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**SPRINGPORT CUSTODIAL MAINTENANCE
SUPPORT PERSONNEL ASSOCIATION**

PURPOSE AND INTENT:

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the employees, and to retain the efficient operation of the Springport Public Schools ("Employer," "Board," or "District").

ARTICLE I

RECOGNITION

A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining as defined in Section II of P.A. 379 of 1965 for the term of this Agreement of all employees of the Employer included in the bargaining units described below:

All regularly employed custodial/maintenance employees, but excluding day-to-day substitutes, bus mechanics, supervisors, and all other employees.

B. The term "employee," when used hereafter in this Agreement, shall refer to all employees in the bargaining unit described above.

ARTICLE II

NEGOTIATION PROCEDURES

A. This Agreement may be extended only by mutual, written consent of both parties.

B. This Agreement shall constitute the full and complete commitments between both parties, supercedes any past practices, and may be altered only through the voluntary, mutual consent of both parties, in writing, as a signed amendment to this Agreement. Any matters or subjects not covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.

ARTICLE III

BOARD RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in, and have been exercised by the Board, except those which are clearly and expressly relinquished by the Board, shall continue to vest exclusively in, and be exercised exclusively by the Board, without prior negotiations with the Association either as to the taking of action under such rights, or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, subject to the express provisions of this Agreement, the right to:
1. Manage and control its business, its equipment and its operation, and to direct the working forces and affairs of the School District.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and the scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business, or school hours or days.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, determine the size of the work force, and to lay-off employees, but not in conflict with the provisions of this Agreement.
 4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees, including physical conditions.
 7. Determine the number and locations or relocations of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of departments, divisions or subdivisions, buildings, or other facilities.
 8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights of employees as specifically provided for in this Agreement.
 11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.
- B. The matters contained in this Agreement, and/or the exercise of any such rights of the Board, are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE IV

ASSOCIATION RIGHTS

- A. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. Meetings are to be requested in writing in advance and subject to regular scheduling procedures. Meetings are not to interfere with the regularly-scheduled school activities. When week-end or evening use results in added costs to the District, and the Association is informed in advance such costs will be billed to and paid by the Association. Costs shall be in accordance with the current existing policy of the Board.
- B. Bulletin board space will be conveniently located in the break room of each building, and the use of telephone communications for local calls to be used on a reasonable basis, shall be made available to the Association and its members.
- C. The Association shall have the right to use school facilities and equipment including typewriters, computers, copiers, other duplicating equipment, facsimile machines, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.
- D. The employees shall be represented by the Local President and one alternate for the shift not worked by the Local President. They shall be chosen or selected in a manner determined by the employees and the Association.

- E. Arrangements may be made to allow the Local President time off with pay for the purposes of investigating grievances, and to attend grievance and negotiating meetings, if arrangements have been made with his/her supervisor.
- F. During the term of office, the Local President shall be deemed to head the seniority list for the purpose of shift preference, lay-offs and recall only; provided the Local President is qualified to do the required work. Upon termination of the Local President's term, the Local President shall be returned to regular seniority status.
- G. During the school year, the Association President, or his/her designee, will be given five (5) work days with pay for Association business. Said days shall be scheduled and used at the discretion of the Association President. Additional time may be granted by the Superintendent of Schools should the seriousness of the situation warrant.
- H. The Board and the Springport Custodial Maintenance Support Personnel Association mutually agree to make available to the other, upon request, any and all available information, statistics, and records relevant to negotiations or necessary for the proper enforcement of this Agreement. Nothing contained in this section shall be construed to require that the Board provide such information in any form other than would normally be provided to the Board of Education, nor shall the Springport Custodial Maintenance Support Personnel Association be required to provide such information in any form other than would normally be provided to its Executive Board.

ARTICLE V

AGENCY SHOP AND PAYROLL DEDUCTION

- A. Agency Shop.
 - 1. Each bargaining unit member shall, as a condition of employment (1) on or before thirty (30) days of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political Ideological Expenditures," and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.1477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the

Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than thirty (30) days following deduction.

2. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
3. The Association will protect and save the District harmless from any and all claims, demands, suits and other forms of liability, including attorney fees and unemployment compensation by reason of action taken or not taken by the District, or its designated agent, for the purpose of complying with the agency shop and check-off provisions of this Article.
4. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions, in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. PAC deductions, however, must be authorized on an annual affirmative consent basis. Pursuant to such authorization, the Employer shall deduct one twentieth (1/20) of such dues for the first twenty (20) paychecks beginning in September.
5. The Board shall provide an alphabetical list of employees for whom such deductions have been made, categorizing them as to membership and non-membership in the Springport Custodial Maintenance Support Personnel Association. The Association agrees to promptly advise the Board of all members of the Springport Custodial Maintenance Support Personnel Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.
6. The Board shall also make payroll deductions upon written authorization from employees for the following and any other programs jointly approved by the Association and the Board:

- a. Any financial institution that allows electronic fund transfers.
- b. Tax sheltered annuities approved by the District.
- c. Available insurance options.

