

Plymouth-Canton

PC

Community Schools

Agreement
between the
Plymouth-Canton Board of Education
and the
Plymouth-Canton
Custodial/Maintenance Employees
MEA / NEA LOCAL #1

2008-2010

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AGREEMENT

between

PLYMOUTH-CANTON COMMUNITY SCHOOLS, hereinafter referred to as the "Employer,"

and

PLYMOUTH-CANTON CUSTODIAL AND MAINTENANCE EMPLOYEES, MEA/NEA LOCAL #1 hereinafter referred to as the "Union".

ARTICLE I

Purpose

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

ARTICLE II

Union Recognition, Deduction of Dues and Union Security

Section 1. Union Recognition

- a. The Employer hereby recognizes the Union as sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.
- b. The term "employees" as used herein shall include all full time and regular part-time custodial and maintenance staff employees employed or to be employed excluding supervisors, licensed technicians, substitutes and all other employees. The language above is drafted from M.E.R.C. Case No. R79 C128, dated March 28, 1979.

Section 2. Union Security

- a. It shall be a condition of employment that all employees of the Board covered by this Agreement:
 - (1) Become members of the Union on or before the thirty-first (31) working day following the effective date of this Agreement or on or before the thirty-first (31) working day following the beginning of their employment with the Board, or
 - (2) Execute an authorization for the payment of an agency shop fee for the deduction of a sum equivalent to the dues of the Union on or before the thirty-first (31) working day following the effective date of this Agreement, or on or before the thirty-first (31) working day following the beginning of their employment with the Board. Employees shall be given a copy of the form authorizing check off for the Association dues and service fees at date of hire. The representation-service fee, shall be the amount determined by the

Association to be the employee's prorated share of the Association's cost of negotiating and administering the collective bargaining Agreement.

- b. The Union agrees that it will treat all employees in the same manner with respect to the provisions contained within Paragraph a. of this section.
- c. In the event that the Union refuses to accept any employee of the Employer as a member, said employee may continue employment for the School District.
- d. Either party to this Agreement shall have the right to reopen negotiations pertaining to the provisions of this Article if provisions of this Article are deemed illegal under applicable laws by sending written notification to the other party thirty (30) days from the date of such legal determination.

ARTICLE III

Association Dues, Fees, Payroll Deductions

- Section 1. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, and voluntary political action funds as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA-NEA Constitution and Bylaws. Pursuant to such authorization, the Board shall deduct one-tenth of such dues, and voluntary political action funds from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year. Such dues, and voluntary political action funds shall be forwarded to the Union forthwith. Any employee who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the employee taking any paid leave of absence or sick leave provided for in this contract. The dues shall be deducted in equal installments, and the Association shall be responsible for refunding overpayments and collecting underpayments, where the individual's dues deductions don't cover his/her total dues obligation. The Association shall also be responsible for informing the payroll department of any increase or decrease in yearly dues liability.
- Section 2. Any dispute arising as to an employee's membership in the Association shall be reviewed by a designated representative of the Board and a representative of the Association, and if not resolved may be referred to the Grievance Procedure; however, the employee may be retained at work while the dispute is being resolved.
- Section 3. The Association will furnish the Board or its designated representative with a copy of the membership form of all employees paying dues.
- Section 4. The Association shall save harmless the Employer from any liability it may incur to an employee as a result of the illegality of the amount of the representation-service fee as certified by the Union.

ARTICLE IV

Management Rights

Subject to the provisions of this Agreement, and except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the Plymouth-Canton Community Schools and to direct its employees. The Union recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan and as are inherent in the rights and responsibilities to manage the Public School System, including, but not limited to, the right:

- A. To the exclusive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the employee working hours;
- B. To hire all employees and, subject to the provision of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- C. To determine the hours of work and the duties, responsibilities and assignments of the employees, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption and equal application of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of Michigan and the Laws and Constitution of the United States.

ARTICLE V

Jurisdiction

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency when regular employees are not readily available. This clause shall not apply to special projects where employees perform work on a voluntary basis.

No provision of this Agreement shall be construed to restrict the Board from the use of federally funded youth programs, cooperative education programs or person hours worked without pay in lieu of incarceration, provided said use does not result in the elimination of any employees covered by this Agreement. The above said person will not be used outside of regularly scheduled hours to avoid paying overtime to employees covered by this Agreement.

ARTICLE VI

Discipline and Discharge

- Section 1. Employees shall be disciplined or discharged only for just cause and the employee shall be advised of the cause of such action in writing. Just cause shall include but not be limited to:
- a. Refusal or failure to accept or perform work assigned, in accordance with the provisions of this Agreement.

- b. Refusal or continued failure to perform work properly and efficiently.
- c. Intoxication or use of illegal drugs on the job or while in uniform or drinking intoxicants while on duty.
- d. Excessive tardiness or absenteeism.
- e. Insubordination, or improper or immoral language or conduct.
- f. Interference with the performance of assigned work of another employee of the Employer.

Section 2. Any cause for discipline or discharge known to the Employer and on which action or notification has not been initiated by the Employer within fifteen (15) days shall be void.

Section 3. A bargaining unit member shall be entitled to have present a steward of the Union during any meeting which leads to disciplinary action.

Section 4. When a request for such steward is made no action shall be taken with respect to the employee until such steward is present.

Section 5. There shall be a yearly evaluation which shall be conducted by the immediate supervisor. This shall be done in accordance with the Board of Education's Policy on Evaluation. The employee has a right to receive a copy of the evaluation, review, submit his/her response, and the right to disagree with the evaluation.

Section 6. All probationary employees shall be observed by the Plant Engineer and be given at least two written evaluations prior to the end of the probationary period. The evaluations are to be submitted to the Personnel Office.

Section 7. After one year of the issuance of a disciplinary action, the administration and the Association will review the personnel file.

ARTICLE VII

Grievance Procedure

Section 1. A grievance shall be defined as a written complaint by an employee in the bargaining unit alleging a violation, misinterpretation or misapplication of the specific terms of this agreement.

- Section 2.
- a. Working day shall be Monday through Friday excluding holidays.
 - b. Time limits may be extended by mutual agreement.
 - c. Any grievance not processed to the next step of the grievance procedure within the specified time limit shall be deemed settled on the basis of the last decision rendered.
 - d. A grievance not answered within the specified time limit may be processed to the next step of the grievance procedure.

- e. No grievance shall be processed based on the occurrence of a condition prior to the execution of this agreement.

Section 3. Informal Conference

The employee may within ten (10) working days of the alleged occurrence discuss his/her problem with his/her immediate administrative supervisor.

Any employee not satisfied with a personal conference with his/her immediate administrative supervisor may take his/her problem to the Steward for consultation. The Steward may visit that supervisor in a further effort to resolve the grievance, which visit shall occur within ten (10) working days after the event giving rise to the problem. That supervisor shall give his/her decision within three (3) working days.

The Association Executive Committee, through the Steward and/or the Executive Committee, shall approve of, and process, all grievances to be pursued beyond the Informal Conference level of the Grievance Procedure.

