

COLLECTIVE BARGAINING AGREEMENT

Utica Community Schools

and the

Operations, Grounds and Warehouse Employees

Chapter of Local 1664

July 1, 2010 TO JUNE 30, 2012

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COLLECTIVE BARGAINING AGREEMENT

DESIGNATION OF PARTIES

On this 14th day of June, 2010, at Sterling Heights, Michigan the Utica Community School District located at Sterling Heights, Michigan, hereinafter designated as the "Board", and by the Operations, Grounds and Warehouse Employees Chapter of Local #1664 of Michigan Council 25 affiliate of the American Federation of State, County, and Municipal Employees, hereinafter designated as the "Union", agree as follows:

ARTICLE 1 PREAMBLE

1.1 It is the general purpose of this Agreement to promote the interests of the School District, its students and its employees, and to provide for the operation of the School District under methods which will further, to the fullest extent possible: the safety of the students and employees, economy, cleanliness and efficiency of the Schools and equipment; protection of property, and avoidance of interruptions to the instructional program. The parties to the Agreement will cooperate fully to secure the advancement and achievement of these purposes.

THE BOARD OF EDUCATION

2.1 The Board, under Michigan Law has final responsibility for the direction and control of all aspects of the affairs of the school district. The Board cannot lawfully avoid, delegate or surrender any portion of this responsibility and nothing in this Agreement shall be construed to negate this principle.

RECOGNITION

3.1 The Board recognizes the Operations, Grounds and Warehouse Employees Chapter of Local #1664 of Council #25, AFSCME, as the sole and exclusive bargaining representative for Custodian I, Custodian II, Shift Leader Custodian I, Elementary Head Custodian I, Junior High Head Custodian I, Senior High Head Custodian I, Groundsperson, Head Groundsperson, Storekeeper, Storekeeper Leader. The Union agrees that the following employees are excluded from this bargaining unit: Plumber Leader, Plumber, Carpenter Leader, Carpenter, Audio-Visual Leader, Audio Visual Repair, Heating and Ventilating Leader, Heating and Ventilating, Electrician Leader, Electrician, Bus Drivers, Mechanics, Head Mechanics, Mechanic Leader, Mechanic Helper, Superintendent, Assistant Superintendents, Administrative Assistants, Directors, Assistant Directors, Supervisors, Assistant Supervisors, all Support Personnel/MESPA, substitute and temporary help, all paraprofessional employees who are excluded under the law.

ARTICLE 4

AID TO OTHER UNIONS

4.1 The Board will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

CHECK-OFF

- 5.1 The Board agrees to deduct initiation fees, union dues and service fees from the pay of those employees who individually request in writing, that such deductions be made. These deductions will be made from the second pay period each month. The amounts shall be certified to the employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer within 10 working days. The Board further agrees to submit the names of the newly hired employees of this bargaining unit to the Union within five days of the date of hire.
- 5.2 Employees shall tender the initiation fee and monthly dues or service fees by signing the proper authorization for check-off form.
- 5.3 Authorized political action contributions (P.E.O.P.L.E.) will be directed by the Operations, Grounds and Warehouse Chapter of Local 1664. Such contributions may be made through payroll deduction and shall meet all legal requirements. Such deductions shall begin only after all appropriate paperwork has been filed with the district.
- 5.4 The Union shall hold the District harmless regarding any monies deducted and remitted to the union pursuant to this provision.

ARTICLE 6

AGENCY SHOP

- 6.1 Membership in the Union shall be open to all employees regardless of race, creed, age, sex, marital status or national origin.
- 6.2 Employees who are not members of the Union shall, as a condition of employment, pay to the union a service charge equal to the Union

- dues, initiation fee and assessments.
- 6.3 Present employees, newly hired, transferred, or rehired employees shall conform to this provision within thirty (30) days or at the end of their probationary period whichever is later.
- 6.4 Employees shall be deemed to be members of the bargaining unit in good standing within the meaning of this Article, if they are not more than sixty (60) days in arrears in payment of dues, service charge, initiation fee and assessments.
- 6.5 It shall be the responsibility of the Union to notify Human Resources, in writing, within thirty (30) days when a member of the bargaining unit is in violation of this provision.
- 6.6 Employees who become in arrears in their payment by sixty (60) days or more shall be eligible for reinstatement if, prior to termination, the penalty prescribed by the Union is paid.

INDEMNIFICATION CLAUSE

7.1 In consideration of the School District's agreement as set forth in Article 5 and Article 6 of this Agreement, the Operations, Grounds and Warehouse Chapter of Local #1664, Council 25, American Federation of State, County, and Municipal Employees, agrees that it will indemnify and save the School District harmless against any and all suits, claims, judgments, fees, expenses, or other liabilities incurred by the School District by reason of its honoring check-off authorization as set forth in Article 5 of this Agreement, such indemnity to include but not limited to payment in full of any judgments, costs and interest awarded against the School District, and payment in full of all reasonable attorney fees, costs and expenses incurred by the School District in any litigation before any tribunal arising out of the School District's action honoring check-off authorization forms.

STEWARDS AND UNION REPRESENTATION

- 8.1 It is agreed between the parties that the steward structure and areas represented as submitted by the Union to the Board annually will be the structure recognized by the parties for the term of this Agreement, subject to implementation of paragraph 8.4 of this Article.
- **8.2** The group classification are as follows:
 - 8.2.1 Operations
 - **8.2.2** Grounds
 - 8.2.3 Warehouse
- 8.3 It is mutually recognized that the principle of proportional steward representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.
- **8.4** Any additional representation shall be subject to mutual agreement of the parties.
- 8.5 The Union will provide the Board of Education with the names of the stewards and officers upon election and appointment.

ARTICLE 9

SPECIAL CONFERENCES

9.1 Special conferences may be held between the representatives of the Board of Education and the Union upon request of either party. However, there shall be no denial of at least two (2) special conferences per year per group. The preferred time for the special conferences shall be as follows (including necessary travel time):

9.1.1 Operations Group 2:30 P.M. to 4:30 P.M.

9.1.2 Grounds Group 2:30 P.M. to 4:00 P.M.

9.1.3 Warehouse Group 3:00 P.M. to 5:00 P.M.

9.1.4 Each party is limited to five (5) representatives for special conferences.

- **9.2** Meetings may be extended by mutual agreement.
- 9.3 The purpose of the meetings will be to review the administration of the Agreement to resolve any problems that may arise.
- 9.4 These meetings are not intended to by-pass the grievance procedure.
- 9.5 It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on an equitable basis.
- 9.6 Should a mutually acceptable amendment of the Agreement result, such amendment is subject to ratification by the Board and the Union.
- 9.7 These meetings may be attended by the representative of the Union affiliate with prior notification of two (2) working days to a representative of the Board.
- 9.8 All items to be considered as agenda items must be submitted to the other party in writing three working days prior to the special conference. If any agreement is reached between the parties on an agenda item, it will be reduced to writing and a copy submitted to the Union within three (3) working days.
- **9.9** Safety problems and recommendations shall be a proper subject for special conferences.

SUPPLEMENTAL AGREEMENTS

10.1 All proposed supplemental agreements shall be subject to Good Faith negotiation between the Board and Union. They shall be approved or rejected within a period of ten days following the conclusions of negotiations. The Board and the Union agrees that neither they nor their agents shall attempt to initiate any exceptions to this Agreement without re-entering negotiations. If exceptions, additions or deletions are agreed upon they will be subject to ratification by the Board and the Union.

ARTICLE 11

GRIEVANCES

- 11.1 **DEFINITION** -- Any claim by the Union or an Employee, that there has been a violation, misinterpretation, or misapplication of the specific and expressed terms of this Agreement or of established rules shall be resolved through the procedure set forth herein.
- 11.2 GRIEVANCE COMMITTEE -- The Board agrees to recognize a grievance committee, which shall be composed of the Chapter Chairperson, a Chief Steward and the Steward from the group classification in which the grievance originated. The party involved in the grievance must be present if requested by either party.
- 11.3 RETROACTIVE SETTLEMENTS -- Settlement of grievances occurring due to unawareness shall not be retroactive to any date prior to the date of filing.
- 11.4 TIME LIMITS -- The time limits specified for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual agreement of the parties in writing. In the event that the Union fails to appeal a grievance or

grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal commencing with the expiration date of the Board's grace period for answering.

- a maximum of one-half (1/2) hour at the beginning or end of his/her shift to investigate grievances upon notification and approval of his/her immediate supervisor. Neither the union steward nor any of the other employees shall engage in activities during working hours that detract form their productivity. At no time shall the total number of hours used by the Union in processing and investigating grievances exceed eight (8) hours per week. The grievance form shall indicate the name of the steward investigating the grievance and the approved released time from duty for the purpose of conducting the investigation.
- 11.6 If in the opinion of the chapter chairperson, a supervisor unreasonably refuses time specified in 11.5, the Chapter Chairperson may position such refusal as an agenda item for a special conference.

ARTICLE 12

GRIEVANCE PROCEDURE

12.1 If an employee or the Union, has a grievance, it shall be presented to the Board as follows:

12.2 STEP 1:

Any employee who believes he/she has a grievance may present such grievance, on an informal basis, to the

appropriate supervisor. One steward may be present at this informal meeting if requested by the employee.

- Each grievance shall be initiated within ten (10) working days of the occurrence of the cause for complaint, or if neither the aggrieved nor the Union has knowledge of said occurrence at the time of its happening, then within ten (10) working days after the aggrieved or the Union becomes aware of the cause for the complaint.
- 12.2.3 The appropriate supervisor shall meet with the steward and/or the employee within four (4) working days from receipt of notice of the alleged grievance. If the matter is not resolved on the informal basis, the matter shall be reduced to writing by the grievant or steward stating the articles and paragraphs of this Agreement or the rules that have allegedly been violated, a statement of the facts, the position of the employee and the restitution required from the Board by the Union. This written grievance shall be submitted to the appropriate supervisor within two (2) working days of the informal meeting. The appropriate supervisor shall, within three (3) working days of receipt of the written grievance, submit the disposition of the matter to the steward in writing.

12.3 STEP 2:

12.3.1 If the alleged grievance is not solved to the satisfaction of the employee and Union, the chief steward may submit the written grievance to the appropriate staff director within four (4) working days of the Step 1 written response. The appropriate staff director shall meet with the steward and chief steward and the grievant, at their option, within four (4) working days from receipt of the written grievance, to try to resolve the grievance. The appropriate staff director shall within

three (3) working days after the meeting submit the disposition of the matter in writing to the chief steward.

12.4 STEP 3:

12.4.1

If the written disposition is not satisfactory to the employee and the Union, the grievance may be submitted in writing by the Chapter Chairperson of the Union to the Human Resources Department within five (5) working days. The Human Resources Department shall meet within five (5) working days with the Chapter Chairperson and the balance of the grievance committee. (This meeting may be attended by a Council and/or International Representative.) The Human Resources Department shall submit the written answer to the grievance to the Chapter Chairperson within five (5) working days after the meeting. The Union representatives may meet on the Board's property at a place mutually agreed upon between the Union and Board for at least one-half (1/2) hour immediately preceding the grievance meeting.

