

**AGREEMENT  
BETWEEN  
THE TRI COUNTY BOARD  
OF EDUCATION  
AND THE  
TRI COUNTY  
CUSTODIAL/MAINTENANCE  
ASSOCIATION**

July 1, 2006 through June 30, 2010

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## **AGREEMENT**

This Agreement is entered into by and between the Tri County Area Schools hereinafter referred to as the Board and the Tri County Area Schools Custodial/ Maintenance and the Michigan Education Association hereinafter referred to as the Association/Union/MEA.

### **ARTICLE 1** **Recognition**

- A. The Board recognizes the Association as the sole and exclusive bargaining representative as defined in Act 379, Public Acts 1965 as amended for all custodial/maintenance employees, but excluding supervisors and all other employees.
- B. The District agrees that it will not discriminate against any bargaining unit members by virtues of his/her membership or activity in the Association.
- C. Reference to "employee" shall include both male and female bargaining unit members.

### **ARTICLE 2** **Management Rights and Responsibilities**

- A. The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education policies, Board of Education minutes, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions there from and revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement 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, the operations and to direct the working force and affairs of the Employee.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business 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, determine the size of the work force 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 including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions as they pertain to the job.
7. Determine the location or relocation of its facilities, including the re-establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criticism.

**ARTICLE 3**  
**Employee Rights and Responsibilities**

- A. The Union and the bargaining unit members shall have the right to use school building facilities for official union business provided said use does not interfere with the normal operation of the school district and provided said use is approved by the school board or its designee.
- B. Union activity of any type by the Association shall not involve employees during their scheduled working hours.
- C. The Board agrees to furnish access to all information as required by law.
- D. Any costs incurred by the Board from Union requests for materials and supplies, use of equipment, etc., shall be paid for in full by the Association.
- E. Space to post notices shall be available in each building at locations specifically designated by the Board for use by the Association and its members. All such materials must be signed by the person from whom it originates.
- F. The Association may also utilize the school mail system.
- G. If the Board requires an employee to be engaged during his regular working hours in negotiating on behalf of MEA with any representative of the Board, the employee shall be released from regular duties without loss of wages.
- H. Employees agree to uphold this Agreement, policies, rules, regulations, and practices of the Board. Each employee accepts responsibility to strive for excellence in his/her work, and to take advantage of opportunities for continually improving his/her skills and his/her relationships with his/her fellow workers and supervisors.
- I. It is the responsibility of the Union and individual employees to honor Board policies and administrative regulations. Neither the Union, its representatives, nor any member shall assume administrative or supervisory authority or direct employees to disregard the instructions or directions of administrators or supervisors.
- J. The Board agrees to supply all necessary information, which the Union requests to process any grievance or complaint. Additionally, the Board will supply reasonably requested information for bargaining purposes.
- K. 1. Employees are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the school district.

Employees, therefore, are responsible to discharge their work assignments with professional proficiency and make a conscientious effort to meet all the reasonable demands of the Board of Education.

2. No non-probationary employee shall be disciplined including written warnings, reprimands, suspensions, or other actions of a disciplinary nature-without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing.

3. When a meeting for disciplinary action is to occur, the employee shall be entitled to choose a representative of the Union or the MEA field representative present. When a request for such representation is made, no action shall be taken for up to 5 workdays with respect to the employee until such representative of the Union is present. Any elected representative chosen shall not have his/her pay reduced as a result of providing such representation. The Board may suspend any employee to insure the health and welfare of students or other employees.

- L. Employees will not be required to remain in buildings if they are evacuated due to a bomb threat.

#### **ARTICLE 4** **Union Security**

- A. Membership in the Union is not compulsory. Employees have the right to join or not join and maintain and terminate their membership in the Association.
- B. Any employee who is not a member of the Union in good standing or who does not make application for membership within sixty (60) days from the date of commencement of assigned duties or 120 days from the ratification of this Agreement, whichever is later, shall pay a representation fee to the Association equal to all dues paid by members of the Association.
- C. The Board shall be held harmless from any and all claims, demands, suits, and other forms of liability resulting from the determination of the non-member's representation fee.
- D. Any employee not in compliance with the above provisions could be subject to court action. The Board bears no responsibility of non-compliance by individual bargaining unit members.
- E. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or

administrative agency costs that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.

