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LAKESHORE PUBLIC SCHOOLS
CUSTODIAL/MAINTENANCE MASTER AGREEMENT

PREAMBLE; For the purpose of establishing satisfactory and cordial relations between the Lakeshore Public Schools and the custodial/maintenance/mechanical employees and realizing that the needs of the school/community are best served through cooperative efforts of both employer and employee, this agreement is entered into this ___ day of August 2005.

I. RECOGNITION

- A. The Board of Education hereby recognizes the Lakeshore Custodial and Maintenance Organization as the exclusive bargaining agent of the full time hourly classified custodial, maintenance, and mechanical employees of the Lakeshore Public Schools, excluding all part-time, substitute, casual, salaried and supervisory personnel.
- B. For the purpose of this agreement, full time shall mean employment for fifty-two (52) weeks per year with at least thirty (30) hours per week minimum.

II. HOURS OF WORK

The workday shall consist of eight (8) hours and the work week shall consist of forty (40) hours, five consecutive days; Monday through Friday, both days inclusive.

On a voluntary basis, employees may agree with the Maintenance Supervisor to work a schedule that is other than Monday-Friday. For purposes of calculating 40 hours for overtime, the work week shall be defined as Sunday through Saturday. Time and one-half (1 1/2) shall be paid for all hours worked in excess of eight (8) hours in any one day, or forty (40) hours in any one week. All excess hours shall have prior approval of the Maintenance/Transportation Supervisor. Double time (2X) shall be paid for all hours worked on Sundays. All Sunday work shall have approval of the Maintenance/Transportation Supervisor. R: 8/05

- A. Shift beginning and ending times will be determined at the discretion of the Maintenance/Transportation Supervisor to meet the requirements of the educational and maintenance program. N: 8/82
- B. Any employee called to work outside his/her normal shift shall be paid a minimum of two (2) hours or the actual time worked whichever is greater. This will be paid at the regular rate of pay unless it results in more than eight (8) hours in one day or forty (40) hours in a week which will then result in overtime pay of time and one half. N:86, R:93, 02
- C. All shifts shall include a designated time for the following:
1. One thirty (30) minute unpaid meal break for all day shift employees. Night shift employees shall be allowed thirty (30) minutes paid meal break. Employees shall be relieved of any duties during unpaid meal breaks. During paid meal breaks, employees remain on duty. R: 8/05

2. Two (2) 10 minute paid rest breaks.

III. PAID HOLIDAYS

The following days shall be observed as paid holidays regardless of the day of the week in which the holiday falls; New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, The Friday after Thanksgiving, the day before Christmas, Christmas Day and the day before New Years Day (provided the employee has worked the work day before and the work day after the holiday). In addition, the Friday before Labor Day and Great Americans Day shall also be paid holidays provided that neither teaching staff nor students are in attendance). Approved paid leave counts as a day worked for purposes of this article. R: 6/99; 8/05

- A. If the holiday falls on Saturday, Friday is to be taken as the holiday. If it falls on Sunday, Monday is to be taken as the holiday. If students are present on the substituted Friday or Monday then the employer will select the day.
- B. If Christmas Day falls on a weekend, two (2) days shall be paid: Monday & Tuesday, Thursday & Friday, or Friday and Monday. N: 6/87

IV. VACATIONS

For vacation purposes, employment time is considered by the fiscal year, July 1 - June 30.

- A. An employee will earn vacation time at the rate of one (1) day per three months during the first year of employment. Beginning with the thirteenth month of employment, the employee will earn vacation time at the rate of one day per month to a maximum of ten days per fiscal year. All vacation time will be granted by the fiscal year. Anniversary year will be converted to fiscal year during the second year of employment. R: 6/85
- B. An employee completing six (6) full years of service will receive an additional day of vacation each year through fifteen (15) years total service for a maximum of twenty (20) days vacation per year. These additional days must be taken during the months of September through May or at the discretion of the supervisor. This provision is effective July 1, 1978 and is non-retroactive. R: 6/78; 6/85
- C. All accrued vacation shall be paid to the employee by the employer upon termination of employment, provided that a minimum of two weeks notice is given of any intent to quit. R: 5/80
- D. All vacation requests must be submitted in writing, no earlier than eight (8) months in advance of the requested leave date, to the Maintenance/Transportation Supervisor who in turn will submit it to the Chief Financial Officer for final approval. R: 6/85, 7/90, 6/93