ARTICLE VI

EMPLOYEE RIGHTS AND PROTECTION

- A. The Board and the Association both recognize their responsibilities under Federal, State, and Local laws pertaining to Civil Rights. Accordingly both parties reaffirm by this Agreement the commitment not to unlawfully discriminate against any person or persons on account of race, creed, color, religion, sex, age, national origin, marital status, or disability. Any alleged discrimination may be processed as a grievance through the Levels, up to and including the Superintendent's level, but shall not be subject to arbitration. This Article shall not negate the employee's rights as provided the in Civil Rights Act.
- B. No employee with seniority shall be disciplined or discharged without just cause. An employee shall be entitled, upon request, to have present a representative of the Association when the employee is disciplined. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Association and the employee. The employee with seniority has the right to defend himself against any and all charges. Among the cases, but not limited to the stated causes which shall be deemed sufficient for dismissal, suspension or other discipline of an employee with seniority at the option of the Board, are the following:
 - 1. Being in possession of, or under the influence of, drugs or alcoholic beverages on school property during work hours.
 - 2. Dishonesty.
 - 3. Insubordination.
 - 4. Taking an unauthorized leave of absence.
 - 5. Absence from work for three (3) consecutive working days without notifying the Board.

6. Violation of Board rules.
7. Repeated tardiness and/or absenteeism may be the basis for progressive disciplinary action.

ARTICLE VII

SAFETY PRACTICES

- A. The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their place of work which are not recognized as part of the employee's normal job..
- B. The employee will also be expected to notify the Board in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Board, upon notification of an alleged unsafe condition, shall investigate such condition, and shall be expected to make adjustments in such condition if, in the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. **Intent**

The primary purpose of this procedure is to secure in the most efficient manner equitable solutions to a claim of an aggrieved party. Nothing contained herein shall be construed as limiting the right of any employee with a grievance, or the supervisor, to discuss the manner informally with an appropriate member of the Administration or Association.

- B. A "grievance" is a claim by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement.

C. **General**

1. A grievant(s) failing to meet the time limits as set forth herein shall forfeit the right to further process said grievance and therefore management's last answer shall constitute the final disposition of said grievance.

2. A supervisor failing to meet the time limits as set forth herein shall permit the grievant(s) to proceed to the next level within ten (10) working days from the date when the supervisor's time for answer expired.
3. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement provided that the Association has been given the opportunity to be present at such adjustment.
4. Either party may involve their representative at any and all stages of the grievance proceedings.
5. A grievance may be withdrawn at any level without establishing a precedent.
6. There shall be no reprisal of any kind against any employee involved in the grievance procedure.
7. All available information necessary to the determination and processing of any grievance shall be furnished upon request to all parties involved in said grievance.

D. **Procedures**

1. **Level One**

- a) The grievant(s) shall discuss the complaint with the immediate supervisor within five (5) working days of the grievant(s) knowledge of the event or occurrence which is the basis for the complaint.
- b) The immediate supervisor shall render an oral decision to the grievant(s) within two (2) working days of the above discussion.

2. **Level Two**

- a) If the Level One decision is not satisfactory, the oral complaint shall be reduced to writing on the Grievance Report Form (Appendix C) and shall be presented to the immediate supervisor and the Association within five (5) working days of the receipt of the Level One answer.
- b) The immediate supervisor shall hold a meeting with the grievant(s) and grievant(s)' Association Representative within five (5) working days of the receipt of the Level One Grievance.

- c) The immediate supervisor shall render a written decision to the grievant(s) and the grievant(s)' Association Representative within five (5) working days of receipt of the grievance.

3. **Level Three**

- a) If the Level Two decision is not satisfactory, the grievance shall be presented to the Superintendent or designee within five (5) working days of receipt of the Level 2 decision.
- b) The Superintendent or designee shall schedule a meeting with the grievant(s) and the grievant(s)' Association Representative within five (5) working days after receipt of the grievance.
- c) The Superintendent or designee shall render a written decision to the Association within five (5) working days after the Level 3 meeting.

4. **Level Four**

- a) If the decision of the Superintendent of Schools is not satisfactory, the grievance must be presented in writing within five (5) working days of the receipt of the decision of the Superintendent of Schools, by a Representative of the Association, to the Board of Education.
- b) The grievance must meet the same qualifications as the original grievance.
- c) The Board of Education, or a representative thereof, shall meet with a Representative of the Association, the Local President, and the grievant, at a time agreeable to them, but not later than thirty (30) days from the date of the receipt of the grievance.
- d) The Board of Education, or a representative thereof, shall give a decision in writing relative to the grievance within ten (10) working days of the Level Four meeting.

5. **Level Five**

- a) If the Association is not satisfied with the Level Four disposition of the grievance by the Superintendent, or if no disposition has been made within the period above provided, the grievance may, at the option of the Association, be submitted to arbitration.

