

COLLECTIVE BARGAINING AGREEMENT

Between

COMSTOCK PUBLIC SCHOOLS

And

COMSTOCK CUSTODIAL EMPLOYEES –
MEA

2005-2008

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AGREEMENT

THIS AGREEMENT made by and between Comstock Public Schools, Kalamazoo County, Michigan, a School District organized under the Constitution and laws of the State of Michigan, (hereinafter called the "Employer"), and the Comstock Custodial Employees - MEA, (hereinafter called the "Union.")

WITNESSETH:

ARTICLE 1 - PURPOSE AND RECOGNITION

- 1.1 Purpose. The general purpose of this Agreement is to ensure true collective bargaining and to establish standards of wages, hours, working conditions, and other conditions of employment, for the mutual benefit of the Employer, the employee and the general public.
- 1.2 Recognition. The Employer recognizes the Union as the whole and exclusive collective bargaining representative of the employees in regard to wages, hours and other conditions of employment.
- 1.3 Employee Defined. The term "employee" as used herein shall include all custodians, head custodians, truck driver, and maintenance employees represented by the Union in the bargaining unit.
- 1.4 Other Agreements. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.
- 1.5 Non-Discrimination. The Employer and the Union both 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 race, creed, color, religion, sex, age, national origin, or marital status.

ARTICLE 2 - UNION SECURITY

- 2.1 Agency Shop. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not members of the Union, shall within thirty (30) calendar days of the effective date of the Agreement or at completion of probationary period, whichever is later, become members, or in the alternative, shall as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

- 2.11 Membership in the Union is separate and distinct from the assumption by an employee of his/her equal obligation to compensate the Union for the benefits he/she received from representation. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Union. The terms of this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Union. Accordingly, it is agreed that it is fair that each employee in the bargaining unit pay equally for benefits received and that each assume his/her fair share of the cost of representation.
- 2.12 Each employee as a condition of continued employment shall authorize the deduction of membership dues or assessments of the Union from his/her salary, if he/she shall not be a member of the Union, shall authorize deduction of an agency service fee. The service fee shall be determined by the Union and shall be equivalent to each member's proportionate share of the cost of negotiating and administering the collective bargaining agreement, but in no event shall it be more than dues paid by a member. If during the term of this Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful.
- 2.13 Each employee shall authorize in writing the deduction of Union dues, or the agency service fee, as the case may be, in accordance with the following schedule, namely:
- A. Regular employees employed by the Employer on the date of the signing of this Agreement, within thirty (30) days of such signing.
 - B. Probationary employees or employees employed after the signing of this Agreement, within ten (10) days after completion of the probationary period.

An employee who shall tender or authorize the deduction of membership dues (or the agency service fee) shall be deemed to meet the condition of this Article so long as such employee is not more than sixty (60) days in arrears of payment of such dues or fees. It shall be the responsibility of the Union to notify the Board of any employee who is delinquent.

- 2.2 Check-Off Procedure. Employee authorization for the deduction of Union dues or for the payment of the agency service fee shall identify the employee, the amount of each deduction, the period for which deductions are to be made, and be signed by such employee. The Employer shall deduct the authorized amount due from each employee's pay and transmit the total deductions to the financial secretary of the Union within fifteen (15) days following such deduction together with a listing of each employee for whom deductions were made. The Employer

shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deduction other than to correct such errors. In the event of overpayment, the Union agrees to refund such monies as soon as possible.

- 2.3 Application and Indemnification. The Employer shall not be required to discharge any employee under the provisions hereof until the rights of such employee shall have been determined nor shall the Employer have the obligation to institute any litigation for the purpose of determining such rights. The Union assumes full responsibility for the validity and legality of the provisions herein set forth. The Union by the execution of this Agreement expressly agrees to indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions herein set forth or by reason of claims or demands made by the Union that an employee be discharged because of the provisions herein set forth.
- 2.4 Visitation. Authorized representatives of the Union shall have the right to enter the Employer's premises, upon showing proper identification to the building principal or his/her designate during working hours for the purpose of ascertaining that the terms of the Agreement are being observed by the parties or for assisting in the adjustment of grievances provided that no such activity shall interfere in any manner with the conduct of the lawful activities of the Employer nor shall any observation by representatives of the Union be in areas which would be detrimental to the management and function of the school system or its students. Except by the express agreement of the Employer, the performance of the duties of an employee shall not be interrupted during working hours for the purpose of conducting any Union activities whatsoever, provided, however, that this provision shall not prevent the authorized representative from having such limited contact with the employees as shall be necessary to ascertain that the terms of the Agreement are being observed.

ARTICLE 3 - NO STRIKE -- NO LOCKOUT

- 3.1 Union Cooperation. The Union agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. The provisions of this Section shall remain in full force and effect until such times as this Agreement shall be superseded by a new Agreement between the parties.
- 3.2 Employer Cooperation. The Employer agrees to cooperate with the Union in the application of this Agreement and further agrees that it will not engage in any lockout or related activity. The provisions of this Section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.

ARTICLE 4 - EMPLOYER RIGHTS AND RESPONSIBILITIES

- 4.1 **Management Rights.** The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan, or of the United States, and all rights and powers to manage and conduct the activities of the Employer and to utilize and direct its employees, except as otherwise expressly provided in this Agreement. These powers, rights, authority, duties and responsibilities shall include but not be limited to the following: work assignments, transfers, promotions, demotions, shift schedule, directing daily work, discipline employees, increase or decrease work force, and specify the uniform provided such management rights/actions are not arbitrary or discriminatory.