Section 4. All Grievances must be handled by the following procedure:

- Step 1. If the problem is not resolved in the informal conference, it shall be reduced to writing, clearly stating the claimed basis for the grievance and shall be signed by the employee and presented to the supervisor by the Steward within fifteen (15) working days after the alleged occurrence. The written grievance may be presented to and discussed with the supervisor by no more than two (2) union representatives accompanied by the employee at the discretion of the Union. Within five (5) working days after receiving the written grievance, the supervisor shall communicate his/her decision in writing, together with the supporting reasons, to the Union.
- Step 2. Within ten (10) working days after delivery of the supervisor's decision the grievance may be appealed to the Director of Human Resources, or his/her designated representative, by the Union. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by a copy of the decision at Step 1. Within five (5) working days after delivery of the appeal, the Director of Human Resources, or his/her designee, shall investigate the grievance and shall communicate his/her decision in writing together with the supporting reasons to the Union and to the supervisor.
- Step 3. Within ten (10) working days after delivery of the Director of Human Resources' decision, the grievance may be appealed to the Superintendent, or his/her designee, by the Union. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions. Within five (5) working days following a hearing the Superintendent, or his/her designee, shall communicate his/her decision in writing together with the supporting reasons to the Union, the Director of Human Resources and the supervisor.

Step 4. Arbitration: Any unresolved grievance which relates to the interpretation, application or enforcement of a provision of this Agreement or any written supplementary agreement and which has been fully processed through the last step of the grievance procedure may be submitted to binding arbitration by either party in strict accordance with the following:

a. Arbitration shall be invoked within ten (10) working days of the decision in Step 3 by written notice to the other party of intention to arbitrate. If the parties are unable to agree on an arbitrator within seven (7) working days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the American Arbitration Association except where expressly provided otherwise in this Agreement.

- 1) The Arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing.
- 2) Each party shall be responsible for the expenses of the witnesses that they may call.
- 3) The Arbitrator shall have no power to rule on any matter not involving an alleged violation of specific provisions of this Agreement.
- 4) The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.
- 5) The decision of the Arbitrator shall be final, conclusive and binding upon the Employer, the employees and the Union.

The expenses of the arbitration shall be borne equally by the parties, subject to the written provisions of this Article.

ARTICLE VIII

Non-Discrimination

The Plymouth-Canton Board of Education will not interfere with or discriminate in any respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity as described in this Agreement on behalf of the Union, nor will the Plymouth-Canton Board of Education encourage membership in another Union.

The Employer and the Union recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil

Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of religion, race, color, national origin, age, gender, height, weight, disability or marital status, in accordance with the law. The parties will work together to assure equal employment opportunities to all.

ARTICLE IX

Seniority

- Section 1. a. Seniority standing shall be granted to all employees covered by this Agreement. The standing is to be determined on the basis of actual length of continuous service from the latest date of permanent employment in the bargaining unit with the Plymouth-Canton Board of Education. All new employees shall be placed on the seniority list as of the first day of employment, upon the completion of a probationary period of ninety (90) working days of employment, which shall include at least thirty (30) days while school is in session. Probationary employees may be discharged or disciplined by the Employer without the same causing a breach of this Agreement or constituting a grievance.
- b. If two or more employees have the same seniority date, their positions on the seniority list will be decided by a lottery system, upon completion of the probationary period. A representative of the Association, designated by the President, will meet with the Employer to conduct the lottery. Employees involved may be present at the lottery, if they so desire.
- Section 2. Seniority shall be broken for the following reasons.
- a. If the employee quits.
- b. If the employee is discharged.
- c. If the employee is absent without properly notifying the management, unless a satisfactory reason is given.
- d. If the employee fails to return to work within three (3) working days after being notified to report to work, and does not give a satisfactory reason.
- e. If the employee is laid off for a continuous period equal to seniority he/she had acquired at the time of such layoff period.
- f. If the employee retires.
- g. If the employee overstays a leave (as referred to in Article XIII)
- h. If the employee gives a false reason for such a leave and/or engages in other employment during such a leave as referred to in Article XIII, Leave of Absence.
- Section 3. Employees are expected to give advance notice of termination. Employees failing to give five (5) days notice without reasonable cause for failing to give such notice shall forfeit one-fifth (1/5) of all prorated benefits due for each day less than the above five (5) working days.

- Section 4.
- a. Employees shall be laid off and recalled according to their seniority in their classifications. An employee on scheduled layoff shall have the right to displace a lesser seniority employee who is in a lower classification provided the senior employee is qualified to hold the position held by the employee. An employee reduced from his/her shift may displace the low seniority person within his/her classification and shift.
 - b. Laid-off employees will be offered substitute work and be given preference as a substitute custodian while on layoff. Laid-off employees can be utilized as a substitute for regular employees who are absent and/or used in emergency situations.
 - c. Laid-off employees who accept substitute work will be paid at the substitute custodian rate of pay.
 - d. Laid-off employees do not have to work as substitute custodians and can refuse to be placed on the substitute list. This will not be held against them in determining eligibility for unemployment as applicable by statute, regulations, and/or law.
- Section 5.
- a. The Employer may make temporary transfers of employees to other locations in order to meet the requirements of the operation of the department. The Employer shall give full consideration to seniority.
 - b. Temporary transfers shall be for a period of no longer than thirty (30) working days; extensions may be given by mutual agreement between the Employer and the Union.
 - c. A position that requires more than thirty (30) days of temporary transfer (except extensions by agreement) shall be considered an open position to be posted.
- Section 6.
- a. Notice of all vacancies to be filled as shown in Appendix B and newly created positions shall be posted on employee bulletin boards and the employee shall be given five (5) working days time in which to make application to fill the vacancy or new position, and the Union Steward will be advised within five (5) working days of appointment to the position of who has received the vacancy or new position and, upon request, who were the internal applicants. Custodial positions will be posted three (3) working days. The five most senior custodial/maintenance employees, who meet the posted qualifications, will be guaranteed an interview for a plant engineer position. The administration retains the right to make the final determination regarding hiring of a plant engineer.
 - b. Recognizing the provisions of Article IX sections 6 (b) and 6 (c) referring to voluntary demotions, lateral transfers and promotions, the following order shall be used: A) Voluntary demotion, B) Lateral Transfer and C) Promotion. Each member of the bargaining unit who wishes to be considered for a lateral or demotion, must fill out the appropriate form during the month of June and submit it to the Central Maintenance Department by June 30th. The requests must be submitted on the lateral/demotion form and will apply to all vacancies from July 1 through June 30 of that school year. Individuals may identify up to

six (6) buildings with shifts that he/she wishes to be considered for should a position become available during the time period. Exceptions to the lateral/demotion process may be made by mutual agreement of the Union and the Assistant Superintendent of Administrative Services or his/her designee. Approval will be based on seniority and meeting the qualifications of the position. When all of the lateral/demotions have occurred, the remaining vacancy will be posted. Timelines for posting a vacancy will not begin until all lateral/demotions have occurred. Each individual on the lateral/demotion list will be deemed as having accepted the placement if he/she has placed that building on his/her request list. An employee may decline an offered position and still be considered for subsequent vacancies. An employee may remove or add a building from his/her list only one time during the school year at the employee's discretion at any time during this year. All changes from the list must be in writing to the Central Maintenance Department.