12.5 STEP 4:

12.5.1

If the grievance is still not settled the Union may, within thirty (30) calendar days after receipt of the written reply of the Human Resources Department, request arbitration by written notice to the Board. The arbitrator will be selected through the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of the testimony and argument. The petition for arbitration will be filed with the American Arbitration Association within ninety (90) calendar days after receipt of the written reply from the Human Resources Department.

- 12.5.2 The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement.
- Arbitration shall be conducted under the auspices of the American Arbitration Association and the conduct of said hearing shall be controlled by its rules. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half (1/2) by the Board and one-half (1/2) by the Union, and all other expenses shall be borne by the party incurring them.
- 12.6 All Class Actions or dismissals shall automatically go to the Third Step of the Grievance procedure.
- 12.7 Extension of the timelines listed in Steps 1, 2, and 3 may be extended by the written mutual consent of the Board's representative and the Union.
- 12.8 There shall be no retaliation by the Board or its representative against Bargaining Unit Members or Union Officers for investigating, filing or processing grievances as allowed in Articles 11 and 12.

DISCHARGE, SUSPENSION AND REPRIMANDS

- 13.1 For just cause, the Board or its representative may reprimand, suspend with or without pay, demote or discharge an employee.
- 13.2 When an employee is given a suspension, disciplinary discharge, layoff, written reprimand and/or warning, which is to be affixed to the personnel record in any file, the Union and Employee shall be promptly notified in writing of the action taken.

13.3 An employee will have the right to remove material of a negative nature concerning his/her job performance that is over four (4) years old.

ARTICLE 14

SENIORITY

- **14.1** Seniority shall be applied within a job classification and on a bargaining unit basis.
- **14.2** Job classification shall be as follows:
 - **14.2.1** Operations by job title
 - **14.2.2** Grounds personnel by job title
 - **14.2.3** Warehouse personnel by job title
- 14.3 Bargaining unit seniority shall be determined for each employee as of the anniversary date of last hire into the bargaining unit, with regard to fringe benefits (i.e., retirement, vacations, sick leave, etc.).
- 14.4 Job classification seniority shall be determined for each employee effective the first day assigned to the job classification and upon successful completion of the trial and/or probationary period.
 - In the event that two or more employees have the same seniority in a job classification, seniority will then be determined first by system-wide seniority and then if there is a tie by alphabetical order of surnames.
- 14.5 An employee who has moved from one job classification and moves back to their former job classification shall maintain their full bargaining unit seniority from date of last permanent hire in the Utica School District.

- 14.6 PROBATIONARY EMPLOYEES -- There shall be no seniority for probationary employees. New employees hired under this Agreement shall be considered as probationary employees for the first forty-five (45) working days of their employment. When employees complete the probationary period, they shall be entered on the seniority list and shall rank for seniority from the original date of employment (first day worked). By mutual consent, additional probation, up to forty-five (45) working days may be granted. If more than one employee is hired on the same day, seniority will be determined by alphabetical order of their surnames.
- 14.7 The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth in this Agreement. A probationary employee shall not be disciplined for union activity and, with that one exception, probationary employees shall not have access to the grievance procedure.
- 14.8 Probationary employees will not receive any fringe benefits during their probationary period, except appropriate holiday pay. However, they will accumulate sick days during such period, but may not utilize them until the completion of their probationary period.
- 14.9 When a custodial employee completes the probationary period as a new hire and is assigned to a building, he/she must remain in that building for one calendar year from date of hire. This provision shall not prohibit an employee from promotional opportunities.

SENIORITY LIST

- 15.1 The seniority list will be posted for each group classification each February and will show all employees of the job classifications, their names and seniority rank.
- 15.2 Seniority shall not be affected by the race, sex, marital status, color,

- religious creed, age, ancestry, or dependents of the employee.
- 15.3 If from the date of posting of the seniority list, the list is not challenged by either party within seven (7) actual working days, it will be deemed accepted as accurate.

ARTICLE 16 LOSS OF SENIORITY

- **16.1** Employees shall lose their seniority for the following reasons:
 - **16.1.1** They quit or retire.
 - 16.1.2 They are discharged and discharge is not reversed through the grievance procedure.
 - 16.1.3 They fail to return to work within ten (10) working days after the issuance by the Board of notice of recall by registered or certified mail to the last known address of such employee as shown by the Board's records.
 - 16.1.4 They are absent from work five (5) consecutive working days without advising the Board and giving satisfactory reasons to the Board for such absence.
 - 16.1.5 They overstay a leave of absence, unless there are approved extenuating circumstances.
 - 16.1.6 They give a false reason for a leave of absence or engage in other employment during such leave.
 - Falsification of the pre-employment application either by design or omission. This shall apply to all employees hired after July 1, 1998.
 - 16.1.8 If an employee loses his/her driver's license for off duty conduct and the license is a qualification for the job, the employee will be placed on a non-compensable leave of

absence until a bargaining unit position is available pursuant to his/her system-wide seniority that does not require a driver's license. This language shall not apply to on-the-job alcohol or drug related incidents. The Department of Transportation, Drug and Alcohol regulations will apply. The Utica Community Schools is a drug and alcohol free Employer as described in the District's policies, practices and procedures.

ARTICLE 17

SENIORITY OF UNION OFFICERS

17.1 Notwithstanding their position on the seniority list, the Chapter Chairperson, Chief Steward, and the Steward of each group classification shall, in the event of a lay off, be continued at work as long as there is a job in the group classification which they can perform and shall be recalled to work in the event of a layoff on the first open job in their group classification which they can perform.

ARTICLE 18

LAY-OFF

- **18.1** The word "lay-off" means a reduction in the working force due to a decrease of work or of operating funds.
- 18.2 In the event of a layoff, the order of layoff shall be, first, temporary employees; next, probationary employees, next transferees who are still on probation in the job classification to be reduced; next, other employees within the job classification in accordance with their seniority.

- **18.3** The Board will provide employees with seven (7) days notice prior to any layoff.
- 18.4 Any seniority employees removed shall be able to exercise seniority rights to bump:
 - **18.4.1** Into a job classification they had satisfactorily held previously.
 - 18.4.2 If they have not held a lower job classification within a group classification, they shall have the right to bump into the lowest job classification within the group classification.
 - An employee who has bumping rights as set forth above, shall have the right either to exercise the bump or to accept the layoff until recalled.
 - 18.4.4 The least seniority employees who remain unplaced after the reduction in the required job classifications and bumping is completed shall be laid-off.
 - 18.4.5 In the event of a building reopening, relocation, or closing, the displaced employee(s) will have the right to "bump" the least senior person(s) in their classification and work shift.
- 18.5 The above layoff procedure does not apply to the normal reduction of work force during the time school is not in session.
- 18.6 Ten month employees may choose to work during the summer if work is available in their job classification on a seniority basis. Custodians II may be called back to their normal location, on an individual building basis, ten (10) working days prior to their normal starting date.

RECALL

19.1 Laid-off employees shall be recalled in the inverse order of the layoff, the most senior employees shall be recalled to the first opening in the job classification from which the employee was laid-off or if they had bumped down from their original position in the reduction of the work force before being laid-off, to such former position. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Board and shall require that the employee report for work within ten days after delivery or proof of non-delivery. If an employee fails to report for recall, they shall be considered a quit, unless there are extenuating circumstances.

ARTICLE 20

ASSIGNMENT

- 20.1 Employees will be assigned work areas within the building or equipment in accordance with the needs of the Board. The provision shall be based on seniority.
- 20.2 A custodian may on occasion such as vacation periods, do the tasks of a head custodian; a head custodian may at times do the work of/or work with a custodian; groundsperson may on occasion do the tasks of a custodian, etc.
 - When an employee works in a higher classification he/she will be paid the rate of the higher classification provided they work at least one day in the position. When this occurs, the employee will be paid for all time worked in the higher classification. When an employee works in a lower classification, he/she shall suffer no loss of pay.
- **20.3** Employees who are required to have a CDL to meet the qualifications of a job must provide evidence of a valid

- CDL. Employees required to renew their CDL during their employment with the Utica Community Schools will be reimbursed the cost of the CDL and required medical exam upon providing appropriate documentation.
- 20.4 The work currently being performed by the bargaining unit employees will continue to be performed by these employees. It is understood that this language is not meant to supersede any rights provided to the Employer by Public Act 112 of 1994.

TRANSFER

- 21.1 In the event of an opening in Operations, Grounds or the Warehouse Departments, an employee shall be given the opportunity to request a transfer. In the event an employee is accepted for a position through this procedure, their previously held position will be posted.
- 21.2 All newly created positions or vacancies shall be posted in a conspicuous place in each school building and in the Grounds and Warehouse Departments at least five (5) working days prior to filling such vacancy. The posting will indicate the shift and hours of work.
- 21.3 If an employee's request for a transfer, or demotion, is granted, the employee must remain in this position for at least one (1) calendar year. A transfer does not prohibit an employee from promotion.
- 21.4 If an employee accepts a position not included in the unit and is thereafter transferred again to a position within the unit, he/she shall have his/her accumulated seniority frozen as of the day he/she leaves the unit. Upon return, the employee shall be reinstated in the same classification held before transferring out of the unit. The time spent out of the bargaining unit will not be counted toward seniority within the unit; however, total years of service with the Board of Education will be counted in computing the employee's fringe benefits.

- 21.5 Temporary transfers shall be allowed for training purposes or to meet an emergency. Employees so transferred shall receive the higher of their former job rate or the rate of the job to which they are transferred. A transfer of this type is temporary in nature and shall last only to the extent of the emergency. Transfers outside of the bargaining unit shall not exceed one hundred and twenty (120) days in a given year.
- 21.6 In order of seniority full time custodian in a given building shall have the right of first refusal for assignment as head custodian while that position is temporarily vacant.

PROMOTIONS

- **22.1 DEFINITION OF PROMOTION**: Promotion is an upward change in job classification which results in additional, using the first step, compensation for additional responsibilities.
- 22.2 Promotions within the bargaining unit shall be made on the basis of seniority, experience, competency, qualifications, and attendance. When experience, competency, qualifications and attendance are relatively equal, the applicant with the greater seniority shall be given preference.
 - The Board shall have the right to determine qualifications for the positions. The Union may have the right to the grievance procedure if the qualifications are not in accordance with the responsibilities of the position.
- 22.3 Vacancies will be posted for a period of five (5) working days in a conspicuous place in each building, listing the qualifications required for the posting. Vacancies will be filled within ten (10) working days from the closing of the bid, with the exception of filling positions in new buildings. The Chapter Chairperson will receive a notice of all applicants and a notice of the employee receiving the position.

- 22.4 Employees interested in the vacancy shall state their interest in writing within the five working day posting period. When more than (1) one employee applies for a promotion, the District shall interview in order of seniority, up to three applicants for the position. If no qualified candidate is found after three (3) interviews, interviews will continue by seniority until a qualified candidate has been selected.
- 22.5 The employee receiving the promotion shall receive a forty-five (45) working day trial period in the new job classification. During the trial period, the employees shall receive the rate of pay of the job they are performing. Successfully promoted employees shall remain in their new position for at least one (1) calendar year before transferring. The employee shall not, however, be prohibited from a promotion.
- 22.6 Promoted employees shall have the right during the trial period to revert back to their former job classification and at the option of the Board they may also return to their former location. In addition, the Board shall have the right to revert the employees back to their former job classification and location if in its opinion the employees' performance is unsatisfactory. In such cases, written notice of the unsatisfactory performance will be given to the employee, with a copy to the Union.
- 22.7 If an employee accepts an opening through this procedure and then reverts back to his/her former job classification at his/her request, the employee will forfeit the right to bid on the same promotional opening for a period of one (1) calendar year.
- 22.8 Employees on vacation, sick leave or other paid leaves of absence, shall have the responsibility of notifying Human Resources of their interest in promotional opportunity. Those employees so notifying Human Resources shall receive notice of vacancies by post card. Employees on unpaid leaves of absence shall not be considered for promotion unless they can fill the position within fifteen (15) days.
- 22.9 When a vacancy occurs in a school building that is brought about through illness, leaves of absence or a trial period pertaining to promotion, it shall be filled at the option of the Board by an employee within the building, a groundsperson, or a substitute.