- b) If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings.
- c) The right to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis the last answer given.
- d) The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground not previously disclosed to the other party.
- e) The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provision of this Agreement, and he/she shall be without power and authority to make any decision: (1) contrary to, inconsistent with, or modifying or varying in any way, the terms of this Agreement, or (2) granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.
- f) The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case.
- g) The arbitrator's decision shall be final and binding on the Association, all employees covered by this Agreement, and on the Board.
- h) In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- i) The expense of the arbitrator shall be borne equally by the parties.

E. Appeal of Discharge or Suspension

1. Written notice of discharge or suspension shall be presented to the Association within three (3) days of the notification to the employee.
2. Grievances involving an appeal of discharge or suspension shall be initiated directly to Level Three within five (5) working days of receipt of written notice of the discharge or suspension to the employee

3. Once the grievance has been initiated at Level Three, the normal grievance procedures shall be followed as set forth in this Article.
- F. The Association may initiate a grievance directly at Level Three when either of the following conditions apply:
1. A grievance involves a group of employees or an issue which applies to the unit as a whole, or
 2. The action precipitating the grievance was initiated by management at a level higher than the immediate supervisor.

Such grievances shall be initiated at Level Three within ten working days after the Association or affected employees knew of the alleged violation and the normal grievance procedures shall be followed as set forth in this Article.

ARTICLE IX

SENIORITY

- A. A newly hired employee shall be on a probationary status for ninety (90) calendar days. Substitute time will not count toward probationary or seniority time. If at any time prior to the completion of the ninety (90) calendar day probationary period the employee's work performance is unsatisfactory, he/she may be dismissed by the Employer during this period without appeal by the Association. Probationary employees who are absent during the first ninety (90) calendar days of employment shall work additional days equal to the number of days absent, and such employee shall not complete his/her probationary period until these additional days have been worked.
- B. After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits, shall be retroactive to the date of hire into this bargaining unit.
- C. In the event that more than one individual has the same date of hire according to the aforementioned seniority list, a drawing shall be held to determine their position on the seniority list. The Association and the employees so affected shall be notified in writing of the date, time, and place of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected employees and Association Representatives to be in attendance.

- D. An employee will lose his/her seniority for the following reasons:
1. He/she is discharged;
 2. He/she resigns;
 3. He/she does not return to work upon being recalled from lay-off for three (3) consecutive working days.
 4. He/she is continually laid off for a period equal to the employee's accumulated seniority, but not to exceed three (3) years.
- E. An employee promoted to a supervisory position shall have thirty (30) calendar days probation. If the employee, during the probationary period, for any reason wishes to return to, or is returned to the bargaining unit, he/she may do so with full accumulated seniority at any time, up to the expiration of the thirty (30) days.
- F. A mutually acceptable seniority list shall be furnished to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of the date of entry into the classification.

ARTICLE X

LAYOFF AND RECALL

A. Layoff Defined

1. The word "layoff" means a reduction in the working force. A reduction of hours shall not be considered a layoff.
2. Employees to be laid off for an indefinite period of time will have at least thirty (30) calendar days notice of layoff. The Local President shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
3. Employees shall maintain, but not accrue, seniority while on layoff.
4. If it becomes necessary for a layoff, the following procedures will be mandatory: Employees shall be laid off according to their seniority in the classification. An employee on scheduled layoff shall have the right to displace a junior employee in a classification previously held by the senior employee provided the senior employee is capable of performing the work in that classification. "Capable" shall be defined to mean that with

minimum instruction, the work can be performed without unduly impairing the efficiency of the operations.

5. Operation of bumping rights under this Section shall be limited to one (1) meeting. Such meeting date and time will be jointly established with the Association on a weekday and at a time when affected employees are reasonably able to attend. Employees unable to attend due to valid extenuating circumstances, must contact the Association and the Superintendent prior to the meeting if they are to exercise their rights under this Section.

B. Recall From Layoff

When recalling laid off employees, the following steps shall be followed:

1. Any vacancy will be put up for bid in accordance with Article XI prior to recalling laid off employees. Laid off employees will be notified by registered mail of all vacancies and may bid on any vacancy.
2. An attempt will be made to recall employees by telephone. If the telephone contact is unsuccessful, or a written record is needed, recall shall be made by registered mail to the employee address last on file with the Payroll Office. An employee has seven (7) days in which to notify the Employer of his/her intent to return to work on the effective date of the recall.
3. Laid off employees shall be recalled by classification in reverse order of layoff. If the employee is recalled to a position in the bargaining unit for which he/she is capable, he/she must return to work or will be considered to have exercised voluntary termination.
4. No employee shall be forced to accept recall to a classification lower than that which was held prior to layoff. If an employee is not recalled to the same or higher classification, said employee shall remain on the layoff list and shall continue to be eligible for recall according to the provisions of this Article.
5. In no case shall a new employee be employed by the Board while there are other employees in that classification who are laid off and meet the minimum requirements for the job.
6. Should the Board reinstate a position that has been eliminated, the employee, if not on layoff, who previously held the position, shall be offered the position before it is offered to laid off employees.