ARTICLE 5 - EMPLOYEE CONDUCT AND RESPONSIBILITIES

- 5.1 Although the parties acknowledge the difficulty of completely and precisely defining the responsibilities of each employee, it is recognized that the responsibilities include the following:
- 5.11 The performance of all duties with reasonable diligence and in a competent manner.
 - 5.12 The prompt notification of the Employer of any physical or mental condition of the employee which may temporarily or permanently impair the ability of the employee from discharging his/her responsibilities.
 - 5.13 The prompt notification of the Employer of any defective condition in the physical facilities of the District which may cause damage or be required to provide proper maintenance. Lead custodians shall consult and confer during inspections with insurance firms which are contracted by the employer.
 - 5.14 Compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement.
 - 5.15 The avoidance of tardiness or absence and the reasonable anticipation of any event which will necessarily result in tardiness or absence and the prompt reporting of any such tardiness or absence to the Employer before the regular starting time, except in cases of emergency. Employees shall follow the procedure provided to them when reporting absences by first calling the custodial foreman and then the building principal. Should the custodial foreman not be available, the employee will call the transportation manager, then the building principal.

5.16 The avoidance of any activity which:

5.161 Is contrary to the best interests of the Employer and its responsibilities to the public for the education, safety and well being of students and other persons who may use the facilities of the District, and the proper preservation of the public property, or,

5.162 Is contrary to honesty or good morals.

5.2 Training Classes. Employees may be required to attend Employer-sponsored training classes. Employees will be compensated at their regular rate of pay for such training sessions and the Employer will pay for all books, fees or tuition.

ARTICLE 6 - DISCIPLINARY ACTION

6.1 The Union recognizes the Employer's duty to maintain good discipline for the efficient operation of the school. To this end, the Employer reserves the right to discipline and discharge employees for just cause, except when such action is arbitrary or discriminatory. The Employer recognizes the right of the employees to have Union representation, upon request, at a conference with the Employer when disciplinary action is to be taken. Disciplinary action shall be initiated by the Employer within five (5) working days after the Employer shall have received substantial evidence of the misconduct of such employee, or reasonably should have received such evidence.

6.11 Procedure. Discipline (except as the seriousness of the offense shall otherwise require) shall be progressively applied as follows:

First Step. An oral warning. (All oral warnings shall be documented by the Employer and such documentation shall indicate that the discipline constitutes an oral warning.)

Second Step. Written reprimand with copy to the Union steward.

Third Step. Written reprimand with suspension of one (1) to five (5) days signed in presence of the union steward.

Fourth Step. Additional suspension or termination signed in the presence of the Union steward.

When the offense merits, the Employer has the right to terminate the employee, or to impose lesser appropriate penalties other than discharge without regard for Steps One through Four. When the Employer disregards these steps, the Union steward will be consulted.

6.12 Restoration of Status. After an employee has been formally disciplined, the employee may earn restoration of his/her status as an employee in

good standing. For each year of employment after the last discipline, the employee shall be moved back one (1) step in the progressive discipline procedure until the employee is considered to be at step one. Unless the employee is notified when the discipline is initially rendered that the seriousness of the offense is so great that the disciplinary action will not be removed from the file, all references to a disciplinary action shall be removed from an employee's record after three (3) years of service without disciplinary action. It shall be the employee's responsibility to request such removal at the end of three (3) years.

ARTICLE 7 - SENIORITY AND LAYOFF

7.1 Probation.

- 7.11 A newly hired employee, or an employee upon entry into the bargaining unit, shall be on probationary status for ninety (90) calendar days taken from and including the first day of employment, provided that employees having contact with students or teachers in the performance of their duties shall serve at least thirty (30) work days while school is in session. If at any time prior to the completion of the probationary period the employee's work performance is unsatisfactory, he/she may be dismissed by the Employer during this period without recourse to the terms of this Agreement.
- 7.12 Probationary employees who are absent during the probationary period shall work additional days equal to the number of days absent and such employee shall not have completed his/her probationary period until these additional days have been worked.
- 7.13 Upon satisfactory completion of the probationary period, the employee's seniority shall begin to accrue from hire-in-date.
- 7.14 Seniority in classification shall be as of date of entry into the classification, except for a probationary employee, in which case it shall be the date of completion of probation as provided in 7.11 above.
- 7.15 An employee shall lose his/her seniority for the following reasons: (1) He/she resigns from a classification covered by this Agreement; (2) he/she is discharged for cause and not reinstated.
- 7.16 Part time employees will be credited with seniority on a prorata basis for the purpose of being eligible for promotion. Once an employee has achieved full time status, there shall be no distinction between full time service and prior part time service. The original date of hire shall be the date of hire for seniority and any other purpose for which length of service is measured.

7.2 Lay-Off and Recall.

7.21 In the event that the Employer determines that it is necessary to have a layoff or other form of reduction in force, the employer shall provide a minimum of ten (10) days notice to the employees in the affected classification. Said employees shall have the right to remain in said classification on the basis of seniority. Those employees unable to remain in the affected classification shall have the right to utilize their District-wide seniority to displace the least senior employee in the same and then the next lowest classification. That displaced employee shall have the right to displace the least senior employee in the next lowest classification, and such process will continue until individuals are identified for the actual layoff. Employees may only remain in the classification or displace the least senior employee in the next lowest classification. For the purpose of this provision, employees shall be deemed to be in the classification in which they are actually performing duties and individual wage rates shall be inapplicable.

Employees shall be recalled in reverse order of being laid off.

7.22 In the event of a layoff or other form of reduction in force occurring on or before June 30, 2008 which includes fifty percent (50%) or more of the bargaining unit, all employees terminated because of such reduction shall, in addition to other benefits provided in the collective bargaining agreement, receive as severance the following:

- a. Extended coverage of health insurance for the three (3) full months following termination. Premiums shall be fully paid by the Board.
- b. Four (4) weeks of wages, payable consistent with the established payroll schedule.

7.3 Transfer and Promotion.

7.31 Each transferred or promoted employee shall be placed on a thirty (30) work day trial period when school is in session and in contact with students and teachers (during the school year) while in the performance of their duties.