WORKING HOURS

- 23.1 The normal work schedule shall be Monday through Friday. The normal work week for computation of overtime is Monday, 4:00 am. to the following Monday, 4:00 am.
- 23.2 The regular full working day shall, for the first, second and third shifts, consist of eight (8) hours per day, with a minimum of one-half (1/2) hour off for uninterrupted lunch, not included in the eight-hour (8) work period. Every shift shall have a definite starting and quitting time for each building and department. Employees shall be eligible for a fifteen (15) minute rest period in the first and second half of their shift.
- 23.3 All shifts shall be established at the beginning of each school year and will remain in effect (except in emergencies, new school openings, double shifts, any change etc.) for the duration of the school year.
 - 23.3.1 When school is not in session, custodians will work 7:00 a.m. to 3:30 p.m. when there is no construction or scheduled activity. When there is construction or scheduled activity, only one (1) custodian at elementary and junior high and two (2) custodians at high schools will need to adjust their work hours to cover the activity. This does not prohibit other schedules that are agreed upon by bargaining unit employees and Operations Director.
- 23.4 For the purpose of determining shift premium the following will apply:
 - First shift is any shift that regularly starts on or after 4:00 a.m., but before 9:00 a.m.
 - Second shift is any shift that regularly starts on or after 9:00 a.m., but before 7:00 p.m.

- Third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m.
- 23.4.4 Grounds personnel assigned to the #2 or #3 shift shall receive the appropriate shift premium.
- 23.5 For Grounds Personnel Only:
 - 23.5.1 Grounds personnel who are assigned the 4:30 a.m. to 1:00 p.m. shift shall receive shift premium of \$.35 per hour for the period of the assignment.
 - 23.5.2 The establishment of the Grounds Department shift shall be independent of the provisions specified in sections 23.3 and 23.4 of this Article.

JOB DESCRIPTIONS

24.1 The job descriptions for the positions noted in the wage rate section on page 44 are included in Appendix B of this Agreement.

ARTICLE 25

VETERANS

- **25.1** Reinstatement and re-employment rights of veteran employees shall be governed by applicable Federal and State Laws.
- **25.2** Employees who are reinstated in accordance with the "Universal Military Training Act" as amended, and other applicable laws and

regulations, shall be granted leaves of absence without compensation, but with continuance of seniority for a period not to exceed their seniority, at commencement of leave, in order to attend school full time under applicable Federal laws then in effect.

ARTICLE 26

LEAVES OF ABSENCE

26.1 Leaves of absence for reasonable periods, not to exceed one (1) year (except for item 26.4.2 and 40.1, where leave shall be granted not to exceed two (2) years except that the Board may grant three (3) month extensions at its discretion) shall be granted without loss of seniority upon written request for:

26.2 SENIORITY ACCUMULATIVE AND INSURANCE BENEFITS CONTINUING --

- Non-Compensated Disability Leave: Upon exhaustion of paid sick days the employee will be notified to apply for a leave of absence if they are not able to return to work. All accumulated sick days shall be used prior to an employee being placed on leave of absence for illness.
- Consent Leave: All leaves other than those provided for in the above sections may be granted when possible and shall be for a definite period with a specific termination date. Employees being granted such leaves shall be required to report for duty upon the termination thereof. Denial of consent leaves shall not be a matter for the grievance procedure. Consent leaves for Custodian I employees are leaves for not less than five (5) days, but not more than forty (40) consecutive working days. Consent leaves are limited to three (3) leaves concurrently. Date of application shall prevail in cases of more than three (3) employees requesting such leave.

26.3 SENIORITY ACCUMULATIVE AND INSURANCE BENEFITS NON-CONTINUING--

26.3.1 Prolonged illness in immediate family: Spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, and a relative living and making their home in the employee's "immediate family".

26.4 FIXED SENIORITY AND INSURANCE BENEFITS NOT CONTINUING -

- 26.4.1 Service in governmental agency, state or nationally recognized professional, labor, social or fraternal organization which the employee has been formally designated to represent.
- **26.4.2** Serving in an appointed or elected position with the Council or International Union.

26.5 CAREER CHANGE LEAVE OF ABSENCE -

- 26.5.1 Bargaining unit members may request a career change leave of absence. The conditions governing this leave are as follows:
 - **26.5.1.1** Minimum of ten (10) years seniority.
 - **26.5.1.2** Seniority shall be fixed and benefits suspended.
 - **26.5.1.3** Leaves are not permitted for the purpose of changing bargaining units within the Utica Community Schools.
 - 26.5.1.4 Leaves are not permitted for the purpose of working for another agency and/or employer in classifications (jobs) represented by this bargaining unit.

- 26.5.1.5 Leaves shall be granted for a period of not less than six (6) months nor more than one (1) year.
- 26.5.1.6 The granting or denial of the Career Change Leave shall not be a meter for the grievance procedure.
- 26.6 Up to ten (10) days annually of unpaid leave will be granted to local Chapter officers, one at a time, for the purpose of carrying on union business out of the district. Exceptions to the above can be requested through Human Resources whose decision is final and not grievable.

VACATIONS

- 27.1 An employee shall be eligible to receive accrued vacation benefits after attaining seniority employment as a full time, permanent, twelve (12) month classified employee.
 - All vacation forms shall be sent back to the requesting employee within fifteen (15) days upon receipt.
 - Employees who qualify to accrue vacation allowance but work less than eight (8) hours per day shall earn vacation on a pro-rated basis.
 - **27.1.3** Vacation allowance earned on a pro-rated basis shall be used as earned.
- 27.2 An employee shall earn credits toward vacation with pay in accordance with the following schedule based on the employee's anniversary date of hire and the end of the fiscal period June 30th.

27.2.1 <u>5/6th of a day per month</u>

The first five (5) completed anniversary years of an employee for vacation purposes, shall be calculated at the rate of 5/6th of a day per month worked, up to a maximum of ten (10) days per fiscal year.

27.2.2 <u>1-1/4th days per month</u>

From the completed fifth (5th) anniversary year of work to the completed twelfth anniversary year, vacation shall be calculated at a rate of 1-1/4 days per month worked up to a maximum of fifteen days per fiscal year.

27.2.3 1-2/3rd days per month

From the completed twelfth (12th) anniversary year, vacations shall be calculated at a rate of 1-2/3rds day per month worked up to a maximum of twenty (20) days per fiscal year.

27.2.4 2-1/12th days per month

From the completed twentieth (20th) anniversary year, vacations shall be calculated at a rate of 2-1/12th days per month worked up to a maximum of twenty-five (25) days per fiscal year.

- 27.3 In calculating vacation earned, credit will be given if an employee works at least the majority of the scheduled working days in that month. In addition, vacation shall be calculated to the nearest whole day, with .5 or more being considered a whole day and anything less than .5 being dropped.
- 27.4 It is desirable that vacations be taken during summer vacation or when school is not in session, such as Thanksgiving, Christmas or Easter. However, vacations, or portions of vacations should be completed one (1) week prior to opening of school in the fall. This provision does not preclude the appropriate staff director to consider vacation requests at other times of the year as long as in their judgment, respective operational assignments are adequately covered.
- 27.5 Vacations shall be taken in a period of consecutive days except

- vacations may be split into one (1) or more weeks providing no scheduling shall, in the judgment of the appropriate staff director, detrimentally affect operation assignments.
- 27.6 When a holiday is observed by the employer during an employee's scheduled vacation, the vacation shall be extended one (1) day per holiday.
- 27.7 A vacation may not be waived by an employee and extra pay received, provided however, if an employee becomes hospitalized or totally disabled and under the care of a duly licensed physician during their vacation, their vacation shall be rescheduled. In the event such disability continues throughout the year, they shall be awarded payment in lieu of vacation.
- 27.8 Choice of vacation time shall be governed by classification seniority. However, each Head Custodian shall schedule the vacations of the custodians within their building for submission to the appropriate staff director, so that operational assignments shall not be detrimentally affected.
- 27.9 If an employee is laid off, retired, or terminates employment, they shall receive any unused vacation credit including that accrued in the current calendar year. Accrual will be based upon number of months worked during the current fiscal year. Employees shall be paid their current wage while on vacation and will receive credit for any benefits provided for in this Agreement during such time.

HOLIDAYS

- 28.1 An employee whose regular work schedule, as defined by the school calendar, includes any or all of the following days, and who is on duty the complete scheduled work day immediately prior to and the complete scheduled work day immediately after the holiday, will receive a holiday with pay at the employee's current regular wage for such days: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, one full day immediately preceding Christmas, Christmas Day, day after Christmas.
- **28.2** Eleven (11) holidays to be determined by the Board of Education.

ARTICLE 29

CHAPTER LEAVE

29.1 The Chapter Chairperson, or designated representative, shall be allowed up to three (3) days, depending on travel time, in the event of death of a member of the Local Chapter for the exclusive purpose of attending the funeral.

ARTICLE 30

JURY DUTY

- 30.1 An employee who serves on Jury Duty will be paid the difference between their pay for Jury Duty and their regular pay.
- 30.2 When an employee is identified for Jury Duty but is not scheduled for

attendance at court, they shall report for duty and make themselves available for assignment.

ARTICLE 31

WORKER'S COMPENSATION

- 31.1 In the event an employee loses time as the result of an on the job injury, they will be compensated as provided by the Michigan Worker's Compensation Act.
- 31.2 An employee on disability leave of absence due to an on the job injury may draw from their accumulative sick leave an amount equaling the difference between the amount received under Worker's Compensation and that which they earned at the time of their injury on a straight time basis.
- 31.3 The portion of sick leave to be deducted will be rounded off to the nearest half (1/2) day based on the daily amount paid to the employee.
- 31.4 An employee unable to work due to an on the job injury must request an appropriate leave of absence as specified in Article 26, Section 26.1 of this Agreement.
- 31.5 It is understandable that it is possible for an individual to be receiving worker's compensation benefits after their employment with the Utica Community Schools has been terminated.

ARTICLE 32

USE OF BUILDING

32.1 No extra work-hours shall be paid for any program being conducted during the time when custodians are normally in attendance or on duty. The building principals may authorize additional work hours if they deem it necessary.

- 32.2 When the facilities are leased to an outside group, a custodian will be on duty.
- 32.3 When the facilities are in use for a school sponsored activity and when the custodians are not normally on duty, necessary overtime will be determined by the building principal and/or the Operations Department.