- F. The Association shall on or before the first day of September each year, give written notice to the Superintendent of the amount of its dues and the amount of the non-member's representation fee. The amounts to be deducted cannot be changed until the following year and the Board shall not be required to deduct any assessments.

## **ARTICLE 5**

### **Payroll Deduction**

- A. Authorized deductions of membership dues shall be made from each paycheck beginning with the second payroll in September (providing the authorization is received by the payroll office by September 15th) for ten (10) consecutive paychecks and the Board agrees to promptly and monthly remit to the Association treasurer all monies so deducted, accompanied by a list of employees from whom the deductions have been made. Employees may also pay their dues in full to the Association treasurer within thirty (30) days of the beginning of each school year.
- B. Bargaining unit members may authorize payroll deduction for any payroll deduction available to other employees of the district.

## **ARTICLE 6**

### **Grievance Procedure**

- A. Definition - A claim or complaint by an employee or group of employees or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. Hearing Levels
  - 1. Informal Level - when a cause for complaint occurs, the affected(s) shall within thirty (30) calendar days of the knowledge of the occurrence request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Union may be notified by the grievant and a representative thereof may be present with the employee at such meeting. If the employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.
  - 2. Formal Level 1 - If a complaint is not resolved in a conference between the affected employee(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. It shall be submitted to the immediate supervisor in writing on a grievance form (Appendix A) within five (5)



working days of the meeting with the supervisor and the employee. A copy of the grievance shall be sent to the Union by the grievant. The immediate supervisor shall, within five (5) workdays of the receipt of the grievance render a written decision. A copy of this decision shall be forwarded to the grievant and the Union.

3. 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) workdays of receipt of the grievance, the grievance shall be transmitted to the superintendent or designee, within five (5) work days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Union and the grievant(s).
4. Formal Level 3 - If the Union is not satisfied with the disposition of the grievance at Level 2 by the superintendent or designee, or if no disposition has been made within the period above provided, the Union may within ten (10) workdays after the decision submit the grievance to arbitration before an impartial arbitrator. If the parties can mutually agree upon an arbitrator, then such person shall act as arbitrator. Otherwise the arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. Neither the employer nor the Union shall be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Union and the employer.

#### C. Miscellaneous Conditions

1. Time limits provided in this Agreement shall be strictly observed but may be extended by mutual written agreement.
2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder timely filed before the expiration date may be processed through the grievance procedure until resolution.
3. Grievances filed as Union grievances may, at the option of the Union, be initiated at Formal Level 2 of the grievance procedure.
4. For the purposes of assisting an employee or the Union in prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievance, the employer shall permit an employee and/or a Union representative access to and the right to inspect and acquire copies of his/her personnel file authorized by the employee. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

5. Any bargaining unit member who must be involved in such meeting, or who represents other bargaining unit members in such meetings, as a part of the grievance procedure during the workday, shall be excused with pay for that purpose.

**ARTICLE 7**  
**Vacancies and Transfers**

- A. A vacancy shall be defined as any position either newly created or existing, which is not filled.
- B.
  1. Any vacancy shall be posted by the district for five (5) workdays and a copy sent to the Association president.
  2. The district shall have the right to fill any vacancy on a temporary basis while filling the vacancy. Seniored bargaining unit members shall be given preference, if they are qualified for the position.
- C. Bargaining unit members subject to involuntary transfer between buildings will be notified as far in advance as possible. Employees who request transfers within their classification, for which they are qualified, shall be awarded such transfers on the basis of seniority.
- D. When an employee is on a leave of absence of less than one (1) year, a vacancy shall not be deemed to exist, and the employee may be replaced by a substitute.

When an employee is on a leave of absence of one (1) year or more, a vacancy shall exist, and said vacancy shall be filled using the established posting and bidding procedures.