- E. Vacations may be taken during the year as earned, or the following fiscal year. If not taken before the end of the following fiscal year, accrued vacation will be lost. This does not apply if an individual is on a medical leave during the last quarter of the fiscal year. In such instances the carryover of vacation time will be arranged between the employee and the Chief Financial Officer or his/her designee. R: 6/85, 6/99

V. WAGE PROVISIONS

- A. The wage schedule shall be a part of this agreement titled Schedule "W" and attached hereto.
- B. Experience credit on the wage schedule shall be recognized on the employee anniversary date of the employee. N: 1/81
- C. In the event of a reduction in staff, that forces an employee to change classifications, individual pay rates will be frozen pending the normal schedule increases in the employee's new classification. This does not apply to disciplinary transfers or demotions. N: 6/85, R: 6/93

VI. SENIORITY

Seniority shall accrue from the most recent day the employee began work for the employer within the Custodial/Maintenance classification. For probationary employees (first 90 days of employment) there shall not be any seniority accrued until the 91st day at which time seniority shall be retroactive to the first day of employment. N: 9/2/98 All employees will be laid off according to the seniority they hold with the school system, and they will be recalled in the reverse order, provided that they have the ability to perform the job. The employee with the least seniority will be the first laid off and the last to be recalled. Seniority shall be lost for the following reasons:

- A. The employee voluntarily quits;
- B. The employee is discharged for a just cause;
- C. The employee is laid off for one (1) year, or a length of time equal to his seniority whichever is the greater;
- D. The employee does not report for work on a callback within five (5) working days after being notified.

VII. DISCIPLINARY ACTION AND DISCHARGE R: 8/82

The Board through its designee(s) reserves the right to issue discipline, transfer, demotion, or dismissal as deemed appropriate for the offense.

- A. Disciplinary action may include any of the following deemed appropriate for the offense:
 - 3. Verbal warning;
 - 4. Written warning;

5. Suspension without pay;
 6. Termination of employment.
- B. The first 90 calendar days of employment for all employees shall be considered a probationary period. Within these 90 days the maintenance supervisor will review the individual's performance to determine the probationary employee's eligibility for continued employment. Employees who have completed their probationary period shall be discharged for a just cause only. R: 6/86, 6/99
- C. The supervisor shall request the presence of a representative from the Custodial/Maintenance Organization when disciplining or reprimanding a member, unless the member objects in writing to the presence of a representative. N: 2002
- D. An employee who has been disciplined may request a review, by the Chief Financial Officer of the supervisor's disciplinary action. This review may only be requested after the supervisor and the employee have held a thorough discussion concerning the discipline. R: 2002
7. Review must be requested within two days of the action. A meeting shall be held at the earliest convenience of the parties involved.
 8. The Chief Financial Officer will reply at the meeting or no later than five (5) working days after the meeting. R: 2002

VIII. JOB POSTING

- E. A vacancy shall be defined as a newly created position or a present position that becomes vacant by reason of the permanent separation (by resignation, death, or discharge) of the employee formerly in said position. No vacancy shall exist for purposes of this article unless and until the Board shall determine to fill the position. N: 6/93
- F. Vacancies shall be filled with the most senior, qualified applicant. If no current non-probationary employees are deemed qualified for the vacancy, the Board retains the right to hire a qualified person from outside the bargaining unit. It is understood that a probationary employee, as defined in Section VI, may apply for but not bid on the vacancy. N: 6/93 R: 9/98
- G. Postings shall contain: 1) Classification; 2) Shift hours; 3) Building or site location; 4) Estimated starting date; 5) Required and preferred qualifications; 6) Date of posting. N: 6/93
- H. To apply for a posted position, the employee shall, in writing, submit the following to the Chief Financial Officer before the expiration date of the posting: 1) Job classification; 2) Building or site location; 3) Shift hours; 4) Current date; 5) Applicant name; 6) Signature. N: 6/93

