

A horizontal banner with a background of blue and white water ripples. A white rectangular box is centered on the banner, containing the text 'Maintenance & Custodial Employees' in a bold, black, sans-serif font.

Maintenance & Custodial Employees

Agreement between the Board of Education
of the School District of the City of Adrian and
the International Union of Operating Engineers,
Local #547, 547A, 547B and 547C, AFL-CIO

July 1, 2009 - June 30, 2012

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ARTICLE I PURPOSE

- I. It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to insure true collective bargaining, and to establish standards to wages, hours, and other terms and conditions of employment.

ARTICLE II UNION RECOGNITION, AGENCY SHOP, CHECK-OFF

- I. Union Recognition
 - A. The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment.
 - B. The term "Employee" as used herein shall include all employees within the classification as listed in Schedule A of this Agreement.
- II. Agency Shop
 - A. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within ninety (90) calendar days of the effective date of this provision or within ninety (90) calendar days of their hire by the Board, whichever is later, become members, or in the alternative, shall within ninety (90) calendar days of their hire by the Board, as a condition of employment, pay to the Union a service charge to be determined by the Union.
 - B. An employee who shall tender or authorize the deduction of membership dues or service fees uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues or fees.
 - C. The Board shall be notified in writing, by the Union, of any employee who is sixty (60) calendar days in arrears in payment of membership dues (or fees). Upon receipt of notification from the Union that an employee is sixty (60) calendar days in arrears of payment or membership dues or service fees, the Board shall notify the employee that unless the dues or service fees are paid within ten (10) calendar days, the employee will be terminated on the eleventh (11th) day.
 - D. The Board agrees that upon hiring any new employee who is covered by this Agreement to send a written memo advising the Chief Steward of the name and date of hiring of the new employee.
 - E. The Board agrees, as does the Union, that either party shall have the right to reopen negotiations pertaining to Agency Shop, when the laws applicable thereto have been changed, by giving the other party thirty (30) calendar days written notice.
 - F. The Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Board pursuant to this Article and further agrees to indemnify and save the Board harmless by virtue of such collections and payments to the Union.
 - G. The Union shall indemnify and save the Board and each individual Board member any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board in complying with this Article, or in reliance upon claims by the Union that an employee must be discharged because they are not a member of the Union in good standing, or that the employee has failed to pay the service fee described in "A", "B", and "C", of this section.

- H. Excluded from the bargaining unit are, substitute employees, student employees, administrators and all other employees.
- I. "Substitutes" shall be defined as a person scheduled to work in the absence of a regular employee.
- J. The Board shall be allowed to use temporary employees anytime during the year for no longer than a six (6) month duration. If a member of the Union is qualified for the position(s), a transfer of the Union member could occur. If no member of the Union is qualified for the position, the Board may hire at its discretion. If the Board transfers a Union member to the position(s), the temporary employee will be assigned to the Union member's position(s) on a temporary basis.

III. Check-Off

- A. The Board shall deduct the Union dues or service fee from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month following that month in which said deductions were made, together with a listing of each employee, with the amount that is deducted each month; provided, however, that the Union shall have submitted to the Board an authorization card signed by the employee from whose pay said deductions are to be made.
- B. Such dues and service fees, as and when deducted, shall be accounted for separately within the General Fund, and shall be forwarded to the Union forthwith.

ARTICLE III RIGHTS OF THE BOARD OF EDUCATION

- I. The Board on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, and without limitations, all powers, Constitutional rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing.
 - A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during their work day.
 - B. To hire all employees, subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.
 - C. To determine workload, hours of employment, and duties, responsibilities, and assignments of employees covered under the contract.
 - D. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation, restructuring, or closing of offices, departments, divisions, or subdivisions, building or other facilities.
 - E. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials, supplies, and use of equipment or facilities.
- II. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are not in conflict with the constitutional laws of the State of Michigan, and the constitutional laws of the United States.

- III. The Board of Education has the right to change its policies, including those policies which affect the wages, fringe benefits, other terms and conditions of employment, if such changes do not conflict with the express terms of this Agreement.

ARTICLE IV NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under federal, state, and local laws pertaining to fair employment practices as well as the moral principle involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, age, disability, gender, sexual preference, marital status or national origin.

ARTICLE V VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided, that said visitation shall not disrupt orderly operations.

ARTICLE VI STEWARDS

- I. The employees shall be represented by a Chief Steward and an Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union, and whose name shall be furnished in writing to the Board by the Union.
- II. The Chief Steward shall have the right to investigate a potential grievance(s) after receiving approval from his/her supervisor(s).
- III. During the Chief Steward's term of office, the Chief Steward shall be deemed to head the seniority lists for the purposes of shift preference, layoff and recall only, provided the Chief Steward is qualified to perform the work required and is actively employed by the district. Upon termination of the Chief Steward's term, the Chief Steward shall be returned to their regular seniority status.

ARTICLE VII LABOR-MANAGEMENT COMMITTEE

During the life of this Agreement, a Labor-Management Committee will be formed for the purpose of resolving potential grievances, addressing concerns, discussing new approaches, concepts, programs prior to implementation, and to be updated on the programs, trends, new laws, etc. which could impact the overall custodial/maintenance operation. The Union will provide representation from the Chief Steward and the Alternate Steward.

ARTICLE VIII SAFETY PRACTICES

- I. The Board will take reasonable measures in order to prevent or eliminate any present or potential job or safety hazards which the employees may encounter at their places of work, in accordance with the provisions of applicable law.
- II. The employee will notify the Board in writing, of any such job hazard, as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Board upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition if, in the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee or the public.
- III. Investigation of the alleged unsafe condition by the Board will be made by the Administrator. The Administrator may, if deemed necessary, request help in the investigation from the Race St. Administrator or designee. The Race St. Administrator or designee, when requested by the Union, will investigate the matter and render a ruling. The Union may request a further investigation to

be conducted by a committee composed of the Race St. Administrator or designee, a representative of the Union, the supervisor or supervisors originally involved, a member of the Central Office staff, and, if requested, a local authority in safety standards. If the matter is still in dispute after the committee finding, an immediate ruling is to be sought from the Bureau of Safety and Regulations, Department of Labor. This ruling is binding on all parties. If said ruling cannot be secured from the appropriate state agency within ten (10) calendar days, the matter will proceed to Step Four (C) in the Grievance Procedure.