C. **Reduction in Hours.**

When an employee's hours are reduced by more than five (5) hours per week, the employee will be reassigned to the position held by the least senior employee (provided the employee is qualified) in the classification who is working the same number of hours as the employee whose hours are being reduced. If there is no less senior employee in the classification working the same number of hours of the employee prior to the reduction, the employee will be reassigned to the position in the classification held by the least senior employee working the hours as close to, but not more than, the hours worked by the employee prior to the reduction.

ARTICLE XI

VACANCIES, TRANSFERS AND PROMOTIONS

- A. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within ten (10) working days from the date of the vacancy, and the employees shall be given five (5) working days from the date posting in which to make application to fill the vacancy, new position, or resulting vacancies. The senior employee making application shall be transferred to fill the vacancy or new position provided he/she is the most qualified applicant to perform the duties of the job involved. The vacancy created by the senior employee who has transferred will be posted. The final vacancy will be filled by the Board. Newly created positions or vacancies are to be posted in the following manner: The type of work, the starting date; the rate of pay; the hours to be worked; and the classification.
- B. Any employee transferred involuntarily from his/her classification to another classification within the bargaining unit shall be paid the rate of the position from which he/she is involuntarily transferred, or the rate of the position to which he/she is transferred, whichever is higher. An employee voluntarily transferring into a different classification will be paid at the rate of the position into which he/she transfers. A custodian transferred to work on maintenance will be paid at the base rate of a maintenance helper.
- C. Temporary transfers shall be for a period of no longer than thirty (30) days, except in the event that both parties mutually agree to an extension of the thirty (30) day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) day time period, the position shall then be considered an open position and posted for bidding from interested employees.

- D. Employees awarded a vacancy in a different classification or transferred to a different classification shall serve a trial period up to thirty (30) calendar days. The trial period is not a training period. During the trial period the employee may elect to return to the employee's former position and the Board may remove the employee for a failure to perform the work in a satisfactory manner.
- E. A job filled by a substitute for sixty (60) consecutive days shall be posted as a temporary vacancy.
- F. When a new classification and/or rate of pay are placed in operation during the term of this Agreement, and they cannot be properly placed in an existing classification by mutual agreement, the Board shall place into effect a new classification and rate of pay as temporary. The Board shall notify the Association in writing of any such temporary or obsolete job which has been placed into effect upon the institution of such job.
- G. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of notification to the Association. During this calendar day period, but not thereafter during the life of this Agreement, the Association may make written request to the Board to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the first day the employee began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the Grievance Procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Association not requesting negotiations for the temporary classification during the specified period of time, or as the result of final negotiations, or upon resolving the matter through the Grievance Procedure, the new classification shall be added to and become a part of Schedule A.

ARTICLE XII

PAID LEAVES OF ABSENCE

A. Sick Leave

1. Each employee covered by this Agreement will be entitled to sick leave accumulated individually at the rate of one (1) day per month, with a maximum of one hundred twenty-six (126) days accumulation. Employees will be credited on the first day of the month as long as the employee is on paid status for fifty percent (50%) of the month.
2. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, pregnancy, or injury.

Sick leave may be used for medical, dental, or optical examinations or treatment during his/her working hours. Sick leave limited to five (5) days per year, shall be granted for serious illness of the employee's spouse, children, step-children, or parents, requiring the presence of the employee. Additional accrued sick days may be used for serious family emergencies involving the employee's spouse, children, step-children, or parents, with the prior approval of the Superintendent or his/her designee.

B. Bereavement

All employees shall be granted up to five (5) working days with pay for the death of the employee's spouse, children, step-children, parents, step-parents, or parents of the employee's spouse. Each employee shall be granted up to three (3) working days for the death of grandparents, step-grandparents, grandchildren, step-grandchildren, brother, step-brother, sister, or step-sister of the employee, or the employee's spouse. The Superintendent or his/her designee may or may not grant additional time and deduct such time from sick leave.

C. Personal Business Days

1. Employees shall be granted up to two (2) days per year for business that cannot be conducted outside of the employee's normal working hours; any unused business days to be added to accumulated sick leave.
2. A request for personal business leave must be made in writing at least three (3) days in advance. For emergencies which arise and do not allow the three (3) day limit, the Superintendent or his/her designee may grant such leave if reason for the time exception is considered valid.
3. Personal business days will not normally be granted the day before or the day after a vacation period or holiday, except in cases of an emergency as given in item 2. above.

D. Accumulation of Sick Leave

Employees shall receive one-half (1/2) days pay each unused sick leave day, to a maximum of fifty (50) accumulated days, upon retirement, under the provisions of the Michigan Public School Employees Retirement regulations.

E. Abuse of Sick Leave

If abuse of sick leave is suspected, the Board may require proof of illness starting with the first day of the illness, which may include requiring the employee to present a doctor's certificate verifying the nature of their illness preventing the employee from working, provided a request for a doctor's certificate is made at

such time as will reasonably allow the employee to obtain verification. This provision shall be applied equally to all personnel in the unit.