- I. In the event of a promotion or transfer from one classification to another within the custodial/maintenance group, the employee shall be given a sixty (60) calendar day trial period to demonstrate his/her ability to perform the new job. If the employee does not meet the required performance standards of the new position, he/she shall be returned to the former position or another position for which he/she is qualified. N: 6/93
- J. One vacancy resulting from the transfer or promotion of an employee shall be posted for two (2) days.

IX. PAID LEAVES OF ABSENCE

The following paid leaves of absence are available to all employees of the bargaining unit who have completed their initial ninety (90) calendar day probationary period. N: 6/86

- A. An employee shall be granted twelve (12) days per year sick leave for use when absent because of personal illness or injury. These days are earned at the rate of one (1) day per month during the first year of employment and up to the following July 1. On July 1 of that year and every year thereafter the employee shall be credited with twelve (12) days sick leave. If an employee is sick for more than three (3) consecutive days a doctor's statement will be required. Said sick leave is cumulative to one hundred twenty (120) days. A report of sick leave accumulation will be given to the employee at least annually. R: 5/80, 1/84, 6/85, 6/93, 6/96, 6/99, 8/05
- B. An employee shall be allowed up to three days per year for illness in the immediate family. Such leave shall be deducted from sick leave (A. above). N: 1/84
- C. An employee will be allowed three (3) days off with pay (not deducted from sick leave) in the event of the death of a member of the employee's immediate family: present spouse, parent, child, brother, sister or grandchild. Two (2) days (not deducted from sick leave) will be allowed for parent-in-law, son or daughter-in-law, sister or brother-in-law or employee's grandparent. Allowances for in-laws apply to the families of the present spouse only. Special consideration may be given in case of long distance travel. Additional days may be allowed upon application to the Assistant Superintendent. Any additional days that are approved shall be deducted from sick leave. An absence report must be filed with the Supervisor immediately upon return. R: 8/82, 6/86, 6/93, 6/99
- D. Each employee shall be granted two (2) days per year to be used for personal business. Such leave shall be used for urgent personal business, which cannot be conducted outside normal work hours. N: 7/90
 - 1. Such leave shall not be granted for the first or last day of the student year, nor on the first scheduled workday preceding or following a vacation leave or holiday. N: 7/90
 - 2. Employees desiring to use such leave shall submit their request in

writing at least five (5) days in advance of the anticipated absence for approval, except in case of emergency. N: 7/90

3. Such leave shall not accumulate and shall be deducted from earned sick leave. N: 7/90
- E. Worker's compensation benefits, if received, may be integrated as part of the daily salary. If integrated, one third (1/3) of a day of sick leave will be deducted for each day of worker's compensation received. To participate in this section, the employee shall pay to the Board an amount equal to the worker's compensation received, and he/she shall receive in return pay for all regular hours worked excluding overtime hours. N: 6/93, R: 2002
- F. An employee may be excused from work for jury duty. The Board of Education will pay the difference between the employee's regular salary and that received as pay for jury duty. If the employee is excused early from duty at court, he/she is expected to return to work for the balance of the workday.

X. UNPAID LEAVES OF ABSENCE

- A. Temporary leave, not to exceed ten (10) working days per fiscal year without pay may be granted for personal reasons upon approval by the Maintenance/Supervisor and the Chief Financial Officer. Such a request must be made in writing. R: 5/80
- B. When an employee has exhausted all combined sick leave benefits and FMLA entitlement as provided in Section C below, he/she shall be placed on an unpaid medical leave of absence for up to the balance of the current school year. Benefits and seniority do not accrue during such leave. The employee may continue insurance benefits at his/her own expense. Extensions of medical leaves of absence may be granted for one (1) additional year, except in the case of a work-related injury. Leaves for work-related injuries may be extended for a longer period of time. Work-related injury leaves for more than one (1) year must be applied for on an annual basis. N: 1/84; R: 6/93; R: 7/03
- C. Family Medical Leave (FMLA). Employees who have worked a minimum of 1,250 hours during the previous twelve (12) months are eligible for unpaid leave according to the provisions of the Family Medical Leave Act. The Board shall provide up to 12 weeks of unpaid leave per 12 months. FMLA unpaid leave shall be granted for any of the reasons defined by the Family Medical Leave Act. All eligible and allowable paid leave may be used prior to beginning FMLA Leave. (FMLA leave and paid leave do not run concurrently.) Health insurance benefits provided by the Board shall continue during the FMLA unpaid leave. N: 2002; R: 7/03