- IV. Employees recognize their responsibility to comply with all applicable health and safety regulations that have been given to them in writing, and further, recognize that failure to comply with said rules and regulations will subject the employee to disciplinary action, including discharge.
- V. It shall not be the responsibility of the Maintenance and Custodial personnel to search for bombs as a result of a bomb threat.
- VI. Safety Committee
A safety committee shall be comprised of the Race St. Administrator and three (3) members of the bargaining unit. This committee shall review all safety complaints and the Race St. Administrator will report all concerns to the Central Office Administrator for recommendation(s) to the Board.

ARTICLE IX JURISDICTION

- I. Employees not covered by the terms of this Agreement shall not perform work covered by this Agreement except for the purposes of instructional training, experimentation, or in cases of emergency, but the Race St. Administrator or designee, may perform such duties which they have normally performed and which have been set forth in job descriptions furnished by the Board to the Union. This provision shall not infringe upon the right of the Board to contract or subcontract as specified under the provisions of Article X of this Agreement.

It is agreed between the parties that the Jurisdiction language will not be in effect during the term of this agreement. The language will be held in abeyance during the terms of this agreement.

ARTICLE X CONTRACTUAL WORK

- I. The right of contracting or subcontracting is vested in the Board, and/or in accordance with Public Act 112 as noted in the Laws of the State of Michigan.
- II. In the event that Public Act 112 is repealed the following would be added back to subsection I above. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members, nor shall contracting or subcontracting result in the layoff of the present work force, nor in the event of expansion of and/or additional facilities shall contracting be used in place of work performed under this Agreement.

ARTICLE XI SENIORITY

- I. Probationary Status
A newly hired employee shall be on a probationary status for ninety (90) calendar days taken from and including the first day of employment, except as herein provided. If at any time prior to completion of the ninety (90) calendar days probationary period the employee's work performance is unsatisfactory, the employee will be subject to immediate dismissal.

- II. Probationary Status
Newly hired employees who complete the ninety (90) days probation period during the summer recess must serve an additional thirty (30) days probationary period in his/her regular job assignment at the base rate of pay for the assigned classification.
- III. Completion of Probationary Status – Benefits
After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire, with the exception of the hospitalization insurance benefit which must be applied for by the employee no later than the thirty-first (31st) calendar day of employment.
- IV. Probationary Status – Layoff
If a layoff occurs for any reason and probationary employees are employed in those classifications where layoffs shall occur, they shall be the first to be laid off.
- V. Non-Probationary Status – Layoff
Non-probationary employees shall be laid off and recalled according to their seniority in classification. An employee on scheduled layoff shall have the right to displace a lesser seniority employee in the same classification or any employee with less seniority in any lower classification, provided the senior employee is qualified to hold the position occupied by the lesser seniority employee.

When a non-probationary employee is laid off, a bid meeting shall be held with all lesser seniored employees in the laid off employees classification and all lesser seniored employees in lower classifications.

The most seniored laid off employee shall make his/her choice of positions first. The next affected/displaced higher seniored employee shall then make his/her choice of positions from those positions he/she is most seniored and qualified to hold. The process continues until all bids/choices are completed by the displaced employee(s).

If an employee fails to attend the bid meeting, he/she shall forfeit all bid rights of this day. In extenuating circumstances, such as major illness/hospitalization, the employee may agree to have a fellow employee represent him/ her at the bid meeting.

Once the bids are completed during the bid meeting, the employee will be expected to begin his/her new position on the Monday following the bid meeting.

Should the employee's job performance be deemed unsatisfactory by the administration, he/she shall be assigned the least seniored position in the district. The position vacated due to this reassignment shall then be treated as a vacancy and Article XII shall be adhered to.

The employee will not have the option to return to his/her previous position if he/she is unhappy with the position.

- VI. Recall from Layoff – Probationary Status
The Board shall not be required to recall any probationary employee who is laid off.
- VII. Loss of Seniority
An employee will lose their seniority for the following reasons:
 - A. The employee resigns in writing
 - B. The employee is discharged for cause, and not reinstated through the grievance procedure
 - C. The employee fails to report to work within seven (7) calendar days following written call back notification.
 - D. Employee has been laid off for five (5) years.

VIII. Seniority List

On or about July 1st each year, an agreed to seniority list shall be made available to each building in which the employees covered by this Agreement work. Such list shall contain each employee's name, date of hire, current location and classification. The seniority date of employees hired on the same date shall be determined alphabetically by surname.

ARTICLE XII VACANCIES, PROMOTIONS AND TRANSFERS

I. Vacancies and New Positions

- A. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within fourteen (14) calendar days from the date of vacancy. Employees shall be given five (5) work day time in which to make application to fill the vacancy or new position. The senior employee making application shall be promoted to fill the vacancy or new position, provided the employee has the qualifications to perform the duties of the job involved. The employee whose bid to fill the vacancy is approved must be available for duty in the open position within thirty (30) calendar days after the specified starting date.
- B. A newly promoted employee shall serve a probationary period of sixty (60) calendar days in the open position. The newly promoted employee shall immediately receive the base rate for the new classification. During the time period that the employee is serving the sixty (60) calendar days probationary period, the Board shall provide the probationary employee with a minimum of two(2) written evaluations as to the employee's work performance, completed by their building administrator or supervisor.
- C. During the probationary period the employee may, at any time, return to their former position, or, in the event the employee's work performance is unsatisfactory to the Board, the employee shall be returned to their former position
- D. An employee promoted to a maintenance position shall serve a probationary period of sixty (60) calendar days in the open position. The newly promoted employee shall immediately receive the base rate for the new classification.

Anytime during the entire probationary period, if the employee is found unsatisfactory to perform his/her expected duties, the supervisor will indicate so in a written evaluation, and return the employee to his previous position.