UNION CONVENTION ATTENDANCE

- 33.1 The Board will provide full pay for five (5) days for one (1) individual upon prior notice, to attend the International Convention and the A.F.L. C.I.O. State Convention in their respective convention years. A second individual may attend provided the district is paid the current sub custodian rate for the number of days the individual will be in attendance.
- **33.2** Paragraph 33.1 is applicable only when the employee(s) attending the convention for the Union would normally be scheduled for work.

ARTICLE 34

BULLETIN BOARDS, BUILDING USE AND MAIL

- 34.1 The employer agrees to provide a designated section of a bulletin board in each building and/or appropriate department which may be used by the Union for posting notices of the following type:
 - 34.1.1 Notice of Union recreation and social events.
 - **34.1.2** Notice of Union elections.
 - **34.1.3** Notice of Union results of elections.

34.1.4 Notice of Union meetings.

- 34.2 The Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the School District.
- 34.3 It is mutually understood and agreed that no Union activities will be carried on during working hours or on the school premises.
- 34.4 The Union shall also have access to the inter-school mailing system, fax machines, photo copiers and other equipment, so long as it does not affect normal school business, for distribution of notices to be posted. A copy of all notices will be forwarded to school administration.

ARTICLE 35

BUILDING RESPONSIBILITY

35.1 Each building will have a Head Custodian assigned to it and he/she will be charged with the operational responsibility of their assigned building as outlined in the Head Custodian job description, along with the proper scheduling of work during the school year and other related duties necessary for the efficient operation of the building as may be assigned by their principal or building administrator. Those buildings that do not have a Head Custodian will have one assigned when the current day employee vacates the day position. This does not apply to Auxiliary Service Facility and the Warehouse.

ARTICLE 36

OVERTIME

36.1 General:

- Hours worked in excess of eight (8) hours per day or forty (40) hours worked per week shall be compensated at time and one-half. All hours worked on Sunday will be paid at double time. Double time will be paid for all hours worked on holidays plus holiday pay.
- 36.1.2 All compensable leave days will be counted as days worked for the computation of overtime. Probationary employees are not to be assigned overtime unless the regular employees of the building or department are all working or not available.
- An emergency is an incident that occurs that is beyond the control of the school district and is for a short period of time, but in no case shall extend beyond the time necessary to provide a safe and healthy condition. No employee will be kept on an emergency status longer than the immediate emergency exists.

36.2 Overtime in Building:

- 36.2.1 Overtime hours shall be divided as equally as possible among employees in their buildings.
- A seniority employee transferred from one school or classification to another shall be charged with the highest number of hours of the workers in that school or classification and from that point assume their regular overtime turn.
- A probationary employee shall be placed at the bottom of the overtime list and upon completing their probationary

period be credited with the highest number of hours of the workers in that school or classification and from that point, assume their regular overtime turn.

- 36.2.4 If an employee is absent and their work must be covered through overtime by operation employees in the building, the employee who is absent shall be charged with the highest amount of overtime worked by one employee.
- 36.2.5 If an employee is absent or refuses overtime, they shall be charged the number of overtime hours they would have worked.
- **36.3** Overtime Outside of Building Bargaining Unit Wide:
 - A rotating work list shall be maintained listing Operations, Grounds and Warehouse personnel interested in working overtime outside their school and/or department.
 - 36.3.2 Whenever more operation personnel than those already assigned to a school are required, additional help will be selected on a rotating basis from this list.
 - All operation employees desiring to work overtime outside of their buildings will sign up on the overtime list. The chief steward will be provided with an up-to-date list at the end of each month showing the names of the employees who received the overtime and the dates they were called. This will be a continuous list to be carried forward from year to year.
 - Employees assigned overtime out of their school will not be charged for overtime within their school, but rather, on the rotating work list maintained by the Operation Supervisor.

36.3.5 Employees assigned overtime on a weekly basis shall, if absent or if they refuse anytime during the week, be charged with the overtime hours.

36.4 New Buildings:

- Overtime required for preparation of new buildings for occupancy is not to be assigned by the above procedure. The following will be used:
 - 36.4.1.1 Overtime which occurs during the work week, Monday through Friday, will first be assigned to the men assigned to the building. Overtime for Saturday, Sunday or holidays shall be assigned to seniority employees within the building, then assigned to seniority employees within the operation classification on bargaining unit basis.
 - 36.4.1.2 The Head Custodian will be given the first opportunity to work when work is being performed in the building they are assigned. In the absence of the Head Custodian, administration will designate one of the employees assigned to act as Head Custodian.
 - 36.4.1.3 Employees assigned to weekend overtime shall be assigned to the total block overtime to be authorized.

36.5 Grounds and Warehouse Department Overtime:

36.5.1 All overtime within the respective Grounds and Warehouse Department, will be on rotating basis according to seniority and equalized among all employees within each job classification. An employee who is absent or refuses overtime when it is their turn to

work will be charged with the highest amount of overtime worked by one employee for that period.

36.5.2 Bargaining Unit personnel who possess a Commercial Drivers License may request to be placed on a rotating list for plowing overtime with the Grounds Department. Other Bargaining Unit personnel will be called only after the overtime has been offered to all Grounds Department Personnel first.

ARTICLE 37

SICK LEAVE

- 37.1 Each employee covered by this agreement shall accumulate three quarters (3/4) day of sick leave allowance for each month the employee receives pay in their regular yearly position. Unused sick leave shall accumulate without limitation and be designated as "accumulated sick leave allowance". When leave is exhausted, such employee shall not accrue any more days unless working.
 - 37.1.1 Abuse of the Sick Leave article, including patterned absences, will result in discipline.
- 37.2 An employee's absence shall be chargeable to their accumulated sick leave allowance. An employee while on sick leave shall be deemed to be on continuous employment for the purpose of computing all benefits, including seniority and earned vacation referred to in this Agreement.
- 37.3 Two (2) of the accumulated sick leave days may be used annually for business leave to conduct business that cannot be conducted at anytime other than during working hours. Application for use of a business leave day must be submitted to Human Resources not less than three (3) working days prior to the date requested. This request must state the reason and receive the approval of the employee's supervisor and final approval of Human Resources. Business leave

- days may not be taken immediately prior to, or subsequent to, paid holidays or vacation periods except in emergencies.
- 37.4 One (1) of the accumulated sick leave days may be used annually as a leave day without specificity to all employees. Application must be made at least three working days prior to the date of the leave. Not more than two (2%) percent of the group classification of Operations, Warehouse and Grounds employees will be excused under the provision in any day. Personal leave days may not be taken immediately prior to or subsequent to, paid holidays or vacation periods except in emergencies.
 - 37.4.1 Priority will be determined by date of receipt or request to the Human Resources Office.
 - Forms for both leaves will be available at the Warehouse and Grounds Building and each school building. They must be submitted through the immediate supervisor or building principal to the Human Resources Office.
- 37.5 An employee shall be allowed three (3) consecutive days, and may be allowed two (2) additional days depending on travel time required, as bereavement days. Bereavement days are not deducted from an employee's sick leave accumulation and are for use in case of a death in the employee's immediate family. Immediate family shall be defined as: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, grandparents, grandparents-in-law, grandchildren, current brother-in-law, current sister-in-law or a member of the employee's household.

37.5.1 Family Illness:

An employee may use up to a total of three
(3) days annually of their accumulative sick
days for bona fide pressing need due to
illness of their spouse, children or parent.

- 37.6 An employee shall not accumulate a day of sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
- 37.7 When an employee is not working because of illness and utilizes their sick days, they are on sick leave.
- 37.8 The employer may request an employee to secure a doctor's clearance upon returning from use of sick leave, at the Board's expense.
- 37.9 One-half (1/2) of the employee's current wage shall be paid by Christmas, each year, for days accumulated beyond one hundred days and not used.
 - Upon retirement or layoff of a bargaining unit member from the Utica Community Schools or the Michigan Public School Employees Retirement System, the employee will be compensated for those accumulated sick leave days in excess of fifty (50) at the rate of forty dollars (\$40) per sick leave day.

ARTICLE 38

UNIFORMS

- 38.1 Uniforms shall be provided by the Board to Operations, Warehouse and Grounds personnel. (Custodian II uniforms will be available after July 1, 1999.)
- 38.2 Every two (2) years there shall be five uniforms issued to Operations, Grounds and Warehouse employees; three (3) coveralls may be obtained in addition to regular uniforms for Grounds employees if requested. Groundspersons and storekeepers will be provided one (1) Carhart winter jacket and one (1) bib bi-annually. There shall be four (4) tee shirts bi-annually (for summer only). All employees will be required to wash their own uniforms. One representative from each department shall have input on uniform selection.

- A joint committee of management and the Union will be formed within sixty (60) days of ratification for the purpose of investigating and selecting appropriate foot wear for the respective job classifications of this bargaining unit.
- 38.2.2 Employees may purchase work shoes from the approved list of vendors or the shoemobile, in April of each school year. Reimbursement is up to eighty dollars (\$80) for shoes or boots.
- 38.3 Uniforms will be required of employees while on duty.
- 38.4 Upon separation, employees shall return their uniforms to their supervisor.
- 38.5 Operations and Warehouse employees will be allowed to wear shorts from the last scheduled day of school in June until the Monday prior to Labor Day. Grounds personnel will be allowed to wear shorts beginning the second week in May until October 1st.

Employees who choose to wear shorts must have a least one pair of district issued uniform pants at their work location and will be required to wear them when performing a task that requires protective clothing.

ARTICLE 39

STAFF DEVELOPMENT

- 39.1 Employees who have attended and completed operation courses approved by the board and recommended to improve the employee's on-the-job ability, shall receive an additional one hundred seventy-five dollars (\$175) per year for each fifty (50) hours of credits that an employee accumulates up to a maximum of two hundred (200) hours.
- 39.2 In-service programs will be instituted for all classifications. One representative from each classification will provide input in the

program planning. These meetings will be credited according to the terms of Article 39, of the current agreement. A registration sheet will be sent to all buildings listing the topic of discussion, the date and the site. This will be a pre-registration form to be signed by the employee of their intent to attend. All in-services will be held on Saturdays from September through May. A minimum of twenty (20) pre-registrations will be required before the in-service is scheduled. If less than fifteen (15) employees are present at a scheduled in-service, it will be canceled.

39.3 An employee must receive prior written approval for attending courses other than those provided by the appropriate staff director of the Utica Community Schools to qualify for compensation provided for in 39.1.

ARTICLE 40

- 40.0 BENEFIT PROVISIONS Full time employees, working a minimum of eight (8) hours per day are eligible for benefits, after completing the probationary period. Notify the benefit office within thirty (30) days of any family status change (birth, marriage, divorce, death).
- 40.1 DISABILITY BENEFIT-- Long term disability benefit shall be provided each employee working an average of forty (40) hours per week, after one hundred and eighty (180) days of disability and will continue for a period of five (5) years, or retirement under the Michigan Public School Employees Retirement Act, or until age seventy or death, whichever comes first. This coverage will be for sixty-six and two thirds percent (66 2/3%) full integrated basis of monthly salary with a ceiling of \$2,600 per month. Employees wage shall be fixed as of the date of disability. Should an employee be able to return to work within one (1) year from the first day of leave under this provision, he/she will be guaranteed the same classification as he/she left.

Should an employee qualify for LTD and then be able to return to work within two (2) years from the first day of leave, but after one (1)

year under this provision, he/she will be offered the next available position for which he/she is qualified.