XI. MEDICAL EXAMINATION

For the protection of the children, the employee, and the employer, a physical examination will be required for employment. Cost of the examination will be paid by the employer. The examining physician will be selected or designated by the Board. Hepatitis B vaccinations will be given at the employer's expense.

XII. MILEAGE

When an employee is required by the supervisor to use his own automobile for school business, he will be paid the rate as established by the IRS for the prior calendar year. Subsequent adjustments (if applicable) shall occur on each January 1 thereafter. (Note: Supervisors are to schedule school vehicles for this purpose whenever possible). R: 8/82, 6/86, 7/90, 6/93, 6/99

XIII. INSURANCE PROGRAM:

- D. The Board agrees to provide full family health insurance coverage through SET, Inc. or, by mutual agreement, other carriers not to exceed the employer's share of premiums listed below for all full time employees not covered under similar plans elsewhere. Persons not enrolled for health/hospital coverage may select cash in lieu of medical coverage up to a limit of \$180 per month. R: 7/90, 6/93, 6/99, 6/02, 7/03

Each custodian/maintenance employee working more than 35 hours per week shall be eligible to participate in the Lakeshore Public Schools Employee Benefit Plan, an IRS Section 125 Cafeteria Plan. Employees may elect medical coverage provided that they are not covered by a similar plan elsewhere. Under the Employee Benefits Plan, employees may select one of two or more types of medical coverage or the employee may elect to waive medical coverage and select cash (which may be deposited in a tax sheltered annuity) in lieu of medical: (R: 8/05)

- 1. Medical Plan A – SET Ultra Med Preferred Plan I
- 2. Medical Plan B – Community Blue Standard Plan I
- 3. Cash (which may be deposited in a tax sheltered annuity) in lieu of medical coverage.

Annually, the exact nature of coverage offered under Medical Plan A or Medical Plan B will be reevaluated. For the 2005-2006 fiscal year, the following coverages apply:

	In-Network Annual Deductible	Out-of-Network Annual Deductible	Rx Co-pay
Medical Plan A	- 0 -	\$250/\$500	\$10/\$40
Medical Plan B	- 0 -	\$250/\$500	\$10/\$40

- 1. The Board shall not be responsible for health insurance coverage for any time the employee is not actually enrolled for coverage by the carrier.
- 2. The following contribution rates shall apply if the employee selects one

of the three benefits:

	Effective 7/1/2005 Monthly Payment <u>EMPLOYER Pays</u> (Not to Exceed)	Effective 7/1/2005 Monthly Payment <u>Employee Pays</u>
<u>Medical Plan A</u>		
Single	394.43	19.54
Employee + One Dependent	826.20	94.40
Full Family	971.08	162.88
<u>Medical Plan B:</u>		
Single	391.55	- 0 -
Employee + One Dependent	826.20	44.43
Full Family	971.08	101.07
Cash in lieu of medical:	180.00	- 0 -

3. Annually, employees may elect to pay for the employee's share of monthly premiums pre-tax by electing a salary reduction via the Employee Benefit Plan.