II. Transfers

- A. Transfers shall be defined as bids by employees to assume the duties of a classification which pays the same, or less than, the bidder's present classification. Any employee who bids to transfer must remain in that position through the remainder of the school year in which the employee transfers to the open position, provided the employee must be able to perform the duties of the job involved, and be able to begin the duties within thirty (30) calendar days following award of the bid, and provided the employee possesses the required qualifications. An employee has the right to bid on an open position, if the classification pays higher than his/her present position.
- B. A newly transferred employee shall serve a sixty (60) calendar day probationary period. Any time during the entire probationary period, if the employee is found unsatisfactory to perform his/her expected duties, the supervisor will indicate so in a written evaluation.

C. The Board's posted vacancy notice shall contain the following:

- | | |
|-----------------------|-------------------------|
| 1. Type of work | 6. Classification |
| 2. Places of work | 7. Qualifications |
| 3. Starting date | 8. Date of bid posting |
| 4. Rate of pay | 9. Date of bid closing |
| 5. Hours to be worked | 10. Time of bid closing |

III. Temporary Transfers

- A. Any employee temporarily transferred from their classification to another classification within the bargaining unit shall be paid either the rate of the position from which the employee is transferred, or the rate of the position to which the employee is transferred, whichever is higher. When an employee requests a transfer, they will remain on their same rate of pay. If a C-M2, C-M3, C-M4 employee becomes state certified in a specific skill area within our C-M1 classification and assumes that position temporarily during a Leave of Absence, personal absence, etc., he/she will receive the C-M1 pay rate during that period he/she assumes the duties.
- B. Temporary transfers shall be for a period of no longer than sixty (60) calendar days, except in the event that both parties mutually agree to an extension of the sixty (60) calendar days time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the sixty (60) calendar day time period, the position shall then be considered an open position and posted for bidding from interested employees.
- C. When a position is vacant within a building due to a scheduled time off, an employee within the building shall have the option to be transferred to fill that position and paid the rate of that position. If an employee voluntarily accepts this position, he/she will not qualify for overtime provisions on the initial day during this position.
- D. When an employee is absent from a position for more than thirty (30) calendar days due to a leave of absence, that position shall be posted as a temporary vacancy. The employee who fills the position shall return to their former position upon the return of the regular employee.

ARTICLE XIII NEW JOBS

- I. When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect a new classification and a rate of pay for the job in question and shall designate the classification and pay rate as temporary. The Board shall notify the Union of any such temporary job which has been placed into effect upon the institution of such job.
- II. The new classification and rate of pay shall be considered as temporary for a period of sixty (60) calendar days following the date of written notification to the Union. During this sixty (60) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Board negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed.

In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become part of Schedule A of the Agreement.

ARTICLE XIV DISCIPLINE-DISCHARGE

- I. Dismissal, suspension, and/or any other disciplinary action must be for just and stated causes, which shall be given to the employee in writing, within five (5) working days from the time the employer has made the employee aware of the incident.

The time may be extended by mutual agreement of the parties. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the Union. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action are the following:

- A. Unauthorized or excessive absence from regular work or scheduled overtime assignments
 - B. Pattern setting absences
 - C. Commitment or conviction of any criminal act
 - D. Conduct or attitude unbecoming any employee in the public service
 - E. Disorderly or immoral conduct
 - F. Insubordination or willful violation of Board's agreed upon written work rules/policies
 - G. Bringing intoxicants or controlled substances (Controlled Substances Act) into, or consuming intoxicants or controlled substances on any school property, or reporting for work under the influence of intoxicating liquor or controlled substances
 - H. Willful neglect of duty or incompetence in performing assigned duties
 - I. Negligence or willful damage to public property, waste, or misappropriation and/or theft of public supplies or equipment
 - J. Deliberate falsification of records, time cards/reports
 - K. Failure to comply with written health and safety rules and regulations provided to the employee
- II. The Board agrees that discipline should be appropriate to the offense and the offender. The disciplinary scale ranges from a minimum of oral reprimands, to written reprimands, to suspension without pay, to the maximum measure of dismissal - discharge.

ARTICLE XV LEAVE OF ABSENCE

- I. Request for Leave
All requests for leaves of absence shall be presented in writing to Human Resources. The request will state the reason for the leave request, duration of the requested and the expected return to work date. A copy of the written leave of absence shall be maintained by the Board, a copy furnished to the employee and a copy given to the Chief Steward.
- Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board.
- II. Accrual of Seniority
An employee who meets all of the requirements for a leave of absence shall be granted a leave of absence without pay, and shall accumulate seniority during the leave of absence, and the employee shall be entitled to resume the employee's regular seniority status and all recall rights.
- In the event that the employee would fail to return to work within said period of time, as hereinbefore defined, then said employee shall be considered to have quit their job, and they shall be removed from the seniority list.
- III. Return to Work
An employee on leave of absence must notify the Superintendent or designee of the employee's intention to return to regular employment status by no later than thirty (30) calendar days prior to the date that the employee originally specified as the termination date for the leave. If the employee fails to so notify the Superintendent or designee, the employee will be considered to have abandoned their position, and the position will be considered vacant.

An employee who has been on an extended leave of absence or for over one (1) year, upon return to the bargaining unit will have the right to bump into the lowest seniored position, if qualified.

IV. Personal Illness

An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work and has exhausted all means of allowable compensation from the Board, shall be granted a leave of absence for up to one (1) year, provided the employee promptly notifies the Board of the necessity of such leave within two (2) weeks from the date that the employee would require the leave, and provided further, that the employee provide Human Resources with a written statement from a medical or osteopathic doctor of mutual choice of the necessity for such absence. Any continuation of such absence shall be at the Board's discretion and up to one (1) additional year only.

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

V. Immediate Family Illness

Leaves of absence may be granted for a specified period for an employee to care for a seriously ill immediate family member. Immediate family is defined by the Family Medical Leave Act (FMLA).

