

AGREEMENT
BETWEEN
DUNDEE CUSTODIAL MAINTENANCE
ASSOCIATION
(MEA/NEA)
AND
BOARD OF EDUCATION
OF
DUNDEE COMMUNITY SCHOOLS
2005 – 2006 – 2007 - 2008

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TABLE OF CONTENTS

ARTICLE 1	Agreement	1
ARTICLE 2	Purpose	1
2.1	Agreement.....	1
2.2	Dispute Resolution.....	1
2.3	Maintenance of Standards.....	1
ARTICLE 3	Recognition.....	1
3.1	Bargaining Unit Defined.....	1
3.2	Employees.....	2
ARTICLE 4	Extent of Agreement.....	2
4.1	Severability	2
4.2	Individual Agreements.....	2
ARTICLE 5	Agency Shop.....	3
5.1	Service Fees	3
5.2	Objections Policy.....	3
5.3	Dues Deductions	3
5.4	Payroll Deduction	4
ARTICLE 6	Union Rights.....	4
6.1	Information	4
6.2	Use of Facilities	4
6.3	Mail.....	4
6.4	Union Leave.....	4
6.5	Special Conferences.....	5
6.6	Competing Organizations	5
6.7	Equipment.....	5
6.8	Union Meetings.....	5
ARTICLE 7	Employer Rights.....	5
7.1	Employer Rights	5
ARTICLE 8	Bargaining Unit Member Rights and Protections.....	7
8.1	Right to Organize.....	7
8.2	Individual Rights.....	7
8.3	Personal Life	7
8.4	Non-discrimination	7
8.5	Discipline and Discharge	7
8.6	Written Discipline.....	8
8.7	Response to Discipline.....	8
8.8	Representation.....	8

8.9	Discipline System	8
8.10	Personnel Files	9
8.11	Adverse Material (leave as is).....	9
8.12	Assault.....	9
8.13	Fair and Equitable Treatment.....	10
8.14	Sexual Harassment.....	10
8.15	Accommodation.....	11
ARTICLE 9	Grievance Procedure.....	12
9.1	Definition.....	12
9.2	Hearing Levels.....	12
9.3	Alternative Selection Process	13
9.4	Miscellaneous Conditions.....	13
ARTICLE 10	School Closure/Dismissal.....	14
10.1	School Closing.....	14
ARTICLE 11	Summer Job Work.....	15
ARTICLE 12	Negotiations Procedure.....	15
12.1	Unforeseen Matters.....	15
12.2	Contract Maintenance.....	19
12.3	Negotiations Release Time	19
12.4	Negotiations	19
12.5	Agreement.....	16
ARTICLE 13	Work Year, Workweek, Workday.....	16
13.1	Work Year.....	16
13.2	Work Week	16
13.3	Workday.....	16
13.4	Duty-Free Lunch.....	17
13.5	Emergency Call-In.....	17
13.6	In-Service.....	17
13.7	Breaks	17
13.8	Overtime	17
13.9	Substitutes.....	18
13.10	Cleanup.....	18
ARTICLE 14	General Working Conditions.....	18
14.1	Unsafe Work	18
14.2	Supervision	18
14.3	Equipment.....	18
14.4	Uniforms	19
ARTICLE 15	Conditions of Employment.....	19
15.1	Licensing/Training.....	19

15.2	Custodians.....	19
15.3	Miscellaneous	20
ARTICLE 16	Seniority.....	20
16.1	Seniority Defined.....	20
16.2	Probation.....	20
16.3	Classifications	20
16.4	Seniority List.....	20
16.5	Seniority Lost.....	21
ARTICLE 17	Vacancies, Transfers, and Promotions	21
17.1	Vacancy Defined.....	21
17.2	Vacancy Posting.....	21
17.3	Vacancy Notification	21
17.4	Award of Vacancies.....	21
17.5	Selection.....	21
17.6	Trial Period	21
17.7	Transfer Rights.....	22
17.8	Involuntary Transfers.....	22
17.9	Temporary Assumption of Duties.....	22
ARTICLE 18	Reduction in Personnel, Layoff, and Recall	22
18.1	Layoff Defined.....	22
18.2	Layoff Notice	22
18.3	Layoff Procedures	22
18.4	Substitute Priority	29
18.5	Recall	23
18.6	Partial Layoffs.....	23
ARTICLE 19	Externally Funded and Other Programs	23
19.1	State and Federal Programs	23
19.2	Seniority.....	24
19.3	Current Bargaining Unit Members	24
19.4	Student Workers.....	24
ARTICLE 20	Sick Leave	24
20.1	Sick Leave.....	24
20.2	Sick Day Usage.....	25
20.3	Immediate Family	25
ARTICLE 21	Other Paid Leaves.....	25
21.1	Personal Business.....	25
21.2	Judicial Leave	25
21.3	Armed Services.....	25
21.4	Bereavement Leave.....	26

ARTICLE 22	Unpaid Leaves	26
22.1	Leaves of Absence	26
22.2	Return from Leave	26
22.3	Extensions	26
22.4	Unpaid Leaves	26
22.5	Workers' Comp	27
ARTICLE 23	Vacations	27
23.1	Vacation	27
23.2	Vacation Accumulation	28
ARTICLE 24	Holidays	28
24.1	Holidays	28
ARTICLE 25	Bargaining Unit Member Evaluations	29
25.1	Monitoring	29
25.2	Observation	29
25.3	Written Evaluations	29
25.4	Evaluation Conferences	29
25.5	Termination	39
25.6	Conclusion	39
ARTICLE 26	Job Descriptions	30
ARTICLE 27	Fringe Benefits	30
27.1	Health Insurance	30
27.2	Dental Insurance	30
27.3	Vision Care	31
27.4	Benefits Options	31
27.5	Long Term Disability	31
Schedule A	32
ARTICLE 28	Duration of Agreement	33
EFFECTIVE DATE OF EXTRA HOLIDAYS/HEALTH INSURANCE	a
GRIEVANCE REPORT FORM	b

ARTICLE 1
Agreement

This Agreement entered into this 31st day of August 2005, by and between the Dundee Custodial Maintenance Association-MEA/NEA, hereinafter called the "Union" and Dundee Board of Education, hereinafter called the "Employer".