40.2 BLUE CROSS-BLUE SHIELD AND DEATH BENEFIT

40.2.1PLAN ABlue Cross-Blue Shield Community Blue PPO
(CB2) with \$30 co pay on office and chiropractic visits, \$50 co pay for emergency care visits, for in network services. Preventative care maximum of \$500 per member per year. Prescription co pay is \$15/\$50 – MOPD 2X
Employees will contribute 20% of the premium cost.

Plan A - Employees eligible for \$20,000 group term life insurance coverage, including accidental death and dismemberment.

40.2.2 PLAN B - Employees who do not wish Blue Cross-Blue Shield protection: \$25,000 group term life death benefit coverage, including death and dismemberment.

Any employee who present evidence of health insurance from any other source (i.e. other than the Utica Community Schools) shall be entitled to an annual amount of \$1,500 to be paid in two (2) installments of \$750.00 each: the first pay in December and final pay in June.

If an employee elects Plan B and loses his/her health insurance during the school year, the employee may enroll in the district's health insurance, based on his/her date of hire, (Plan A) by presenting a letter from the spouse's employer indicating he/she has involuntarily lost his/her health insurance.

- 40.2.4 Full payment will be made for persons working at least eight (8) hours per day, who are fully employed by the School District.
- 40.2.5 If an employee's hours are reduced by the School District, the same hospitalization coverage will be maintained for the remainder of the fiscal period for the employee. If an employee requests a reduction in hours, hospitalization coverage will be handled accordingly.
- 40.2.6 Once an employee has separated service, the School District will automatically cease paying for hospitalization coverage in the month following, except in the case of a leave of absence for illness where coverage is as outlined below:

40.3 Dental Coverage -

- 40.3.1 Full payment will be made for persons working at least eight (8) hours per day, who are fully employed by the School District.
- All employees will be provided a dental plan with coverage of 90/85/50 if using an **ADN** preferred provider and 75/75/50 for a non preferred provider with benefits fully coordinated. The carrier for the coverage shall be determined by the Board of Education.
- 40.3.3 "Benefits fully coordinated" means that the dental plan is not available to employees who are covered by a dental plan which is equal to or superior to the plan offered herein. This applies to coverage from other employers or the Utica Community Schools.

40.4 Vision Care Program -

- 40.4.1 Full payment will be made for persons working at least eight (8) hours per day, who are fully employed by the School District.
- All employees will be provided a co-pay vision care program equal in nature to NVA. The carrier for coverage shall be determined by the Board of Education.
- **40.5** Hospitalization and term life insurance coverage for leaves of absence:

40.5.1 Disability Leave:

- **40.5.1.1** Hospitalization coverage to the extent of the leave of absence.
- **40.5.1.2** Dental and Optical Insurance coverage extends one month after the month the leave commences.
- 40.5.1.3 Term life and disability insurance coverage to the extent of the policy or to meet the requirements of federal regulations.

ARTICLE 41 WAGE RATES

| 41.1 | Fiscal years and upon ratification to | 7/1/2010- 6/30/2012 |
|------|---------------------------------------|------------------------|
| 41.2 | Operations | |
| | Custodian I | \$10.62 |
| | End of Probation | \$10.84 |
| | 2nd yr/over | \$13.40 |
| | 3rd yr/over | \$14.34 |
| | Shift Leader Cust. I | \$14.29 |
| | 2nd yr/over | \$14.90 |
| | Elem. Head Cust. I | \$14.76 |
| | 2nd yr/over | \$15.09 |
| | Jr. H.S. Head Cust. I | \$15.00 |
| | 2nd yr/over | \$15.34 |
| | Sr. H.S. Head Cust. I | \$15.25 |
| | 2nd yr/over | \$15.60 |
| | | |
| 41.3 | Grounds Department | |
| | Groundsperson | \$14.28 |
| | 2nd yr/over | \$14.97 |
| | Head Groundsperson | \$15.09 |
| | 2nd yr/over | \$15.90 |
| | Warehouse | |
| 41.4 | Department | |
| | Storekeeper | \$14.28 |
| | 2nd yr/over | \$14.97 |
| | Storekeeper Leader | \$15.09 |
| | 2nd yr/over | \$15.90 |

41.5 All new hires after July 1, 2010 will be paid \$10.00 per hour with no benefits.

Note: All employees covered by this Agreement are placed under the Employer Contributed School Employee Retirement Program.

All new employees hired prior to July 1, 1995 shall be kept on the salary steps in existence in the prior contract (July 1,1992 to June 30,1995) until they reach the 2nd year/over salary step. Promoted employees are placed on the first step of their new classification.

41.6 SHIFT PREMIUM:

The following shift premiums will be paid to employees who work any of the listed shifts:

Early Shift (Grounds Dept.) - \$.35 per hour Second Shift - \$.35 per hour Third Shift - \$.40 per hour

41.7 LONGEVITY:

| After eight years | \$.20 per hour |
|-------------------------|----------------|
| After twelve years | \$.25 per hour |
| After fifteen years | \$.30 per hour |
| After twenty years | \$.30 per hour |
| After twenty-five years | \$.20 per hour |

41.8 MINIMUM PAY:

Two (2) hours shall be allowed to Operation and Grounds Employees who are called into work and are either sent home or reassigned. If employees are required to use their own automobiles in the fulfillment of their duties they will be compensated at the mileage rate as

established by the Board of Education.

41.9 CALL IN PAY:

A minimum of two (2) hours shall be allowed to custodian and/or grounds employees who are called in to "open or close" a school building.

41.10 Custodian II's may receive pay in twenty (20) or twenty-four (24) pays. It shall be their responsibility to notify the Payroll Department, in writing, if they desire to change their number of pays.

ARTICLE 42

RULES AND REGULATIONS

- **42.1** From time to time, the Employer may establish or revise its rules and regulations governing the employees. Such rules and regulations are necessary to insure an orderly performance of work and functioning of the schools.
- 42.2 When new rules are established or existing rules are revised they shall be posted prominently on all bulletin boards for a period of one week before becoming effective. The Union shall be given prior written notice of changes in all additions to such rules and regulations.
- 42.3 The Employer shall prepare and post on the bulletin board, at least once a year, a listing of its rules and regulations.

ARTICLE 43

STRIKE AND LOCK OUT

43.1 No strike of any kind shall be caused or sanctioned by the Union during the terms of this Agreement.

43.2 No lock out of employees shall be instituted by the employer during the terms of this Agreement.

ARTICLE 44

RATIFICATION

- 44.1 The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them. It is further agreed that the negotiating team will recommend to the employees that it be ratified.
- 44.2 The Administration agrees to submit this Agreement to the Board for ratification by them. It is further agreed that the negotiating team of the Board will recommend to the Board that it be ratified.

ARTICLE 45

AMENDMENTS AND TERMINATION

- 45.1 This Agreement shall commence July 1, 2010 and shall continue in full force and effect until June 30, 2012 when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) or more than one hundred twenty (120) days prior to June 30, 2012.
- 45.2 This Agreement has been negotiated and executed and shall be controlled by all applicable laws, including any amendments that may hereafter be made during the life of the Agreement, and wherever the terms of this Agreement are found to be in conflict with the provisions of the law, the parties hereto agree to proceed to renegotiate such conflicting provision, or provisions, and until such renegotiation has been completed, such provision, or provisions, in conflict shall be void.

LETTER OF UNDERSTANDING

(RE: Leasing of Utica Community Schools Facilities)

Due to economic condition affecting the school district it has come necessary to consolidate school enrollment and consequently change the use of certain school facilities. When school facilities are leased the lease shall provide a statement concerning the responsibilities for providing operations, grounds and warehouse services to the leased facility. This lease agreement shall determine whether these services be provided by Utica Community School personnel or personnel employed by the lessee.

MEMORANDUM OF UNDERSTANDING

RE: Route Assignment - Warehouse Divisions

Route assignments shall be made on the basis of classification seniority within the Warehouse Department.

Seniority route assignment shall govern assignments in the following situations:

- a) A new route is added to the department.
- b) A current route is revised to the extent that three or more locations are changed or added.
- c) Additional or replacement personnel permanently assigned to the classification.
- d) A current route is deleted.

Seniority route assignments shall not govern assignments in the following situations:

- a) When substitute personnel are assigned.
- b) Revision of assignment by mutual consent of the parties involved.
- c) Temporary transfers for training and/or up-grading.
- d) Assignment of routes during non-school periods (holiday and summer).

LETTER OF UNDERSTANDING

- 1. Utica Community Schools will be responsible for the selection, training and certification of those employees using pesticides and weed killers.
- 2. All Licenses/Certifications required by the employer for employees will be paid for by the employer upon the employee obtaining said license or certification.
- 3. Those employees selected will hold that responsibility for the tenure of their certificate.
- 4. Employee's selected may be required to alter their work schedule to accommodate using the pesticides and weed killers. This will not qualify the employee for overtime.
- 5. Employees will receive \$.05 per hour for each certificate required by the District.
- 6. Employees selected will have two (2) attempts to pass the test within a ten (10) week period. If they fail both attempts, someone else will be selected and hold that position for the length of their certificate. Those failing twice must wait at least one year before they may retake the test.
- 7. Any interested employee may attend the training sessions without loss of pay. The district will determine which training session applicants may attend.
- 8. Any employee may become certified at their own expense. If at some later date they are selected by the district for a position requiring certification, they will be reimbursed for the cost of the certificate if the certificate is still valid.
- 9. Operations, Grounds and Warehouse personnel will be able to participate in the Direct Deposit payroll program developed by the Utica Community Schools.

MEMORANDUM OF AGREEMENT

As a result of bargaining discussions the following agreements are understood by both parties:

- 1. Pursuant to Article 16.17, it is agreed that current employees will be grandfathered under the language of the Collective Bargaining Agreement (1995-98). So, employees hired before July 1, 1998 will be governed by the two-year window.
- 2. The Union is aware of the District's practice of needing a doctor's note after three (3) days of absence and for each two (2) week period that the employee is off.
- 3. The District will entertain suggestions that may facilitate the obtaining of a CDL for employees interested in securing one. If the District determines that the implementation of a suggestion is feasible, it will notify the union of the implementation timeline.

| For the Union: | For the District: |
|-----------------------------------|--------------------------|
| Bill Turner | Dave Berube |
| Chapter Chair | Assistant Superintendent |
| Operations, Grounds and Warehouse | Human Resources |
| Date: | Date: |

between

Utica Community Schools

and

Operations, Grounds, and Warehouse

For the 2010-2012 Collective Bargaining Agreement, Management and the Union acknowledge that the fiscal resources of the school district are insufficient to continue to support the current level of expenditures. It is mutually agreed between Utica Community Schools and the Operations, Grounds, and Warehouse Association that the work year for the Operations, Grounds and Warehouse employees shall be reduced by four (4) furlough days with a corresponding daily wage rate reduction, as follows:

- November 24, 2010
- December 28, 2010
- December 29, 2010
- December 30, 2010

These non-compensable days shall be governed by classification seniority.

The District agrees that in exchange for the consideration given in the contract that no member of the Bargaining Unit will be laid off during the term of this agreement.