F. Adjustment of Sick Leave

An employee moving from part-time to full-time employment, or from full-time to part-time employment, shall have accumulated sick days adjusted to reflect an unchanged liability on the part of the District.

ARTICLE XIII

UNPAID LEAVES OF ABSENCE

- A. An employee who, because of illness or accident which is not compensable under the Worker's Compensation Law, is physically unable to report for work, and has exhausted all means of compensation from the Employer, shall be granted a leave of absence for a period not to exceed twelve (12) months. A further leave may be granted at the discretion of the Board, provided the employee promptly notifies the Board of the necessity for such extension, and provided further, that he/she supplied the Board with a certificate from a medical or osteopathic doctor of the necessity of such absence, when the same is requested by the Employer.
- B. Leaves of absence may be granted at the option of the Board for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children, or parents living in the same house.
- C. Leaves of absence shall be granted or refused at the option of the Board for a specified period of time for training related to an employee's regular duties in an approved educational institution.
- D. The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. All unpaid leaves required by that Act shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provide for in this Agreement. Except as required by the Act, the employee on an unpaid leave shall not be eligible for any fringe benefits. Where leave is taken because of birth, adoption or foster placement under the Family and Medical Leave Act, an eligible employee shall give thirty (30) days advance notice whenever possible.
- E. The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

- F. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purposes of fulfilling their annual field training obligations, provided such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.
- G. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Board, a copy furnished to the employee, and a copy sent to the Association.
- H. An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay, shall accumulate seniority during the leave of absence, and he/she shall be entitled to resume his/her regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board.
- I. An employee hired specifically to fill a designated position from which an employee is on leave shall not become a part of the bargaining unit.
- J. Fraudulent application for a leave or improper use of leave will result in discipline up to, and including, immediate dismissal.

ARTICLE XIV

HOURS AND WORK WEEK

A. Work Week

1. The normal regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending one hundred twenty (120) hours thereafter.
2. The normal regularly scheduled work day shall be eight (8) consecutive hours, excepting a thirty (30) minute lunch period. During an emergency (authorized by the Building Principal or immediate supervisor), employees required to work during their lunch period will be paid time and one-half (1-1/2) for the affected portion of their lunch period. Employees may leave the premises during their lunch period.

B. Overtime

1. Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period (except, if more than eight (8) hours in a twenty-four (24) hour period is a result of a change in shift hours, on days when school is not in session, with the employee's written consent, or when making up time at the employee's request). Time and one-half (1-1/2) will be paid for all time worked in excess of forty (40) hours in one (1) week, for which overtime has not already been earned.
2. Double time (2X) will be paid for all hours worked on Sunday, when such hours are overtime.

C. Call-Back

When an employee has left the work site and is called back to work after the completion of his/her regularly scheduled working hours, he/she shall receive pay for the actual time worked at time and one-half (1-1/2) his/her regular rate, or a minimum of two (2) hours pay at his/her straight time hourly rate, whichever is the greater. This shall not apply when an employee is called in and continues on the employee's regular shift. Any employee called back into work in connection with opening and closing a building for an activity shall actually work for one (1) hour.

D. Shift Differential

The shift differential shall be ten cents (\$.10) per hour for second shift (3:00 p.m. to 11:30 p.m.) and fifteen cents (\$.15) per hour for third shift (midnight to 8:00 a.m.), provided the employee works four (4) or more hours during the shift. An employee who works hours in two (2) different shifts during an eight (8) hour day shall receive the higher differential for the entire eight (8) hours, provided the employee works four (4) or more hours during the higher differential shift.

E. Distribution of Overtime

1. When overtime work is necessary as determined by management, employees of the bargaining unit will be given first opportunity. Overtime assignments shall be by classified positions, except in case of emergency, and shall be divided and rotated as equally as possible within the classified positions. Each employee will be required to sign a list to verify whether he/she is continually interested in, and will take overtime work on a rotation basis or not. Only those employees who will take overtime work will then be asked for overtime work on a rotation basis, except in an emergency. Employees will not be precluded from changing status with respect to taking overtime in writing, but will not be permitted to frequently

change their minds about taking overtime work. In most instances, more than four (4) hours overtime on any day will be divided among employees so that overtime will not exceed four (4) hours per employee. Employees offered overtime work must indicate when asked that they will cover the overtime work for the period known. Whenever all employees decline overtime work, management may hire outside substitute help.

In emergency situations, any employee can be called in for overtime work, but will be passed over on the next rotation.

2. An up-to-date overtime list with employees' signatures will be kept by the Supervisor of Maintenance.

F. Rest Periods

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period between the second (2nd) and third (3rd) consecutive hours of work; and one (1) fifteen (15) minute rest period between the sixth (6th) and seventh (7th) hours of work, as well as a thirty (30) minute unpaid lunch period.