In consideration of the following mutual covenants, it is hereby agreed as follows in this contract.

ARTICLE 2
Purpose

2.1 Agreement

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

2.2 Dispute Resolution

The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer, and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

2.3 Maintenance of Standards

The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE 3
Recognition

3.1 Bargaining Unit Defined

The Dundee Public Schools Board of Education hereby recognizes the Dundee Custodial Maintenance Association-MEA/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et. seq.; MSA 17.455 (1) et. seq., (PERA), for all non-probationary, full-time and regular part-time Custodial and/or Maintenance employees of the Dundee Public Schools. Excluded are supervisors and all other employees.

3.2 Employees

Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

- a. Full-time: A bargaining unit member who is employed thirty-five (35) hours or more per week.
- b. Part-time: A bargaining unit member who is employed less than thirty-five (35) hours per week.
- c. Probationary: A bargaining unit member who is employed to fill a full- or part-time position for a trial period of ninety (90) calendar days.
- d. School-year employee: A bargaining unit member employed to work whose employment follows the school calendar will be classified as a Custodial II employee.
- e. Full-year employee: A bargaining unit member who is employed to work on a twelve (12) month basis will be classified as a Custodial I employee, excluding summer work for Custodial II employees.

ARTICLE 4 Extent of Agreement

4.1 Severability

This Agreement shall constitute a binding obligation of both the Employer and the Union, and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found contrary to law, the parties shall meet within ten (10) workdays to renegotiate the provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

4.2 Individual Agreements

Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE 5
Agency Shop

5.1 Service Fees

Each bargaining unit member shall, as a condition of employment:

- a. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union; or
- b. Pay a Service Fee to the Union, pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of union dues collected from union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.

5.2 Objections Policy

Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in the policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

5.3 Dues Deductions

Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Union established by the Union. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

5.4 Payroll Deduction

Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA financial services programs and annuities, MESSA programs not fully employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Union and the Employer. Any new employee deductions would require eight (8) school employees to be added.

**ARTICLE 6
Union Rights**

6.1 Information

The Employer agrees to furnish to the Union, in response to reasonable requests for all available information concerning the financial resources of the District, the preliminary budget and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees preparing for grievances and for negotiations. This information includes, but is not limited to names, addresses, seniority, wage experience credit, anniversary dates of all bargaining unit members and compensation paid to them; agendas, minutes, and reports of or to all employer board meetings; and census for membership data. All requests for information must go through the Superintendent or his designee.

6.2 Use of Facilities

The Union and its representatives shall have the right to conduct union business on the Employer's property or use the Employer's equipment at times which do not interfere with or interrupt normal operations or the employees' duty time. The Dundee Board shall provide a bulletin board in the Union's work areas that can be used for union business.

6.3 Mail

The Union shall have the right to post notices of activities and matters of Union concern at designated bulletin boards in each building or facility to which employees may be assigned. The Union shall have use of the internal delivery system of the Employer. Employer shall provide mailboxes for all employees.

6.4 Union Leave

The Union shall have five (5) days annually of Union leave time at the Employer's expense. The Union shall access this time by written notice to the Employer by the Union President. No more than two (2) members at one time may be absent. The Association shall pay the current cost of the substitute, if a sub is required under this provision.

6.5 Special Conferences

Special conferences for important matters of mutual concern may be arranged at the request of either party. Such conferences shall be scheduled within ten (10) calendar days of such request.

6.6 Competing Organizations

The rights granted herein to the Union shall not be granted or extended to any competing labor organization.

6.7 Equipment

The Union, as the exclusive representative of employees within the bargaining unit described in this Agreement, shall have the right to use and/or have access to Employer facilities and equipment, including but not limited to typewriters, computers, mimeographing machines, FAX, photocopiers, and audiovisual equipment, at reasonable times when such equipment is not otherwise in use, upon the approval of the schedule by the building administrator or appropriate supervisor, per Article 5, Section B.

6.8 Union Meetings

All union meetings will take place after school hours.

**ARTICLE 7
Employer Rights**

7.1 Employer Rights

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein 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 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, the right to:

1. Manage and control the school's business, the equipment, and the operations, and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify, or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment

will be temporary and of a short duration), determine the size of the workforce and to lay off employees.

4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, building, 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.
11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.
12. The Board reserves the right to subcontract bargaining unit work in order to promote the efficient operation of the school district. Prior to subcontracting bargaining unit work, the Board will provide ninety (90) days notification and discuss the matter with the Association representatives.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the state of Michigan and the Constitution of laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan general school laws or any other national, state, county, district, or local laws or regulation as they pertain to education.

ARTICLE 8
Bargaining Unit Member Rights and Protections

8.1 Right to Organize

Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 *et. seq.*; MSA 17.455(1) *et. seq.*, (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Union and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body-exercising governmental power under color of law of the state of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA, or other laws of Michigan or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union or collective negotiations with the Employer; his/her institution of any grievance, complaint, or proceeding under this Agreement, or applicable law or regulation, or otherwise with respect to any terms or conditions of employment.