- E. Federally funded employment training program participants may be employed within the Tri County Area School District provided said employer meets the maintenance of effort and local concurrence guidelines found in the Federal Regulations.

**ARTICLE 8**  
**Leaves of Absence**

A. Paid Leaves

1. At the beginning of each school year, employees shall be granted a total of ten (10) days of pay accumulative to 120 days total, for the purpose of:
  - a. Illness or injury to the employee.
  - b. Critical illness of a member of the immediate family. Immediate family is defined as spouse, child, parent, sister, brother, grandchild, father-and mother-in-law and grandparent.
2. Funeral/Bereavement Leave
  - a. Death in the immediate family - the employee may take a maximum of three (3) workdays per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father- and mother-in-law, brother-in-law, sister-in-law and grandparents. In unusual circumstances, the superintendent may grant additional days for designated immediate family members or immediate family members not referenced above, however his/her decision in such matters shall be final and not subject to the grievance procedure.
  - b. Unused funeral/bereavement leave shall not be cumulative.
3. Personal Business - At the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal business. Employees planning to use a personal business day or days shall notify their supervisor at least five (5) days in advance in writing, except in cases of emergency. Personal business days shall be available for the practice of individual religious preferences. Unused personal business days shall accumulate as sick leave.
4. Employees called to serve on jury duty shall not suffer a reduction in salary. The employer shall pay the difference between jury duty pay and the employee's salary (excluding all per diem expenses - parking, meals, lodging.)
5. A record of accumulated leave days shall be given to each employee at or near the beginning of each school year.

6. Training - Employees may be afforded an opportunity to attend training sessions, which will be of mutual benefit to the employee and the school district.
7. At the beginning of every school year, the Association shall be credited with a total of three (3) days to be used by employees who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave and will provide compensation to the Board of Education for the substitute involved.

B. Unpaid Leaves

1.
  - a. An employee whose personal illness extends beyond the accumulated sick leave shall be granted a leave of absence without pay for up to a maximum of one (1) year provided notification for said leave is made by the employee at least ten (10) days before it is to become effective, except in cases of emergency.
  - b. If an employee has an accumulated sick leave and if he/she received Worker's Compensation, such compensation will be supplemented by the Board with an amount sufficient to maintain the employee's regular net salary or wage. This will continue until the sick leave reserve has been exhausted.
2. Parental/Child Care - A leave of absence shall be granted to any employee for the purpose of childcare. Said leave shall commence upon request of the employee. A pregnant employee may commence said childcare leave at her option. Likewise, she may terminate the leave with five (5) calendar days' notice to the employer, anytime after the birth of the child and provided that she is physically able to perform her work responsibilities. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee with five (5) calendar days' notice to the employer.
3. A leave of absence, without pay, must be requested in writing. Leaves of one week or less may be approved by the Supervisor. Leaves of two weeks or less may be approved by the Superintendent or his/her designee. Any leave greater than two weeks duration must be approved by the Board; furthermore, the written request for a Board approved leave must include the effect that this leave will have on compensation, fringes and seniority.
4. An employee returning from unpaid leave of absence shall return to the same position if the position is being filled by a substitute. Otherwise, the returning employee may displace the employee with the least seniority

who works the same amount or lesser amount of hours as the employee did before the leave of absence.

**ARTICLE 9**  
**Seniority**

- A. Seniority is defined as the length of continuous service as an employee within a specified classification (custodial/maintenance employees,) beginning with the employee's most recent hiring date.

In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by casting lots, at a meeting attended by a representative of the Association, a representative of the Board, and the personnel affected. The Association and individuals affected will be notified in writing of the date, place and time for the casting of lots.