This Letter of Agreement expires on June 30, 2012.

| For the Union: | For the Board: | |
|----------------|----------------|--|
| Millean l. E. | D ~~ | |
| Date: | Date: | |
| 6-14-2010 | | |

Letter #6 /jm

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between Utica Community Schools and

Operations, Grounds, and Warehouse

Operations, Grounds and Warehouse employees who are on lay off with the Utica Community Schools and who are employed by GCA Services Group to work in the Utica Community Schools will receive a \$2.50 per hour supplement to their pay provided by GCA Services Group. This supplement is contingent on the employee being employed with GCA Services Group prior to July 19, 2010.

| For the Union: | For the Board: |
|----------------|----------------|
| Melliam R. S. | Da O M |
| Date: | Date: |
| 6-14-2010 | |

Letter #7 /jm

between

Utica Community Schools

and

Operations, Grounds, and Warehouse

Beginning July 1, 2010, and ending upon the expiration of this collective bargaining agreement the unit represented by AFSCME Local 1664 (Operations, Grounds and Warehouse) shall be no less than 109 employees, excluding those persons on layoff status. Existing bargaining unit members on layoff as of July 1, 2010, shall retain all contractual recall rights provided within the then effective collective bargaining agreement between the parties.

The School District will retain a third party contractor to exclusively provide custodial, mowing, and snow removal services at the following sites:

- Utica High School;
- Eisenhower High School;
- Henry Ford II High School;
- Stevenson High School;
- Utica Center for Applied Learning,
- Training and Development Center;
- Instructional Resource Center;
- Administrative Service Center;
- Auxiliary Services Facility;
- Malow Junior High;
- Ewell Elementary;
- Magahay Elementary;
- Rose Kidd Elementary;
- Walsh Elementary; and
- Vacant School District owned property.

AFSCME Local 1664 bargaining unit employees will continue to provide Operations and Grounds services at the remaining sites; as well as Warehouse services and other forms of grounds maintenance (excluding custodial, snow removal, and mowing at the sites listed above) for athletic fields, athletic stadiums, and playgrounds at all School District sites.

AFSCME Local 1664 agrees to request that Council 25 withdraw and do whatever is necessary to obtain the dismissal of the unfair labor practice charge filed against the School District with the Michigan Employment Relations Commission dated May 4, 2010.

| For the Urion: | For the Board: |
|-----------------|----------------|
| Melliom C. Sc | D- M |
| Date: 6-14-2010 | Date: |
| | |

between Utica Community Schools and

Operations, Grounds, and Warehouse

Effective July 1, 2010, bargaining unit members on lay off status will be given preference for substitute assignments. Compensation will be at the substitute custodian rate (currently \$9.50).

| For the Union: | For the Board: | |
|----------------|----------------|--|
| Melleon R. Ec | | |
| Date: | Date: | |
| 6-14-2010 | | |

Letter #9

/jm

THE INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL #25, AND ITS AFFILIATE LOCAL #1664 THE BOARD OF EDUCATION UTICA COMMUNITY SCHOOLS MACOMB, COUNTY, MICHIGAN

| 900 V'A | $\Lambda \sim \prime \prime$ |
|--|--------------------------------|
| BEllew Leut | BY: Cleven |
| Ellen Keith, Council #25 | Carol Klenow, Ed.D., President |
| Mediam RS- | Ser & Blecher |
| Bill Turner, Chapter Chairperson | Gene Klida, Vice President |
| James F Canyock | Michele Hemploton |
| im Canyock | Michele Templeton, Secretary |
| Mant Hout | Carl a Ten 8 |
| Mary Hantz/ | Carl Territo, Treasurer |
| | Chunch a kutel |
| Brad Hartsig | Jennifer Prypys, Trustee |
| Brian Jumane | Mar Can |
| Brian Jengawine | Robert Ross, Ph.D., Trustee |
| John Story | HT. AM |
| Johnna Smith | Daniel Meyers, Trustee |
| Juffrey & Tunes | |
| TA COUNTY A | |

APPENDIX A

OPERATIONS, GROUNDS AND WAREHOUSE SHORT TERM DISABILITY PROGRAM

- 1. The establishment of a Short Term Disability Program "an in-house program" is a mutual effort by the Operations, Grounds, and Warehouse Chapter of 1664 and the Board of Education. The Board of Education will cooperate in the operation of this program.
- 2. For the purpose of this Short Term Disability Program a disability is an absence that is medically certifiable as incapacitating an employee from performing their duties. At times it may be necessary to request a second or alternate opinion of the disability. The cost of the alternate/second opinion shall be borne by the party that selects the medical expert.
- 3. The primary purpose of the Short Term Disability Program is to provide compensation at the rate of \$90.00 per day of disability during periods of protracted and unavoidable absence due to their incapacity to perform the duties and responsibilities of their job.
- 4. An employee shall be allowed a maximum of one hundred (100) consecutive working days for each incident. Elective surgery shall not qualify a member to be compensated from the Short Term Disability Program.
- 5. Recurrent Disability (a disability which is contributed to by the same cause(s) or is the result of the same cause(s) of a prior disability for which a benefit was payable). If, after a period of total disability for which benefits are payable, the covered employee resumes their regular occupation and does each main duty for a continuous period of six (6) months or more, any recurrent disability will be part of a new period of disability and a new thirty (30) working day window period must be completed before any further monthly benefits are payable. If the covered employee resumes their regular occupation and does each main duty for less than six (6) months, a recurrent disability will be part of the same disability.

- 6. An employee who exhausts the one hundred (100) consecutive working day draw from the Short Term Disability Program is not eligible for the Short Term Disability Program until the employee has returned to work and completed not less than one (1) full year on the job.
- 7. Employees whose working schedule is less than fifty-two (52) weeks, are not eligible to draw from the program during periods of time that they are not normally scheduled to work.
- 8. This program is available to all eligible seniority bargaining unit members. Probationary employees are not eligible until they have satisfactorily completed the forty-five (45) working day probationary period and signed an enrollment card.
- 9. The first thirty (30) consecutive working days of absence due to a disability shall not be covered by the Short Term Disability Program. The thirty (30) working day window period must be satisfied prior to becoming eligible for payment from the Short Term Disability Program for each incident.
- Program must make formal application to the Short Term Disability Committee prior to the expiration of the thirty (30) working day window period. A medical report fully certifying the disability must accompany the formal application for withdrawal from the Short Term Disability Program, which will be made in duplicate, the original to be filed with the Employee Benefits Office in the Human Resources Department. A duplicate will be kept on file by the Union's Committee of the Short Term Disability Program.
- 11. A member of the Short Term Disability Program on a non-compensable leave of absence due to reason of disability is eligible to apply for coverage by the Short Term Disability Program and may use these non-compensable days to satisfy the window period of this program.
- 12. An employee shall not receive compensation from the Short Term

- Disability Program due to absence resulting from an on-the-job-injury.
- 13. Payment from the fund does not qualify an employee as being at work for the purpose of accruing/earning sick leave, vacations, or benefits computed on the basis of the number of days in a month the employee receives compensation.
- 14. Medical reports fully certifying disability must accompany the request for absence leading to the utilization of the Short Term Disability Program. Additional medical reports will be required to be filed with the Employee Benefits Office in the Human Resources Department each pay period at the employee's expense, while receiving compensation from the Short Term Disability Program.
- 15. The Short Term Disability Program will be funded with three (3) equal payments. Payments will be made on July 1st of each year of the contract. If the fund is depleted during any fiscal year (July 1 June 30), payments will be discontinued for the remainder of that fiscal year and members of this unit shall have no claim or recourse to establish compensation from the Short Term Disability Program. If there is a balance in the fund at the end of the fiscal year, this balance will be added to the \$42,000 payment made at the beginning of the next fiscal year.
- 16. The union will collect enrollment cards that must be forwarded to the Employee Benefits Office. A duplicate will be kept on file by the Short Term Disability Union Committee.
- 17. The Short Term Disability Program will be controlled by the Board of Education. A committee of not more than three (3) union members will be selected by the Chapter Chair, to assist in interpreting the provisions of the Short Term Disability Program to the membership and to advise the Employee Benefits Office of the Human Resources Department regarding the operation of the Short Term Disability Program. Final authority of the operation and interpretation of the Short Term Disability Program shall be vested in the Board of Education.
- 18. An employee on lay off, or a non-disability non-compensated leave of

absence shall not be able to receive compensation days from the Short Term Disability Program.

- 19. Employees who are members of the Short Term Disability Program when laid-off or placed on a non-compensated leave of absence shall be allowed to continue their membership upon return to work or recall.
- **20.** The Short Term Disability Program was implemented January 1, 1987.
- 21. The Board of Education shall, in its sole discretion, determine whether or not payments shall be made from the fund and to whom such payments shall be made. Any determination made by the Board shall be final.

Decisions made by the Board regarding the fund shall not be subject to the grievance procedure.

The Union (including AFSCME Council 25 and Local 1664), in consideration of the Board accepting the obligation to make determinations regarding the fund, agrees to hold the Board, its officers, agents, or employees harmless from any and all liability of any nature whatsoever which may result from any action of the Board relating to the fund, including, but not limited to, the cost of defense of any claim filed against the Board.

The Union (including AFSCME Council 25 and Local 1664) agrees, upon request, to defend the Board, its officers, agents, or employees in any suit brought against all of any of them regarding this Article of the Master Agreement, and to indemnify the Board, its officers, agents or employees and save them harmless from any and all claims, demands, awards, fees, costs, suits, lost wages or damages which may be imposed or assessed against all or any of them regarding this Article of the master agreement.

The Union further agrees that the Board will have no liability with reference to any actions it takes regarding the fund, except for the Board's failure to make the contributions called for in this Article.

Employees who are denied payment agree to hold harmless the Union and the Board of Education.

A financial statement will be provided to the Chapter Chairperson upon his written request.

APPENDIX B

JOB DESCRIPTIONS

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| Head Groundsperson | 76 |

JOB DESCRIPTION

JOB TITLE: Custodian - Shift Leader

<u>SUMMARY:</u> Keeps the district's school buildings in such a state of operating excellence and cleanliness so as to present no problems for, or interruptions to, the educational program. The Shift Leader works in cooperation and under the direction of the Head Custodian or Administrator. The Shift leader will be responsible for directing custodians and also performing the work required of a custodian.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Inspects playground equipment and surfaces regularly to ensure safety and function of equipment. May make minor repairs.
- In cooperation with the head custodian orders and maintains adequate inventory of custodial supplies and equipment.
- ♦ Cleans and preserves designated spaces, entrances, equipment, etc. in the building to ensure operational efficiency and safety.
- Instructs custodians verbally, or in writing, in building and grounds custodial duties as well as routine preventive maintenance activities.
- Performs ongoing preventive maintenance and minor repair on plumbing, electrical, custodial equipment, ventilation, building structure and hardware.
- Performs normal operator adjustments, to building facility operational equipment such as, but not limited to, compressors, boilers, unit ventilators and fans. Maintains records on operational and maintenance activities.
- Assists visiting public utilizing the facilities with directions within the building or in obtaining and setting up needed equipment and or material.
- ♦ Assists outside maintenance with mowing (as needed), weeding, shoveling snow and generally ensuring the walks and steps are free from ice and snow.
- Maintains building and grounds security by locking and/or unlocking the building each school day and makes periodic inspections during course of shift for security and vandalism.
- Maintains work related records and prepares various reports as directed.
- Other duties may be assigned as pertains to job classification.