7.32 The bargaining unit seniority which was accumulative as of the date the employee is transferred or promoted shall be retained for an employee who accepts a transfer or promotion dealing with classifications covered by this Agreement. The employee shall have the right to exercise his/her seniority and return to a lower classification in the event that he/she vacates said transfer or promotion or does not satisfactorily complete the trial period.

- 7.33 In making lateral transfers within a classification when a vacancy is posted in accordance with 8.1, the position shall be awarded to the most senior candidate.
- 7.4 Seniority List. Upon request of the Union, a current seniority list to include hire-in-date and classification shall be made available to the Union July 1st of each calendar year.
- 7.5 Demotion. When an employee is demoted, he/she shall replace (bump) the least senior employee in that classification in another building. In such event, the employee shall be paid at the rate of pay applicable for the classification in which the employee is performing duties.
- 7.6 Temporary and/or involuntary transfers to another work site shall not exceed thirty (30) work days. If the transfer is to a higher classification and the transfer exceeds fourteen (14) work days, the employee shall receive the rate of pay for the higher classification for all hours worked in that classification.

ARTICLE 8 - PROMOTIONAL PROCEDURE

- 8.1 Notice of all vacancies and newly created positions shall be posted on employee bulletin board within five (5) work days from the date of the vacancy, and the employee shall be given three (3) work days in which to make a written application. 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.
- 8.2 The employer shall rate all applicants for promotion and for new positions in accordance with the following criteria:
- 30% of the rating shall be based upon the employee's District-wide seniority.
 - 50% of the rating shall be based upon the employee's ability to perform the duties of the applied-for position. Ability to perform shall be determined by demonstrable skills and past experience which has been, or is capable of being, documented. (For a building leader position, ten (10%) percent of the above-mentioned fifty (50%) percent factor shall be attributable to the successful completion of at least one (1) skilled trade course offered at an institution such as a local community college.)
 - 20% of the rating shall be based upon the Employer's judgment of the employee's attitude, performance (such as attendance problems), ability to supervise others and ability to get along with students, staff and the public.

- From the applicants, the Employer shall select the employee who receives the highest rating for the vacant or new position. The Employer will fill the vacancy subject to the posting within five (5) days of the decision relative to the successful candidate.
- 8.3 During the process utilized by the Employer to fill a head custodian position, a committee of three (3) individuals interviews the eligible applicants and is involved in rating the applicant. The bargaining unit shall select one (1) of the individuals which will serve on such three (3) person committee each time a head custodian position is going to be filled by the Employer.

ARTICLE 9 - NEW JOBS AND CLASSIFICATIONS

- 9.1 The Employer may establish, modify or eliminate existing classifications or positions, and such new or revised job descriptions, specifications, classifications, and rate of pay as may be appropriate, provided that the action shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an employee with the same classification or position at more than one location within the District shall not constitute the modification or establishment of a new or revised job classification or position.
- 9.2 The Employer shall place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union steward and/or business representative in writing of any such temporary job which has been placed into effect upon the institution of such job. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter, during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and rate of pay. The negotiated rate if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure at Step III. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become part of this Agreement.

ARTICLE 10 - CONTRACTUAL WORK

- 10.1 Contracting. The parties recognize the obligation of the Employer to the public to maintain and preserve at a reasonable cost the physical facilities of the

District. Nothing in this Contract shall limit the right of the Employer to use such equipment, techniques and procedure or to contract or subcontract such work as the Employer may determine to be in the best interest of the public, provided, however, that the Employer shall not exercise such rights for the purpose of undermining the Union nor discriminating against any of its members.

- 10.2 Privatization. When the employer assigns a transfer excluding the bargaining unit to another outside contractor or non-union employee, the employer should be required to provide thirty (30) day notice to the bargaining unit and the opportunity to bargain the impact with the employer's decision.

ARTICLE 11 - DUTIES AND WORK PROCEDURES

- 11.1 Jurisdiction. In addition to rights of the Employer set forth in other provisions in this Agreement the Employer shall have the right to employ or otherwise engage in the services of persons not covered by this Agreement for the purpose of instructional training, emergencies, or seasonal help, provided, however, in such latter event no employee or the Union shall be displaced thereby.

ARTICLE 12 - HOURS AND WORK PROCEDURES

- 12.1 Work Week. The work week shall consist of forty (40) hours during a period beginning Monday extending through Friday.
- 12.2 Work Day and Scheduling. The normal work day shall be eight (8) consecutive hours excluding a 1/2 hour unpaid lunch period. An employee shall receive not less than seven (7) days written notice prior to the date of any proposed schedule change, except emergencies shall require a shorter notice. The normal scheduled work week, work day, or shifts shall not be changed without reasonable cause and prior consultation with the Union.
- 12.3 Rest Periods. Lunch Break: Each employee on the afternoon and night shift shall be allowed 1/2 hour paid lunch period. The employee shall remain on the premises and be reasonably available for performance of necessary duties. Rest Periods: Each employee covered by this Agreement shall receive one (1) 15 minute rest period during each half day worked. The rest period shall not interfere with normal operations. Notwithstanding any other provision of this Agreement, any employee starting his or her shift after 1:00 p.m. shall be considered on the afternoon shift, and any employee starting his/her shift prior to 1:00 p.m. shall be considered on the day shift.
- 12.4 Distribution of Overtime. Overtime shall be divided and rotated as equally as possible within the building according to seniority and among the employees who regularly perform such work, provided they are qualified to perform the work. If requested to work overtime, the employee will normally do so unless excused. The Employer will endeavor to give employees advanced notice of overtime

assignments. When equalizing overtime within a building, such overtime distribution shall be equalized among all individuals assigned to that building which shall include part-time employees and employees assigned on a part-time basis.