- c. An employee who applies for a vacancy of the same classification as he/she currently holds, shall be granted the job based on his/her classification seniority, before any promotions shall be considered. If an employee successfully opts for a change of assignment, based on a voluntary demotion or lateral transfer, he/she shall not be eligible for a change of assignment for a period of one (1) year from placement on the job. The only exception to this one-year rule shall be where there is mutual agreement between the Assistant Superintendent of Administrative Services, the Executive Director for Human Resources, or their designee(s), the Association, and the employee involved. Exceptions shall not be unreasonably withheld. Effective July 1, 1997, promotions shall be made on the basis of training, qualifications and classification seniority of the next lower classification in the series (Appendix B), or to the next succeeding lower classification if there are no applicants. The senior qualified employee making application, in accordance with the above, shall be promoted to fill the vacancy or new position provided he/she has the necessary qualifications to perform the duties of the job involved. The Employer will consult with the Union prior to posting any position that has a change in qualifications from the previous posting of the same position. When more than one position is open and posted, the employee must bid jobs in order of their preference; first choice, second choice, etc. Effective July 1, 1998, applicants for positions must meet the posted qualifications as indicated by successfully completing the skills review requirement for that position. Up to two (2) months shall be allowed after the committee determines the training requirement for a position classification before this provision takes effect.
- d. Promoted employees shall be given up to a thirty (30) workday trial period to demonstrate their ability to perform the job. If during the trial period, the employee does not demonstrate the ability to perform the job, the employee shall either be placed on an additional trial period of up to thirty (30) work days or the employee will be returned to his/her former classification and shift. An employee who has accepted a promotion and who has successfully completed either the first and/or additional trial period(s) will be eligible to bid on another promotion
- e. Newly created positions or vacancies to be filled shall be filled within fifteen (15) working days of the known vacancy. These positions shall be posted in the following manner:

The type of work, the place of work, the starting date, the rate of pay, the hours to be worked, the qualifications, training and the classification.

The Association will be notified in writing within fifteen (15) working days of positions or vacancies not to be filled.

- f. A probationary employee is not eligible for a custodial posting.
- g. Custodial vacancies under a posting shall not be considered a promotion, and the filling of a custodial vacancy shall not require a new probationary period.
- h. When an employee is promoted, he/she shall be paid the sixty (60) working day rate if the beginning rate is less than his/her hourly rate prior to promotion.

Section 7. An employee who is required to work in a higher classification for two (2) consecutive working days or more, shall be paid the rate of pay of the person he or she replaces, and will be paid retroactively to the first day if two (2) days or more.

If is further understood that this applies when the respective work shifts are in effect (day, afternoons, midnights).

An employee who replaces the plant engineer at a traditional school during the summer months will receive the wage rate of the plant engineer. It is also agreed that this only applies to the plant engineer position, and that other positions (example: custodian receiving wage rate of an afternoon supervisor) would not be applicable to this section.

Section 8. An agreed-to seniority list shall be made available to the Union and to each employee covered by this Agreement on or about July 1 of each year. Such list shall contain date of hire with the District, date of entry into bargaining unit, date of entry into classification, and employee's location. Seniority in classification shall be as of date of entry into the classification.

Section 9. An employee who has successfully accepted a custodial vacancy posting shall not be eligible for a custodial posting for a period of one (1) year from placement on the job. The only exception to this one-year rule shall be where there is mutual agreement between the Assistant Superintendent of Administrative Services, the Executive Director for Human Resources, or their designee(s), the Association, and the employee involved. Exceptions shall not be unreasonably withheld.

Section 10. Any employee who takes another position within the Plymouth-Canton Community Schools shall not continue to earn seniority in this bargaining group while in such position. If this person returns to this bargaining unit within one (1) year, he/she will receive only the seniority he/she accumulated up to the time of leaving this bargaining unit. When returning to the unit, this person shall be able to fill a vacancy where there are no bargaining unit member applicants or, if there are no vacancies, bump the least senior bargaining unit member.

Section 11. Employees awarded the position of Assistant Head Maintenance Custodian will be required to attend an accredited Low Pressure Boiler Operator's License class and receive a passing grade of a "C" or equivalent. The course must be completed within one (1) year of being awarded the position.

ARTICLE X

Holidays

Section 1. The Employer will pay eight (8) hours pay for the following holidays, even though no work is performed by the employee:

- a. Independence Day
- b. Labor Day
- c. Thanksgiving Day
- d. Day after Thanksgiving
- e. December 24
- f. December 25
- g. December 31
- h. January 1
- i. Good Friday
- j. Memorial Day
- k. Four personal holidays

(The fourth personal holiday may not be taken when school is in session, unless approved by the Assistant Superintendent of Administrative Services or his/her designee.)

Section 2. Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.

Section 3. If an employee is on vacation on any of the above named holidays, the Employer shall give an additional day off with pay for the holiday or eight (8) hours pay for the holiday.

Section 4. Employees off sick on the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay, except when they work on the holiday.

Section 5. Application for use of personal holidays or emergency closing day must be submitted and approved five (5) working days in advance of the day requested. Personal holidays cannot be taken in conjunction with vacation days or regularly scheduled holidays unless by specific arrangement with the approval from the Department of Maintenance and Custodial Operations.

Section 6. Holiday Eligibility

During the first month of employment, employees shall not be eligible for any paid holidays. During the second month of employment employees shall be eligible for one paid holiday. Upon completion of the second month of employment, employees shall be eligible for all paid holidays.

ARTICLE XI

Vacation and Bonus Vacation

Section 1. Vacation for employees covered by this Agreement shall be computed as follows:

Less than two (2) years on June 30 - One day per month to maximum of 10 days.

More than two (2) years but less than five (5) years on June 30 - 12 days.

More than five (5) years but less than ten (10) years on June 30 - 15 days.

More than ten (10) years but less than fifteen (15) years on June 30 - 17 days.

More than fifteen (15) years on June 30 - 20 days.

- Section 2.
- a. Vacations will, insofar as possible, be granted at times most desired by employees according to their seniority as follows: The Employer will designate how many people in each classification in each building shall be allowed off during one given period. Vacation requests shall be submitted during the last two weeks of February. The annual vacation schedule shall be posted prior to March 31. Choice of vacation shall be honored on a basis of seniority within a building classification unless otherwise agreed to by the Union. Unposted vacation time may be taken provided the Employer approves and there is no conflict with posted vacation time, except that only posted vacation time may be taken on the days preceding or following a paid holiday unless otherwise agreed to between the Board and the Union. Posted vacation time of an employee temporarily transferred for purpose of relief shall be honored.
 - b. Vacations may be taken in a period of consecutive days or split into one or more weeks.
 - c. Vacation earned in one fiscal year must be taken prior to the end of the following fiscal year. If a vacation is deferred at the request of the Board, the employee shall have the option of rescheduling the vacation or receiving payment in lieu of vacation time off.

Section 3. An employee who is separated from employment is entitled to a lump sum payment for the unused vacation standing to his/her credit on the date of separation.

Section 4. Employees having thirty-five (35) days of accumulative sick leave on December 31 may earn additional vacation days annually according to the following schedule:

<u>Days Absent During Fiscal Year</u>	<u>Number of Bonus Days</u>	<u>Off Schedule Money</u>
0 - 1	5	\$300
2	4	\$250
3	3	\$200
4	2	\$150
5	1	\$100

The off-schedule money for the above attendance will be paid by the first pay in April following the end of the calendar year calculations.