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

VI. Educational Leave

Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

VII. Military Duty

The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

VIII. National Guard/Reserves

Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for the purpose of handling an emergency situation, providing such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

IX. Union Office

Any employee in the bargaining unit who is either elected or appointed to full-time position or office in the Union, whose duties require the employee's absence from work, shall be granted a leave of absence for the term of such office or position for a maximum of three (3) years, but shall not exceed a period of time equal to one-half (1/2) the total years of seniority accumulated by said employee at the time the employee secures their leave of absence. Said leave may be extended by mutual agreement between the parties.

X. Worker's Compensation

The District may offer voluntary options, within medical restrictions, of "light duty" work or a restructured work assignment while the employee is recovering on workers' compensation. This re-assignment would be of a temporary duration and would require the employee to perform the essential functions of the assignment. This option may be offered to a member of this unit or it may be offered to a non-union member that may be able to help with this unit's work, with approval.

ARTICLE XVI GRIEVANCE

I. Definitions

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
- B. The time elements in the steps can be shortened or extended by written mutual agreement between the parties.
- C. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.
- D. The failure of the Union to appeal a decision in writing to the next highest step level of the Grievance Procedure within the time limits prescribed in the Grievance Procedure, shall constitute a withdrawal of the grievance, and shall bar further action on the grievance, and shall resolve the grievance based on the answer given by the administrator at the previous step level of the Grievance Procedure. The failure of an administrator, at any step level of the Grievance Procedure, to communicate the decision on the grievance in writing to the Union, within the prescribed time limits set forth in that step level of the Grievance Procedure, shall require that the relief requested by the Union be granted.
- E. Any employee grievance or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date that it is reasonable to assume that the employee or the Union, as the case may be, first became fully aware of the conditions giving rise to the grievance, the grievance shall not hereafter be considered a grievance under this Agreement.
- F. Immediate Supervisor, for all employees shall be defined as the Race St. Administrator or his designee.

II. Step One

- A. Any employee alleging a grievance shall discuss the grievance with their immediate supervisor and the Chief Steward.
- B. If the Union Steward/Grievant desires to continue processing the grievance, he/she shall:
 - 1. Sign the grievance
 - 2. Deliver it to the Race St. Administrator within two (2) working days following the date of the meeting with the Grievance Committee.

III. Step Two

- A. The Chief Steward and the grievant shall meet with the Race St. Administrator to discuss the grievance within two (2) working days of its written submission to him.
- B. The Race St. Administrator shall give his decision in writing relative to the grievance within five (5) working days of the date of the meeting with the Chief Steward.

IV. Step Three

- A. Any appeal of a decision rendered by the Race St. Administrator shall be presented in writing to the Superintendent of Schools within five (5) working days from the date of the receipt of the Race St. Administrator' written decision.

- B. The appeal shall be in writing and state the reason why the decision of the Race St. Administrator was not satisfactory.
- C. The Superintendent of Schools or designee shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following the date of the receipt of the appeal.
- D. The Superintendent of Schools shall give a decision in writing relative to the grievance within five (5) working days of the date of the meeting with the Business Representative of the Union.

V. Step Four

- A. If the decision of the Superintendent of Schools or designee is unsatisfactory, an appeal must be presented in writing within five (5) working days from the date of receipt of the decision rendered by the Superintendent of Schools to the Board of Education.
- B. The written appeal must state the reason or reasons why the Superintendent of Schools' decision was unsatisfactory.
- C. The Board of Education or a committee of the Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to both parties, but no later than fifteen (15) calendar days from the date of the receipt of the appeal.
- D. The Board of Education shall give a decision in writing relative to the grievance within five (5) working days of the date of the Business Representative's meeting with the Board of Education.

VI. Step Five - Arbitration

- A. If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days, from the date of receipt of the answer given by the Board of Education, the grievance must be submitted to arbitration. If the parties cannot agree as to the selection of the arbitrator within five (5) working days from the date of written notification that arbitration will be pursued, he shall then be selected by the American Arbitration Association.
- B. The Arbitrator, the Union, or the Board may call any person as a witness in any arbitration hearing.
- C. Each party shall be responsible for the expenses of the witnesses that they may call.
- D. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.
- E. The fees and expenses of the arbitrator shall be paid by the non-prevailing party, except in the event that the arbitrator does not make an award which clearly grants either party the decision on the arbitration award, the fees and expenses of the arbitrator then shall be shared equally between the parties.
- F. The arbitrator shall render his/her decision within thirty (30)calendar days from the date of the conclusion of the arbitration hearing.
- G. The arbitrator shall have no powers to interpret state or federal law.

- H. The decision of the arbitrator shall be final and conclusive and binding upon all employees, the Board and the Union, subject to the right of the Board or Union to judicial review.

ARTICLE XVII HOURS AND WORK WEEK

I. Work Week and Day

- A. The regularly scheduled work week shall consist of forty (40) hours within five (5) consecutive days. Part time assignments shall be based on district needs.
- B. The normal work day shall be eight and one-half (8 1/2) hours, which shall include a one-half (1/2) hour unpaid lunch period.

II. Overtime Rates Will be Paid as Follows

- A. Time and one-half (1 1/2) will be paid for all time worked in excess of forty (40) hours in the employee's work week.
- B. Time and one-half (1 1/2) will be paid for all hours worked on the employee's sixth (6th) day of their work week.
- C. Double time will be paid for all hours worked on the employee's seventh (7th) day of their work week.
- D. Employees on any of the following scheduled leaves shall not be considered for overtime:
 - a) Deduct day
 - b) Medical or Worker's compensation
 - c) Vacation of one week or more
- E. In the event an employee is requested to change their regular work week other than for school recess periods (days when school is not in session), the employee shall be given a two (2) day notice of the change or one (1) day notice in cases of emergency. Failure to give proper notification shall result in the employee being paid time and one-half (1-1/2) for hours which vary from their regularly established work week. Nothing contained herein in this subsection shall be used to circumvent the proper payment of overtime.

III. Compensatory Time

An employee may accrue compensatory time (comp time) in lieu of monetary overtime compensation, at a rate of not less than one and one-half (1-1/2) of comp time off for each hour of overtime worked. Comp time must be taken during the same work week in which it is earned.

