not removed or modified in a manner satisfactory to the employee and the Employer, the employee shall have the right within ten (10) days following the conclusion of the conference to have inserted in his personnel file a statement concerning such material.
- 3.2 Employee Conduct Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that they include the following:

- 3.21 Performance of all duties with reasonable diligence and in a workmanlike manner.
- 3.22 Prompt notification to the Employer of any physical or mental condition of the employee which may temporarily or permanently impair the ability of the employee to adequately discharge his responsibilities.
- 3.23 Prompt notification to the Employer of any defective condition in the physical facilities of the District which may cause injury or damage, or which may be required in order to provide proper maintenance.
- 3.24 Prompt notification to the Employer of any misuse, abuse, or illegal use of any of the physical facilities of the District for which the employee has responsibility.
- 3.25 Compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to the express terms of this Agreement.
- 3.26 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.
- 3.27 Avoidance of outside employment or other competing activities which may reasonably impair the ability of an employee to adequately discharge his duties.
- 3.28 Avoidance of any activity which:
 - A. Is contrary to the best interests of the Employer and its responsibility to the public for the education, safety and well-being of students and other persons who may use its facilities and for the proper preservation of public property; or,
 - B. Is contrary to honesty or good morals.
- 3.3 Employee Discipline. Any disciplinary action against an employee shall be taken in accordance with the following guidelines:
 - 3.31 The employee shall be advised as to the specific violation which is alleged for which disciplinary action is to be taken.
 - 3.32 The Employer shall affirmatively advise an employee that the employee has the right to have a representative of the Union present at a formal conference at which disciplinary action may be taken, provided that the conference need not be delayed for an unreasonable time until such representative can be present and in no event shall the Employer be restricted from taking such protective action as the Employer may determine to be necessary to protect the rights of students and others pending the holding of the formal conference. For the purpose of this provision, a formal conference is defined as one that has been prearranged.

- 3.33 Discipline shall include, but not be confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion, or discharge. Discipline (except as the seriousness of an offense shall otherwise require) shall be progressively applied.
- 3.34 No disciplinary action shall be taken except for just cause and all disciplinary action shall be subject to the Grievance Procedure, except for new employees during the probationary period or as expressly excluded by the provisions of this Agreement.
- 3.4 Non-Discrimination The Employer and Union agree that they will in no way discriminate against or between employees covered by this Agreement because of their race, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, union activities, or membership or non-membership in the Union.
- 3.5 Employee Protection If an employee, acting within the scope of his employment and in compliance with policies and regulations of the Employer, is assaulted, such employee shall be furnished legal counsel at the expense of the Employer to advise the employee of his rights and obligations, provided that the employee shall have promptly reported any such incident to the Employer.
- 3.6 Working conditions
- 3.61 Student Control and Discipline The Employer agrees to provide assistance to all employees with respect to the maintenance of student control and discipline in accordance with policies and regulations established by the Employer.
- 3.62 Safety Glasses The Employer shall provide without cost to an employee non-prescription safety glasses when such glasses are required, provided that whenever such glasses are furnished, the employee shall be required to use them and provided further that the employee shall be responsible for their care in accordance with rules established by the Employer.
- 3.63 Licenses An employee shall be reimbursed for the cost of obtaining renewals of licenses required by the Employer as a condition of employment or by law.
- 3.64 Restroom Facilities The Employer shall provide restroom and lavatory facilities for employee use.

ARTICLE 4 - EMPLOYER RIGHTS AND RESPONSIBILITIES

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

- 4.2 Rules and Regulations The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations. Rules and regulations shall be conclusively deemed to be reasonable if the Union shall fail to notify the Employer in writing as to its specific objections to any such rules within ten (10) days after notification to the Union President and the steward of the affected classification.
- 4.3 Employer Cooperation The Employer agrees to cooperate with the Union in the application of this Agreement and further agrees that it will not engage in any lockout or related activity. The provisions of this Section shall remain in full force and effect during the term of this Agreement.

ARTICLE 5 - SENIORITY

- 5.1 Probationary Employees A new employee shall be on probation for forty-five (45) days following the first date of service. There shall be no seniority for probationary employees. During such probationary period, the employee may be disciplined, suspended or discharged by the Employer for reasons satisfactory to the Employer.
- 5.2 Seniority Defined Except as otherwise provided in this Agreement, bargaining unit seniority shall be measured from the employee's last date of hire and classification seniority from the date of first service in the classification. If two (2) or more employees have equal seniority, the employee having the lowest Social Security Number shall be deemed to be most senior. For the purpose of this Section, "service date" shall mean the date when the employee first provided services for the Employer after the last interruption of service, if the employee has been employed more than once by the Employer. Employees who transfer to a non-unit position shall have their seniority determined as provided in 5.5F below.
- 5.3 Temporary Vacancy When a temporary vacancy in a classification is filled by an employee from another classification, that employee shall not accrue seniority in the classification to which he/she has temporarily transferred, but shall continue to accrue seniority in the classification from which he/she transferred.
- 5.4 Seniority Lists The Employer shall prepare and post seniority lists by bargaining unit and by classification within twenty (20) days after the effective date of this Agreement and at least annually as of June 30 of each year. For purposes of this provision, the following classifications shall be used:
- A. Maintenance employees.
 - B. Custodial employees.
 - C. Transportation employees.
 - D. Lunch Room Monitors.

A copy of each list shall be given to the Union. The Union shall notify the Employer of any error within twenty (20) days. The names of all employees in the bargaining unit and in the several classifications shall be listed in order of their length of service beginning with the employee with the greatest amount of seniority at the top of the list. Length of service shall be counted in full days of employment with any portion of a day counted as a full day and shall be reported in years, months and days of service. Seniority shall be certified for each day of employment unless otherwise exempted by this Agreement.

5.5 Loss of Seniority Seniority shall be lost on the termination of the employment relationship. The employment relationship shall terminate if an employee:

- A. Voluntarily quits;
- B. Retires;
- C. Is totally and permanently disabled;
- D. Is discharged and is not reinstated;
- E. Is laid off and not recalled pursuant to Article 7; or
- F. When an employee transfers to a non-unit position within the School District, his seniority shall be frozen and cease to accumulate. After a period of one (1) year, the employee's seniority shall terminate.

ARTICLE 6 - VACANCIES, TRANSFERS AND PROMOTIONS

6.1 Notice Notice of a vacancy or newly created position within the bargaining unit shall be posted on employee bulletin boards within five (5) days from the Employer's decision to fill the position. The notice shall remain posted for a period of five (5) days. The Employer shall notify the Union President of all vacancies occurring during the summer months and the posting period shall be extended for such vacancies to eight (8) days.