SUPERVISORY RESPONSIBILITIES: In cooperation with Head Custodian oversees custodians at their building level.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: High school diploma or GED. Minimum two years successful custodial experience preferred.

LANGUAGE SKILLS:

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before employees of organization.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent.

REASONING ABILITY:

Ability to solve practical problems and deal with a variety of situations. Ability to interpret a variety of instructions furnished in written, oral, and diagram or schedule form.

OTHER SKILLS and ABILITIES:

Ability to pass a written and physical test. Ability to establish and maintain effective working relationships with students, staff and the community. Ability to instruct other employees in the work of a custodian, and be able to offer suggestions for improvement. Must be able to lay out work for others, to give directions and supervise the work of others in a firm and fair manner. Ability to perform duties with awareness of all district requirements. Knowledge of proper use and care of custodial equipment. The candidate should continuously present a neat appearance, well groomed in appropriate clothing.

PHYSICAL DEMANDS: The physical demands described here are representatives of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands and fingers to handle or feel objects, tools, or controls; and communicate. The employee frequently is required to reach with hands and arms. The employee is occasionally required to sit. The employee frequently must squat, stoop or kneel, reach above the head and reach forward. The employee continuously uses hand strength to grasp tools and climbs on to ladders/scaffolding. The employee will frequently bend or twist at the neck and trunk more than the average person while performing the duties of this job.

The employee must frequently lift and/or move up to 50 pounds such as cleaning supplies, pails and unloading trucks. Occasionally the employee will lift and/or move up to 90 lbs. such as salt and bulk furniture. The employee will sometimes push/pull items such as tables, bleachers, scrubbing machines. Specific vision abilities required by this job include close vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works indoors and will occasionally work outdoors. The employee will work near or with moving mechanical equipment. The employee may occasionally work with toxic or caustic chemicals such as petroleum products, degreasers, and sprays such as soap, window cleaner and disinfectant. The employee must be able to meet deadlines. The noise level in the work environment is usually moderate.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional, related duties may be assigned. 6/30/02

JOB DESCRIPTION

JOB TITLE: Custodian

<u>SUMMARY:</u> Keeps the district's school buildings in such a state of operating excellence and cleanliness so as to present no problems for, or interruptions to, the educational program.

ESSENTIAL DUTIES AND RESPONSIBILITIES.

- Cleans and preserves designated spaces, equipment, etc. in the building including dusting, washing of all furniture and fixtures, including interior/exterior windows.
- Assist with setup and clean up of cafeteria program.
- ♦ Maintains hard floor surfaces, sweeping, mopping, or scrubbing, including renovating, renewing floor surface finishes.
- Maintains carpeted surfaces, vacuuming, spot removal and extraction as needed.
- Restocks disposable items and provides head custodian with inventory usage data.
- Moves furniture, supplies, and miscellaneous equipment as directed.
- ♦ Assists visiting public utilizing the facilities with directions within building and in obtaining and setting up and taking down needed equipment.
- Assures cleanliness of lavatories, toilet rooms and rest rooms.
- Properly disposes of building trash and refuse (recycling, waste).
- Maintains building and grounds security in the building each school day, locking and unlocking doors, windows and offices.
- Assists outside maintenance with mowing (as needed), weeding, the perimeter of the building, parking lot (as needed) and playground; shoveling snow and generally ensuring the walks and steps are free from ice and snow.
- Makes periodic interior and exterior inspection tours for safety, vandalism or safety issues.
- Performs preventative maintenance and emergency repairs. Reports items that require repair.
- Other duties may be assigned by head custodian, or supervisor as pertains to job classification.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

High school diploma or general education degree (GED).

LANGUAGE SKILLS:

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to other employees of the organization.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent.

REASONING ABILITY:

Ability to apply common sense understanding to carry out detailed but basic written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations. Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule from.

OTHER SKILLS and ABILITIES: Ability to pass a physical test. Ability to establish and maintain effective working relationships with students, staff and the community. Must have established reputation for being honest and trustworthy. Must have good attendance. Ability to operate standard custodial equipment and maintain such equipment with care. Ability to perform duties with awareness of all district requirements. The candidate should continuously present a neat appearance, well groomed in appropriate uniform.

PHYSICAL DEMANDS: The physical demands described here are representatives of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands and finger to handle, or feel objects, tools, or controls; and communicate. The employee frequently is required to reach with hands and arms. The employee is occasionally required to sit. The employee frequently must squat, stoop or kneel, reach above the head and reach forward. The employee continuously uses hand strength to grasp tools and climbs on to ladders or scaffolding. The employee will frequently bend or twist at the neck and trunk more than the average person while performing the duties of this job.

The employee must frequently lift and/or move up to 50 pounds such as cleaning supplies, pails and unloading trucks. Occasionally the employee will lift and/or move up to 90 lbs. such as salt and bulk furniture. The employee will sometimes push/pull items such as tables, bleachers, scrubbing machines. Specific vision abilities required by this job include close vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works indoors and will occasionally work outdoors. The employee will work near or with moving mechanical equipment. The employee may occasionally work with toxic or caustic chemicals such as petroleum products, degreasers, and sprays. The employee must be able to meet deadlines. The noise level in the work environment is usually moderate.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional, related duties may be assigned. 6/30/02

JOB DESCRIPTION

JOB TITLE: Custodian II

SUMMARY: Keeps the district's school buildings in such a state of operating excellence and cleanliness so as to present no problems for, or interruptions to, the educational program.

ESSENTIAL DUTIES AND RESPONSIBILITIES.

- ♦ Cleans and preserves designated spaces, and equipment.
- ♦ Maintains cleanliness and ensures adequate stock to girls'/woman's rest room, dressing rooms and shower areas throughout the day.
- ♦ Maintains assigned interior physical features of building performing light tasks such as sweeping, dust/damp mop, polishing, cleaning furniture, fixtures and woodwork and washing interior/exterior windows, lockers and walls.
- Assists visiting public utilizing the facilities with directions within building and in obtaining and setting up and taking down needed equipment.
- Empties and cleans waste receptacles of assigned area.
- ♦ Maintains building and grounds security in the building each school day, locking and unlocking doors, windows and offices.
- Makes periodic interior and exterior inspection tours for vandalism or safety issues. Reports building problems to administrator or head custodian.
- Performs laundry duties as required.
- Other duties may be assigned as pertains to job classification.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

High school diploma or general education degree (GED).

LANGUAGE SKILLS:

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to other employees of the organization.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent.

REASONING ABILITY:

Ability to apply commonsense understanding to carry out detailed but basic written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

OTHER SKILLS and ABILITIES: Ability to pass a physical test. Ability to establish and maintain effective working relationships with students, staff and the community. Must have established reputation for being honest and trustworthy. Must have good attendance. Ability to operate standard custodial equipment properly and with care. Ability to perform duties with awareness of all district requirements.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands and finger to handle, or feel objects, tools, or controls; and communicate. The employee frequently is required to reach with hands and arms. The employee is occasionally required to sit. The employee frequently must squat, stoop or kneel, reach above the head and reach forward. The employee continuously uses hand strength to grasp. The employee will frequently bend or twist at the neck and trunk more than the average person while performing the duties of this job.

The employee must frequently lift and/or move up to 30 pounds such as cleaning supplies. Occasionally the employee will lift and/or move up to 50 lbs. such as laundry or chemicals. The employee will sometimes push/pull items such as tables, carts and/or buckets. Specific vision abilities required by this job include close vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works indoors and will occasionally work outdoors. The employee may work near or with moving mechanical equipment. The employee may occasionally work with toxic or caustic chemicals such as wd40, Windex, disinfectant and soaps. The employee must be able to meet deadlines. The noise level in the work environment is usually moderate.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional, related duties may be assigned. 6/30/02

JOB DESCRIPTION

JOB TITLE: Head Custodian

<u>SUMMARY:</u> Keeps the district's school buildings in such a state of operating excellence and cleanliness so as to present no problems for, or interruptions to, the educational program. The Head Custodian has general supervision of and is directly responsible for the care, maintenance and protection of the assigned school building and also performing the work required of a custodian.

ESSENTIAL DUTIES AND RESPONSIBILITIES.

- Inspects building, grounds and surfaces regularly to ensure safety and function of equipment. May make minor repairs and/or notify appropriate department of such.
- Orders and maintains adequate inventory of custodial supplies and equipment.
- Assist with setup and clean up of cafeteria program.
- ♦ Cleans and preserves designated spaces, entrances, equipment, etc. in the building to ensure operational efficiency and safety.
- Instructs custodians verbally, or in writing, in building and grounds custodial duties as well as routine preventive maintenance activities.
- Performs ongoing preventive maintenance and minor repair on plumbing, electrical, custodial equipment, ventilation, building structure and hardware and service to furniture.
- Performs normal operator adjustments, to building facility operational equipment such as, but not limited to, compressors, boilers, unit ventilators and fans. Maintains records on operational and maintenance activities.
- ♦ Assists visiting public utilizing the facilities with directions within the building or in obtaining and setting up needed equipment and or material.
- ♦ Assists outside maintenance with mowing (as needed), weeding, shoveling snow and generally ensuring the walks and steps are free from ice and snow. Where applicable, maintains playground soft surfaces.
- Assists the operations supervisor in scheduling and assigning extra time for custodians.
- Maintains building and grounds security by unlocking and locking the building each school day, reports vandalism or other serious problems to appropriate department.
- Maintains work related records and prepares various reports as directed.
- Other duties may be assigned as pertains to job classification.

SUPERVISORY RESPONSIBILITIES:

Oversees custodians and shift leaders at their building level.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

High school diploma or general education degree (GED). Should have a minimum of two years successful experience in a custodial position with thorough knowledge of custodial work. Must know the Utica cleaning standards and the district's "system" of building care.

LANGUAGE SKILLS:

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively to groups or employees of organization.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent.

REASONING ABILITY:

Ability to solve practical problems and deal with a variety of situations. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

OTHER SKILLS and ABILITIES:

Ability to pass a written and physical test. Ability to establish and maintain effective working relationships with students, staff and the community. Ability to instruct other employees in the work of a custodian, and be able to evaluate their work, offering suggestions for improvement. They must be able to lay out work for others, give directions and supervise the work of others in a firm and fair manner. Ability to perform duties with awareness of all district requirements. Knowledge of proper use and care of custodial equipment required. The candidate should continuously present a neat appearance well groomed in appropriate clothing.

PHYSICAL DEMANDS: The physical demands described here are representatives of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands and fingers to handle, or feel objects, tools, or controls; communicate. The employee frequently is required to reach with hands and arms. The employee is occasionally required to sit. The employee frequently must squat, stoop or kneel, reach above the head and reach forward. The employee continuously uses hand strength to grasp tools and climbs on to ladders/scaffolding. The employee will frequently bend or twist at the neck and trunk more than the average person while performing the duties of this job.

The employee must frequently lift and/or move up to 50 pounds such as cleaning supplies, pails and unloading trucks. Occasionally the employee will lift and/or move up to 90 lbs. such as salt and bulk furniture. The employee will sometimes push/pull items such as tables, bleachers, scrubbing machines. Specific vision abilities required by this job include close vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works indoors and will occasionally work outdoors. The employee will work near or with moving mechanical equipment. The employee may work with toxic or caustic chemicals such as petroleum products, degreasers, and sprays while performing the duties of this job. The employee must be able to meet deadlines with severe time constraints. The noise level in the work environment is usually moderate.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional, related duties may be assigned. 6/30/02

JOB DESCRIPTION

JOB TITLE: Store keeper

SUMMARY: Delivers and picks up all warehouse goods. Back up for shipping and receiving coordinator.