IV. Call Back

Whenever an employee is required to return to work after the completion of their regularly scheduled working hours the employee shall receive pay for a minimum of two (2) hours pay at their straight time hourly rate. The employee shall be expected to remain on the job and work as assigned, unless otherwise approved by the Race Street Administrator. Call back must be made by the Race Street Administrator/Central office Administrator.

V. Distribution of Overtime

- A. Overtime shall be divided and rotated as equally as possible within the building or the department (whichever is applicable) according to seniority and among those employees who regularly perform such work.

- B. When the Department Supervisor has more overtime within a building than he has employees, he will refer to the seniority list within that department, starting at the top of the list and working down on a rotation basis. The employee or employees called for the overtime, including both those who take overtime and those who for any reason fail to take the overtime, will go to the bottom of the list, and will not be called until their name comes up again. If the list of employees in his department is depleted, then the Supervisor will call the Race St. Administrator and indicate how many employees will be needed. The Race St. Administrator will then go to the master seniority list and call, by rotation, the number of employees the Department Supervisor has requested.
- C. It is recognized that certain overtime assignments require certain specialized skills; when such circumstance arises the Race St. Administrator or designee will have the right to select the employee(s) who has such a skill for that specialized assignment. When this occurs, it will be the Department Supervisor's responsibility to balance the overtime opportunity with the employee who would have been in line for the overtime, if the employee had the specialized skill.
- D. The names of all employees expressing a desire to work the assignment of an activity will be placed on a seniority list and rotated in the manner described in Section IV (B) above. An employee assigned to work will be notified prior to the activity. Once the assignment has been made, the employee is deemed unavailable for any other overtime assignment which conflicts with the present assignment. In the event a scheduled activity is cancelled the employee assigned shall remain at the top of the list and automatically assigned the next scheduled activity.

VI. Maintenance of Buildings

Notwithstanding the preceding provisions of Section IV, it is agreed that on a new installation, or a job that requires a work order and is overtime work, the Maintenance Department personnel have first choice based on seniority and ability. If the overtime is refused by the Maintenance Department personnel, the overtime would then go to the qualified employees within that building according to seniority and ability.

VII. Shift Differential

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 4:00 p.m. and 12:00 midnight will receive a shift differential of ten cents (\$0.10) per hour for all hours worked that day.

VIII. Rest Periods/Breaks

Employees shall be entitled to one fifteen (15) minute rest period/break during the first four (4) hours of their working day, and one fifteen (15) minute rest period/break during the second four (4) hours of their working day. Said rest periods/breaks shall be taken in the building assigned/area assigned.

IX. Lunch Periods

A thirty (30) minute lunch period shall be arranged by the appropriate supervisor with the objective that said period shall normally occur in the middle of the employee's working day; provided, that said lunch periods may be staggered so that there is continuous custodial service available for the efficient operation of the school.

X. Maintenance Work

Custodial bargaining unit employees may be given the opportunity to cross train and work with the Maintenance employees during the non-school session periods of the year, providing the employee possesses the required basic knowledge, skills and abilities to perform the duties of the position.

Cross training/work opportunities described above will be posted consistent with Article XII of this Agreement. Individuals who apply for the posted positions may be required to complete an assessment of their job-related knowledge, skills and abilities. Individuals who apply for the posted positions will interview with at least one supervisor and one bargaining unit member.

XI. Report-In-Pay

Any employee called to work or permitted to come to work without having properly been notified that there will be no work or who has not been notified and there is less than two (2) hours work, shall receive in such instances a minimum of two (2) hours pay.

ARTICLE XVIII INSURANCE PROTECTION

I. Health Insurance

Each full-time unit member covered by this Agreement may select Plan A or Plan C . Full-time is defined as an employee who is a permanent employee scheduled to work thirty (30) hours or more per week, for new hires after 7/1/09, in their established classification/assignment. (Employees hired prior to 7/1/09 will need to work more than twenty (20) hours per week.) It is understood and agreed that the Board's obligation for insurance benefits shall be limited to the terms and conditions of each plan. For all coverage the Board reserves the right to select benefit carriers at a substantially equivalent level. Summary plan descriptions are available upon request and may include a wellness program. It is agreed between the parties that the employees will pay anything above a 5% annual increase in premiums for the length of this agreement.

Plan A Allows two options for medical insurance.

Option 1

Traditional Insurance

The Board agrees to pay the premium for family coverage

Option 2

Health Reimbursement Account (HRA)

The Board agrees to contribute a fixed dollar amount into an HRA account according to the coverage option such as single, two-person, or full family

Dental Insurance

The Board agrees to pay the premium for family coverage with an orthodontic rider.

Vision Insurance

The Board agrees to pay the premium for family coverage.

Plan B

Cash-in-lieu

Unit members eligible for, but not selecting Plan A or C, receive a monthly cash payment in the amount of One Hundred Fifty (\$150.00) Dollars.

Dental Insurance

The Board agrees to pay the premium for family coverage with an orthodontic rider.

Vision Insurance

The Board agrees to pay the premium for family coverage.

Plan C

Cash-in-lieu

Unit members eligible for, but not selecting Plan A or B, receive a monthly cash payment in the amount of Three Hundred (\$300.00) Dollars.

II. Life Insurance

The Board shall pay the total premium for a Fifteen Thousand (\$15,000.00) Dollar straight term life insurance policy for each employee covered by this Agreement.

III. Tax Sheltered Annuity

The Board agrees to deduct the premiums for Board approved tax sheltered annuities solely paid for by the employee and to remit such premiums to the designated insurance company.

IV. Retirement.

The Board agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement fund on the gross wages recognized by MPSERS as reportable retirement compensation for each employee covered by this Agreement.

V. Post-Retirement Insurance Reimbursement

Should the State Retirement Benefit Insurance Plan pay 85% of the health insurance premium coverage or more for retirees, the Board agrees to pay the difference for employees hired prior to June 30, 1997. Employees hired after June 30, 1997, will have a ten (10) year cap on this benefit. This language section and benefit is eliminated for any employees hired after January 1, 2004 and will be eliminated from the contract when no longer applicable.