Section 5. Inasmuch as the number of days absent during the fiscal year for any reason affects bonus vacation, the number of days off for workers' compensation or a death in the family (Article XII, Section 4) upon request of the Maintenance-Custodial employees affected, will be reviewed by the Union Steward and the Assistant Superintendent of Administrative Services or his/her designee. A reasonable number of days to be granted will be deducted from accumulated sick leave but will not be charged against days absent in the fiscal year for determining bonus vacation days. Sick days and personal business days will be charged against bonus vacation days.

Section 6. All vacation and holiday pay will be paid at the rate that the employee is currently making with the exception of summer months when normal afternoon and midnight

shift employees working days for the summer will receive their shift premium for holiday and vacations occurring during the summer months.

ARTICLE XII

Sick Leave

Section 1. Each employee covered by this Agreement will be entitled to sick leave of one (1) working day with pay for each month of service, beginning with the first completed full calendar month and cumulative to 200 work days. Days earned beyond 200 will be held in a catastrophe bank.

Beginning with the 2004-2005 school year, each employee covered by this Agreement will contribute one (1) sick day from his/her personal sick bank to a common Catastrophic Bank and the district will contribute an equal number of days to this bank upon ratification of this agreement (2003-2006).

Days from this Catastrophic Bank will be available only for illness of the employee and will not apply to requests related to family illness, bereavement, etc. Requests will be considered for catastrophic illnesses of long-term nature for which the employee has applied to become eligible for long-term disability. The Catastrophic Bank will be used to supplement an employee's salary until he/she becomes eligible or is determined not eligible for long-term disability. Employees who carry short-term disability will have the Catastrophic Bank coverage prorated by the amount equal to the difference between short-term disability payments and the employee's salary, if the employee exercises a short-term disability claim. Other off-sets, such as a workers' compensation payment, will off-set the coverage from the Catastrophic Bank benefit. No employee shall receive more than 100% of his/her regular, base salary at the time the bank begins, including funds from all sources

A Catastrophic Bank Committee will govern the use of the bank. The committee will consist of two (2) individuals appointed by the Executive Director for Human Resources and two (2) individuals appointed by the Custodial-Maintenance Association President. The committee will convene whenever a request by an employee is made for use of days from the Bank. The request must be in writing by the employee to the Executive Director for Human Resources or his/her designee with a copy to the Association President. The committee will make its decision by vote and a majority of the committee must approve all use of the Bank days. The decision of the committee shall be final. If a circumstance in the employee's health changes, the committee shall reconvene to re-evaluate the request. If the employee is denied long-term disability, the use of the Catastrophic Bank will cease when the denial is known.

The committee will consider requests for use of the Bank provided that (1) the employee's personal sick bank, vacation days, bonus days, personal holidays, and the district's 30-day extension bank have been exhausted, and (2) the use of the Catastrophic Bank will be used to carry an employee to long-term disability and will cease when the employee becomes eligible for this benefit.

The Bank is not intended to remove the obligation that sick leave is to be used only as needed and that each employee must be accountable for the amount of sick time he/she may have accumulated.

- Section 2. Sick leave shall be granted to employees when they are incapacitated from the performance of their duties by sickness, pregnancy, injury or for medical, dental or optical examination or treatment. (Medical proof of illness may be required.) Sick leave shall also be granted when, through exposure to contagious disease, the presence of the employee at his/her employment position would jeopardize the health of others. To receive sick pay for medical, dental or optical examination or treatment, three (3) days notice of the appointment must be given except in the case of emergency.
- Section 3. a. Absence of seven (7) days or less resulting from a minor personal injury out of and in the course of employment with the Plymouth-Canton Community Schools shall be deducted from accumulated allowable days of absence. Days will be returned, if compensable, per the workers' compensation statute.
- b. Allowable days of absence shall be charged only for that portion in excess of the compensation payment until employee's sick leave bank is exhausted.
- Section 4. All employees covered by this Agreement may take up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean one (1) of the following: husband, wife, children, parents, brother, sister, grandparents, mother-in-law, father-in-law, grandchildren and any other relative or non-relative living and making their home in the household of the employee. Additional time off will be granted for necessary time to travel to distant states for funeral services providing said time is arranged for with the Department of Maintenance and Custodial Operations at least forty-eight (48) hours prior to the time taken (One day off for brother-in-law, sister-in-law, spouse's grandparents).
- Section 5. An employee who has exhausted all paid leave shall be able to borrow up to five (5) days from his/her next year's sick leave by applying in writing to the Executive Director for Human Resources or his/her designee. These days may be used one at a time or in any manner needed within the limits of the sick leave contract language. In order to qualify for this leave an employee shall have qualified for long-term disability (LTD) insurance or have had a major illness causing his/her sick leave and vacation days to be exhausted. The days borrowed will automatically be deducted from the next fiscal year's sick leave allowance. In case of termination of employment before the days have been deducted from the next year's allowance, all days must be repaid.
- Section 6. Records of sick leave accumulated and taken shall be available to the employee or the Union upon request.
- Section 7. All new employees, after successfully completing the probationary period and upon working their first day as permanent employee, shall have placed in their sick leave bank one (1) sick leave day for each month between that month and June of that fiscal year. All permanent employees, at the beginning of the fiscal year after working one (1) day, will have placed in their sick leave bank twelve (12) sick leave days. Time taken off during the probationary period will be deducted from the employee's pay.

Section 8. Personal Business Days

- a. From the sick leave allotment, employees may use up to three (3) personal business days, one of which may be an undeclared personal business day, per year. The following statements will act as guidelines for the local administrator in giving to the applicant for Personal Business Days.
- b. A personal business day can be granted but is not mandatory when there is:
 - (1) A religious holiday not identified in the Agreement.
 - (2) An appointment at a Federal, State or Local governmental office after normal channels have been exhausted.
 - (3) An involvement in a court of law.
 - (4) A convocation of honors assembly involving a member of the immediate family.
 - (5) An appointment to arrange a final settlement or financing the purchasing of a home.
 - (6) A need for being involved in moving from one home to another.
 - (7) A need to leave early to attend a conference or convention to which he/she is a delegate.
 - (8) An involvement in a wedding of a member of the immediate family.
 - (9) A desire to attend a funeral when it is not covered under the sick leave policy.
 - (10) A desire to be with a person who is ill and which is not covered under the sick leave policy.

The above is not an exhaustive list and items may be added during the school year by the consent of both parties.

- c. When there is a request for a personal business day or days as indicated in Article XII (7b), the administrator may grant any portion of the time under personal business which shall be charged against sick leave with the remaining portion being assumed by the applicant with loss of pay.
- d. Personal business days cannot be used for time immediately before or after an established holiday for additional vacation.
- e. The administrator may, in unusual circumstances, grant personal business time to a person when the applicant's request is not specifically covered by the listing. The administrator, using his/her best judgment will take into consideration such items as length of service, attendance, involvement in school activities and other factors which are pertinent to the case.
- f. Personal business days shall be requested at least one week in advance except in cases of emergency. Approval must be received before the employee takes the time off.
- g. Requests shall be made through the Department of Maintenance and Custodial Operations.