G. Substitutes

1. When a custodian substitutes for a maintenance person, he/she will receive the base rate for a maintenance helper.
2. When a shift custodian or maintenance person is out either on vacation or sick leave more than five (5) consecutive work days in duration, members will be allowed by seniority to work that position provided they are capable. A substitute may be provided for the open position.

H. Shift Change

Shift hours may be changed with twenty-four (24) hours notice in writing.

ARTICLE XV

VACATIONS

- A. All employees covered by this Agreement who have completed one (1) year of continuous service shall receive two (2) weeks vacation with pay; after five (5) years of continuous service, three (3) weeks vacation with pay; after ten (10) years of continuous service, four (4) weeks with pay; after fifteen (15) years of continuous service, five (5) weeks vacation with pay.

- B. Vacations will be scheduled and granted according to seniority, provided the employee gives the Employer a minimum of one (1) week notice to the immediate supervisor prior to the date the employee wants such vacation time to start.
- C. During the time that school is in session (students in attendance), an employee may opt to receive up to one-half (1/2) of their scheduled vacation pay and not take the vacation time off.
- D. Vacations will be taken annually, with no accumulation of vacation time from one year to another.

ARTICLE XVI

JURY DUTY

Employees requested to appear for jury qualification or jury duty shall receive their pay from the Board for such time lost as a result, less any compensation received, excluding meal and mileage allowance. Employees shall be treated the same, regardless of shift, in that second and third shift employees shall be relieved from duty with pay to the extent they appear for jury duty qualification or jury duty earlier the same day.

ARTICLE XVII

PART-TIME HELP

An employee who regularly works a schedule of less than forty (40) hours per week in one (1) classification shall receive prorated benefits based on the hours regularly worked compared to the forty (40) hour week.

ARTICLE XVIII

ACT OF GOD DAYS

Employees who are scheduled to work on days when the school is closed because of an Act of God are to report to work and will be paid only for time worked.

ARTICLE XIX

HOLIDAYS

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

New Year's Eve Day	Memorial Day
New Year's Day	Labor Day
Fourth of July	Christmas Eve Day
Thanksgiving Day	Christmas Day
Day following Thanksgiving	

One day during Spring Break scheduled by the Board.

One day during Christmas Break scheduled by the Board

- B. Employees required to work on any of the above named holidays will receive double time (2X) for hours worked, plus eight (8) hours of regular pay.
- C. If an employee is on vacation on any of the above named holidays, he/she may receive an additional eight (8) hours pay for the holiday.
- D. When the scheduled holiday falls on a Saturday or Sunday, the employee shall receive eight (8) hours pay for that holiday, in addition to his/her regularly earned pay.
- E. To be eligible for holiday pay, the employee must be on paid status the day prior to, and the first scheduled work day after the holiday.
- F. Employees off sick on the day before or the day after the holiday, at the discretion of the Board, may be required to submit proof of illness to the Employer to receive holiday pay.

ARTICLE XX

INCENTIVE PAY

- A. For purposes of computing incentive pay (per Schedule B), the following types of day missed will not be counted as days of absence on the bonus scale: Scheduled holidays, pre-approved vacations, when serving on jury duty, approved personal business days, or when an employee is absent due to work related injuries and is eligible to receive Workmen's Compensation for those absences, or when an employee is absent due to bereavement leave as approved under Article XII, B. In all other cases, more than one-half (1/2) of a work day missed shall be counted as a day of absence, and one-half (1/2) work

day or less shall be counted as one-half (1/2) day of absence for purposes of computing bonus, except as noted in paragraph B. below.

- B. When an employee must be absent part of a day for emergency reasons, management will, at the employee's written request, make a reasonable attempt to allow the employee to make up time lost and thereby avoid having the lost time penalize the employee's incentive bonus. Under extenuating circumstances, and with prior written approval of management, it may be possible for an employee to miss up to two (2) hours without pay, at the employee's written request, and avoid having his/her bonus penalized. The two (2) hour time limit defined in the preceding sentences may be extended slightly in cases of extreme emergency by the Superintendent or his/her designee.

ARTICLE XXI

EVALUATION

- A. Employees shall be evaluated in writing at least once every three (3) years as follows:
1. The evaluation shall consist of a rating and descriptive statement of the employee's performance as indicated on the evaluation form provided (Appendix D).
 2. All evaluations shall be submitted to and discussed with the employee before they are submitted to the Superintendent or designee and shall bear the signature of the employee and the supervisory evaluator. Employees shall be required to sign the evaluation to indicate they have seen it. Employees will be provided the opportunity to discuss their evaluation with the supervisor evaluator. An employee's signature on the evaluation will not necessarily constitute approval, but shall indicate that the employee has received and reviewed it.
 3. After consultation with the supervisor evaluator, the employee will have the right to add remarks, statements, or other information pertinent to the evaluation. Similarly, after consultation, the evaluator will have the right to revise, modify, or otherwise change the written evaluation prior to any signatures and submission to the Superintendent. Such remarks shall be attached to the original evaluation and shall contain the signature of both the employee and the evaluator.
 4. In the event of an unsatisfactory evaluation, the employee may request re-evaluation after thirty (30) days.