6.2 Selection Except as hereinafter provided, transfers and promotions within the bargaining unit shall be made by the Employer on the basis of ability and bargaining unit seniority. The position shall be awarded to the most senior employee who has the qualifications and skills necessary to perform the duties of the vacant positions and who has performed satisfactorily in his present position, provided, however, that the most senior employee in the classification in which the vacancy exists who has the requisite qualifications and skills shall be given preference. When filling a position in the custodial or maintenance classifications, the Employer may consider an applicant's prior experience as, or skills associated with, a custodian or maintenance employee, as a necessary qualification of the job. Within ten (10) days after the expiration of the posting period the Employer shall make known its decision as to which applicant, if any, has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union.

- 6.3 Trial Period The successful applicant shall be granted a trial period of forty-five (45) days, provided that an employee who demonstrates a clear lack of ability to learn the job, or where safety and health are involved, may be removed sooner. If the employee fails to perform satisfactorily in the new classification or position during the trial period or provides written notice to the Employer of a desire to return to his former classification or position, he shall be returned to his former classification or position and rate of pay without any loss of seniority.
- A. The position so vacated is to be posted as a temporary position.
 - B. An employee transferred to the temporary position shall receive holiday pay and benefits only to the extent he or she qualified for same in the previous position. Holiday pay and sick leave will be paid at the number of regularly scheduled hours and rate of pay of the previous position.
 - C. If the position is later determined to be permanent, it shall be reposted. The successful applicant will begin a 45 day trial period, unless the successful applicant is the same employee who filled the temporary position. In such case, he or she shall serve a minimum trial period of 15 days, or the difference between days served in the temporary position and 45 days, whichever is greater.
- 6.4 Compensation The employee shall be entitled to receive during the trial period the rate of pay designated for the classification or position to which the employee is being transferred.
- 6.5 Other Transfers Nothing herein shall limit the right of the Employer to temporarily transfer or promote an employee for a period not to exceed thirty (30) days, or to transfer or promote an employee who had not applied for such transfer or promotion if in the opinion of the Employer there shall be no qualified applicants. An employee who has been temporarily transferred shall receive the rate of pay designated for such position, provided that such rate is higher than his former rate. An employee's pay rate shall not be reduced by any temporary change in duties.
- 6.6 Substitutes If an employee fills in for another employee whose rate of pay is higher than his or hers, such employee shall be paid at the higher rate while filling in if the employee filling in assumes the same responsibilities as the employee for whom he or she is filling in.
- 6.7 Temporary Vacancy When a temporary vacancy is filled by someone other than a bargaining unit member, that person shall be a substitute with no bargaining unit status.
- 6.8 Involuntary Transfers The parties agree that involuntary transfers of employees are to be avoided whenever possible. In all cases, involuntary transfers will be effected only for reasonable and just cause.
- 6.9 Bidding Limitations The Employer shall not be required to consider the transfer of an employee more than once during a twelve (12) month period, unless such transfer would result in an increase in wages or a shift change.

ARTICLE 7 - LAYOFF AND RECALL

- 7.1 Determination and Effect If the Employer determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees in a classification or to eliminate or consolidate positions. Compensation and fringe benefits shall be suspended during any period of layoff.
- 7.2 Notice of Layoff The Employer shall give five (5) days written notice of layoff to the employee(s) affected.
- 7.3 Layoff Procedure Except as otherwise provided in this Agreement, employees shall be laid off within a classification in the following order:
- A. Probationary employees.
 - B. The least senior employee in the classification in which the reduction is to be made, provided that the remaining employees in the classification are qualified to meet the requirements of the Employer and provided further that if such employee has classification seniority in another classification, he may displace a less senior employee in such classification if notice is given to the Employer prior to the effective date of the layoff.
- 7.4 Recall Procedure The most senior employee in the classification shall be recalled first, provided that the employee is qualified to perform the duties of the position to be filled. If the employee shall fail to report for work within five (5) days from the date of the mailing of the notice of recall or personal service thereof, unless an extension is granted in writing by the Employer, the employee shall be considered a voluntary quit and shall thereby automatically terminate his employment relationship with the Employer. The obligation of the Employer to recall a laid off employee shall terminate twelve (12) months following layoff.
- 7.5 Seniority A laid off employee shall neither accrue nor lose seniority during any period of layoff.
- 7.6 Change of Address It shall be the responsibility of each employee to notify the Employer of any change of address. The employee's address as it appears on the Employer's record shall be conclusive.

ARTICLE 8 - AUTHORIZED ABSENCE

- 8.1 Sick Leave Sick leave shall be administered in accordance with the following guidelines, namely:
- 8.11 Use Sick leave may be used for:
 - A. Any physical or mental condition which disables an employee from rendering services, but excluding any condition compensable by Workers' Compensation or resulting from other employment. Sick leave may be used for a disability resulting from pregnancy to the extent expressly required by law.
 - B. Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities of the District.

- C. Physical examinations, medical, dental or other health treatments which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.
- D. The critical or emergency illness of the spouse or child of the employee. Such leave shall be limited to the use of three (3) days per year from sick leave accumulated from a prior year and shall be taken only to the extent that the presence of the employee is reasonably required, provided that for special circumstances an additional two (2) days may be granted with the express approval of the Employer.
- E. An unpaid leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any bargaining unit member in accordance with the Family and Medical Leave Act (FMLA) for any of the following purposes:
 - 1. The birth or placement for adoption or foster care of a child (up to one year from the date of birth or placement);
 - 2. Because of a serious health condition of a bargaining unit member's spouse, child or parent;
 - 3. Because of the bargaining unit member's own serious health condition.

To be eligible for a leave of absence, the bargaining unit member must meet the eligibility requirements set forth in the FMLA and FMLA regulations.

Where permitted by the FMLA, an employee shall have the option to take FMLA leave on an intermittent or reduced schedule. Where permitted by the FMLA, an employee may choose to substitute paid vacation leave, personal leave and/or sick leave for FMLA unpaid leave.

In accordance with the FMLA, the Board shall continue group health plan benefits during a FMLA leave. This shall not be construed as a waiver of the Board's right to recoup premium payments from employees where permitted by the FMLA or as an agreement to provide benefits greater than what would have been provided if the employee was not on FMLA leave.

FMLA leaves of absence shall be subject to and administered in accordance with the FMLA and FMLA regulations. Limitations found under section 108 of the FMLA--"Special Rules Concerning Employees of Local Educational agencies"--shall apply. The Board reserves all rights granted to school districts under the FMLA, such as, but not limited to, the right to substitute paid leave for unpaid FMLA leave, to require medical verification of illness, to require a certificate of fitness as a condition for the bargaining unit member's return to work and to require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for bargaining unit members who are married.