Section 9. In the event that it is necessary for an employee to be absent more than the accumulated days allowable, the employee shall be paid the difference between

his/her regular wages and those of anyone employed to substitute for him/her during his/her absence up to a maximum of thirty (30) days. The additional thirty (30) days shall not be cumulative. Absence beyond the additional thirty (30) days shall mean full loss of pay.

ARTICLE XIII

Leaves of Absence

Section 1. "Armed Forces" are defined to include the Army, Navy, Marine Corps, Air Force and Coast Guard. "Reserve components" are defined to include the federally recognized National Guard, Air Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve and the Coast Guard Reserve.

Section 2. a. Any employee of the Plymouth-Canton Board of Education covered by this Agreement who is a member of the National Guard or any reserve component of the Armed Forces of the United States will be entitled to a leave of absence without loss of time, vacation or sick or seniority time during which he/she is engaged in the performance of official duty or training in this State, or in the United States under competent orders. While on such leave he/she shall be paid an amount which when combined with his/her military pay would equal his/her regular salary not to exceed a total of ten (10) working days in any one calendar year.

b. To receive payment of salary, an employee must, prior to his/her leave, file with the Personnel Department a copy of official orders and upon return a certification from his/her commanding officer of performance of duty and a statement of service earnings.

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

Section 3. The Union shall be granted the use of ten (10) Union days per year for its use for attendance at the Representative Assemblies, conferences, conventions, workshops, and other functions mutually agreed to between the Union and the Employer.

Section 4. Seniority shall accumulate during all leaves of absence. At the end of a leave of absence of no longer than six months the employee will return to his/her former job and at his/her former rate of pay. For leaves longer than six months but less than one year, the employee will be returned to the first available position within his/her classification and shift or displace the employee with the least seniority within that classification and shift. Displaced employees will bump into the next lower classification utilizing the same procedure. The Employer reserves the right to fill the vacancy, for up to the six months the position is being held, with a substitute who will not be considered a member of the bargaining unit in accordance with Article XXV Section 3 (b). Employees have the option to pay hospitalization premiums or to terminate coverage during any leaves.

- Section 5. Notwithstanding other provisions of this Agreement any employee elected or appointed as an employee of the Union shall be granted a leave of absence without pay for the term of the election or appointment of his/her office or any extension thereof.
- Section 6. A seniority employee who, because of illness or accident which is non-compensable under the Michigan Workers' Compensation Law, if physically unable to report to work, shall be given a leave of absence without pay of benefits or loss of seniority for the duration of such disability; but not to exceed the length of his/her seniority or two years, whichever is the least. Applications for leave must be submitted one (1) week prior to the exhaustion of the employee's sick bank. Return to work shall be conditional upon a medical or osteopathic doctor's written notice that the employee is capable of performing his/her regular work assignment.
- Section 7. Leave of absence without pay or benefits or loss of seniority shall be granted seniority employees for reasonable periods not to exceed the length of seniority or one (1) year of time whichever is the least for physical or mental illness, in the immediate family which includes husband, wife, children or parents living in the same house, provided the employee properly notifies the Board of the necessity and provided further that he/she supplies the Board with a certificate as often as requested from the medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when requested by the Board.
- Section 8. Leaves of absence without pay or benefits or loss of seniority may be granted seniority employees after one (1) year of employment, for reasonable periods not to exceed one (1) year of time for training related to the employee's regular duties in an employer approved education institution.
- Section 9. A seniority employee shall be granted a pregnancy leave of absence without loss of seniority which shall not exceed twelve (12) months and provided, the employee shall immediately notify the Board of the pregnancy. The Board then may request periodic verification of the health of the employee in relation to the performance of the employee's normal job duties. When the medical verification of the physician on a form provided by the Board will not allow the employee to continue her normal job function because of such pregnancy, the employee shall then be granted a leave of absence for the duration of the pregnancy leave with all job and recall rights, and/or the employee may use all or any portion of her leave to recover from her own illness or disability, which shall include, in part, all disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
- Section 10. All requests for leaves of absence shall be in writing, stating the reason for request, giving the approximate length of leave requested, and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board.

ARTICLE XIV

Jury Duty - Subpoena as Witness

Recognizing it is the obligation of every citizen to serve as a juror when called upon to do so, an employee called for jury service or subpoenaed as a witness will be granted leave with full pay. However, the money earned as a juror, except the money received for mileage, shall be deducted

from the pay which would normally be earned while serving as a juror. This provision applying in the event the Employer was unable to obtain a waiver.

ARTICLE XV

Hours of Work

The regular work week for the employees covered by this Agreement shall consist of forty (40) hours, Monday through Friday, of eight (8) hours each. The eight (8) hour day for all personnel will include a thirty (30) minute lunch period at a time convenient to the Employer. Employees will not leave the building without notifying the building principal.

Section 1. Shifts will be scheduled as conditions warrant, one (1) week prior notice shall be given before changes are made except in emergency. Seniority in classification will be considered in determining shift assignment in each building or department.

Section 2. a. Time and one-half (1-1/2) will be paid for all time worked (except for in "c" below):

1. In excess of eight (8) hours in a twenty-four (24) hour period which begins with the start of the employee's regular or normally schedule shift;

2. All time worked in excess of forty (40) hours in one work week, for which overtime has not already been earned.

b. Double time will be paid for all overtime hours worked on Sunday.

c. Upon mutual agreement of the administration and the employee, compensatory time will be given in lieu of overtime pay. The rate of compensatory time will be the equivalent of overtime rate (1.5 for Saturdays and 2.0 for Sunday hours of release time for every overtime hour worked). The compensatory time cannot exceed 40 hours during a school year and must be used during the school year in which it is earned. It will not accumulate beyond June 30 of the year it is earned and if it is not used, it will be paid off in the last paycheck in June. Scheduling of the use of compensatory time will be on the same basis as vacation time but will be discouraged when school is in session.

Section 3. Whenever an employee is required to return to work after the completion of his/her regularly scheduled working hours, or is called on Saturday or Sunday, he/she shall receive pay for the actual time worked at his/her appropriate rate for a minimum of two (2) hours.

Time worked under this clause is not to be construed with hours worked prior to or after the termination of the shift when such hours are continuous. No employee shall be compensated for any time worked by being granted time off in place thereof.

a. The School Plant Engineer, or his/her employee designee, of each building of the School District where regular operational personnel are not assigned for regular Saturday, Sunday and holiday work will be paid time and one-half of the employee's rate for the following times:

Class C (Elementary) Schools	45 Minutes
Class B (Middle) Schools	60 Minutes
Class A (Central Middle & High School) Schools	1 Hr. 15 Minutes to 1 Hr. 30 Minutes

for each complete building check when assigned. Building checks shall be made between the hours of 6:00 A.M. and 8:00 P.M. on Saturdays, Sundays and holidays. It is highly recommended these checks need to be completed in a 24-hour time period.

- b. If during the building checks, it is found that emergency work must be performed which requires more than the time specified above, Article XV, Section 3 will apply. Accurate work time indicating the date, beginning time after the time specified above, the ending time, and the description of the work performed will be submitted in writing to the building principal for consideration by the building principal and the Assistant Superintendent of Administrative Services or his/her designee. (Emergency work is defined as work that cannot be left until the next regular work day.)
- c. Work assignments for split days off may be made in writing by mutual agreement between the employee and the Employer.