(Note: Beginning July 1, 2004, annual premium increases paid by the Board will be capped at 6.35 % increase, plus or minus the % change in the previous year's state retirement rate.) N: 6/99; R: 7/03

The coverages listed above apply unless changes are made to coverages through a committee process in order to lower the monthly payment the employee pays.
N:02

- E. The Board shall provide full family vision care insurance under terms of the MASB SET ULTRAVISION BASIC PLAN, a comparable plan through other carriers or self funded plan as described herein: R: 6/86

1. Examinations	\$16.00 (one time per person per 12 months)
2. Regular lenses	\$21.00
3. Bifocal lenses	\$24.00
4. Trifocal lenses	\$30.00
5. Lenticular	\$36.00
6. Frames	\$ 9.00
7. Contacts	\$50.00

The above coverages and amounts refer to provisions of the SET Vision Care Plan. The material is presented as a matter of general information only. The contents are not to be accepted or construed as a substitute for the provisions of the Master Policy issued by the carrier. N: 8.82, R: 6/86

- F. The Board shall provide full family coverage through the MASB SET Ultradent, a comparable plan or self-funded Dentistry plan under the terms now in effect. R:6/86

- G. Each employee shall be provided \$15,000.00 face value term life insurance through a carrier determined by the Board. N: 6/86, R: 6/87, 6/89
- H. The Board shall not be responsible for any of the above coverages during any period that the employee is not actually enrolled for coverage with the carrier.
- I. Probationary employees shall reimburse the Board for the cost of all insurance coverage provided in this article if employee quits during the first ninety (90) calendar days of employment. Provided all paper work is completed in a timely manner, coverage for new employees will commence on the first of the month following the month of employment. All policies above are terminated on the last day of the calendar month the month an employee terminates employment. R: 6/86, 8/05
- J. Additional benefits available through MASB SET, Inc. may be purchased through payroll deduction according to the established procedures of MASB SET and the Board of Education. R: 1/81

XIV. SEVERANCE

Employees with a minimum of ten (10) years full time experience with the Lakeshore Public Schools, will receive one hundred (\$100.00) dollars per year severance pay to a maximum of two thousand five hundred dollars (\$2500.00) provided two weeks notice of intent to quit is given.

The above mentioned severance allowance and accumulated vacation pay will paid in compliance with a Special Pay Plan (Governmental 403b Plan) approved by the Board of Education and in compliance with IRS regulations.

R: 5/80, 1/84, 6/86, 7/90, 6/96, 6/99, 6/2002, 8/05

XV. HEALTH AND SAFETY

The employer shall make reasonable provisions for health and safety of employees during hours of employment. Should an injury occur to an employee, the employee or the Maintenance Supervisor shall file an injury report with the Business Office. The employee will take part in all required health and safety training provided by the district.
R: 6/2002

XVI. WORK SUPERVISION AND DIRECTION

The employer shall have full and complete supervision and direction of any and all work to be performed by its employees and nothing herein contained is intended to or shall be a limitation upon the powers, rights, authority, duties and responsibilities conferred upon and vested in the Board of Education of Lakeshore Public Schools, Berrien County, Michigan by the laws and constitutions of the State of Michigan and the United States of America.

XVII. UNIFORMS

Each employee shall be provided five uniforms upon completion of the 90 calendar day trial period. A uniform consists of trousers and shirt.

- A. Beginning in the second year of employment, the board shall provide five (5) uniforms during each two (2) years of employment. This schedule shall begin with three (3) uniforms for 1992-93, two (2) uniforms in 1993-94, and continuing in subsequent two-year periods. N: 6/86
- B. All employees must wear uniforms during their regular working hours. Failure to dress properly may result in disciplinary action. N: 6/86
- C. Summer uniforms (shorts) will be allowed during the period from Memorial Day through Labor Day. These shorts, if so desired, will be bought in lieu of slacks and may not be altered in length. N: 6/96
- D. Other methods of uniform distribution may be instituted during the life of this agreement if considered to be cost neutral and with agreement of both parties. N: 6/99

XVIII. GRIEVANCE PROCEDURE N: 7/90

- A. A grievance shall be defined as an alleged violation of the expressed provisions of this agreement.
- B. Written grievances as required herein shall contain the following:
 - 4. It shall be signed by the grievant or grievants.
 - 5. It shall contain a synopsis of the facts giving rise to the alleged violation.
 - 6. It shall cite the section or subsection of this contract alleged to have been violated.
 - 7. It shall contain the date of the alleged violation.
 - 8. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- C. For purposes of this article, days shall mean calendar days.
- D. Procedure:
 - 1. Any employee shall present an oral grievance to his/her immediate supervisor within seven (7) days of the occurrence of the violation and have the grievance considered.