ARTICLE XXII

COMPENSATION

- A. Rates of pay for all employees covered by this Agreement are set forth in Schedule A.

ARTICLE XXIII

INSURANCE

- A. For those custodian/maintenance staff taking health insurance, the Board agrees to provide the following MESSA PAK:

2006 - 2009

PLAN A MESSA Choices II 10/20 Rx

LTD	90 Days 66 2/3% Monthly Max \$2,500
Life	\$5,000 w/AD&D + Disability Waiver
Vision	Set-Seg Vision 2
Dental	Set-Seg \$50 Lifetime Deductible 70% payable first year; 80% payable second year; 90% payable third year; 100% payable thereafter. With \$600 yearly max

PLAN B

LTD	Same as Above
Life	Same as Above
Vision	Same as Above
Dental	Same as Above
Cash in Lieu of Health - \$150.00 Month	

Note: The Board has the right to determine carrier of LTD, dental and life provided that the coverage and benefits are equivalent to MESSA Plans.

- B. A new employee who begins active employment after the tenth (10th) day of the month shall have all insurance coverage effective on the first (1st) day of the next month.
- C. Effective August 1, 2007, a new employee who begins active employment in the Custodial/Maintenance Association shall be provided member-only insurance coverage. Each new employee may elect to purchase additional insurance to cover a spouse and/or children. After three (3) years, new employees will be eligible for full family insurance.

ARTICLE XXIV

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXV

DURATION

- A. The effective date of this Agreement is July 1, 2006.
- B. This Agreement shall continue in full force and effect until June 30, 2009.

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

**SPRINGPORT PUBLIC SCHOOLS
BOARD OF EDUCATION**

MICHIGAN EDUCATION ASSOCIATION

By: _____
Julie Baglien
President

By: _____
Marcy Hartung
Uniserv Director

By: _____
Kyle Brooks
Secretary

By: _____
Ron Hoag
President

By: _____
Gary Baum
Trustee

By: _____
Brenda Wood
Secretary

SCHEDULE A
SALARY SCHEDULE

Effective July 1, 2006:

.5%*

<u>Classification</u>	<u>Probationary Rate</u>	<u>Base Rate</u>
Maintenance Man	13.59	14.26
Maintenance Helper	12.67	13.70
Custodian	11.54	12.11

* The .5 will be added to the schedule in 2006-2007, but will not be paid until 2007-2008

Effective July 1, 2007:

1.5%

<u>Classification</u>	<u>Probationary Rate</u>	<u>Base Rate</u>
Maintenance Man	13.79	14.47
Maintenance Helper	12.86	13.90
Custodian	11.71	12.29

Effective July 1, 2008:

2.0%

<u>Classification</u>	<u>Probationary Rate</u>	<u>Base Rate</u>
Maintenance Man	14.07	14.76
Maintenance Helper	13.12	14.18
Custodian	11.94	12.54

Longevity Pay:

Shall be paid on total continuous years of service:

Three (3) years of service:	An additional fifteen cents (\$.15) per hour
Five (5) years of service:	An additional fifteen cents (\$.15) per hour
Eight (8) years of service:	An additional fifteen cents (\$.15) per hour
Ten (10) years of service:	An additional fifteen cents (\$.15) per hour*
Fifteen (15) years of service:	An additional fifteen cents (\$.15) per hour*
Twenty (20) years of service:	An additional fifteen cents (\$.15) per hour*

*These increases shall be effective with the 2007-2008 school year.

Board to pay retirement – Public School Employees' Retirement Fund.

Clothing Allowance:

An allowance of Two Hundred Fifty Dollars (\$250.00) per year shall be given to all employees covered by this Agreement for the purpose of purchasing clothing to be worn at work.

The following conditions apply:

1. Receipts showing the purchase of the clothing will be given to the Maintenance/Custodian Supervisor within thirty (30) days of the allowance being received by the employee.
2. Employees shall wear clean, well-maintained, clothing appropriate for their work assignment. During the school year, employees may not wear sweat pants, cut-off pants, or tee shirts. Nor shall the allowance be used to purchase those types of clothing.
3. The allowance may be used for the purchase of shoes to be worn at work.
4. Name tags shall be worn.

The allowance shall be paid to all employees covered by this Agreement during the month of June or July.