Section 4. Shift Differential

Employees, except for persons working as Assistant Head Maintenance Custodian (afternoons), who are regularly scheduled for four (4) or more hours of work between the hours of 3:00 p.m. and 11:00 p.m., will receive a shift differential of fifteen cents (\$.15) per hour for all hours worked that day. Employees who are regularly scheduled for work between 11:00 p.m. and 7:00 a.m., shall receive a shift differential of twenty-five cents (\$.25) per hour for eight (8) hours worked that day.

Section 5. Uniforms

- a. The District will allocate \$190.00 for the purchase and replacement of uniforms.
- b. Each employee can use the allowance for the purchase of new uniforms, shoes, boots, and/or seasonal outerwear as needed.
- c. Employees have the option of ordering pants, shirts, shoes, boots and outerwear that are needed through the sources provided by the Central Maintenance Department. Employees must maintain a clean and appropriate uniform during the working hours only.
- d. The Board will provide order forms with sizes, colors, material and lettering available, along with prices. The orders will be placed through Central Maintenance by June 30th of each year and will be delivered prior to the beginning of each school year.
- e. Part-time employees shall receive a prorated amount of this benefit. Regular employees who are placed on Workers' Compensation for a period of time in excess of thirty (30) calendar days shall receive a prorated amount of this

benefit. The difference between uniforms purchased and the \$190.00 will be payable on or before June 30th of the following year.

- f. The allowance will be prorated upon hiring and termination.

Section 6. Retirement Allowance

In appreciation for services to the School District a retirement payment of \$100 for each year of service (up to 30 years of service) with the Plymouth-Canton Community Schools shall be paid to a current, regular employee upon retirement, provided the employee meets all of the following requirements:

1. At least 10 continuous years of employment in the district as a regular employee.
2. Eligibility for retirement under the Michigan Public Schools Employees Retirement System (MPERS)
3. Application submitted to MPERS for retirement.

Payment will be made upon receipt of evidence that application has been made with reasonable assurance that the retiring employee qualifies.

Any employee who leaves the district's employment and defers retirement under MPERS shall not be eligible to receive this retirement allowance.

Section 7. Longevity

Continued service in this unit with the School District will be acknowledged by the payment of the following lump sum longevity bonus as an adjustment to hourly wage on the employee's anniversary date:

5 to 9 years	- \$355	15 to 19 years	- \$555
10 to 14 years	- \$455	20 to 24 years	- \$655
		25 years and up	- \$755

Section 8. Emergency School Closing

Whenever there is a school closing involving both staff and students, bargaining unit members who are required to report shall be given compensatory time.

ARTICLE XVI

Distribution of Overtime

Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work.

ARTICLE XVII

Insurance Protection

Health Insurance

The Plymouth-Canton Community Schools agrees to pay, for all regular employees working 30 or more hours per week, the subsidy payments for the Blue Cross Blue Shield Community Blue PPO. The Board shall determine the provider and the third party administrator. The Board reserves the right to bid and name the carrier for any portion of the plan, including the \$15.00 generic and \$30.00 brand-name prescription co-pay. Contraceptives coverage will be added to the prescription drug plan, and the lifetime maximum for Blue Cross Blue Shield Community Blue PPO will be \$5,000,000. Out-of-network services will be subject to a \$100 per person/\$200 per family annual deductible.

The District maintains the right to change insurance carriers if the same benefits are provided.

Bariatric Surgery – In-Network Limitation

Upon ratification, effective the 2005/06 school year, bariatric surgery including any surgical treatment and/or follow-up treatment for morbid obesity, will be paid for only when obtained from in-network providers and in-network facilities.

Cash In Lieu Of Health Insurance

Any employee who is eligible for health insurance and chooses not take it will receive instead a lump sum payment of \$480. The employee remains eligible for all other insurance coverage: dental, vision, LTD and life.

Employees may opt in or out of health insurance annually during the open enrollment period.

The cash in lieu of health insurance benefit will be prorated for new employees starting after July 1 and for employees who leave the district before the end of June. For current employees as of the date of ratification, this benefit will not be prorated for 2005-06.

Employees must show proof of coverage by another health plan in order to be eligible for cash in lieu of health insurance. Employees who have selected cash in lieu of health insurance will be able to obtain coverage if they lose their other coverage.

The payment will be made in the last pay in July.

Flexible Spending Account

A Flexible Spending Account for employee contributions will be established to include medically related expenses and dependent care expenses in accordance with I.R.S. regulations.

Life Insurance

The School District agrees to pay the premium for \$40,000 term life insurance which will include the right of conversion for all regular full-time Custodial-Maintenance employees during their employment with the Plymouth-Canton Community Schools. The program is effective for all regular full-time Custodial-Maintenance employees who have completed their probationary period.

Dental Insurance

The Board shall pay the premium for Dental Insurance (Internal & External COB), for all regular full-time Maintenance-Custodial employees who have completed their probationary

period, substantially equivalent to the level of coverage of the Delta 90/90/90 plan with "suffixing" which provides a \$1,500 maximum for basic and major coverage and an \$1,000 life time maximum for orthodontic coverage.

Vision Insurance

The Board agrees to provide vision care coverage to employees (Internal and External Coordination of Benefits) to all regular full-time employees who have completed their probationary period. Coverage is as follows:

- a. \$75 for exams
- b. \$75 for frames
- c. \$100 for single lenses
- d. \$100 for bifocal lenses
- e. \$125 for trifocal lenses
- f. \$125 for lenticular lenses
- g. \$150 for contact lenses

Disability Coverage

The Employer agrees to pay the premium for long-term disability benefits to all regular employees who have completed their probationary period. The LTD plan shall provide for a ninety (90) calendar day waiting period and shall pay 66 2/3% of salary to a maximum of \$2,500 per month. This change to the LTD shall be subject to the terms and conditions of the carrier and does not waive the at-work requirement for an employee to receive the increase in this benefit.

ARTICLE XVIII

Health, Safety and Training

The Board will continue to take all reasonable precautions to safeguard the health and safety of its employees during their regular hours of work.

Section 1. a. It is recognized:

- 1. That periodic training sessions, on a released time basis, will be conducted during the school work day.
- 2. Attendance will be mandatory for those designated employees.
- 3. Does not govern contract language pertaining to promotion and transfers.

Section 2. a. The Employer agrees to provide Boiler Operator classes through Community Education for all employees required to attend.

- b. Wages will be paid to all those attending the classes at the hourly rate; or by released time, if the classes are run during the work shift.
- c. The Employer will reimburse those employees who are required to secure a Boiler Operator License for the test fee and necessary mileage at the IRS rate.
- d. The Board shall reimburse employees for license and renewal fees if it is required for the position.

During the term of this contract, a committee composed of two (2) members of the Union and two (2) members of Administration will meet for the purpose of exploring the feasibility of establishing an upgrade program.