8.2 Individual Rights

Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan general school laws or other applicable state or federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

8.3 Personal Life

The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer, except in cases of Unprofessional Conduct.

8.4 Non-discrimination

The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, sexual orientation, martial status, physical characteristics or handicap, or place of residence.

8.5 Discipline and Discharge

No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, compensation, or occupational advantage

and discharges. Any such discipline shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than at the time discipline is imposed.

8.6 Written Discipline

Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which time the bargaining unit member had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Union. Any complaint not called to the attention of the bargaining unit member within a reasonable amount of time, but no more than ten (10) days after notification, may not be used in any disciplinary action against the bargaining unit member.

8.7 Response to Discipline

Any bargaining unit members who wish to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

8.8 Representation

A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the Employer of the employee's right to representation.

8.9 Discipline System

It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members:

- a. Verbal warning by appropriate administrator
- b. Written warning by appropriate administrator
- c. Written reprimand by appropriate administrator
- d. Suspension with pay pending a "Just Cause" hearing
- e. Suspension without pay
- f. Dismissal for Just Cause only

*It is agreed and understood that the aforementioned progressive system of discipline is relative to the level of infraction claimed. In the event of serious offenses, such as but not limited to, workplace violence, significant theft or other offenses that are serious enough in nature to warrant immediate dismissal, the above system of progressive discipline may not apply. In the event of such serious allegations, affected unit members will be given an evidentiary hearing to clarify the District's claims.

8.10 Personnel Files

A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment, and to have a representative of the Union accompany him/her in such review at reasonable intervals. Other examinations of a bargaining unit member's file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Union representative may review such files when necessary for contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

No material, including but not limited to student, parental, or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material and the complaint has been validated by the Employer. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material. Such signature shall be understood to indicate awareness of the material but in no instances shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit member believes the material to be placed in the file is inappropriate or in error, he or she may file a grievance for its removal or correction.

8.11 Adverse Material

All adverse material, including complaints, letters of reprimand, and evaluations shall be removed from the personnel file five (5) years after their issuance, unless it involves unprofessional conduct.

8.12 Assault

Any case of assault by a student upon a custodian shall be reported by the custodian or the Association to the Board within five (5) school days or the right to legal support by the Board shall be waived. After review of the report and any independent investigation it may make, the Board shall first determine whether the

custodian has acted in good faith to carry out its policy and inform the custodian within five (5) school days of the reporting date of the incident. If the Board determines that the custodian has properly acted in good faith to carry out its policy, it shall provide an attorney at its own expense to discuss with the custodian his/her rights and obligations concerning the incident. This obligation shall not extend to trial preparation. The following letter of intent will serve to clarify the preceding sentence: While the board's obligation to the custodian shall not include the necessity of trial preparation, it may in its own discretion carry the expense of a trial thereafter. It is the policy of the Board of Education to support custodians in student discipline matters where the custodians use reasonable judgment in handling behavior problems.

A custodian involved in an assault as specified in the above paragraph shall not be charged with time away from the job which arose as a result of the assault provided the Board determines the custodian has properly acted within the scope of its policy.

8.13 Fair and Equitable Treatment

The Employer agrees to treat all employees fairly and equitably.

8.14 Sexual Harassment

a. Sexual harassment against (or by) bargaining unit members will not be tolerated in the District's employment practices (and/or educational programs or activities). Sexual harassment for the purposes of this Article is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature or language that is deemed inappropriate by the employee when:

1. Submission to the conduct is made either an explicit or implicit condition of employment (or participation in an educational opportunity or activity);
2. Submission to or rejection of the condition is used as the basis for an employment (or an educational) decision affecting the harassed unit member (or individual), or
3. The harassment substantially interferes with the bargaining unit member's (or other individual's) work (or educational) environment or creates an intimidating, hostile, or offensive work (or educational) environment.

b. Definition

For the purposes of this Article, sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature as determined by a reasonable person of the victim's gender. It refers to behavior which is not welcome, that is personally offensive, that fails to respect the rights of others,

that lowers morale, and that therefore interferes with the victim's work (or academic) effectiveness. Sexual harassment includes but is not limited to the distribution or displaying of sexually suggestive or related photographs, drawings, and graffiti; sexually degrading words and innuendoes; sexual advances and propositions; and verbal or physical abuse of a sexual nature.

c. **Member Protection**

Any bargaining unit member accused of sexual harassment shall be entitled to all the protections of this agreement, including but not limited to Article 6.5 (Just Cause), Article 8.8 (Union Representation), Article 8.10 (Personnel File), and Article 8.6 and 8.10 (Complaint Procedures).

d. **Process**

Any bargaining unit member who is dissatisfied with the Employer's response to his/her complaint of harassment may file a grievance. However, whenever resort to the grievance procedure would result in the accused harasser hearing the grievance, the grievance may be transmitted to the next step at the option of the grievant. The District assures employees that all complaints will be handled confidentially and shall be investigated without delay. In no event will the District permit or engage in retaliation of any kind against any employee who initiates a complaint.

8.15 Accommodation

The Employer shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped individual, unless the Employer can demonstrate that the accommodation will impose an undue hardship on the operation of the program.

a. Reasonable accommodation may include:

1. Accessibility of district facilities
2. Job restructuring, part-time or modified work schedules, acquisition or modification of equipment or devices, the provision of readers or interpreters or other similar actions.

b. The Employer will provide notice to the Union of any potential need for accommodation and seek Union input on proposed accommodations.

c. A specific plan of accommodation proposed by an affected employee and the Union which is reasonable will be accepted by the Employer.

d. If the cost of proposed accommodation is less than or equal to the cost limitations set forth in Sections 210(5) and (11) of the Handicapper's Civil Rights Act, the accommodations will not be considered an undue hardship. In the event that the cost of the accommodations exceeds the cost limitations set

forth above, the parties will look to the factors set forth in the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act to determine whether the accommodation is reasonable and not an undue hardship.