SCHEDULE B
BONUS SCHEDULE

Beginning with 2007 – 2008, the Bonus Schedule shall be as follows:

DAYS ABSENT	ANNUAL CUSTODIAN BONUS	ANNUAL MAINTENANCE BONUS
0	500	585
0.5	450	535
1	400	485
1.5	375	460
2	350	435
2.5	325	410
3	300	385
3.5	275	360
4	250	335
4.5	225	310
5	200	285

**APPENDIX C
SPRINGPORT CUSTODIAL/MAINTENANCE SUPPORT PERSONNEL
ASSOCIATION**

GRIEVANCE FORM

Grievance # _____
Refer to SCMSPA Agreement for time limits

Distribution of Forms

1. Superintendent
2. Supervisor
3. Association
4. Employee

Submit to Supervisor in Duplicate

Building/Assignment

Name of Grievant

Date Filed

LEVEL I and II

Date Cause of Grievance Occurred _____

1. Statement of Grievance: _____

2. Relief Sought: _____

Grievant Signature

Date

3. Disposition of Supervisor: _____

Supervisor Signature

Date

**APPENDIX D
SPRINGPORT CUSTODIAL/MAINTENANCE**

EMPLOYEE EVALUATION

NAME: _____

DATE: _____

DEPARTMENT: _____

REVIEW PERIOD FROM: _____

TO: _____

Original Employment Date: _____

Time in Position: _____

Instructions:

Listed below are a number of traits, abilities and characteristics that are important for success in the work place. Place an X mark on each rating scale, over the descriptive phrase which most nearly describes the person being rated.

1. **Accuracy:** (the correctness of work duties performed)

1.	2.	3.	4.	5.
Makes frequent errors.	Careless: Makes recurrent errors.	Usually accurate: Makes only average number of mistakes.	Requires little supervision: Is exact and precise most of the time.	Requires absolutely minimum of supervision almost always accurate.

COMMENTS: _____

2. **Alertness:** (the ability to grasp instructions, to meet changing conditions and to solve problems)

1.	2.	3.	4.	5.
Slow to "catch on."	Requires more than average instructions and explanations.	Grasps instructions with average ability.	Usually quick to understand and learn.	Exceptionally keen and alert.

COMMENTS: _____

3. **Creativity:** (talent for having new ideas, for finding new and better ways of doing things and for being imaginative)

1.	2.	3.	4.	5.
Rarely has a new idea: Is unimaginative	Occasionally comes up with new ideas.	Has average imagination: Has reasonable number of new ideas.	Frequently suggests new ways of doing things: Is very imaginative.	Continually seeks new and better ways of doing things: Is extremely imaginative.

COMMENTS: _____

4. **Housekeeping:** (the orderliness and cleanliness in which an individual keeps his/her work area)

1.	2.	3.	4.	5.
Disorderly and untidy.	Some tendency to be careless and untidy.	Ordinarily keeps work area fairly neat.	Quite conscientious about neatness and cleanliness.	Unusually neat, clean and orderly.

COMMENTS:

5. **Dependability:** (the ability to do required jobs well with a minimum of supervision)

1.	2.	3.	4.	5.
Requires close supervision.	Sometimes requires prompting.	Usually takes care of necessary tasks and completes with reasonable promptness.	Requires little supervision: Is reliable.	Requires absolutely minimum of supervision.

COMMENTS:

6. **Job Knowledge:** (the information concerning work duties which an individual should know for a satisfactory job performance)

1.	2.	3.	4.	5.
Poorly informed about work duties.	Lacks knowledge of some phases of work.	Moderately informed: Can answer most common questions.	Understands all phases of work.	Has complete mastery of all phases of job.

COMMENTS:

7. **Quantity of Work:** (the amount of work an individual does in a work day)

1.	2.	3.	4.	5.
Does not meet minimum requirements.	Does just enough to get by.	Volume of work is satisfactory.	Very industrious: Does more than is required.	Superior work production record.

COMMENTS:

8. **Friendliness:** (the sociability and warmth which an individual imparts in his/her attitude towards other employees, his/her supervisor and other administrators.)

1.	2.	3.	4.	5.
Very distant and aloof.	Approachable: Friendly once known by others.	Warm: Friendly: Sociable.	Very sociable and outgoing.	Extremely sociable excellent at establishing good will.

COMMENTS:

9. **Attendance:** (faithfulness in coming to work daily and conforming to work hours)

1.	2.	3.	4.	5.
Often absent without good excuse and/or frequently reports late for work.	Lax in attendance and/or reporting for work on time.	Usually present and on time.	Very prompt: Regular in attendance.	Always regular and prompt: Volunteers for overtime when needed.

COMMENTS:

10. **Stability:** (the ability to withstand pressure and to remain calm in crisis situations)

1.	2.	3.	4.	5.
Goes to "pieces" under pressure: Is "jumpy" and nervous.	Occasionally "blows up" under pressure: Is easily irritated.	Has average tolerance for crisis: Usually remains calm.	Tolerates most pressure: Very good tolerance for crises.	Thrives under pressure really enjoys solving crisis.

COMMENTS:

11. **Overall Evaluation**

1.	2.	3.	4.	5.
Definitely unsatisfactory.	Substandard but making progress.	Doing an average job.	Definitely above average.	Outstanding.

COMMENTS:

Areas for Improvement Are:

Major Strong Point Are:

Evaluated by: _____

Title: _____

Date: _____

Employee: _____

A copy of this report has been given to me and has been discussed with me.

EMPLOYEE COMMENTS:

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