ARTICLE XIX

Strikes and Lockouts

- Section 1. The Union agrees that during the entire life of this Agreement that there shall be no sanctioned or condoned strikes, sit-downs, stay-ins, slowdowns or work interference or curtailments of any kind for any reason.
- Section 2. The Union further agrees it will take action to prevent or stop unauthorized strikes, sit-downs, stay-ins, slowdowns, picketing or work interference curtailments of any kind by notifying the employees.
- Section 3. All shop stewards and officers of the Union shall take action to try to prevent any wildcat strikes, sit-downs, stay-ins, slowdowns, picketing or work interference or curtailments of any kind.
- Section 4. The District shall have the right to discipline (including discharge) any or all employees who violate this Article, providing the Union reserves the right to file a grievance as to whether the employee was involved in said action.
- Section 5. The Board agrees that during the life of this Agreement there shall be no lockout and insofar as may be permitted by law the Board hereby waives any right that it may have to sue the Local Union or MEA/NEA with which it is affiliated for damage resulting from unauthorized work stoppages.

ARTICLE XX

Subcontracting and Technological Changes

No work which is normally or customarily performed by employees in job classifications covered by this Agreement shall be subcontracted by the Board to any outside source or agency for the purpose of eliminating present employees. However, it is agreed that the Board shall be free to use all labor saving devices and labor-saving equipment that will be to the best interest of the Board.

ARTICLE XXI

New Jobs

The Employer shall have the right to establish, evaluate, change and declare jobs obsolete, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When the new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Employer has the right to develop and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect. Whenever a new job is made operational, the Employer shall establish the job description.

The Employer will notify the Union of such new or changed jobs.

ARTICLE XXII

Work Rules or Regulations

The Plymouth-Canton Board of Education may establish necessary work rules and regulations, however, should the Union object to any rule or regulations, it may resort to the grievance procedure outlined in this Agreement.

ARTICLE XXIII

Visitation

Section 1. After presentation of proper credentials, to the principal's office, officers or accredited representatives of the Union shall (upon request by the Union), be admitted into the buildings of the School District during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances.

Section 2. Stewards

- a. Employees may be represented by one steward and a designated alternate steward or both, whose identity shall be made known to the Department of Maintenance and Custodial Operations.
- b. The Steward, during his/her working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with his/her supervisors. This privilege shall not be abused.
- c. Any new employee shall be introduced to the Steward and added to the Steward's record or the Steward shall be supplied the following information within the employee's first week of employment: name, address, Social Security number, classification and assignment.

ARTICLE XXIV

Scope, Waiver and Alteration of Agreement

Section 1. No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Plymouth-Canton Board of Education and in no case shall it be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3. It is understood and agreed that if any part of this Agreement is in conflict with mandatory Federal or State laws, that such part shall be suspended and the appropriate mandatory provisions shall prevail and the remainder of this Agreement shall not be affected hereby.

Section 4. Nothing contained within this contract shall be construed to deny or restrict an employee in any rights he/she may have under State law, Federal law, or other

applicable regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE XXV

Classification

Section 1. The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth in Appendix A attached hereto and made a part hereof by reference.

Section 2. For interpretation of Appendix A, schools shall be classified as follows as regards to Head Maintenance Assistant and Assistant Head Maintenance Custodian (Afternoons):

- Class A - Schools with square footage over 180,000 sq. ft.
- Class B - Schools with more than 75,000 but less than 180,000 sq. ft.
- Class C - Schools with more than 10,000 but less than 75,000 sq. ft.

Section 3. Employee Status Definitions

- a. Substitute - An employee, regardless of age, who works on an as-needed basis with no specific or projected schedule and receives substitute rate with no fringe benefits.
- b. Temporary - An employee, who is hired for a specific duration, not to exceed sixty (60) work days, (except when used to hold a position open for a bargaining unit member on a leave of absence of six (6) months or less, per Article XIII Section 4), and works on a regular schedule and receives substitute rate with no fringe benefits. If the temporary is continued without break into regular employment, seniority shall begin as of date of hire as a temporary. Fringes and rate shall begin as of date of regular employment.

ARTICLE XXVI

Termination and Modification

Section 1. This Agreement shall continue in full force and effect until June 30, 2010. For the 2009-10 school year, both parties agree to negotiate total compensation (wages and benefits) and up to two issues from each party.

Section 2. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same, prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year of termination.

Section 3. If either party desires to modify or change this Agreement it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by

either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 4. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, Plymouth-Canton Custodial and Maintenance Employees, MEA/NEA Local #1, 40500 Ann Arbor Road, Suite 100, Plymouth, Michigan 48170 and if to the Employer, addressed to Plymouth-Canton Community Schools Board of Education, 454 South Harvey Street, Plymouth, Michigan 48170, or to any other such address the Union or the Employer may make available to each other.


Section 5. The effective date of this Agreement is July 1, 2008

Section 6. Copies of this Agreement entitled "Contractual Agreement Between Plymouth-Canton Community School District and the Plymouth-Canton Custodial and Maintenance Employees, MEA/NEA Local #1," shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereinafter employed.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed.

PLYMOUTH-CANTON CUSTODIAL/
MAINTENANCE MEA/NEA LOCAL #1

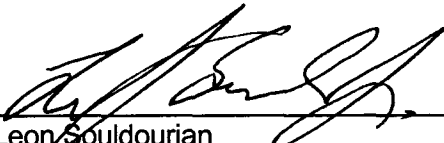
PLYMOUTH-CANTON COMMUNITY
SCHOOLS BOARD OF EDUCATION



Jim Angel
Chief Negotiator



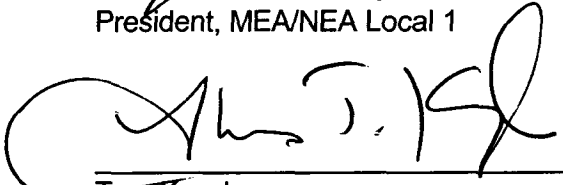
Judy Mardigian
President, Board of Education



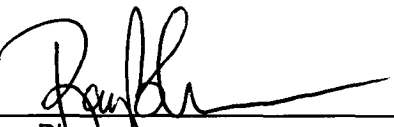
Leon Souldourian
President, MEA/NEA Local 1



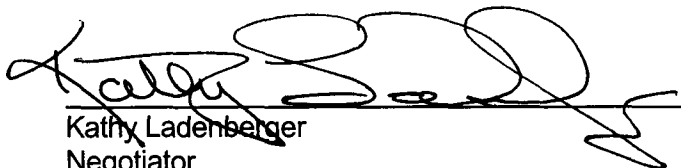
Thomas Wysocki
Secretary, Board of Education




Tom Konyha
Negotiator



Ray Bihun
Executive Director for Human Resources



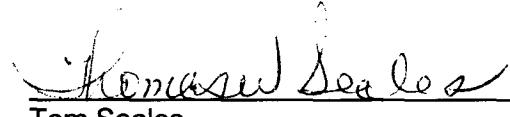
Kathy Ladenberger
Negotiator



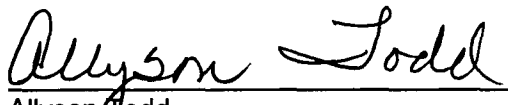
Barbara Berry
Director of Human Resources



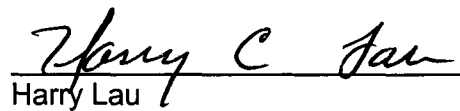
James McMullen
Negotiator



Tom Seales
Assistant Director of Maintenance



Allyson Todd
Negotiator



Harry Lau
Supervisor of Custodial Operations

APPENDIX A

WAGES

- A. For the 2008-2009 school year, a 1.00% salary increase will be given on each step (1 through 5) of the 2007-08 salary schedule.