ARTICLE 9 Grievance Procedure

9.1 Definition

A claim and/or a complaint by a bargaining unit member or a group of bargaining unit members, or by the Union, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

9.2 Hearing Levels

- a. Informal Level: When bargaining unit member(s) or the Union believe(s) a grievable incident has occurred, the affected bargaining unit member(s) or the Union shall request a meeting with the immediate supervisor in an effort to resolve the complaint. The Union shall be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint.
- b. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized in writing within ten (10) working days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) working days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievance(s) and the Union.
- c. Formal Level 2: If the Union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) working days of receipt of the disposition, the grievance shall be transmitted to the Superintendent. Within ten (10) working days after the grievance has been so submitted, the Superintendent shall meet with the Union on the grievance. The Superintendent shall, within five (5) working days after the conclusion of the meeting, render a written decision thereon with copies to the Union and the grievant(s).
- d. Formal Level 3: If the grievance is not satisfactorily resolved at Step Two, the Association shall within five (5) days after receipt of the decision at Step Two, appeal the matter to the Board Personnel Committee by filing a copy of the appeal with both the Superintendent and the Secretary of the Board. The

chairman of the Personnel Committee shall set a date to commence a hearing of the grievance within ten (10) days of receipt of the appeal.

Neither party may raise a new defense or ground at Step Three not previously raised or disclosed at other written steps. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at the time in an attempt to settle the grievance.

Within ten (10) days of conclusion of the hearing, the Personnel Committee shall render its decision on the grievance in writing transmitting a copy of the decision to both the Superintendent and the Association President.

- e. Formal Level 4: If the Union is not satisfied with the disposition of the grievance at Level 3 or if no disposition has been made within the period provided above, the Union may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, then the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

9.3 Alternative Selection Process

If the parties agree on an arbitrator outside of the American Arbitration Association process, the hearing and the award shall be governed in accordance with AAA rules.

9.4 Miscellaneous Conditions

- a. The term "days" when used in this Article shall mean workdays. Time limits may be extended by mutual written agreement of the parties.
- b. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- c. Grievances filed as Union grievances may, at the option of the Union, be initiated at Formal Level 2 of the grievance procedure.
- d. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost, plus reasonable interest. If any bargaining unit member shall have been found to have been improperly deprived of any compensations or advantage, the same or its equivalent in money plus reasonable interest shall be paid to him/her and his/her record

cleared of any reference to this action. If a grievance award should include back pay, said award shall not extend more than thirty (30) days prior to the date of the Level I informal meeting

- e. For the purpose of assisting a bargaining unit member or the union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievance, the Employer shall permit a Union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.
- f. A bargaining unit member who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose.
- g. If the Union violates the time limits specified herein at any level, the grievance shall be considered dropped. If the employer violates the time limits specified herein, the grievance shall be considered granted.

ARTICLE 10

School Closure/Dismissal

10.1 School Closing

When an Act of God or an Employer's directive forces the closing of school or other facility of the employer, the following rules will apply in each classification.

Custodial I Classification

- Custodial I classification should report to work as soon as the employee feels it is safe to do so.
- The Employee's work day will start when they initially clock in on those days.
- If an Employee fails to report on an Act of God day, they will forfeit a personal day or vacation day. If the Employee does not have either type of day, they will forfeit a day's pay.

Custodial II Classification

- Custodial II classification will have the option of reporting to work. Custodial II will be paid for the hours they work.
- If a Custodial II does not report to work, they will not be paid but will not forfeit any personal or sick leave days

ARTICLE 11
Summer Job Work

The Dundee Board of Education shall make all attempts to give priority to any Custodial II employee that wishes to work during the summer. Hiring of summer employees shall be done on the basis of seniority and does not change his/her status from Custodial II to Custodial I.

ARTICLE 12
Negotiations Procedure

12.1 Unforeseen Matters

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be, by mutual consent, negotiated. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

12.2 Contract Maintenance

Representatives of the Employer and the Union will meet a minimum of twice per year (or more if agreed upon) for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. These meetings will be scheduled after school hours. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering what they wish to discuss. Should such a meeting result in mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Employer and the Union provided that the respective representatives shall be empowered to effect temporary accommodations to resolve special problems not requiring alteration of previously ratified agreements.

12.3 Negotiations Release Time

When negotiations are conducted during regular work hours, released time shall be provided for the Union's representatives; no more than two (2) custodians will be released at one time.

12.4 Negotiations

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

12.5 Agreement

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one by the Union.

Copies of this Agreement shall be printed at the expense of the Employer, within thirty (30) days after the Agreement is signed and presented to all bargaining unit members now employed or hereafter employed by the Employer. In addition, the Employer shall provide the Union with thirty (30) copies of the Agreement without charge to the Union.

All school district personnel policies or any changes in said policies shall be distributed to all bargaining unit members within thirty (30) days of the commencement of this Agreement or upon employment.