2. If the grievance is not resolved at step 1. above, the grievance shall be reduced to writing and filed with the immediate supervisor within seven (7) days of the presentation of the oral grievance in step 1. above.
 3. Within seven (7) days of the receipt of the written grievance, the supervisor shall meet with the grievant, and at the employee's option, the organization representative to discuss the grievance. The Supervisor shall issue a written decision within fourteen (14) days of this meeting.
 4. If the grievance is not resolved at step 3. above, the grievant may appeal the decision in writing to the Chief Financial Officer within seven (7) days of his/her receipt of the step 3. decision.
 5. Within ten (10) days of receipt of the written grievance in step 4. above, the Chief Financial Officer will meet with the grievant and, at the option of the employee, the organization representative to discuss the appeal. The Chief Financial Officer shall issue a decision within fourteen (14) days of this meeting.
 6. If the grievance is not resolved at step 5 above, the grievant may appeal the decision in writing to the Superintendent or his/her designee within seven (7) days of receipt of the decision of the Chief Financial Officer in step 5. above.
 7. Within ten (10) days of receipt of the written grievance in step 6. above, the Superintendent or his/her designee will meet with the grievant and, at the option of the employee, the organization representative to discuss the appeal. The Superintendent or his/her designee shall issue a decision within fourteen (14) days of this meeting. The decision of the Superintendent or his/her designee shall be final unless the grievance relates to termination then the employee may choose to move to step 8. R: 6/2002
 8. (Only in cases where termination is involved may the employee move to this step.) If the complaint is not satisfactorily resolved by the decision of the Superintendent of Schools or his /her designee in step 7, the Organization may, within ten (10) days from receipt of the written response from the Superintendent of Schools or his/her designee, or the date the Superintendent's written response was due, submit a copy of the written complaint and a written request for mediation to the Michigan Employment Relations Commission with a copy to the Superintendent of Schools. A mediation session will be scheduled and held with the mediator assigned by the Michigan Employment Relations Commission. N: 6/2002
- E. The failure of a grievant to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal of that particular grievance.

Any of the above time limits may, however, be extended by mutual agreement of the grievant and the Board.

F. The above grievance procedure shall not interfere with assigned work duties.

XIX. Other Benefits

An employee may choose to allocate up to \$2000 per year of salary in each of three flexible spending accounts for the purposes of reducing the tax burden for the individual while paying for known expenses. The three accounts are:

1. Dependent Care Spending Account (for care of a dependent child under the age of 13 or other eligible dependent as defined by IRS regulations.)
2. Health Care Flexible Spending Account (for expenses medical, dental or vision that are not covered by insurance, such as glasses, medical deductible, orthodontia, co-pays, etc.)
3. Health Care Premium Conversion Benefit Account (for employee's share of health insurance costs) ,Group Dependent Term Life Insurance up to \$35,000, Group Survivor Income Insurance, etc.) R: 8/05

It is expressly understood that the amount to be authorized for payroll deduction is established by the employee at the time of enrollment (prior to September 1) and can be altered only by a change in family status. All money remaining in an account at the end of a plan year is forfeited by the employee as stated in Section 125 of the IRS Code. N:99

XIX. DURATION

G. The agreement shall remain in effect through June 30, 2008. It is understood that the entire agreement or any part may be modified by mutual agreement.
R: 6/87

H. This agreement has been modified by mutual agreement in July 2005. This modified agreement shall take effect on July 1, 2005 and shall supersede all previous agreements.

Signed this ____ day of August 2005

For the Board of Education:

For the L.C.M.O.:

** Compensation for 2006-2007 and 2007-2008 will be reopened in the spring of 2006 and 2007, respectively..

Revised: xx/xx/xx