- 12.5 Overtime not accepted by the employees within a building shall be offered on a seniority basis to other members of the bargaining unit. If all employees decline, overtime may be assigned to the least senior employee on a rotating basis. If an emergency occurs within a prior twenty-four (24) hour period to the overtime, the employer may assign an employee overtime.
- 12.6 On three (3) occasions per Contract year, the Employer has the right to develop a Tuesday through Saturday work schedule for the purpose of performing work that could not be performed on the normal schedule. When establishing such schedule, The district shall give first opportunity for such schedule change to the employee in the affected building on a voluntary basis. If not enough building employees volunteer, the School District shall then ask for volunteers on a unit-wide basis. Following that, if there are still not enough individuals to perform the required work, unit members may be assigned to such schedule on the basis of least seniority duties. The School District shall give unit members reasonable notice of such schedule changes.

ARTICLE 13 - COMPENSATION

- 13.1 Basic Compensation. The basic compensation of each employee shall be as set forth on Schedule A.
- 13.2 Overtime Compensation.
- 13.21 Overtime Rate. Time and one-half (1 ½) will be paid for: All time worked in excess of eight (8) hours in a twenty-four (24) hour period, provided that the employee works forty (40) hours in that week; all time worked in excess of forty (40) hours in one work week, for which overtime has not already been earned. Time and one-half (1 ½) will be paid for all hours worked on Saturday and Sunday. For that purpose of overtime calculation, the Employer shall utilize the normal day running from
- 13.22 Overtime Premium. Overtime premium shall not be pyramided, compounded, or paid twice for the same time worked, except for work performed on a holiday.
- 13.3 Shift Differential. Employees whose regular shift contains six (6) or more hours worked between 3:00 p.m. and 7:00 a.m. will receive a shift differential for all hours worked that day. The shift differential is .27¢ per hour.

- 13.4 Call-in Pay. Whenever an employee is called-in, back to work after the completion of or prior to his/her regularly scheduled working hours, he/she shall receive pay for the actual time worked at time and one-half (1 ½) his/her regular rate of pay for hours worked or a minimum of two (2) hours pay at his/her straight time rate, whichever is greater.
- 13.5 Upon retiring from the Comstock Public Schools with 25 or more years of service the district will provide a \$550 retirement bonus.
- 13.6 Fringe Benefits. The Employer shall provide fringe benefits as set forth on Schedule B.
- 13.7 Deductions. The Employer shall have the right to deduct from the pay of employee such amounts as may be required by law, together with such additional sums as may be mutually agreed upon by the Employer and the employee.
- 13.8 Method of Payment. All wages deposited in the financial institution of the employee's choice and the pay schedule shall be deposited by 9:00 a.m. on the day preceding a payday or a payday that falls on a holiday.
- 13.9 Shift Change. Shifts are posted and the hours can not be changed for ninety (90) days from the first day of student attendance.

ARTICLE 14 - LEAVES

- 14.1 Sick Leave. Upon the completion of the first thirty (30) calendar days of the probationary period, an employee shall be credited for each twelve (12) months of employment with twelve (12) days of sick leave for non-compensable personal injury, illness, or quarantine. Leave shall accumulate from year to year to one hundred (100) work days. Employees may utilize sick leave to provide for illness within the immediate family.
- 14.11 Verification. The parties recognize that the Employer always has the right to ask for medical verification for sick leave utilization when the Employer believes that such benefit is being abused.
- 14.2 Funeral Leave.
- 14.21 Employees may have up to three (3) days off with pay for a death in the immediate family (father, mother, child, spouse, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandchild, grandparent, or grandparent-in-law, step parent, step grandparent and step children.) Two (2) additional days may be granted upon request where there are extenuating circumstances, such as closeness of personal relationship,

responsibility for arrangements, or travel. Any additional days beyond the five (5) will be charged against sick leave.

- 14.22 Other Relatives or Close Personal Friends. Employees may upon request have sufficient time off with pay to attend the funeral of other relatives or a close personal friend. Such time off shall not exceed more than (1) day per occurrence and such leave may not be utilized by any employee more than two (2) times per Contract year.
- 14.3 Jury Leave. Employees required to appear for jury qualification or jury service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received excluding expenses and travel allowances for such service. When attendance in court is not required, the employee shall report for work.
- 14.31 Subpoena. An employee subpoenaed to testify in court, civil, or criminal proceedings in which the employee is not a party to the proceedings will be allowed two (2) days with pay per contract year for this purpose. Compensation received for performing such duties will be turned over to the employer.
- 14.4 Personal Leave. Any employee shall be credited with two (2) days leave with pay for legitimate business, professional or family obligations which cannot reasonably be scheduled outside of the regular work day. Personal leave shall be granted at the Employer's discretion for legitimate reasons and shall not be used for other employment or the seeking of other employment, or for social recreational, vacation, or other similar purposes. The Employer shall not be required to grant leave on any one day to more than one (1) employee nor on any one day immediately preceding or following a holiday for such employee. Except in the case of an emergency, a request for a personal leave shall be made not less than three (3) working days prior to the leave date requested. Personal leave days shall not accumulate. Employees may utilize personal leave in increments of not less than two (2) hours.
- 14.5 Meritorious Leave. The Employer, on its own motion or upon written request of an employee, may grant a leave for reasons of general health, family emergencies, military service, or other reasons deemed meritorious by the Employer. The Employer may require substantiating evidence for granting or renewing leave.
- 14.6 Leave Adjustment. No payment for unused leave shall be made. If an employee shall not complete the contract period, the Employer shall be reimbursed for any days, or fractions of days, used in excess of the proportionate leave days earned as of the termination date, provided that this provision shall not apply in the contract year in which an employee shall retire. Except as the Employer shall otherwise agree, leaves shall be allocated in one (1) day increments, shall be charged against duty days only and shall cease to accumulate during such period as the employee is on leave of absence, laid off,

receiving Workers' Disability Compensation or disability insurance benefits, or otherwise not regularly providing services to the Employer.