VI. Payment of Premiums

For an employee that is either placed on a paid or unpaid medical leave of absence, including work related injuries, the Board shall continue to pay the medical insurance premium based on the following schedule:

10 Years Service or Less	3 Months
11 – 12 Years Service	6 Months
13 – 15 Years Service	9 Months
More than 15 Years Service	12 Months

ARTICLE XIX SICK LEAVE

I. Sick Leave Accumulation

- A. Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month.

Employees hired before June 30, 1997 may accumulate sick days to a maximum of Two Hundred (200) days.

Employees hired after June 30, 1997 may accumulate sick days to a maximum of Ninety (90) days.

- B. Records of sick leave accumulated and taken shall be provided at least annually to the employee and the Union.
- C. If an employee elects to pay optional short-term or long-term disability premiums, then the employee may choose to have all or part of their accumulated leave frozen while they are receiving short-term or long-term disability benefits.
- D. Sick leave will continue to accumulate when an employee is on Worker's Compensation.
- E. Employees may use one (1) sick day a week to supplement their workers compensation when they are unable to work forty (40) hours per week.

II. Use of Sick Leave Days – Personal Illness

Sick leave days shall be granted to the employee when the employee is incapacitated from the performance of the employee's duties by sickness, injury, or for medical, dental, or optical examination or treatment.

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

III. Use of Sick Leave Days – Immediate Family

Sick leave shall be granted when a member of the immediate family of the employee requires the care and attend of the employee due to illness or injury. Immediate family for this purpose is defined as: spouse, children, parents, grandparents, mother-in-law, father-in-law, brother or sister. In the case of the care or attention for convalescent purposes, a corroborating statement of the need for such care may be requested by the Board from the physician of the immediate family member. The call in on sick leave will specify the specific reason for the sick leave and will be followed by a written statement of explanation upon return in this instance. The Board may request medical verification pertaining to the usage of sick leave in the event such absence exceeds two (2) working days.

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

IV. Notification

Employees who are unable to perform their duties because of illness or disability shall notify their supervisor of the fact before the start of the work day. If an illness or disability extends beyond the first (1st) day, the employee and the employee's supervisor may make arrangements as to the frequency of notification of the continued illness or disability.

V. Return to Work

Employees absent more than three (3) consecutive work days will be required to furnish a doctor's statement as a condition of returning to work and continued employment.

VI. Retirement

Payment for accrued sick days at time of retirement, if the employee qualifies for retirement under the provisions of the Michigan Employment Retirement Act, shall be Twenty (\$20.00) Dollars per day for each accumulated day of sick leave after ten (10) years of service.

Employees who have been employed twenty (20) or more years at the time of retirement will receive Twenty Five (\$25.00) Dollars per day for each accumulated day of sick leave, up to a maximum of Two Hundred (200) days.

When an employee retires from the District, the employee is required to participate in a Special Pay Deferral Plan for payments of the following:

- a) Accumulated sick leave, personal days, or vacation days

A Special Pay Deferral Plan utilizes the tax law to eliminate the defined taxes for both the employee and the employer. (Appendix B).

VII . Death.

If an employee dies during this/her employment at Adrian Public Schools, their estate shall receive their accumulated sick leave as per the terms of this Agreement.

VIII. Maximum Sick Days Accumulation

Any time an employee's sick leave accumulation exceeds Two Hundred (200) days, he/she shall have the following options:

- 1) Receive Twenty (\$20.00) Dollars or Twenty Five (\$25.00) Dollars per day, dependent on years of service, for each day in excess of Two Hundred (200), payable in July of each year.
- 2) Allow days to accumulate beyond Two Hundred (200) in case they are needed in the future. However, for retirement purposes only Two Hundred (200) days are accumulative.

IX . Vacation Day Coordination With Sick Leave Use. An employee may use vacation days to apply to situations covered by the sick leave provisions of this Article, upon exhaustion of all allowable sick leave entitlement.

ARTICLE XX FUNERAL LEAVE

All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be defined as spouse, children, parents, grandparents, mother and father-in-law, brothers, sisters, brothers and sister-in-law and grand- children. Where a special relationship has been established by the employee with a blood relative, legal or natural guardian relationship, the employee shall be granted up to five (5) working days with pay for funeral leave.

ARTICLE XXI PERSONAL DAYS

- A. Each employee covered by this Agreement shall be granted three (3) personal days per year with pay, not deductible from sick leave. However, prior arrangements are to be made for such days whenever possible. Unused personal days will be added to the employee's accumulative sick leave, in addition to their normal accumulative sick leave.
- B. Personal days shall not be used for the purpose of earning money.

ARTICLE XXII VACATIONS

I. Employees hired prior to November 1, 2003 shall receive vacation time with pay based upon the total years of service, according to the following schedule:

- A. One year of service 5 working days
- B. Two years of service 10 working days
- C. Five years of service 15 working days
- D. Ten years of service 20 working days

Employees hired after November 1, 2003 shall receive vacation time with pay based upon the total years of service, according to the following schedule:

- A. One year of service 5 working days
- B. Two to Nine years of service 10 working days
- C. Ten years of service 12 working days
- D. Fifteen years of service 15 working days

II. The vacation time shall be calculated and credited for each employee each July 1 as specified in this paragraph (subject to the provisions of the following paragraphs III – IX).

A. New employee: prorate vacation time based upon months worked up to July 1 of the first year.

Example 1: hire date April 1, 2000. Calculation on July 1, 2000: three months from the date of hire to July 1, 2000. $3/12 \text{ times } 5 \text{ days} = 15/12 = 1.25 \text{ days of vacation credited. The employee shall not receive any further vacation until the next July 1.}$

B. Employees who reach an anniversary date upon which additional vacation is earned according to the schedule above shall be credited at the anniversary date vacation time equal to the prorated additional amount above the last vacation step schedule. The proration would be based upon the portion of the year left to go until the next July 1 calculation as a percentage of the total year, calculated on the basis of calendar days, using a 365 day year.