If the reason for the FMLA leave is foreseeable, the employee must provide at least thirty (30) days advance notice of the FMLA leave. All other notice must be provided as soon as it becomes practical.

All other provisions of the FMLA shall apply. This section shall be interpreted consistently with the definitions contained in the FMLA. This section shall not provide employees with any greater rights or benefits than required by the FMLA. Furthermore, the Board reserves all rights granted by the FMLA even if not specifically set forth above.

8.12 Sick Leave Amount Upon the completion of the initial probationary period or trial period, employees shall be credited with sick leave in accordance with the following schedule:

- A. Custodial and Maintenance Employees Each full-time (12 month) eight (8) hour per day custodial and maintenance employee shall be credited with 96 hours of sick leave in advance for each twelve (12) months of employment. Sick leave hours credited shall be proportionately reduced based upon the employee's regularly scheduled number of work hours per day (i.e., 8 hours per day = 96 hours; 6 hours per day = 72 hours; 5 hours per day = 60 hours, etc.). Unused sick leave shall accumulate from year to year to a maximum of 960 hours for an eight (8) hour per day employee, which accumulation shall be proportionately reduced based upon the employee's regularly scheduled number of work hours per day (i.e., 8 hours per day = 960 hours; 6 hours per day = 720 hours; 5 hours per day = 600 hours). An employee shall only accumulate sick leave to his/her maximum allowable accumulation based upon then existing regularly scheduled work hours per day.

- B. Transportation Employees Each regularly scheduled eight (8) hour per day transportation employee shall be credited with seventy-two (72) hours of sick leave in advance for each school year. Sick leave hours credited shall be proportionately reduced based upon the employee's regularly scheduled number of work hours per day (i.e., 8 hours per day = 72 hours; 6 hours per day = 54 hours; 5 hours per day = 45 hours, etc.) An employee who is scheduled to drive during a summer session shall receive one additional sick leave hour for each twenty (20) hours of summer employment. Unused sick leave shall accumulate from year to year to a maximum of four hundred eighty (480) hours for an eight (8) hour per day employee, which accumulation shall be proportionately reduced based upon the employee's regularly scheduled number of work hours per day (i.e., 8 hours per day = 480; 6 hours per day = 360 hours; 5 hours per day = 300 hours, etc.) An employee shall only accumulate sick leave to his/her maximum allowable accumulation based upon his/her then existing regularly scheduled work hours per day.

C. Lunch Monitors Upon the completion of the initial probationary period, employees shall be credited with one (1) hour of sick leave for each twenty (20) hours of compensation paid. Credits shall be at the employee's regular compensation rate and shall not include additional compensation for overtime, holidays or other premium pay.

1. The aggregate accumulation during any contract year shall not exceed eighty (80) hours and the unused accumulation shall at no time exceed three hundred (300) hours. The amount of unused sick leave shall be certified to the employee at least once each twelve (12) months.

2. Sick leave shall be charged against work days only, and except as the Employer shall otherwise agree, sick leave shall be allocated in hourly increments.

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

8.14 Unused Days If employment is terminated, any accumulated sick leave shall be cancelled and the employee shall not be compensated either in terminal pay or otherwise. If an employee shall not complete the work year, the Employer shall be reimbursed for any sick leave time which was used in excess of the sick leave time earned as of the termination date. The amount of unused sick leave shall be certified to the employee at least each twelve (12) months.

8.2 Funeral/Bereavement Leave If a spouse, (step)father, (step)mother, father-in-law, mother-in-law, grandparent, brother, sister, sister-in-law, brother-in-law, child, son-in-law, daughter-in-law, or grandchild of the employee, including also anyone who permanently resides with the employee, shall die and the employee shall attend the funeral of such person, she shall be entitled to three (3) days' leave with pay, if reasonably required, which days shall not be charged against sick leave. Up to two (2) additional days, deducted from sick leave, shall be allowed for out-of-state travel.

8.3 Personal Leave All employees covered by this Agreement shall be allowed up to two (2) personal leave days per year with pay, not deducted from sick leave, which days shall not accumulate. A written request shall be made to the Employer at least 24 hours in advance of the anticipated absence, and shall be approved when used in accordance with 8.3B (below). Personal leave absences shall be subject to the following terms and conditions:

- A. A written request shall be made to the Employer in advance of the anticipated absence, and it may approve or disapprove the request. In case of emergency verbal requests shall be considered but must be reduced to writing at a later date agreed upon between the parties.
- B. Personal leave shall be used only for business or personal obligations which cannot reasonably be scheduled at a time which does not conflict with performance of an employee's duties. It shall not be used for other employment or the seeking of other employment, or for social, recreational, vacation or other similar purposes.

8.4 Jury Leave An employee shall be entitled to leave with pay, less any jury service fees paid, for jury service if he is unable to have such service rescheduled to a time which does not conflict with the discharge of his scheduled employment duties. The employee shall return to his duties whenever his attendance in court is not actually required.

8.5 Disability Leaves An employee who is or will be physically or mentally disabled for more than ten (10) work days shall be granted a leave of absence in accordance with the following guidelines:

8.51 Foreseeable Disability If the employee knows, or reasonably should know, that the employee has a physical or mental condition which will result in disability, the employee shall:

- A. Notify the Employer as to the nature and extent of the expected disability in accordance with Section 8.71.
- B. Furnish the Employer a statement from the attending physician specifying in the physician's opinion
 - 1. Any limitations on the performance of duties;
 - 2. The probable date when the employee will be significantly impaired in the performance of the employee's duties; and
 - 3. The probable length of time, if any, during which the employee will be disabled from performing the employee's work assignments.
- C. Furnish the Employer such other information as may be necessary, including the attending physician's release, to assure the safety and welfare of the employee, students, and other employees.

- 8.52 Unforeseeable Disability If an employee is disabled by unforeseen circumstances, and the employee desires to be granted a disability leave, the employee shall, as soon as practicable, furnish the Employer the information herein required for a foreseeable disability.
- 8.53 Duration of Leave An employee shall be granted a leave of absence for the period of disability except that the Employer shall not be required to grant a leave for more than one (1) year unless the law requires a longer period.
- 8.54 Compensation Benefits An employee who has completed the probationary period and has been granted a disability leave shall receive payment from accumulated sick leave benefits to the extent eligible.
- 8.55 For Lunch Room Monitors - Authorized Additional Hours If an employee is absent for any reason and her position is not filled by a substitute worker, the Employer may authorize the necessary hours to complete the work.
- 8.6 General Leave The Employer may grant a leave of absence upon the request of an employee for reasons of general health, family emergencies, or for other reasons not otherwise herein provided. In determining whether to grant any such leave, the Employer shall consider:
- A. The past performance of the employee;
 - B. The staffing needs of the Employer;
 - C. The length of service of the employee and the probability that the employee will return to the service of the Employer; and
 - D. The purpose or purposes of the leave.