- 14.7 When the employer closes the district, no employee with a previous arranged leave shall be accessed a sick day or floating holiday. An employee on sick leave shall not be accessed a sick leave day should that day occur when the district is closed. An employee on vacation shall not be accessed a vacation day should that day occur when the district is closed. It is up to the employee to notify the employer within 5 days.

ARTICLE 15 - GRIEVANCE PROCEDURE

- 15.1 Application. A party or employee having a grievance concerning interpretations or application of this Agreement, which has not been satisfactorily resolved within four (4) work days through normal procedures, may file a written grievance.
- 15.2 Step One. The grievance shall be filed within five (5) work days of the event or the administrative decision, whichever is later. A written reply shall be filed within fifteen (15) work days from receipt.
- 15.3 Step Two. If the reply is not satisfactory, the aggrieved party may within five (5) work days of receipt request a conference. It shall be held within five (5) work days and a representative of both parties shall be present. An employee may in writing waive attendance at the conference and shall have the right to have an individual representative present. The party against whom the grievance is filed shall file a written reply with each party at the conference within five (5) work days after the completion of the conference.
- 15.4 Step Three. If the written reply is not satisfactory, the aggrieved party may submit the dispute to the American Arbitration Association in accordance with its rules and regulations within five (5) days of receipt of reply.
- 15.41 The arbitrator's powers are expressly limited as follows:
- A. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement.
 - B. The arbitrator shall have no power to hear or decide issues other than the one expressly disclosed in the original grievance.
 - C. The arbitrator shall have no authority to hear or determine any dispute involving the exercise of a management function which is within the authority of the Employer.
 - D. The decision of the arbitrator shall be final and binding if within the scope of his/her authority.

15.42 The cost of arbitration shall be paid by the losing party. In cases where the issue has not clearly been decided in favor of one of the parties, the cost of the arbitration shall be borne equally by the parties.

15.43 The arbitrator's decision shall be due within thirty (30) days of the hearing.

15.5 General Procedure. All grievances shall be in the form set in Exhibit I. An instrument shall be deemed received one (1) day following its deposit in the United States mail, postage prepaid, when addressed as follows:

Employer	Office of the Director of School Operations Comstock Public Schools 301 North 26 th Kalamazoo, Michigan 49048
Union	Comstock Custodial Employees - MEA 5600 Portage Road Kalamazoo, MI 49002

or such address as shall hereafter be furnished in writing.

15.51 At any time during the process of a grievance the employee or Union fails to meet a deadline, the grievance shall be considered dropped and no further action on the said grievance shall be required.

15.52 At any time during the process of a grievance the Employer fails to reply within the deadline established in this Agreement, the said grievance shall have been denied.

15.6 The provisions of the grievance procedure shall not apply to any event, decision, interpretation or application of this Agreement for which recourse is being sought through some other court, board or commission.

ARTICLE 16 - MISCELLANEOUS

16.1 Uniforms. Each full-time and part-time employee upon the completion of the probationary period shall receive five (5) complete uniforms for the first year of employment. On the anniversary of this agreement and each year thereafter, each custodian will receive three (3) complete uniforms. The employee will have the option to "trade off" pieces of his/her uniform for extra uniform shirts, pants, or a uniform jacket which is acceptable to the employer. the employee shall make up any additional expenses.

For example: In 1998 employees are to receive 3 additional complete uniforms. Employee "A" decides he/she has no need of additional pants, however he/she would like some extra shirts. Employee "A" may use his/her uniform allotment to

"purchase" extra shirts, provided the total cost does not exceed what the cost of the pants would have been.

Uniforms shall be worn during working hours and shall be maintained by the employee in a neat and serviceable condition. T-shirts shall continue to be available as part of the uniform. Shorts provided by the employee and approved by the building administrators may be worn during the summer break. The "maintenance man" shall have the option of the continued use of rental company uniforms—eleven (11) sets for use during a two (2) week period.

The Uniform Committee, comprised of 2 union members and 2 administrators, shall recommend the color and style of the uniforms.

The Uniform Committee shall reconvene as future custodial contracts are negotiated to discuss and recommend any changes to Article 16.1 to the director of operations.

A sixty dollar (\$60) allowance for work shoes, for all members of the unit, will be included in the employee paycheck closest to July 1 of each year.

- 16.2 Supervision. Except as an employee shall be required to perform duties at more than one (1) work location, he/she shall be directly responsible to one (1) supervisor. The supervisor shall be specified from time to time by the Employer and the employee shall be entitled to receive reasonable notice thereof.
- 16.3 Health and Safety. Each of the parties agrees to take all reasonable precautions necessary to safeguard the health and safety of the employees, the Employer, students and members of the community. If an employee is injured on the job and is required to leave the job by virtue of his/her injury as determined by the doctor of the Employer, he/she shall be paid for the balance of his/her regular shift for that day. Any physical examination required by the Employer or by the State of Michigan as a condition of employment shall be paid by the Employer. No custodian will be required to participate in a bomb search in a manner which goes beyond a general observation of assigned areas.
- 16.4 Site Based Decision Making. No provisions of the bargaining agreement shall be altered or superseded except as mutually agreed in writing by the employer and bargaining unit. Alterations shall be subject to ratification and established grievance procedures. Participation shall be voluntary and membership in committees will be determined within the bargaining unit. Participants shall have access to training if provided by the employer. Participants shall have access to agendas prior to scheduled meetings. Participants meeting during the assigned shift, will make up all lost time to the employer on that assigned shift.
- 16.5 Bulletin Boards. The Employer will furnish for the local Union one (1) bulletin board at each building location. The boards shall be used for the purpose of posting Union related notices. Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Employer, any

of its employees, or any labor organization among its employees; no material, notices or announcements which violate the provisions of this Section shall be posted.