ARTICLE 13

Work Year, Work Week, Workday

13.1 Work Year

The work year for all bargaining unit members shall be the full year (52 weeks) with break periods, holidays and vacations as listed in this Agreement, except for those classifications described below:

- a. **Custodial II** All Custodial II employees shall be classified as an employee who has a work year that is consistent with the student school calendar and shall be consistent with break periods, holidays and vacations as listed in this agreement.
- b. **Custodial I** All Custodial I employees shall be classified as an employee who has a work year that consists of at least 200 days or 2080 hours and works a 12 month year and shall be consistent with break periods, holidays and vacations as listed in this agreement.

13.2 Work Week

The work week for all bargaining unit members shall consist of a full week, Monday through Friday, except as may be interrupted by a paid holiday, paid or unpaid leave, or other break pursuant to this Agreement.

13.3 Workday

The workday for all bargaining unit members shall be as follows: All hours shall be consecutive.

Custodians:

- a. First shift -- Eight and one-half (8.5) consecutive hours including one-half (1/2) hour unpaid lunch period.

- b. Second Shift – Eight (8) consecutive hours (including one-half (1/2) hour paid lunch period).

13.4 Duty-Free Lunch

All bargaining unit members shall receive a one-half (.5) hour uninterrupted lunch period which shall be scheduled approximately mid-shift, whenever possible, but is scheduled by the Employee at his/her discretion. No lunch period shall be scheduled within one (1) hour of the beginning time or ending time of a bargaining unit members' shift.

13.5 Emergency Call-In

A minimum of two (2) hours shall be credited to an employee called for an emergency situation, even if less time is worked by the employee. In such instances, the employee will only be required to deal with the emergency situation and not with other duties. If the emergency time credited is beyond 40 hours, overtime shall be paid in accordance with the provisions of this Article.

13.6 In-Service

All bargaining unit members may be offered voluntary in-service training opportunities in conjunction with in-service training scheduled for the instructional staff, when possible. Such training opportunities shall be fully paid by the Employer, and each employee shall be given his/her regular rate of pay for the hours of in-service.

13.7 Breaks

Each employee will be granted two (2) 15-minute paid break periods. The employee may take the break period in an onsite location of the employee's choosing. Employees working overtime will be entitled to an additional 15-minute relief time for every two (2) hours worked.

13.8 Overtime

a. Overtime Schedule

Each employee who wishes to perform overtime or work done on Saturday or Sunday shall notify the employer of such interest. Overtime shall first be offered to the most senior employee or classification when the overtime is needed. If the most senior employee refuses the overtime, then the work will be offered to the next most senior employee and so on until the overtime rotation list, comprised of all employees wishing overtime in order of seniority, has been completed. The Employer shall move to the next place on the overtime rotation list when new overtime is available.

b. Overtime Pay

Overtime shall be paid after the employee has completed forty (40) hours of regularly scheduled and worked time. Overtime shall be compensated at the rate of time and one-half (1 1/2) of the regular hourly pay. All overtime on Sundays and holidays shall be compensated at two (2) times the employee's

regular hourly pay for all hours worked, except as impacted by the "call in" provision of 13.5.

- c. No employee shall be required to work in a facility alone where there have been multiple team events. (This "teaming" concept is not intended to apply to instances where emergency situations require special call-ins.)

13.9 Substitutes

- a. **Substitutes**

The Employer shall provide substitutes as required by the absence of a regular bargaining unit member.

- b. **Substitute Rates**

A regular bargaining unit member assigned to perform the work of an absent bargaining unit member will be paid the regular rate for those duties. However, a bargaining unit member's pay rate shall not be reduced as a result of such assignment. Substitutes shall be used to perform bargaining unit work only during instances of an absence by regular bargaining unit members or when an unfilled temporary vacancy exists.

13.10 Cleanup

Bargaining unit members shall be granted a fifteen (15) minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal cleanup.

ARTICLE 14 General Working Conditions

14.1 Unsafe Work

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assignment duties.

14.2 Supervision

A bargaining unit member shall be responsible to only one supervisor. In the absence of a building supervisor (principal) and/or department supervisor, or designee, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building.

14.3 Equipment

The Employer shall provide without cost to the bargaining unit member the following:

- a. Approved first aid kits and materials in all work areas, gloves, and appropriate training in the handling of blood, blood products and other bodily products.
- b. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hard-hats, and auditory protection devices.
- c. Reimbursement for the cost of licenses or the renewal of licenses required for the bargaining unit member to perform his/her job or position.

14.4 Uniforms

For bargaining unit members expected by the Employer to wear uniforms, the style and color shall be selected with approval from the affected employee group. The Employer shall provide to bargaining unit members, at no cost, at least three (3) uniforms per year.

ARTICLE 15 Conditions of Employment

15.1 Licensing/Training

1. The District shall pay for all required licensure, testing and physical examination, as may be requested for full licensure.
2. The bargaining unit member may select his/her own physician for a physical examination. The District shall reimburse its employees the same amount the Board would have spent had that person gone to the Board appointed physician.

15.2 Custodians

- a. Summer Employment
 1. Custodians shall have the option to work four (4) 10-hour days during the summer period, if mutually agreed upon.
 2. All custodians shall be given the option of working first-shift hours, regardless of their shift assignment during the school year.
 3. Custodians shall be assigned to their own facilities for summer cleaning whenever possible. When their assigned facility is cleaned, they may be assigned by their supervisor to assist other employees in finishing facilities other than their own.
- b. Materials and Supplies

Custodians shall be provided with necessary and appropriate supplies and equipment to perform their assigned work.
- c. Building Checks

Bargaining unit members shall be paid a minimum of two (2) hours overtime pay for building checks.

15.3 Miscellaneous

a. Any employee working in more than one (1) classification or holding two (2) part-time positions within one (1) classification shall, for the purposes of benefits and pay:

1. Be paid at the higher classification rate for all work.
2. Receive benefits as though all was performed in a single job or classification.