Example 2: hire date 10-1-98, second year anniversary date 10-1-2000, qualifies for a second 5 days of vacation. The employee received 5 days vacation on July 1, 2000, and upon the October 1, 2000 anniversary date is entitled to the additional 5 days, prorated to reflect the partial year. There would be 272 days left of the 365 day year, so $272/365 \times 5 \text{ days}$, or 3.73 extra vacation days credited. On the following July 1, the full 10 days of vacation would be credited.

Example 3: hire date 10-1-90, tenth year anniversary date 10-1-2000, qualifies for a fourth set of 5 days of vacation. On July 1, 2000, the employee receives 15 days of vacation time, and upon the October 1, 2000 anniversary date is entitled to the additional 5 days, prorated to reflect the partial year. There would be 272 days left of the 365 day year, so $272/365 \times 5 \text{ days}$, or 3.73 extra vacation days credited. On the following July 1, the full 20 days of vacation would be credited.

III. Vacation days are earned on a monthly basis, based on attendance. For the purpose of determining monthly eligibility, the following are excluded:

- A. Paid sick leave days
- B. Funeral Leave
- C. Personal Days
- D. Paid Holidays
- E. Worker's Compensation days which are paid by the Board
- F. Qualified Family Medical Leave Act (FMLA) absence.

- IV. If an employee is injured while gainfully employed by other than the Board, no sick leave will be paid by the Board, and all such days of absence will be counted as regularly scheduled work days missed for the purpose of determining vacation eligibility.
- V. The following formula shall apply to each month of the fiscal year:
- A. Two (2) days absenteeism, not covered by the above, would result in no penalty of the employee's vacation entitlement for that month.
 - B. Three (3) days absenteeism, not covered by the above, would result in the loss of one-half (1/2) of the employee's vacation entitlement for that month up to one (1) full day, by applying the formula stated below.
 - C. Four (4) days absenteeism, not covered by the above, would result in the loss of one-half (1/2) of the employee's vacation entitlement for that month up to one (1) full day, by applying the formula stated below.
 - D. Five (5) days absenteeism, not covered by the above, would result in no vacation earned for that month.
- VI. To compute the vacation days lost by the employee when the employee suffers a one-half (1/2) lost vacation for the given month, it would be done in the following manner:
- A. Determine the number of days per month that the employee is entitled to receive, based on his years of service.
 - B. Multiply the figures in number 1 by fifty percent (50%) or (.5).
 - C. Round off the resulting number to whole and half days by the following formula:
 1. .0 - .2 = no days
 2. .3 - .7 = one-half day
 3. .8 - 1.0 = whole day
- VII. Employees terminating employment or on a leave of absence shall receive their prorated vacation allowance based upon one-twelfth (1/12) of the vacation pay for each month or major fraction thereof between July 1st and their termination date.
- VIII. All vacations must be approved by the Race St. Administrator or his designee. Request for vacations must be submitted at least five (5) work days in advance, except in case of an emergency. Only two (2) days notice for one (1) day vacation will be required. No advance notice will be required for vacation of less than one (1) day, however, supervisor approval is still needed.
- A. In order to maintain a consistent work force throughout the school year, administration shall try to accommodate all requests for vacation as completely as possible.
 - B. In situations where extenuating circumstances exist, and the vacation has been denied by the Race St. Administrator, the employee may request these circumstances be re-evaluated by the Superintendent/designate.
 - C. The administration recommends when an employee is considering a vacation request, he/she contacts the Race St. Administrator as soon as possible so the administrator can prepare work schedules accordingly.

- D. Vacation will be granted on a first come-first serve basis. If multiple requests are received simultaneously, the approval will be determined on seniority basis.
 - E. One (1) week of vacation will be allowed during student days, with the rest to be taken during non-student days.
- IX. Any employee may use vacation days to apply to situations covered by the Sick Leave provisions in Article XIX, upon exhaustion of all allowable Sick Leave entitlements.

ARTICLE XXIII HOLIDAYS

- I. The Board will pay the normal day's pay for the following holidays even though no work is performed by the employee:

New Year's Eve Day	Thanksgiving Day
New Year's Day	Day Following Thanksgiving
Good Friday*	Christmas Eve Day
Memorial Day	Christmas Day
July Fourth	First Working Day After Christmas
Labor Day	

*Employee will have a full day holiday if school is not in session. If school is in session a half (1/2) day, the employee will work the half (1/2) day and be paid for eight (8) hours. If school is scheduled for the full day, the employee will work eight (8) hours at regular pay.

If the holiday falls on Saturday, the preceding Friday will be the scheduled holiday and if the holiday falls on Sunday, the following Monday will be the holiday.

- II. Employees required to work on any of the above named holidays shall receive double time for all hours worked in addition to the regular holiday work schedule.
- III. In the event that the employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday, or the employee shall receive their normal day's pay for the holiday. In the event that the employee is on Sick Leave on any of the above named holidays, the employee shall not have that day charged against their allowable earned Sick Leave.
- IV. An employee off sick on the work day before or work day following a holiday may be required to submit medical proof of illness in order to receive holiday pay.
- V. In the event that the scheduled holiday falls on a weekend, the employee shall be given either a Friday or Monday off with pay on either date prior to or after the holiday, which would be scheduled by the Board.

ARTICLE XXIV PERFORMANCE EVALUATION

The Board and the Custodial Maintenance Unit agree that members of the Unit shall be subject to an evaluation process. The purpose of the evaluation process is: 1) Recognize accomplishments; 2) Provide accurate feedback related to job performance; 3) Link employee objectives to the Mission of Adrian Public Schools; and 4) Address areas that do not meet expectations through a Plan for Improvement.

The job performance of Custodial Maintenance Unit members shall be evaluated in writing at least once every two (2) years by the immediate supervisor or designee with input from other staff, if appropriate.

The job performance criteria will be: Basic job knowledge and skills; Performance of assigned duties; Interpersonal relationships with staff, parents and students; Care and Use of Equipment; Ability to follow directions and accept responsibility; Promptness and attendance to job.

Disciplinary action will not be a direct result of the performance evaluation process, however, ongoing disciplinary action may be cited in a performance evaluation.