Leave may be with or without pay and, if with pay, may be charged against current or accumulated sick leave as mutually agreed between the Employer and the employee.

8.7 Leave Administration

8.71 Notice An employee shall give the Employer notice of his desire to be granted a leave as soon as the employee is aware of his need to be granted a leave so that the Employer will have the maximum time to provide for the employee's absence. A leave for elective health care, jury leave, a foreseeable disability, or a general leave shall be requested at least seven (7) days prior to the requested leave date, except that a shorter notice may be permitted because of unforeseeable circumstances.

8.72 Leave Agreements A leave for elective health care, a foreseeable or unforeseeable disability, a general leave or any such leave for more than ten (10) days shall be agreed to in writing by the Employer and the employee, or the employee's personal representative

in the case of mental incapacity or physical inability or absence. Each leave agreement shall include a requirement that the employee notify the Employer in writing prior to a specific time that the employee intends to return. If the employee fails to give such notice, the employee shall be considered a voluntary quit.

- 8.73 Verification The employee shall have the responsibility of verifying his eligibility for leave and any benefits due. If the Employer determines that an employee knowingly withheld or misrepresented material information concerning the purpose or the employee's eligibility for leave or for any leave benefits, the employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the employee's leave benefits due or to be due under this Agreement.
- 8.74 Reinstatement Rights On the termination of a leave, the employee shall be returned to the job which he held prior to such leave or, if the job has been eliminated, to a similar job, provided that he is still qualified, subject to the rights of other employees pursuant to this Agreement.
- 8.75 Seniority Leaves of absence which have been granted by the Employer without pay or benefits shall be without loss or accumulation of seniority.
- 8.76 Seniority, Medical Leave An employee granted a medical leave of absence shall continue to accrue seniority for up to one year while on such leave.
- 8.77 Seasonal Employees Bargaining Unit Employees hired on a temporary or seasonal basis shall be allowed the use of accumulated sick leave, funeral/bereavement leave, personal leave, jury leave, disability leave, or general leave as delineated in this Article. However, such leaves shall be paid (except in the case of unpaid leaves) at the hourly rate then in effect for temporary or seasonal employees to a maximum of those hours which said employee is regularly scheduled to work.
- 8.8 Unauthorized Absence The Employer may terminate the employment relationship if an employee:
- A. Willfully fails to return to work at the end of a leave of absence or vacation, or
 - B. Is willfully absent for three (3) unauthorized days within a pay period.

ARTICLE 9 - COMPENSATION AND BENEFITS

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

9.2 Premium Pay.

9.21 Overtime Compensation An employee shall be entitled to receive overtime compensation at the rate of one and one-half times his regular rate of pay for hours worked in excess of forty (40) hours during a work week.

9.22 Time and One-Half A custodial or maintenance employee required to work on a Saturday shall be compensated at the rate of one and one-half (1.5) times the regular rate of pay for such employee for all hours worked.

9.23 Double Time Any employee required to work on a Sunday shall be compensated at the rate of two (2) times the regular rate of pay for such employee for all hours worked, with a minimum of two (2) hours.

Holiday Work Any employee required to work on a holiday shall be compensated at the rate of two and one-half (2.5) times the regular rate of pay for such employee for all hours worked, with a minimum of two (2) hours. This shall be in lieu of holiday pay for all hours worked.

9.24 Computation

- A. In determining eligibility for overtime compensation, paid leave shall count toward hours worked.
- B. Overtime shall not be paid on overtime unless expressly required by applicable laws or regulations.
- C. There shall be no off-setting time for overtime.

9.25 Scheduling

A. Custodial and Maintenance Employees:

- 1. Overtime work shall be scheduled by the Employer among all qualified employees within the same classification who signify their interest in writing. Such work, except in case of emergency shall be authorized by the employer in advance.
- 2. Overtime shall be recorded on a separate rotating overtime seniority schedule. Two overtime charts (maintenance and custodial) shall be posted with the names of the employees according to seniority and will operate on a continuous rotation basis from year to year.

3. Every attempt will be made to assign overtime two to three days prior to the event.
4. When two or more overtime assignments are to be made for the same day, the most senior employee up next on the chart will have first choice of assignment, the next most senior employee the second choice, etc.
5. An overtime assignment refused by an employee shall be charged on the chart as time worked.
6. When an overtime assignment with less than 24-hour notice cannot be accepted by an employee due to absence or illness, no charge will be made on the chart and the employee will be next up on the chart.
7. When an employee is on authorized leave of absence or vacation, the employee will be passed over and will not be permitted to make up the overtime.
8. Overtime assignments already made shall not be reassigned.
9. When overtime is scheduled during an employee's regular work hours, the employee will be passed over and shall be next up on the chart.
10. When an employee is ill or absent on the day of his/her scheduled overtime, the employee shall not work the overtime, but it shall be charged as time worked on the overtime chart.
11. In the event all employees in a classification that have signed up for overtime have refused the assignment, a mandatory assignment shall be made to the first employee who refused, or the work may be given to a substitute.
12. When an event requires overtime by more than one employee, the assignment shall be split as equitably as is reasonable.
13. For purposes of snow removal, teams shall be assigned to elementary buildings from among those who signify their interest in writing. It shall be the responsibility of the team members to ensure the work is completed. Snow removal at other buildings shall be the responsibility of the morning custodians assigned to those buildings or be subject to the overtime rotating schedule.

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

9.4 Deductions The Employer shall have the right to deduct from the pay of each employee such amounts as may be due the Employer from the employee including such sums that may have been inadvertently paid or as may be required by law together with such additional sums as may be mutually agreed upon by the Employer and employee. However, in no case shall the District be able to claim inadvertent overpayment(s), nor shall an employee be able to claim

inadvertent underpayment(s) from more than two(2) years prior to notification of same, and no more than 10% of gross compensation shall be deducted or reimbursed in any given pay warrant. Further, in either case, no interest shall accrue.

ARTICLE 10 - DUTIES AND WORK PROCEDURES

10.1 Duties The duties of each employee shall include those activities within the employee's job description, it being expressly agreed that every incidental duty is not included in such description.