*This language will become effective after both parties have completed, shared, and agreed upon job descriptions.

ARTICLE 16
Seniority

16.1 Seniority Defined

Seniority shall be defined as the length of service within the district as a member of the bargaining unit, i.e., all classifications represented in the recognition clause of this Agreement. Accumulation of seniority shall begin from the bargaining unit member's first working day. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

16.2 Probation

Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be ninety (90) calendar days.

16.3 Classifications

For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:

A subcommittee consisting of at least two (2) members shall develop language that will outline in detail the job description of Custodials I and II levels no later than the beginning of the 2006-2007 school year. However, all seniority shall be based on bargaining unit seniority.

16.4 Seniority List

The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared within thirty (30) workdays after the effective date of this Agreement. Unresolved disputes regarding proper seniority placement shall be

subject to the grievance procedure, with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union.

16.5 Seniority Lost

Seniority shall be lost by a bargaining unit member upon termination for cause, resignation, retirement or transfer to a non-bargaining unit position.

ARTICLE 17

Vacancies, Transfers, and Promotions

17.1 Vacancy Defined

A vacancy shall be defined as a newly-created position or a present position that is not filled.

17.2 Vacancy Posting

All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) workdays.

17.3 Vacancy Notification

The Employer shall notify the Union President of Custodial I vacancies by sending notice of same to each bargaining unit member by U.S. mail to their last known address if the bargaining unit member so requests. Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the ten (10) day posting period. Custodial II vacancies occurring after the close of school will be posted during the first two weeks of August.

17.4 Award of Vacancies

Vacancies shall be filled with the most senior applicant from within the affected classification. Should no bargaining unit member from the affected classification apply, the vacancy shall then be filled by a qualified applicant from other classifications with the most seniority.

17.5 Selection

Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union.

17.6 Trial Period

In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to meet the Employer's standards of the new job. If the bargaining unit member is unable to

demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.

17.7 Transfer Rights

Bargaining unit members shall not be placed on a lower step (wage schedule) due to transfers, nor shall they suffer any loss of accrued seniority, vacation, holiday or leave benefits.

17.8 Involuntary Transfers

The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause.

17.9 Temporary Assumption of Duties

Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties.

ARTICLE 18

Reduction in Personnel, Layoff, and Recall

18.1 Layoff Defined

Layoff shall be defined as a necessary reduction in the workforce beyond normal attrition due to a lack of funds sufficient to avoid such reduction, which is demonstrated by the Employer to the Union or an impartial third party selected pursuant to the grievance procedure set forth in this Agreement.

18.2 Layoff Notice

No bargaining unit member shall be laid off pursuant to a necessary reduction in the workforce unless said bargaining unit member shall have been notified of said layoff at least thirty (30) workdays prior to the effective date of the layoff.

18.3 Layoff Procedures

In the event of a necessary reduction in workforce, the Employer shall first layoff probationary bargaining unit members in the affected classification, then the least senior bargaining unit members in that classification. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members who are qualified for a vacant or newly-created position. Bargaining unit members whose positions have been eliminated due to reduction in workforce or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.

18.4 Substitute Priority

A laid-off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. All bargaining unit members who decline recall to a full-time position for which he/she is qualified shall forfeit their employment with the school.

18.5 Recall

Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Any bargaining unit member who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification.

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.

A recalled bargaining unit member shall be given fifteen (15) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the fifteen (15) day period. Such notification shall be in person to superintendent or by certified/registered mail.

Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights. Bargaining unit members on layoff shall accrue seniority during the period of such layoff. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid-off shall not affect his/her rights to recall to an equivalent position.

18.6 Partial Layoffs

The Employer shall not reduce full-time positions to part-time positions. If a reduction in the workforce is necessary, the Employer shall reduce whole positions and shall not reduce hours among several positions.

ARTICLE 19

Externally Funded and Other Programs

19.1 State and Federal Programs

Persons employed through funds provided through State or Federal programs shall be treated in all respects as regular bargaining unit members and shall be covered by and comply with all terms and provisions of this Agreement.

19.2 Seniority

Persons employed through State or Federal programs shall be treated the same as all other bargaining unit members in all respects including the length of the probationary period and their seniority dates. In the event of reduction in workforce resulting from lack of work or loss of funds, bargaining unit members shall be laid-off and recalled in accordance with the provisions of this Agreement governing layoffs and recall, and seniority principles shall be strictly adhered to.

19.3 Current Bargaining Unit Members

The parties further agree that it is not their intent to replace or displace through funds provided through State or Federal programs, either in whole or in part, in any way, currently employed bargaining unit members employed on the effective date of this Agreement, or to cause the loss of work or wages or employment benefits of the same.

19.4 Student Workers

No student workers shall be employed if members of the bargaining unit are on layoff. In no event will student workers displace bargaining unit members.

**ARTICLE 20
Sick Leave**

20.1 Sick Leave

During the first two years of employment, bargaining unit members will be entitled to sick leave at the rate of one (1) day per month with a limit of 24 days. The one (1) sick day per month is only earned for months that the employee draws a paycheck from the employer. After the initial two-year period, time shall be credited at the beginning of each school year.

At the beginning of each work year, each bargaining unit member shall be credited with twelve (12) days of sick leave, the unused portion of which shall accumulate from year to year with a limit of 180 days maximum. In the event the employee leaves employment of the district prior to earning sufficient days credited at the beginning of the year, the difference shall be deducted from the last paycheck of the employee.