The employee is provided a copy of the completed evaluation, the original is placed in the employee's personnel file located in Human Resources.

If an employee disagrees with the performance evaluation, they may submit a written rebuttal within five (5) days. The written rebuttal will be attached to the performance evaluation for placement in the employee's personnel file located in Human Resources.

ARTICLE XXV TOOL INSURANCE COVERAGE

The Board shall pay the premium required to provide a one hundred dollar (\$100.00) deductible insurance policy with a maximum of Twenty Five Thousand (\$25,000.00) Dollars coverage for tools owned per Vehicle Mechanic, Mechanic, or any CMI employee, (or owned by the District under a sale-lease back arrangement with the District) and used in the course of work performed for the Board.

It is understood that the tools will be insured only while on the Board's premises or at the work locations designated by the Board. It shall be the responsibility of the employee to provide an annual inventory of the tools owned by the employee and covered by the Board.

ARTICLE XXVI INCLEMENT WEATHER DAYS

In the event that the school district is closed on a school session day, due to severe weather or other emergency, the employees covered by this Agreement shall not normally be expected to report to work. Those required to report shall be granted up to a maximum of two (2) personal days off per year to be used at a time(s) mutually agreeable with the employee and his/ her immediate supervisor. Every effort should be made to use these days before the end of the fiscal year. At the discretion of the employee, if they are not used at the end of the fiscal year, they will be rolled into the employee's sick leave bank or paid out.

ARTICLE XXVII JURY DUTY/COURT APPEARANCE

Employees requested to appear for jury qualification or service shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for such jury service (unless the employee works their full shift). It is recognized that employees serving as jurors may be dismissed at irregular times. If dismissal occurs less than four (4) hours following the beginning of the employee's regular shift, the employee shall be required to report for work within a reasonable period of time following the dismissal, and work the remainder of their shift. If dismissal occurs after four (4) hours, the employee is not required to report.

Employees who are subpoenaed to appear in court during their regular shift shall be paid for such time they are in court less any compensation received for such appearance.

Employees scheduled to work second (2nd) or third (3rd) shift who are selected for jury duty shall be assigned to first (1st) shift on the days they are required to report to jury duty. The employee shall notify the Race St. Administrator, or designee, upon their selection for duty.

ARTICLE XXVIII CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A attached hereto and made a part hereof by reference.

ARTICLE XXIX BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXX SCOPE, WAIVER AND ALTERATION OF AGREEMENT

- I. No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Board, unless executed in writing between the parties hereto and the same has been ratified by the Union and the Board.
- II. 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 and conditions herein.
- III. If any Article or Section of this Agreement, or any Supplement thereto 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 thereby 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 XXXI TERMINATION AND MODIFICATION

- I. This Agreement shall continue in full force and effect July 1, 2009 through June 30, 2012.
- II. If either party desires to terminate this Agreement, it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- III. If either party desires to modify or change this Agreement, it shall be ninety (90) calendar days prior to the Termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement be terminated by either party on ten (10) calendar days written notice of termination.

Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- IV. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, The International Union of Operating engineers, Local #547, AFL-CIO, 24270 W. Seven Mile Road, Detroit, Michigan 48219, and if to the Board, addressed to Board of Education, Adrian Public Schools, 227 N. Winter Street, Adrian, Michigan 49221, or to any other such address the Union or the Board may make available to each other.
- V. The effective date of this Agreement is July 1, 2009.
- VI. It is agreed there will be subsequent economic reopeners each year of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

ADRIAN PUBLIC SCHOOLS

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL
#547 AFL-CIO

President

President

Superintendent

Recording-Corresponding Secretary

SCHEDULE A CUSTODIAL/MAINTENANCE WAGE SCALE 2009-2010

Classifications	2009-2010
<u>CM1 Certified</u> Maintenance/Pool Operator Mechanic	\$18.49
<u>CM2</u> Maintenance/Pool Operator HS Head Custodian/Pool Operator	\$14.89
<u>CM3</u> MS Head Custodian/Pool Operator Custodian/Pool Operator	\$14.75
<u>CM4</u> Custodians Asst. Shipping & Receiving	\$14.46

Tier 2 – Effective July 1, 1997 all new employees will be at the wage scale listed below:

Classifications	2009-2010
<u>CM1 Certified</u> Maintenance/Pool Operator Mechanic -employed prior 1997	\$18.00
<u>CM2</u> Maintenance/Pool Operator Head Custodian/Pool Operator Mechanic -employed after 1997	\$11.35
<u>CM4</u> Custodians Asst. Shipping & Receiving	\$10.95

LONGEVITY PAY

All employees shall be paid longevity according to the following schedule, based on the employee's total seniority with the Board, and shall be paid on the anniversary date of the employee and added to their base rate of pay:

	<u>Hired Prior To</u> <u>June 30, 1997</u>	<u>Hired After</u> <u>July 1, 1997</u>
5 years of service	+ .10	+ .10
10 years of service	+ .15	+ .09
15 years of service	+ .15	+ .09
20 years of service	+ .20	+ .12
25 years of service	+ .20	+ .12
30 years of service	+ .20	+ .12

APPENDIX B SPECIAL PAY DEFERRAL PLAN

The amounts payable under the Special Pay Deferral Plan shall be deposited by the employer in the form of a non-elective employer contribution to a 403(b) plan account of each eligible employee's choice provided through MEA-FS, except that no contribution shall cause an employee to exceed the limitations of Section 415(c) of the Internal Revenue Code. Contributions that exceed the Section 415(c) limitations shall be deposited for each affected employee in the following calendar year and in each subsequent year until all amounts due have been deposited by the employer. However, no employer contribution may be deposited in any year that is later than the fifth calendar year following the year in which the employee terminates employment with the school district. Employees shall have no cash option to this employer 403(b) contribution.

The 403(b) policy [and the 403(b) plan document, if any] of this school district shall provide that all employees are eligible to retire from the school district for the purpose of the district's 403(b) plan and hence may withdraw 403(b) contributions at any time before or after termination of employment to the extent allowed by the Internal Revenue Code.

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