10.2 Work Scheduling The beginning and end of the work week and work day in each classification shall be scheduled from time to time by the Employer, provided, however, that an employee shall receive reasonable notice of any change in the work schedule. Custodial and maintenance employees shall be normally scheduled to work one of the following shifts:

7:00 a.m. to 3:00 p.m.
3:00 p.m. to 11:00 p.m.
11:00 p.m. to 7:00 a.m.

Variations from the above shifts may be made after consultation with the affected employee(s). There shall be no split shifts.

10.3 Employment Schedule

10.31 Work Year. The work year for school term employees shall be the same as the number of days in which students are in attendance. The work year for other employees shall be twelve (12) months.

10.32 Work Week The regularly scheduled work week shall consist of forty (40) hours per week for custodial and maintenance employees.

10.33 Work Day

A. The normal work day for custodial and maintenance employees shall consist of eight (8) duty hours. Every attempt will be made to provide an uninterrupted thirty (30) minute lunch break per work day for custodial and maintenance employees.

B. The normal work day for transportation employees shall be equal to or commensurate with the regular route(s) awarded to the driver.

10.34 The normal work day for lunch monitors shall be their regularly scheduled hours.

- A. Each lunch monitor who works five (5) or more hours per day shall be entitled to receive a twenty (20) minute paid lunch period; provided, that such lunch period shall not interfere with normal operations of the lunch program. Lunch monitors who work less than five (5) hours per day shall be paid for actual time worked.
- B. For Lunch Monitors - Rest Break An employee who is scheduled to work four (4) consecutive hours or more shall be entitled to receive a fifteen (15) minute rest break during such period, which break shall be scheduled so as not to interfere with the normal operation of the work place.

10.4 Adverse Weather If prior to the beginning of the regular work day school is closed by reason of bad weather or other emergency, employees shall report to work for the first two such days unless otherwise notified that they are not required to report. For the third and subsequent such days employees shall report at the discretion of their supervisor. Each employee shall receive their regular rate of pay for the first two such days. If required to report to work on the third and subsequent days, employees will be paid at their regular rate of pay.

10.41 For Lunch Monitors - Adverse Weather The above notwithstanding, Lunch Monitors who report to work on a day when school is later closed shall, on the third and subsequent days, receive a minimum of two hour's pay.

10.5 Jobs and Classifications The Employer may establish, modify or eliminate existing classifications or positions, and may establish such new or revised job descriptions, specifications, classifications and rates of pay as may be appropriate provided that the action shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an employee within the same classification or position at more than one location within the District shall not constitute the modification or establishment of a new or revised job classification or position.

10.6 Jurisdiction In addition to rights of the Employer set forth in other provisions of this Agreement, the Employer shall have the right to employ or otherwise engage the services of persons not covered by this Agreement for the purpose of instructional training, job evaluation and experimentation, emergencies, or seasonal help, provided, however, that in such latter event no employee shall be displaced thereby, and provided further that supervisors shall not be used to displace employees regularly employed in the bargaining unit except in emergencies.

10.61 It is hereby agreed by the parties that if bargaining unit work is to be performed for the School District, and if such work is to be performed by people hired and supervised by the School District, such work shall first be offered to bargaining unit members who have the then present ability to perform such work. The pay for such work shall be established by the School District, and employees shall be notified of such pay at the time such work is made available. No employee shall be eligible for such work if it

would result in the employee receiving overtime pay.

- 10.7 Productivity and Contracting The parties recognize the Employer's obligation to the public to maintain and preserve the physical facilities of the District and to provide ancillary educational services at a reasonable cost. Accordingly, nothing in this Agreement shall limit the right of the Employer to use such equipment, techniques, and procedures or to contract or subcontract work as the Employer may determine to be in the best interest of the public, provided, however, that this provision shall not be used for the purpose of undermining the Union or discriminating against any of its members.

ARTICLE 11 - GRIEVANCE PROCEDURE

It is the objective of the parties to resolve disputes at the earliest possible time through normal administrative procedures. Accordingly, an Employee grievance shall not be deemed to exist until such Employee has discussed the subject matter of the possible grievance with the supervisor designated by the Employer. Such discussion must take place either no later than ten (10) days after the event which the employee alleges gave rise to the possible grievance or no later than ten (10) days after the Employee had or should reasonably have had knowledge of the event. The Employee shall inform the supervisor that the discussion relates to an alleged contract violation and that the potential for a subsequent grievance exists. The immediate supervisor shall be afforded up to five (5) days after the discussion to resolve the Employee's complaint.

Step I

If the complaint is unresolved by the disposition of the supervisor, the Employee must, within ten (10) days of the response of the immediate supervisor, but no later than twenty (20) days following the event, file a written grievance with the supervisor on the form appended to this Agreement. At a minimum, the grievance must contain the section(s) of the contract allegedly violated, the remedy sought, and the signature of the grievant. The supervisor shall respond in writing within five (5) days and return the form to the grievant.

Step II

If the grievance is unresolved by the disposition at Step I, the grievant must, within five (5) days of the response in Step I, advance the grievance to the Superintendent or his designee. At the request of the Employee, the Superintendent or his designee will schedule a formal conference with the grievant and/or union representatives in an attempt to resolve the dispute. Within five (5) days following such conference, or within five (5) days following receipt of the grievance, if no conference is requested, the Superintendent or his designee shall respond in writing and return the form to the grievant.

Step III

If the grievance is unresolved by the disposition at Step II, the grievant must, within five (5) days from the response at Step II, advance the grievance to Step III by filing the grievance form with the office of the Superintendent. At the time of such filing the grievant shall elect to process the grievance by means of either A or B below.

1. Within ten (10) days following such filing, the grievance committee of the Board of Education shall meet with the grievant and, at his or her discretion union representatives, in an attempt to resolve the dispute. Within five (5) days following such conference, the Board shall respond in writing and return the form to the grievant.
2. The grievance shall be submitted to a mediator appointed by the state mediation service. If the Employer and the grievant are unable to reach an amicable settlement within five (5) days of a mediation hearing, unless extended by mutual agreement, proceedings pursuant to Step III shall be terminated.

Step IV

If the grievance is unresolved by the disposition at Step III, the grievant may, within fifteen (15) days from the response at Step III A, or within twenty (20) days following the mediation hearing at Step III B, advance the grievance to arbitration by filing the grievance form with the office of the Superintendent. The following protocol shall apply:

1. An arbitrator may, within fifteen (15) days of filing be appointed by mutual agreement of the parties.
2. In the event the parties do not agree to an arbitrator, the grievance shall be submitted to the American Arbitration Association.
3. The decision of the Arbitrator shall be final and binding, provided that, within ten (10) days following receipt of the award, neither party applies to a court of competent jurisdiction for determination of the grievance *de novo*.
4. Fees charged by the Arbitrator and/or the Arbitrator's organization (if applicable) shall be shared equally by the parties unless the Arbitrator for cause shall determine otherwise. Each party shall be responsible for its own costs.