- 16.6 Incident Weather. When adverse or other conditions make it advisable to close school, each employee shall make every reasonable effort to comply with the normal report-to-work time. When conditions make normal reporting impossible, the Employer will make reasonable allowance for tardiness if the employee notifies the Employer of aforementioned problems. When the school is closed the custodian's work hours shall be a four (4) hour work day unless in an emergency the administration has the right to require a full day of work.

16.61 Severe Conditions. In conditions of unusual severity, the Employer may advise the employees not to report with no loss of benefits.

ARTICLE 17 - SCOPE, WAIVER AND ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the Employer unless the same has been ratified by the Union and executed in writing by the parties hereto. 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 or and conditions herein.

ARTICLE 18 - BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto and their successors and assigns, except in the case a Section is found to be contrary to law, that Section shall not be binding.

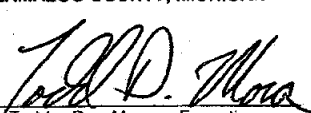
ARTICLE 19 - TERMINATION, CHANGE OR AMENDMENT

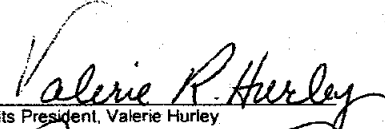
This Agreement shall be effective as of July 1, 2005, and shall remain in full force and effect until June 30, 2008, (except as herein otherwise provided) and from year to year thereafter unless and until either party desiring to change or terminate this Agreement notifies the other party at least sixty (60) days prior to June 30, 2008, or any subsequent year. Such written notice shall be sent by mail to the recognized address of the other party. If no such notice is given, then all the provisions of this Agreement shall be automatically renewed for an additional year.

**BOARD OF TRUSTEES OF THE
COMSTOCK PUBLIC SCHOOLS,
KALAMAZOO COUNTY, MICHIGAN**

**COMSTOCK CUSTODIAL
EMPLOYEES—MEA**

By:


Todd D. Mora, Executive
Director of Finance and Operations


Its President, Valerie Hurley

By:


Terry Simpson, Custodial Foreman


Terry Burnett, MEA Uniserv Director

COMSTOCK PUBLIC SCHOOLS

SCHEDULE "A"

BASIC COMPENSATION—CUSTODIAL AND MAINTENANCE EMPLOYEES

Section 1:

	2005-2006	2006-07	2007-08
Skilled Maintenance	\$15.81	\$16.13	\$16.37
Lead Custodian - High School	\$15.71	\$16.02	\$16.26
Lead Custodian-NEMS	\$14.93	\$15.23	\$15.46
Lead Custodians - ACLC & All Elementaries	\$14.38	\$14.67	\$14.89
Delivery/Ass't Maintenance	\$14.12	\$14.40	\$14.62
General Custodian	\$13.53	\$13.80	\$14.01
Probation	\$13.13	\$13.39	\$13.59
Part-Time	\$11.26	\$11.49	\$11.66

Section 2: Employees in the "C-1" category will receive their increment step at their proper anniversary date.

Section 3: The pay periods shall be as established by the Employer.

Section 4: The Employer will pay the employee portion of his/her retirement.

Section 5: All new employees in the bargaining unit shall be compensated strictly in accordance with the Compensation Schedule set forth in Section 1, provided that during their probationary period, the compensation shall be .25¢ per hour less than the scheduled rate.

Section 6: Effective the first paycheck of December, employees with five (5) or more years of continuous employment will be eligible for a longevity payment as follows: for 01-02, eighteen (\$18.00) dollars per year of service.

COMSTOCK PUBLIC SCHOOLS

SCHEDULE "B"

FRINGE BENEFITS

Section 1: Vacation.

- A. The parties acknowledge the benefit of vacation time to both the District and to the Employee. Every effort will be made to grant vacation requests. Each employee shall be entitled to receive vacation with pay in accordance with the following schedule, namely:

Completion of 1st Year	1 Week
Completion of 2nd Year	2 Weeks
Completion of 6th Year	3 Weeks
Completion of 11th Year	4 Weeks

1. Vacations earned in accordance with the above schedule shall be allotted on the anniversary of the employee's date of hire.
 2. Vacation days must be used within twelve (12) months in which the days were allotted. Vacation days may be taken in increments of not less than two (2) hours.
 3. All vacation usage must have prior approval by the employee's immediate supervisor.
 4. The administration shall determine the number of employees who can be excused for vacation at any one time.
- B. Vacation Request Procedure.
1. Vacation requests for the December/January break must be submitted to the administrative supervisor in the building by September 15. (For the 98-99 school year, requests are to be submitted by October 15.) Preference as to the choice of dates will be given based on the employee with the most unit-wide seniority in the building. Employees shall receive written response to their request within seven (7) workdays of this date. Requests received after this initial processing will still be processed but with the understanding that the requested dates may no longer be available.
 2. Vacation requests for the Summer Break must be submitted to the administrative supervisor in the building by May 15. Preference as to the choice of dates will be given based on the employee with the most unit-wide seniority in the building. Employees shall receive written response to their request within seven (7) workdays of this date. Requests received

after this initial processing will still be processed but with the understanding that the requested dates may no longer be available.

3. All other vacation requests shall be submitted to the administrative supervisor in the building at least two (2) weeks prior to their desired vacation, except in the case of emergency. The employee shall receive a written response within seven (7) workdays. In the case of an emergency submission, a timely response will be provided.
4. When multiple requests are received in a building, at the same time, preference will be given to the employee with the most unit-wide seniority in that building.
5. Employees terminating employment shall receive prorated vacation allowance based upon one-twelfth (1/12) of the vacation pay for each month or major fraction thereof between his/her anniversary date and his/her termination date.