If the employee terminates his employment due to resignation, retirement, or death, the Employer shall pay the employee or his family who has ten (10) years or more of seniority, \$25 per unused sick day at the termination of the employee's contract.

The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.

Each employee shall fill out his/her own absence sheet that states his/her reason for the absence and return that form to their immediate supervisor. A copy will be provided to the employee.

20.2 Sick Day Usage

The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

- a. Personal Illness or Disability – The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability, or for the illness or disability of any member of his/her immediate family.
- b. Medical or Nursing Care – The bargaining unit member may take three (3) days per year to make arrangements for medical or nursing care for a member of his/her immediate family as defined in 20.4, with written confirmation from care facility.
- c. After three (3) consecutive days of absence, the District may ask for a doctor's note if sick days are used for this absence.

20.3 Immediate Family

Immediate family shall be defined as spouse, child, grandchild, foster child, stepchild, parent, grandparent, step parent.

**ARTICLE 21
Other Paid Leaves**

21.1 Personal Business

At the beginning of every contract year, each bargaining unit member shall be credited with two (2) days to be used for the bargaining unit member's personal business. A bargaining unit member planning to use a personal business day, or days, shall notify his/her supervisor at least one (1) day in advance, except in cases of emergency.

21.2 Judicial Leave

Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid the difference between his/her regular compensation and the amount of money he/she received for jury duty, except that mileage may be retained by the employee.

21.3 Armed Services

A military leave of absence shall be granted to any employee who shall be inducted or shall enlist in military duty in any branch of the armed forces of the United States

or who shall be involved in active duty or summer camp activity for the National Guard of military reserve unit in accordance with law.

21.4 Bereavement Leave

In addition to sick leave days hereinabove granted, each employee in the bargaining unit shall be granted up to three (3) days per death, non-accumulative, to be used for bereavement and attendance at funerals as a result of a death in the immediate family which shall be defined as parent, grandparent, spouse, child, grandchild, sister, sister-in-law, brother, brother-in-law, father-in-law and mother-in-law. Bereavement days will not be deducted from sick leave specified in Article 20. The employee is expected to give the immediate supervisor as much advance notice of absence as is possible. For the purposes of bereavement days only, stepparent and stepchild will be included in the definition of the family.

One day unpaid leave will be granted for attendance at a funeral of a person not identified as immediate family.

**ARTICLE 22
Unpaid Leaves**

22.1 Leaves of Absence

Leaves of absence without pay for up to two (2) years in duration may be granted to bargaining unit members upon written request. A request for a leave of absence shall include the reason for the leave, along with anticipated beginning and ending dates of the leave. During the leave, seniority shall continue to accumulate.

22.2 Return from Leave

A bargaining unit member returning from a leave of absence which is less than 6 months shall be reinstated to the same position he/she held when the leave began. A bargaining unit member returning from a leave of absence shall be placed at the experience (pay) level he/she would have been at had he/she worked during the period.

22.3 Extensions

An extension past the two (2) years may be granted by the employer, upon written request of the bargaining unit member. The request shall include the reason for the extension and the anticipated date of return.

22.4 Unpaid Leaves

Unpaid leaves of absence may be taken for the following purposes:

- a. Military Leave
- b. A military leave of absence shall be granted to an employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of

the United States, or who shall be involved in active duty or summer camp activity for the National Guard or military reserve unit in accordance with law.

c. **Family Medical Leave Act**

Pursuant to the FMLA Act of 1993, a staff member who has been employed for twelve (12) months and worked at least 1250 hours during the prior twelve (12) month period is entitled to twelve (12) weeks of leave during any twelve (12) month period without pay, but with group health insurance coverage maintained for one or more of the following reasons:

1. Due to the birth or placement for adoption or foster care of a child,
2. Due to the need to care for the employee's spouse, child or parent who has a serious health condition,
3. Due to the serious health condition* that renders the employee incapable of performing the functions of their job.

*A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves 1) in-patient care in a hospital or residential care facility, 2) continuing treatment by a health-care provider.

22.5 Workers' Comp

Absence due to injury or illness arising out of or in the course of the staff members' employment for which worker's compensation award is given shall not be charged against sick leave days, and the Board shall pay 80% of the difference between his/her salary and the benefits received under the Michigan Worker's Compensation Act up to one school year from the first day of absence.

Bargaining unit member may be placed on "light duty assignment," if medical release is provided by the doctor, at 100% of regular hourly rate.

Upon return from worker's compensation, the employee shall be guaranteed his/her former position or a comparable position, if the former position no longer exists.

**ARTICLE 23
Vacations**

23.1 Vacation

All Custodial I members shall receive paid vacation time. Said vacation time may be used by bargaining unit members at times of the bargaining unit member's choosing, subject only to the condition where more than one bargaining unit member requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting bargaining unit members from being absent at the

requested times. In such instances, the affected bargaining unit member having greatest seniority shall be granted his/her preferred vacation date(s).

23.2 Vacation Accumulation

Vacation time may be accumulated from year to year up to a maximum of thirty (30) hours total. Upon termination, a bargaining unit member shall be paid for all unused vacation time based upon his/her then current rate of pay. Vacation time shall be computed as of each bargaining unit member's anniversary date on the basis of the following schedules:

One year of service	40 hours
2 - 3 years of service	60 hours
4 - 5 years of service	80 hours
6 - 8 years of service	120 hours
9 - 11 years of service	140 hours
12 + years of service	160 hours

ARTICLE 24 Holidays

24.1 Holidays

All Custodial I bargaining unit members shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

Labor Day + Friday before Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Good Friday
Memorial Day

All Custodial II bargaining members shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

Thanksgiving
Christmas
New Year
Good Friday

All Custodial I and Custodial II working during the summers shall have Independence Day.