Power of the Arbitrator

1. The Arbitrator shall have no power to vary from the terms of this Agreement or to determine that any provision is contrary to any constitution, statute or regulation, it being expressly understood that such determination shall be made by the appropriate court of law. The Arbitrator's decision must be drawn from the essence of the Agreement rather than on his or her personal idea of equity.
2. No evidence shall be introduced during the Arbitration Hearing which has not been disclosed to the other party at least five (5) days prior to the hearing.
3. The Arbitrator shall have no power to rule on disputes pending before any administrative tribunal, agency, or court of law.

Miscellaneous Provisions

- A. The parties agree that timelines are of the essence, and they therefore shall be strictly followed unless mutually extended by the parties.
- B. Any grievance or request for advancement to the next step which is not made within the prescribed time shall be considered withdrawn and any further proceedings shall automatically terminate. Failure by the administration to respond at any step within the timeline shall be deemed a denial of the grievance.
- C. The parties may agree to waive certain steps of the grievance procedure.
- D. The grievance procedure shall not apply to the discipline, suspension or discharge of a probationary employee during the probationary period.
- E. The remedy for an employee grieving the assignment of overtime shall be limited to the assigning of overtime work to the grievant, which overtime work would not otherwise have been assigned to said employee.

ARTICLE 12 - GENERAL PROVISIONS

- 12.1 Contract Representatives Each party shall designate in writing the name of its authorized representative to administer this Agreement.
- 12.2 Notices Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:
 - A. Employer: Office of Superintendent
Parchment School District
520 North Orient
Parchment, Michigan 49004
 - B. Union: MESPA
5600 Portage Road
Kalamazoo, Michigan 49002

Association President
 - C. Employee: As set forth in the records
of the Employer or to such other address as a party or an employee shall
hereafter furnish in writing.
- 12.3 Successor Agreement The negotiation of a new Agreement shall begin upon written request of either party made not less than sixty (60) days prior to the expiration of this Agreement.

- 12.4 Scope, Waiver and Alteration of Agreement It is expressly agreed that neither the bargaining unit nor any provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both of the contracting parties provided that nothing herein shall prohibit the Employer from initiating programs or entering into other agreements which are not contrary to the express terms of this Agreement and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.
- 12.5 Interpretation Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties will meet to renegotiate such invalidated provision.

For the purposes of this Agreement:

- 12.51 Captions Captions are included only for convenience of reference and shall not modify in any way any of the provisions contained herein.
- 12.52 Right to Modify The rights of either party or of an employee to any benefits shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement in a subsequent agreement, and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.
- 12.53 Schedule Modification The Employer may alter the work schedule to the extent the Employer determines necessary to comply with applicable local, state or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Employer.
- 12.54 Masculine Includes Feminine Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.
- 12.55 Subordination Any individual contract or letter of agreement between the Employer and an employee for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.
- 12.56 Prior Practices The Agreement shall supersede any existing rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms.
- 12.57 Days Defined Days shall be defined as days that the administration office is open for business except for the purpose of Articles 5.1 and 6.3 as they pertain to school year employees, in which case days shall be defined as days said employee is scheduled to work. The Association shall be notified of the days.

12.6 Conference/In-service/Classes An employee may attend a conference or in-service meeting with or without loss of pay when the Employer determines that said attendance will enhance the quality of work. Request for such absences shall be made in writing on the established form to the designated representative of the Employer. The Employer shall grant permission in accordance with the established procedure for attendance at conferences. Upon submission of appropriate receipts, employees shall be reimbursed for the following applicable expenses incurred at such conference or in-service meeting: Registration, mileage, lodging and meals.

With the prior written approval of his/her supervisor, an employee will be reimbursed for the cost of tuition up to \$40.00 for each semester credit hour successfully completed. Such coursework must be directly related to the employee's current assignment and be beyond a high school degree. Successful completion shall be interpreted as a 2.5(B-) or better, its equivalent on a 4.0, or a "pass" grade for classes graded on a pass/failure basis.

12.7 Medical Examinations The Employer may require an employee to take a physical and/or mental examination at its expense

- A. Upon initial employment;
- B. Upon return from a leave of absence; or
- C. To determine the existence of any condition which might impair the ability of the employee to properly discharge his duties or the existence of any condition which might be detrimental to the health or safety of others.
- D. Transportation employees who are required to submit to drug testing shall be paid at their regular hourly rate if the test conflicts with their scheduled routes. Otherwise, employees shall be paid at the non-driving rate.

12.8 Duplication of Agreement The Employer shall furnish a copy of this Agreement to each employee who is employed in the bargaining unit during the term of this Agreement, and provide the Union with five (5) copies.

12.9 Effective Date and Termination This Agreement shall commence as of the date of its execution and shall remain in full force and effect until midnight June 30, 2013 except as a provision shall by its express terms extend for a longer period.

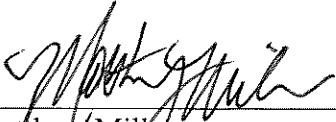
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of
September _____, 2012

EMPLOYER:

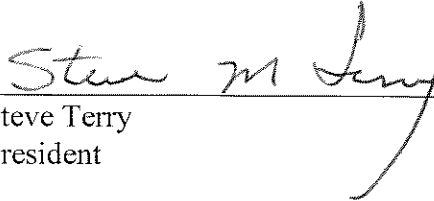
UNION:

PARCHMENT SCHOOL DISTRICT
COUNTY OF KALAMAZOO

KALAMAZOO COUNTY EDUCATION
ASSOCIATION/PARCHMENT CMMT

By: 

Matthew Miller
Superintendent

By: 

Steve Terry
President

SCHEDULE "A"

Section 1. Basic Compensation.

Hourly Compensation Rate Classification Categories

	<u>2012/13</u>
A. Lead Custodian	\$15.11
B. Building Custodian	15.11
C. Custodian	13.97
D. Maintenance	15.77
E. Certified School Bus Drivers	15.10
F. Lead Driver	16.23
G. Transportation Non Driving Rate	10.74
H. Lunchroom Monitors	10.16

(No employee shall receive less than the federal minimum wage.)

Section 2: Retirement. The Employer will pay the mandatory contribution to the State Retirement Fund for each employee.

Section 3: Longevity: Longevity lanes will remain at the 2011/2012 steps with no increase in lanes/steps in 2012/2013.