Section 2: Holidays. Employees will be granted the following holidays with pay, namely:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Friday before Spring Break	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

Employees required to work on any of the above-named holidays shall receive time and a half (1 1/2) for all hours worked in addition to the regular holiday pay.

If an employee is on vacation on any of the above-named holidays, he/she shall be entitled to an additional day off with pay for the holiday, or he/she shall receive pay for the holiday. An employee on extended sick leave on any of the above named holidays shall not have that day deducted from his/her accumulated sick leave.

In addition to the above-named holidays, each employee shall be granted one (1) floating holiday per Contract year. Beginning with school year 2000-01, an additional floating holiday will be added. One of these two days shall be limited to use only during non-instructional periods. An employee desiring to utilize said floating holiday shall make a request for such use to his/her supervisor at least one (1) week prior to the date of desired utilization. It is understood that the Employer may deny the utilization of the floating holiday based upon the availability of other employees to meet the needs of the Employer; however, the Employer shall not unreasonably withhold approval of the utilization of such floating holiday.

Section 3: Insurance. The Employer shall provide for each full time permanent employee.

- A. Health Insurance

1. The Board of Education will pay ninety-five (95%) percent of the premium for the single, two-person, and full family MESSA Choices II plan with a \$10/\$20 prescription card.
2. An employee who receives compensation of at least sixty (60%) percent of his/her normal monthly compensation shall continue to be eligible for payment of the health insurance premium by the Employer for that month.
3. If an employee elects not to be covered by the health insurance provided in this Contract, he/she shall be eligible for a payment of \$75.00 per month which shall be paid into an annuity of the employee's choice provided said annuity has already been approved by the School District.
4. The Board will increase its contribution to health insurance premium to cover premium increases for the life of this Agreement.

B. \$15,000 term life insurance

C. Long term disability coverage as follows:

1. For employees employed prior to August 12, 1973, sixty (60%) percent of their last salary after a thirty (30) calendar day waiting period, or the expiration of accumulated sick leave, whichever is greater. All other employees shall receive sixty (60 %) percent of their last salary after ninety (90) calendar day waiting period.
2. Length of benefit is two (2) years of illness or age sixty-five (65) for accidental disability. Both are maximum. This is social Security coordinated benefit.

All above plans are described and contained in the Master Insurance Contract which is available for inspection upon request.

D. Dental Expense Insurance

Basic Benefits:

Percentage	60%
Lifetime Deductible Amount	\$ 60
Maximum Annual Dental Benefit each	\$600

Orthodontic Expense Insurance - Not Included in Policy

E. Employees working less than full time will have their fringe benefits provided by the Employer prorated.

COMSTOCK PUBLIC SCHOOLS

SCHEDULE "C"

JOB CLASSIFICATION

Section 1: Classification Duties

- A. **Skilled Maintenance:** A Skilled Maintenance employee shall be assigned full time to maintenance and be able to perform the maintenance duties required by the school but not performed by other Union employees. These duties shall include but not be limited to the following:
1. Minor electrical work
 2. Plumbing
 3. Boiler maintenance
 4. Heating, air-conditioning, and controls
 5. Roofs
 6. Doors and locks
 7. Grounds
 8. Other equipment
- B. **Lead Custodian – High School.** A Lead Custodian High School employee shall:
1. Be able to perform all the duties of a category Lead Custodian NEMS employee.
 2. Have the overall responsibility for all the high school physical facilities.
- C. **Lead Custodian – NEMS.** A Lead Custodian NEMS employee shall:
1. Be able to perform all the duties of a category Lead Custodian – ACLC & Elementary employee.
 2. Have the overall responsibility for all the NEMS physical facilities.
- D. **Lead Custodians – ACLC, all Elementaries.** A employee shall:
1. Be able to perform all maintenance duties required by the school which have normally not been performed by others.
 2. Be responsible for Adult Education Building or an elementary of 375 or more student population physical facility, and be able to perform all of the duties of a category "C" employee.*

- E. Delivery/Assistant Maintenance. A Delivery/Asst. Maintenance employee shall:
1. Be able to perform all the duties and functions required of a truck driver as assigned by the school. The truck driver must carry out the duties and responsibilities regarding deliveries and inventory as assigned by the school.
- F. General Custodians. A General Custodian employee shall:
1. Be responsible for the performance of duties involving the care and maintenance of buildings and grounds.
 2. He/she performs daily and periodic thorough cleaning tasks as directed on floors, walls, doors, windows, ceilings, furniture, plumbing and equipment. This includes sweeping and mopping of floors, floor washings as needed, emptying and cleaning waste receptacles, dusting and straightening and arrangement of furniture and equipment, cleaning chalkboards, erasers, and chalk racks, heating units, ledges, shelves and sills, cleaning and sanitizing of restrooms, shower rooms and kitchens, replacing expendable supplies, replacing light tubes and bulbs, and leaving classrooms, halls, offices, cafeterias and other areas in proper condition for use.
 3. He/she carries out assigned tasks of painting, refinishing, constructing and remodeling.
 4. He/she maintains school roadways, lawns, shrubbery, trees, fencing, drains, playgrounds and their equipment, and athletic fields and their equipment, as he/she is directed.
 5. He/she maintains building security and assists other employees in guarding against theft, vandalism, fire, explosion, and storm damage. He/she reports any matter of potential danger, misconduct, and equipment malfunction, and renders assistance until help arrives in order to protect lives and property.
 6. He/she sets good examples for young people using sound judgment and displaying attitudes in performing his/her work, dealing with others, and in personal appearance and conduct.
 7. He/she performs his/her duties with care and thoroughness using good sense and in the knowledge that his/her contributions are an indispensable part of the teamwork required in promoting good education.
 8. He/she carries out matters of preparing facilities for use at school and community events on the premises, then returns the areas to proper conditions for regular use.
- G. Part-time General Custodial. A Part-time General Custodial employee is a current part time employee who has voluntarily requested to work as a substitute in a General Custodial position. An employee requesting to work as a substitute must acknowledge in writing that he/she has volunteered for the work and is aware that such work is to be compensated at a rate lower than the standard General Custodial rate.