ESSENTIAL DUTIES AND RESPONSIBILITIES.

- ♦ Assist in unloading delivery trucks, picking stock, storing stock, other duties that may be required.
- Load truck and safely deliver warehouse goods or other items to school district facilities
- Maintaining the delivery schedule established by the supervisor.
- Deliver and pick up materials, mail, equipment, and supplies as directed.
- Maintain order in central stores and assigned vehicle(s), requesting mechanical attention as needed.
- Assist in physical inventories to the extent assigned by the supervisor.
- Substitute for the Storekeeper Leader in emergency situations.
- Other duties may be assigned as pertains to job classification.

SUPERVISORY RESPONSIBILITIES: None.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: High school diploma or GED. One year custodial experience at Utica Community Schools.

LANGUAGE SKILLS:

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent.

REASONING ABILITY:

Ability to apply commonsense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to read and follow maps. Ability to deal with problems involving several concrete variables in standardized situations.

<u>CERTIFICATES</u>, <u>LICENSES</u>, <u>REGISTRATIONS</u>: Must possess a valid CDL, appropriate to the position.

OTHER SKILLS and ABILITIES:

A good driving record is necessary. Ability to pass written test. Experience working in a shipping and receiving position is preferred. Ability to establish and maintain effective working relationships with students, staff and the community. Ability to perform duties with awareness of all district requirements. Must have established a reputation for being honest and trustworthy. The candidate should continuously present a neat appearance, well groomed in appropriate clothing.

PHYSICAL DEMANDS: The physical demands described here are representatives of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; reach with hands and arms; climb or balance; stoop, kneel, crouch or crawl; communicate and drive a vehicle. The employee is occasionally required to sit.

The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, color vision, peripheral vision, and depth perception.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works in high, precarious places and is occasionally exposed to vibration. The noise level in the work environment is usually moderate to loud and is acceptable for this environment.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional, related duties may be assigned. 6/30/02

JOB DESCRIPTION

JOB TITLE: Store Keeper Leader

<u>SUMMARY:</u> Compares identifying information and counts, weights, or measures items of incoming and outgoing shipments to verify information against bills of lading, invoices, orders, or other records. Receives, stores, maintains and disburses all warehouse goods and keeps accurate inventory records. Processes all UPS packages and other truck shipments. Responsible for directing work of storekeeper and also performing the work required of a storekeeper.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Receive, store and maintain all goods delivered to the warehouse in a safe and neat manner.
- Report all shortages/damages to the supervisor or his/her designee and the trucking company.
- ♦ Follow the guidelines of the district's Hazard Communication Program as it regards to MSDS's and labels.
- Assist in physical inventories to the extent assigned by the supervisor.
- Fills warehouse orders promptly and efficiently maintaining the delivery schedule established by the supervisor.
- Process all parcel packages, shipping and receiving.
- Prepare shipments for returns to vendors or forwarding to district locations.
- Drive delivery vehicles as assigned by the supervisor and use and maintain hand trucks.
- Maintains security of building and grounds of Warehouse facility.
- Other duties may be assigned pertaining to warehouse operation.

SUPERVISORY RESPONSIBILITIES: Oversees coordination of work of storekeeper.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: High school diploma or GED. One to three months related experience and/or training; or equivalent combination of education and experience.

LANGUAGE SKILLS:

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence.

MATHEMATICAL SKILLS:

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume.

REASONING ABILITY:

Ability to apply commonsense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to read and follow maps. Ability to deal with problems involving several concrete variables in standardized situations.

<u>CERTIFICATES</u>, <u>LICENSES</u>, <u>REGISTRATIONS</u>: Must possess a valid CDL and appropriate endorsements for the position.

OTHER SKILLS and ABILITIES:

A good driving record is necessary. Ability to pass a written test. Experience working in a shipping and receiving position is required. Ability to establish and maintain effective working relationships with students, staff and the community. Ability to perform duties with awareness of all district requirements. Must have established a reputation for being honest and trustworthy. The candidate should continuously present a neat appearance, well groomed in appropriate clothing.

PHYSICAL DEMANDS: The physical demands described here are representatives of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to communicate. The employee frequently is required to walk; sit; reach with hands and arms; climb or balance; and stoop, kneel, crouch or crawl. The employee is occasionally required to stand.

The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, peripheral vision, and depth perception.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works in high, precarious places and is occasionally exposed to vibration. The noise level in the work environment is usually moderate to loud and is acceptable for this environment.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional, related duties may be assigned. 6/30/02

JOB DESCRIPTION

JOB TITLE: Grounds

<u>SUMMARY:</u> Keeps the district's school grounds in such a state of operating excellence and cleanliness so as to present no problems for, or interruptions to, the educational/athletic programs.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Prepares grounds for seeding, clears land for new playing fields.
- Maintains all district grounds; mows, trims, removes, shubbery and trees, fertilizes lawns.
- ♦ Maintains outside facilities including snow removal as needed under direction of Head Groundsperson.
- ♦ Clean/repairs driveways, cleans ditches, storm drains and cultivate such areas as are designated by the Head Groundsperson.
- Winter duties will include snow removal under direction of Head Groundsman.
- Cleans and preserves designated spaces, entrances, equipment, etc. in the building to ensure operational efficiency and safety.
- Repair and maintain athletic or playground equipment and areas where equipment is installed.
- Work as substitute custodian for days as the need occurs (irregular work schedule).
- Maintains equipment assigned to grounds department.
- Other duties may be assigned as pertains to job classification.

SUPERVISORY RESPONSIBILITIES: None

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: High school diploma or GED. Minimum two years successful custodial experience preferred.

LANGUAGE SKILLS:

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before employees of organization.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent.

REASONING ABILITY:

Ability to solve practical problems and deal with a variety of situations. Ability to interpret a variety of instructions furnished in written, oral, and diagram or schedule form.

OTHER SKILLS and ABILITIES:

Ability to pass a written and physical test. Ability to establish and maintain effective working relationships with students, staff and the community. Knowledge of grasses, pest and weed control, seeding, fertilizing, lawn rebuilding, shrubbery trimming, care of trees and landscaping. Experience working with small lawn power equipment and a knowledge in use of tractors and their attachments. Skilled in mechanical maintenance of grounds equipment. Ability to perform duties with awareness of all district requirements. Knowledge of proper use and care of grounds equipment. The candidate should continuously present a neat appearance, well groomed in appropriate clothing. Must possess a valid CDL, appropriate to the position.

PHYSICAL DEMANDS: The physical demands described here are representatives of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands and fingers to handle or feel objects, tools, or controls; and communicate. The employee frequently is required to reach with hands and arms. The employee is occasionally required to sit. The employee frequently must squat, stoop or kneel, reach above the head and reach forward. The employee continuously uses hand strength to grasp tools and climbs on to ladders/scaffolding. The employee will frequently bend or twist at the neck and trunk more than the average person while performing the duties of this job.

The employee must frequently lift and/or move up to 35 pounds such as gardening supplies, pails and unloading trucks. Occasionally the employee will lift and/or move up to 90 lbs. such as salt. The employee will sometimes push/pull items such as trailers, tillers and augers. Specific vision abilities required by this job include close vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works outdoors and will occasionally work indoors. The employee will work near or with moving mechanical equipment. The employee may occasionally work with toxic or caustic chemicals such as petroleum products, degreasers, and sprays such as soap, window cleaner and herbicides, if licensed. The employee must be able to meet deadlines within set time constraints. The noise level in the work environment is usually moderate.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional, related duties may be assigned. 6/30/02

JOB DESCRIPTION

JOB TITLE: Head Groundsperson

<u>SUMMARY:</u> Under direction of administrator of grounds, shall be responsible for the supervision of all employees assigned to the Grounds Department and shall also perform the duties of Groundsperson. Shall keep district's school grounds in such a state of operating excellence and cleanliness so as to present no problems for, or interruptions to, the educational/athletic programs.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- ♦ Coordinate work schedules for self and other groundspersons. Assures work is properly completed.
- Maintains inventory supply records as relates to grounds material.
- Maintains repair/service record of all grounds equipment.
- ♦ Maintains/Repairs equipment assigned to grounds department.
- Keeps abreast of latest innovations in grounds supplies and equipment and makes recommendations.
- Recommends quantity and quality of grounds supplies and equipment.
- Grades and constructs new lawn sites.
- Coordinates work of self and groundsperson in snow removal as weather requires.
- Repair, maintain and develop preventative maintenance plan for athletic and playground equipment and areas where equipment is installed.
- Performs all work of a groundsperson.
- Other duties may be assigned as pertains to job classification.

SUPERVISORY RESPONSIBILITIES: None

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: High school diploma or GED. Minimum two years successful grounds experience preferred.

LANGUAGE SKILLS:

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before employees of organization.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent.

REASONING ABILITY:

Ability to solve practical problems and deal with a variety of situations. Ability to interpret a variety of instructions furnished in written, oral, and diagram or schedule form.

OTHER SKILLS and ABILITIES:

Ability to pass a written and physical test. Ability to establish and maintain effective working relationships with students, staff and the community. Knowledge of grasses, pest and weed control, seeding, fertilizing, lawn rebuilding, shrubbery trimming, care of trees and landscaping. Experience working with small lawn power equipment and a knowledge in use of tractors and their attachments. Skilled in mechanical maintenance of grounds equipment. Ability to perform duties with awareness of all district requirements. Knowledge of proper use and care of grounds equipment. The candidate should continuously present a neat appearance, well groomed in appropriate clothing. Must possess a valid CDL, appropriate to the position.

PHYSICAL DEMANDS: The physical demands described here are representatives of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands and fingers to handle or feel objects, tools, or controls; and communicate. The employee frequently is required to reach with hands and arms. The employee is occasionally required to sit. The employee frequently must squat, stoop or kneel, reach above the head and reach forward. The employee continuously uses hand strength to grasp tools and climbs on to ladders/scaffolding. The employee will frequently bend or twist at the neck and trunk more than the average person while performing the duties of this job.

The employee must frequently lift and/or move up to 35 pounds such as gardening supplies, pails and unloading trucks. Occasionally the employee will lift and/or move up to 90 lbs. such as salt. The employee will sometimes push/pull items such as trailers, tillers and augers. Specific vision abilities required by this job include close vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works outdoors and will occasionally work indoors. The employee will work near or with moving mechanical equipment. The employee may occasionally work with toxic or caustic chemicals such as petroleum products, degreasers, and sprays such as soap, window cleaner and herbicides, if licensed. The employee must be able to meet deadlines. The noise level in the work environment is usually moderate.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional, related duties may be assigned. 6/30/02



Memo

To:

Bill Turner, Chapter Chairperson

From:

David Rilley, Executive Director of Human Resources

Date:

May 26, 2010

Subject:

Tentative Agreement

The Tentative Agreement dated May 26, 2010, meets the \$4 million dollar cost reduction target established by the Board of Education.

In addition, with regards to your questions on open enrollment for health care plans, the District will continue to hold open enrollment in the month of September.

/jm