“After ten (10) years of continuous service to the District, the eligible employee shall receive 3% added to his/her basic hourly compensation rate. After fifteen (15) years of continuous service to the District, the eligible employee shall receive an additional 3% added to his/her basic hourly compensation rate. After twenty (20) years of continuous service to the District, the eligible employee shall receive an additional 3% added to his/her basic hourly compensation rate.”

SCHEDULE "A-1"

TRANSPORTATION EMPLOYEES

Section 1. Other Compensation

A. Charter Rates

1. Single-Day Trips A transportation employee shall be paid for single-day charter trips at his regular hourly rate of pay except that the Employer shall have no obligation to pay an employee for more than eight (8) hours at such rate unless the actual driving time is greater than eight (8) hours. If a single-day charter trip exceeds eight (8) hours, the employee shall be paid for non-driving time at the applicable non-driving rate and shall be reimbursed for one (1) meal up to a maximum of seven dollars (\$7.00). The driver shall be reimbursed for one meal if the charter is for eight (8) hours or more and for two meals if the charter is for twelve (12) hours or more up to a maximum of eleven dollars (\$11.00).
2. Overnight Trip If a charter trip requires an overnight layover, reimbursement for meals and lodging and any additional compensation shall be determined on a case-by-case basis by the Employer.
3. On-Call Charters On-call charters shall be defined as those for which the time of departure of a return trip from an activity cannot be specifically determined. Such charters shall be limited to elimination types of programs or activities.

Should it be evident that a charter will include on-call time, the driver shall be notified in advance, and same shall be indicated on charter assignment slips.

A driver with no phone may at his or her option refuse an on-call charter without such refusal being charged against the charter trip chart.

The pay rate for the period of time during which a driver is on call shall increase at a rate equal to the base salary increase.

4. Charter Assignments. An employee shall not be considered for a charter, if, due to illness, he or she did not work his or her assigned hours on the day of the charter. Excepted from this provision are prescheduled medical appointments.

Section 2. Miscellaneous Provisions

- A. Special Trip Assignments The Employer shall assign special trips, to the extent possible, from among those regularly scheduled qualified transportation employees who signify their interest in writing. Special trip charts shall be maintained and posted by the Employer for the purpose of equalizing the distribution of said assignments. A special trip that is refused by an employee shall be charged as a trip taken on the special trip chart. Such procedure is to be worked out through a committee of Transportation Employees and the Transportation Director.

- B. Training The Employer shall have the right to require all employees to attend and to satisfactorily complete an approved drivers' education program in accordance with the provisions of applicable law and regulations. Employees shall be paid at the non-driving rate for each full hour of required attendance except that the pay of all new employees shall be suspended until the employee shall have satisfactorily completed the probationary period.
- C. Physical Examinations The Employer at its expense may require transportation employees to take a physical and/or mental examination annually with a licensed physician selected by the Employer.
- D. Tickets A transportation employee assigned to transport students to school-sponsored events shall be provided a free ticket to such event, if requested by the employee in advance of the trip.

SCHEDULE "B"

FRINGE BENEFITS

Section 1. Vacation.

- A. Custodial and Maintenance Employees Except as hereinafter set forth, each full-time twelve-month custodial and maintenance employee shall be entitled to have a vacation with pay at a time mutually agreeable to the employee and the Employer in accordance with the following schedule, namely:

<u>Employment Period</u>	<u>Vacation Allowance</u>
After one (1) year of uninterrupted service.	Five (5) work days
After three (3) years of uninterrupted service.	Ten (10) work days
After twelve (12) years of uninterrupted service.	Fifteen (15) work days
After eighteen (18) years of uninterrupted service.	Twenty (20) work days

- B. Vacation Pay An employee shall, with prior approval of the Employer, be permitted to carry up to one-half (1/2) of his accrued vacation days from one fiscal year to the next.
- C. Transportation Employees Each transportation employee who drives on a regularly scheduled basis for the regular school year and all summer sessions shall be entitled to receive five (5) days of vacation with pay to be scheduled at a time mutually agreeable to the Employer and the employee.

Section 2: Holidays.

A holiday shall not be observed if it is a school day. An employee who has successfully completed his or her probationary or trial period shall receive his or her regular compensation for the following holidays, if the holiday shall be celebrated by law on a work day and if the employee was not absent the last work day preceding the holiday and the first work day following the holiday. If a holiday falls on Saturday, Friday shall be considered as a holiday except if such Friday is also a scheduled holiday, provided, however, that in such latter event, the employee shall have the right to take such holiday at another time mutually agreeable to the Employer and the employee. If a holiday falls on Sunday and is celebrated by law on Monday, Monday shall be considered the holiday.

- A. Custodial and Maintenance Employees Each full time twelve (12) month custodial and maintenance employee shall receive the following paid holidays, namely:

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
July 4th	Christmas Day
Labor Day	

- B. Transportation Employees and Lunch Room Monitors Each regularly scheduled transportation and lunch room monitor shall be paid the number of hours they normally work per day for the following holidays:

Good Friday	July 4th (12-month employees)
Memorial Day	Thanksgiving Day
Labor Day	Friday after Thanksgiving

Section 3: Insurance

- A. Health Insurance:

For Custodial and Maintenance Employees Effective January 1, 2007, all employees switched to MESSA Choices II Health Insurance with a 10/20 drug card. The Board agrees to pay on behalf of each full time employee (part-time prorated) the following premium per month for the period July 1, 2012 to June 30, 2013:

PAK A	\$1,000 or
PAK B	\$ 92.00 or
Cash in Lieu	\$120.00

For Transportation Employees An annual amount not to exceed \$650 will be granted to each employee who demonstrated a family need deemed satisfactory by the Employer, for Choices II health care protection or other providers as approved by the Employer. (This benefit shall be prorated on the basis of a 5 hour per day employer qualifying for full \$650 benefit.)

\$650 Annual for Choices II Health or other as approved by Employer
or
PAK B - \$ 92 per month for Delta Dental and Vision coverage

For Lunch Room Monitors An annual amount not to exceed \$650 will be granted to each employee who demonstrated a family need deemed satisfactory by the Employer, for Choices II health care protection or other providers as approved by the Employer. (This benefit shall be prorated on the basis of a 5 hour per day employer qualifying for full \$650 benefit.)

\$650 Annual for Choices II Health or other as approved by Employer

- B. Life Insurance The Employer shall provide each regular employee who does not have a group policy with group term life insurance coverage, with a carrier selected by the Employer, in the face amount of five thousand and no/100 dollars (\$5,000.00) for each eligible employee.
- C. Dental Insurance The Employer shall provide each full time maintenance and custodial employee with Delta 70-70-70 Dental Insurance which is included in the PAK A and PAK B premium (see p. 31 – Section 3, A. Custodial and Maintenance) for the period July 1, 2011 to June 30, 2013.
- D. Limitations and Adjustments The above insurance provisions shall be subject to the following limitations and adjustments:
 - 1. The insurance contribution of the Employer shall terminate at the end of the calendar month in which the obligation of the Employer to pay wages or sick leave ends.
 - 2. Eligibility for insurance coverage herein provided shall be subject to the underwriting terms and conditions of the insurance carrier(s).