ARTICLE 25

Bargaining Unit Member Evaluations

25.1 Monitoring

All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member.

25.2 Observation

Bargaining unit member evaluation may be by formal observation and informal observation of bargaining unit member work. Observations shall be for periods of time that accurately samples the bargaining unit members' work. Each observation shall be preceded by not less than forty-eight (48) hours' notice.

25.3 Written Evaluations

All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question.

If a supervisor and/or principal believes a bargaining unit member is doing unacceptable work, the reasons, therefore, shall be set forth in specific terms, as shall identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

25.4 Evaluation Conferences

Following each formal evaluation which shall include a conference with the principal and/or supervisor, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.

25.5 Termination

In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons therefore in writing, with a copy to the Union.

25.6 Conclusion

Each bargaining unit member's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the work performance of this bargaining unit member is ____ satisfactory, ____ unsatisfactory (check one)."

**ARTICLE 26
Job Descriptions**

Job descriptions will be developed for each classification by 2006-2007 school year after the ratification of this Agreement. Such job descriptions shall be developed jointly by the Employer's and the Union's negotiation teams, with equal representation from both. The job descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members hired by the Employer. The job descriptions will include at a minimum:

- a. Job title and description
- b. Minimum requirements
- c. A specific statement of required tasks and responsibilities

Any evaluation of bargaining unit members' work performance shall be based solely upon said job descriptions.

**ARTICLE 27
Fringe Benefits
Schedule A (Salary)**

27.1 Health Insurance

The employer shall provide to all employees and the employee's family health insurance coverage of MESSA Super Care I for a period of 12 months per year. When Choices II becomes available, all members will switch from Super Care I to Choices II. If a member wishes to stay with Super Care I, they will pay the difference in premium. All pre-existing conditions will be covered and will carry a \$20,000 term life policy.

27.2 Dental Insurance

The employer shall provide Dental Insurance to all employees and their dependents. The Dental insurance shall be Delta Dental Group (50, 50, 50) \$1000 maximum, two (2) cleanings) for a 12 month period per year.

27.3 Vision Care

The employer shall provide Vision Insurance for all employees and their dependents. The insurance shall be MESSA VSP Vision I for a 12 month period per year.

27.4 Benefits Options

Plan A: Employee takes full health insurance, dental and vision.

Plan B: In lieu of health insurance only, an employee may opt to receive a \$50 per month annuity with Dental, Vision and a \$60,000 term life policy provided for the 12 month period per year.

Plan C: In lieu of health, dental, vision and life coverage, an employee who has insurance elsewhere may opt to receive a monthly payment in lieu of benefits: \$130 per month for 2006-2007 school year.

27.5 Long Term Disability

The employer shall pay the full premium for a Long Term Disability Insurance for all employees which shall include the following:

1. The plan shall have a ninety (90) calendar day waiting period with the employee to receive the payments of such insurance as of the ninety-first (91) calendar day.
2. The plan would pay the premiums to an eligible employee up to the age of sixty-five (65) in case of disability.
3. The plan would pay sixty percent (60%) of the employee's normal monthly earnings to a maximum benefit of \$2,500.

Schedule A

All custodial and maintenance employees shall be paid a 0% increase for the years 2005-2006.

<u>Custodial I</u>	<u>2005/2006</u> \$18.52	<u>2006/2007</u> *Expedited Bargaining	<u>2007/2008</u> *Expedited Bargaining
<u>Custodial II</u>	\$13.27	*Expedited Bargaining	*Expedited Bargaining

Longevity

Longevity will be paid each year based on the number of years of service indicated below:

15 th year	\$400
19 th year	\$800
23 rd year	\$1,200
27 th year	\$1,600
31 st year	\$2,000
35 th year	\$2,400

*Expedited Bargaining means contract opening on salary, benefits and no more than five (5) language items

ARTICLE 28
Duration of Agreement

This Agreement shall be effective as of August 31, 2005, and shall continue in effect until the 31st day of August, 2008.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this 9 day of October, 2006

UNION

EMPLOYER

By: Paula J Heider
President

By: John H Mohr
President

By: Wilma K Orr
Secretary

By: Paula Fish
Secretary

Joan A. St.
Trustee

Amory Woodale
Trustee

Trustee

Brian P. H.
Trustee Treasurer

Date: _____

Date: 10-9-06

The settlement will be retroactive for the increase in the four (4) holidays. The addition of the four (4) holidays only applies to Custodial II employees.

Health insurance modifications will take effect May 1, 2006 for the people thereby affected.

GRIEVANCE REPORT FORM

Grievance # _____ Public Schools Distribution of Form

- 1. Superintendent
- 2. Supervisor
- 3. Union
- 4. Grievant

Submit to Supervisor in Duplicate

Building	Assignment	Name of Grievant	Date Filed
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STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Article/Section/Policy Violated: _____

2. Statement of Grievance: _____

3. Relief Sought: _____

Signature Date

C. Disposition of Supervisor: _____

Signature of Supervisor Date

D. Disposition of Grievant and/or Union: _____

Signature Date

If additional space is needed in reporting Section B of Step 1, attach an additional sheet.

STEP 2

A. Date Received by Superintendent or Designee: _____
B. Disposition of Superintendent or Designee: _____

C. Position of Grievant and/or Union: _____

Signature Date

STEP 3

A. Date Submitted for Arbitration: _____
B. Disposition and Award of Arbitrator: _____

Signature of Arbitrator Date