ADDENDUM D

Attendance Incentive Program

1. The purpose of this incentive program is to reduce absenteeism.
2. The only exceptions to the counting of an absence will be pre-approved vacation (Schedule B, Section 1), contractually obligated personal leave (Article 14.4), floating holiday (Schedule B, Section 2), and approved funeral leave (Article 14.2)
3. Employees will receive a monetary attendance incentive based on the following schedule:
 - a. 0 absences in the contract year = 50 hours
 - b. 1 or fewer absences in the contract year = 34 hours of regular rate pay.
 - c. 2 absences in the contract year = 25 hours of regular rate pay.
 - d. 3 absences in the contract year = 14 hours of regular pay.
 - e. 4 or more = no payment
4. The monetary attendance incentive payment will be made on or before the 1st pay in November following the contract year.
5. For the purposes of the incentive program, a tardy will count as an absence.
6. All discipline regarding attendance and tardiness will be handled through the discipline procedure outlined in Article 6.

LETTER OF AGREEMENT
between
Comstock Public Schools
and
Comstock Custodial Employees - MEA

SNOWPLOWING

By their signatures the parties agree to the following:

It is understood that snowplowing is the responsibility of the bus mechanics, who are not a part of the custodial bargaining unit.

When more than two (2) snowplowers are needed, a list will be drawn up from the custodial unit from which additional plowers will be selected.

The custodial list will be drawn up annually from qualified volunteers, who sign up on a sheet provided by the Employer by September 1 of each year. The initial list (1992-93) will be based on seniority and will start with the most senior person. Each year thereafter, the top two (2) senior custodial snowplowers from the previous year's list will drop to the bottom.

During normal working hours, some incidental clean up will be done by other employees.

If equipment is mistreated or property abused, the employer may discipline the employee by withdrawing that employee's name from the list.

If there are no volunteers for snowplowing from the custodial unit in any given year, the employer may go outside the bargaining unit.

The employer will provide training for employees who request it.

Robert D. Mora
for the District

1/10/07
Date

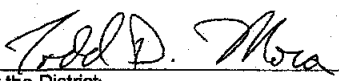
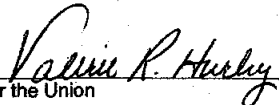
Valerie R. Hurley
for the Union

1-8-07
Date

LETTER OF AGREEMENT
between
Comstock Public Schools
and
Comstock Custodial Employees - MEA

MAINTENANCE SHARING

The Comstock Public Schools has the right to cross-district share our AA Employee who belongs to the bargaining unit. It is further understood that it will not cause a loss of work of other members of the bargaining unit. It is further agreed that maintenance people from other districts can be brought in to our district sharing maintenance work but again will not result in lost work of the bargaining unit members.

 for the District	 for the Union
<u>1/10/07</u> Date	<u>1-8-07</u> Date

LETTER OF AGREEMENT
between
Comstock Public Schools
and
Comstock Custodial Employees - MEA

Wage for Substitute Work

The parties hereby agree to resolve the Roy Shallhorn/Brad VanAvery grievance dated 3-12-1999 as follows:

1. To amend Schedule A with the Additional Category:

Part-time General Custodial -- \$10.00 per hour.

2. To amend Schedule C, Job Classification by adding the following:

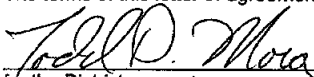
Part-time General Custodial Employee. A Part-time General Custodial employee is a current part-time employee who has voluntarily requested to work as a substitute in a category "C" position. An employee requesting to work as a substitute must acknowledge in writing that he/she has volunteered for the work and is aware that such work is to be compensated at a rate lower than the standard General Custodial rate.

The employer agrees that substitute work is work to be performed in any building outside of your regular assignment, and that substitute work shall in no way be offered so as to eliminate opportunities for overtime work.

3. That current part-time employees who have volunteered to work as a substitutes shall be offered any available substitute work first before the work is offered to someone outside the bargaining unit.

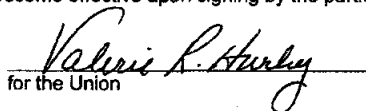
The terms of this Letter of Agreement shall be enforceable through the Grievance Procedure found in Article 15 of the negotiated agreement between the parties.

The terms of this letter of agreement shall become effective upon signing by the parties.


for the District

Date

1/10/07


for the Union

Date

1-8-07

LETTER OF AGREEMENT
Between
Comstock Custodial Employees – MEA
And
Comstock Public Schools

By their signatures the parties agree to the following:

It is understood that two custodial employees namely Cindy Montague and Jim Egan Will be working third shift at the High School and will not be collecting time and one half for the time that they work on Saturdays. The contract states that all time worked on Saturday and Sunday will be paid at time and one half. The Custodial Association understands that at this time the district has financial constraints. For the above mentioned position only, we will forgo the time and one half for Saturday work. This will be in effect until this contract expires on June 30, 2008 or they return to their regular shift which ever comes first, at which time we will revisit this issue.

We are requesting that in order to facilitate this matter the employees in question will be paid time and one half for the time that they have already worked and that from this day forward until the contract expires or they return to their previous shifts they will be paid double the shift premium of .27cents per hour for all hours worked between 11pm until 7pm. We also understand that at this time their work week will be Monday thru Saturday.

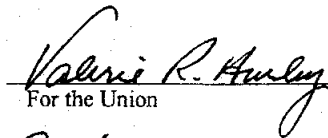
It is also agreed that these positions shall be posted and that these people working them will continue to work them until the postings are done and the jobs awarded even if it continues to be these same two people.



For the District

9/21/06

Date



For the Union

9-21-06

Date

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