Section 4: Payment for Unused Sick Leave An employee who has completed twelve (12) or more years of service in the District and who retires or is involuntarily retired by reason of health, or dies while employed by the Employer shall receive a cash payment equivalent to fifty percent (50%) of the number of hours of unused accumulated sick leave to a maximum of two hundred (200) credited on the date of the employee's retirement or death. Payment shall be computed by multiplying one-half (1/2) the number of hours of unused accumulated sick leave by the minimum wage rate in effect on the date of retirement or death. In the event of death, payment shall be made to the beneficiary designated by the employee in writing, or in the absence thereof, to the employee's estate.

Section 5: For Lunch Monitors - Uniform Allowance Within sixty (60) days following the beginning of each work year, the Employer shall provide each regular employee who has completed the probationary period with a uniform allowance according to the following schedule. Uniforms shall be worn by each employee in the performance of duties and shall be maintained at the expense of each employee.

1/2 hour worked per day	\$28.00
1 3/4 hours worked per day	30.00
2 3/4 hours worked per day	32.00
3 3/4 hours or more worked per day	34.00

SCHEDULE "C"
JOB CLASSIFICATIONS

Section 1: Custodial Employees.

- A. Category "A" Employee - Lead Custodian - A Category "A" employee shall be responsible for and be able to perform all of the duties of a Category "C" employee and have the overall responsibilities for a building, including the general responsibility for over-seeing all employees assigned to the building. A Category "A" employee shall not supervise other employees except to the extent of transmitting specific instructions.

- B. Category "B" Employee - Building Custodian. A Category "B" employee shall be responsible for and be able to perform all of the duties of a Category "C" employee and have the overall responsibility for a building.

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

 - 2. Perform routine minor repair and maintenance jobs regarding the structure, plumbing, electrical systems, hardware, heating and ventilating, furniture and equipment in buildings and on grounds.

 - 3. Prepare facilities for use at school and community events on the premises, then return the areas to proper condition for regular use.

 - 4. Maintain the school grounds, driveways, playgrounds and athletic facilities in a clean condition on a periodic basis as required.

Section 2: Maintenance Employees

Category "D" Employee - General Maintenance A Category "D" employee shall:

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

2. Paint, refinish, construct and remodel physical improvements of the Employer.
3. Maintain school roadways, lawn, shrubbery, trees, fencing, drains, playgrounds and their equipment, and athletic fields and their equipment.

Section 3: Transportation Employees

A. Category "E" Employee - Bus Driver A Category "E" employee shall be responsible for the following:

1. Transport students in the assigned vehicle safely and efficiently in accordance with applicable local, state and federal laws, state guidelines, district policies, and administrative regulations and direction.
2. Maintain order and discipline at anytime passengers are on the vehicle.
3. Complete the applicable pre-trip inspection of the vehicle to the extent required.
4. Maintain the approved time schedule on each route and use only the approved pick-up points except during an unforeseen emergency.
5. Complete all required reports including, but not limited to, student lists and route maps in a timely and accurate manner.
6. Report immediately needed vehicle repairs and maintenance.
7. Maintain the internal and external cleanliness of the vehicle assigned as prescribed by the Supervisor.
8. Conduct emergency evacuation drills.
9. Attend meetings and in-service programs as directed.

B. Category "F" Employee - Lead Driver

1. To act as representative in the absence of the Transportation Director.
2. To open the transportation lot and office at the designated time.
3. To contact and assign substitute drivers as needed.

4. Charters:
 - a. To schedule charters according to the driver contract and current procedures.
 - b. To maintain a complete list of charters and post incoming charters.
5. Scheduling:
 - a. To maintain a daily schedule of operators and their driving assignments, projected at least three days in advance.
 - b. To set up special runs, such as conferences, half days, etc.
 - c. To assist in scheduling routes to include regular bus routes, special education and vocational education.
6. To complete and maintain current records:
 - a. Gas used by all school vehicles.
 - b. Repairs of all vehicles.
 - c. Maps and route sheets.
 - d. Driver records.
 - e. Inventory of transportation supplies and equipment.
 - f. Purchase orders, correspondence and all other records and written information.
7. To perform general clerical duties.
8. To properly operate the communications equipment such as telephone, two-way bus radio, two-way hand held units, etc.
9. To keep informed of all routes and be able and available to drive on short notice.
10. To effectively communicate and maintain a positive relationship with the Transportation Director and all the drivers.
11. To assist in the training of new drivers and existing drivers.
12. Be knowledgeable and implement the rules and regulations pertaining to school transportation.

13. To conduct pre-trip inspections on every vehicle, unless the activity will be completed by previous arrangement.
14. To perform minor repairs and maintenance with guidelines from the Transportation Director.
15. To exhibit a positive image as a loyal representative of the school district and the administration.
16. To make good decisions even under stress.
17. To abide by the responsibilities assigned to all transportation drivers in the school district.
18. To maintain professionalism as well as ensuring the confidentiality of information.
19. To perform all other duties as assigned by the Director of Transportation.

Section 4: Lunch Monitors

Category "H" Employee - Lunchroom Monitor

1. Practices procedures in use and care of equipment and personal habits to assure that sanitation standards are met.
2. Communicates concerns to appropriate supervisors.
3. Maintains a positive working atmosphere with principals.
4. Promotes student and staff satisfaction.
5. Participates in implementing cost containment measures while maintaining quality.
6. Assumes all other responsibilities reasonably assigned by the Food Service Director and/or the unit manager and/or the building principal.

Section 5: General Duties. It shall be the responsibility of each employee to:

- A. Maintain building and vehicle security and safety, and assist other employees in guarding against theft, vandalism, fire, explosion and storm damage. An employee shall report any matter of potential danger, misconduct or equipment malfunction, and shall render assistance until help arrives in order to protect lives and property.
- B. Provide a good example for young people using sound judgment and displaying proper attitudes in performing his work, dealing with others, and in personal appearance and conduct.

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

Section 6: Interpretation Both parties recognize that the employee categories as herein defined may not accurately or completely define all of the duties of a position for the reason that they have not previously been defined in writing. Accordingly, each party agrees that they shall be interpreted in light of the past practices of the Employer and in a manner which will promote efficiency and quality standards.