Wages shall be retroactive to July 1, 2008 for all employees on payroll as of the date of ratification of both parties of this settlement.

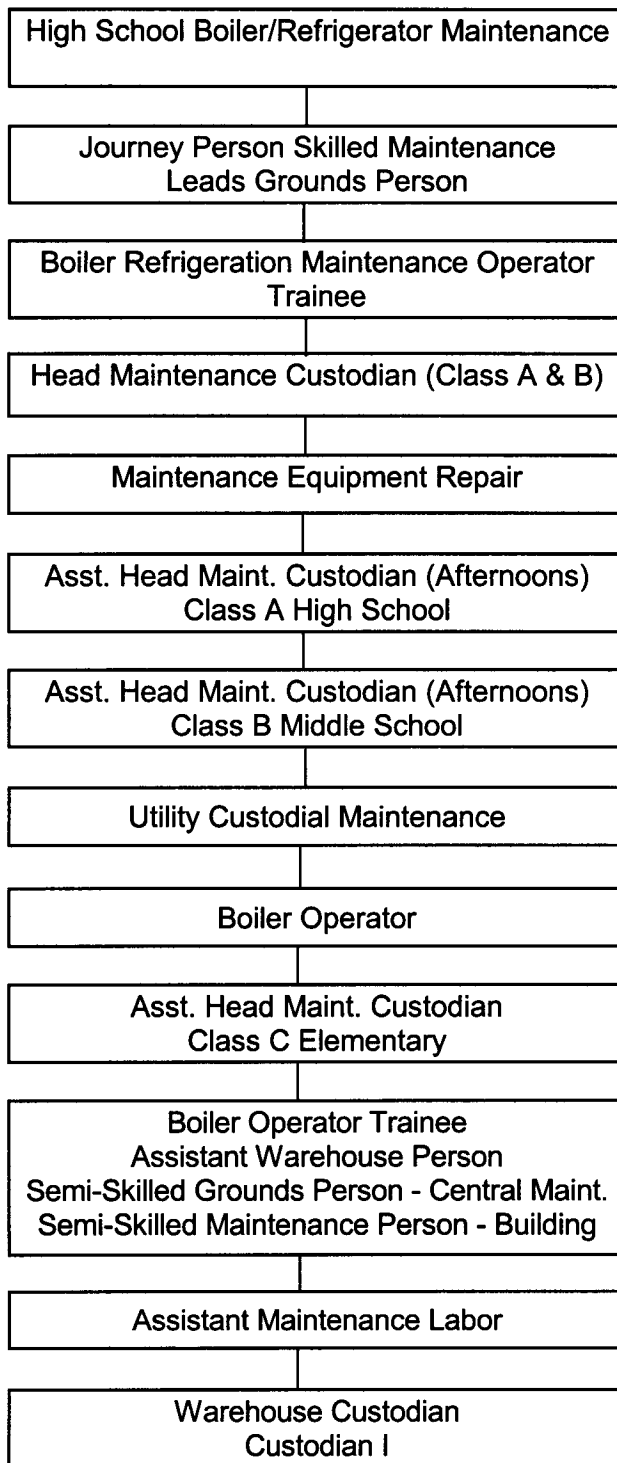
- B. For the 2008-09 school year each non-probationary bargaining unit employee on payroll on December 1, 2008 will receive a lump sum one-time only stipend of \$200.00 in the first pay in December, 2009. This payment is paid based upon the prior year's employment. This will be prorated if someone is employed for less than the full school year.

2008/09 CUSTODIAL/MAINTENANCE SALARY SCHEDULE B
1% increase at each step

STEP	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Assistant Head Maintenance Custodian					
Afternoon (Shift premium included in Hourly Rate)					
Class A - High School	15.04	15.88	16.73	17.73	19.49
Class B - Middle School	14.78	15.58	16.39	17.34	19.04
Class C - Elementary School	14.33	15.10	15.89	16.74	18.26
Boiler Refrigeration Maintenance Operator	17.59	18.56	19.56	20.15	21.63
Head Maintenance Custodian - High School	16.14	16.99	17.27	19.09	20.45
Journey person - Skilled Maintenance	17.59	18.56	19.56	20.15	21.63
Lead Groundsperson	17.59	18.56	19.56	20.15	21.63
Maintenance Equipment Repair	15.81	16.69	17.58	18.32	19.81
Boiler Refrigeration Maintenance Oper Trnee	15.70	16.59	17.43	18.33	20.01
Boiler Operator	14.59	15.44	16.24	16.94	18.31
Boiler Operator Trainee	14.37	15.16	15.97	16.70	18.14
Central Maintenance - Semi-Skilled - Grounds	14.37	15.16	15.97	16.70	18.14
Assistant Maintenance - Labor	13.84	14.62	15.42	16.14	17.55
Custodian	12.58	13.28	13.98	15.03	16.73
Utility - Custodial/Maintenance	14.33	15.10	15.89	17.04	18.89
Assistant Warehouseperson	13.84	14.62	15.42	16.70	18.14
Warehouse Custodian	12.57	13.29	13.98	15.03	16.73

APPENDIX B

Promotional Series



MEMORANDUM OF AGREEMENT
BETWEEN THE
PLYMOUTH-CANTON BOARD OF EDUCATION
AND
CUSTODIAL MAINTENANCE EMPLOYEES (Local 1)

It is hereby agreed by and between the parties as follows:

1. A training committee will be composed of two (2) representatives selected by the Association and two (2) representatives selected by the Assistant Superintendent for Employee Relations and Personnel.
2. The purpose of this committee will be to develop and implement a training program for custodial/maintenance employees seeking promotion into higher classification. This will require a) identification of standards and requirements for each position, consistent with and not superseding Article XXI, b) appropriate training for employees to qualify for the promotional positions, c) develop a skills assessment program for determining qualifications of applicants who apply for posted positions and d) a schedule of training sessions over the course of the year.
3. Employees will be provided with a copy of the training schedule for the year. Training will be held for each class at least two times per year. Any changes to the training schedule for the year, including additions and deletions to the schedule, will be communicated to each employee at least two (2) weeks prior to the change.
4. The committee will determine the trainers, who will be paid for the training they provide. Up to \$5,000 will be allocated, each year of this Memorandum of Agreement is in effect, to the committee for payment to trainers only and may not be used for any other purpose.
5. Training will be voluntary and will be provided at no cost to the employee. Employees who wish to take the training. Will be allowed to do so during the scheduled times which will be during the employee's work time unless indicated otherwise. No employee will be paid overtime for attending the training sessions unless required by the FLSA.
6. In order to be considered as having met the training requirement for each class, a skills review segment will be included as part of the training.
7. The decision making model of this committee, except for 2 a above, is by simple majority (three members must agree) and the decision of the committee will be final and not grievable.
8. The Committee will be notified of new positions and changes in qualification of current positions in order to prepare the training component for that new or modified position.
9. Requirements for buildings and grounds semi-skilled positions will include heavy equipment and irrigation training.

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