- B. Newly hired employees must serve a six-month (with evaluations every 2 months) probationary period. Seniority will not accrue during the probationary period. Once the probationary period has been fulfilled, seniority will be determined from the initial date of hire. The discipline and discharge of probationary employees is not subject to the grievance procedure.
- C. Seniority shall be lost should the employee resign by letter, retire, or be discharged. Seniority shall be frozen in the event of layoff. Seniority shall not be earned for any unpaid leave over ninety (90) days except for illness or injury and military leave if ordered to duty.
- D. Employees employed in positions outside of the bargaining unit but within the district shall have their seniority frozen at the time they began the non-bargaining unit assignment. Upon return to the bargaining unit, the employee shall have said seniority unfrozen and have continued seniority accrual.
- E. A seniority list shall be provided to the bargaining unit twice a year by the school district.
- F. Part-time employees and employees working part of the year shall advance steps prorated to the nearest month on the seniority scale each year.

**ARTICLE 10**  
**Work Hours**

- A. The workweek for regular full time employees shall consist of 40 hours Monday through Friday, 52 weeks per year. Less than full-time custodial/ maintenance may be hired and will work less than 40 hours per week. There shall be no more than three part-time employees working at any time unless mutually agreed between the parties.
- B. Employees will be scheduled for a daily unpaid (1/2) hour lunch period.
- C. Nothing in this Agreement shall require the employer to keep offices, school and administration buildings open in the event of inclement weather, or circumstances beyond the control of the school. When the schools are closed to students, due to above conditions, employees shall be required to report to their job assignments. When employees are unable to report to their job assignments, they shall not lose compensation.
- D. Employees shall give notice to the proper supervisor or administrator of intended absence at least one (1) hour in advance of the absence, except in the case of an emergency.
- E. A paid rest of fifteen (15) minutes shall be allowed each employee for each four (4) hour continuous work period. This period, if not used, may not accumulate to be used at some time later and may not be used for any other period.
- F. Whenever employees are requested to complete any assignment outside of the normal workday assignment, notification of such assignment shall be given by an administrator or his/her designee or the supervisor.
- G. Wash Up - Bargaining Unit members shall receive a five (5) minute wash up period at the end of the workday and a five (5) minute wash up period before lunch.
- H. Overtime Equalization - Overtime shall be offered to employees on a rotating basis according to seniority, beginning with the highest seniority to the lowest. Said overtime offers shall be recorded and posted on a monthly basis. When overtime is not offered to employees with forty-eight (48) hours advance notice, the offered hours shall not be credited to the employee on the overtime rotating board.
- I. When employees are requested to act as substitutes, said requests will be done by offering this work on the basis of seniority. If a supervisor has been given at least 24 hours notice that a substitute is needed for a custodian who will be absent at least three consecutive days, the work will first be offered to the custodial/maintenance staff in that building by seniority.

- J. Health and Safety Clause - When employees are requested to use a scaffolding or ladder, over 7 ft. in height, at least two school district employees will be utilized. When the temperature is above 85° at the building site, no employees shall be required to perform roof work
- K. On days when teachers are working but students are not in attendance, all custodial/maintenance employees shall work the day shift provided that a building has not been scheduled for an evening function. In that event, the normal second shift assignment shall be worked in that building.
- L. When an employee is assigned to work at a function outside their normal schedule, sponsored by an outside organization, such employee shall be guaranteed a minimum of four (4) hours overtime. "Building Usage" forms will be provided to custodial staff at least 72 hours ahead of scheduled events. All groups (internal and external) are required to complete Building Usage forms. If any building is utilized on a weekend or a holiday, a custodian may be assigned to work.
- M. Bargaining unit personnel shall not assign bargaining unit work to other bargaining unit personnel.
- N. Substitute employees will only be employed when a regular employee is absent unless the Superintendent and the Association President agree otherwise.
- O. A retired employee shall, upon application, be granted priority status on the substitute list according to his/her seniority and shall be paid \$10.00 per hour.
- P. Employees shall not be held responsible for the supervision or safety of disciplined students or community service people.

**ARTICLE 11**  
**Savings**

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.

**ARTICLE 12**  
**Layoff and Recall**

- A. Layoff shall be defined as a reduction in the work force beyond normal attrition.

- B. No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least twenty (20) working days prior to the effective date of the layoff except when funding is terminated without sufficient notice to comply with this provision.
- C. In the event of a necessary reduction in the work force, the employer shall first layoff all probationary and part-time employees. After all the foregoing have been laid off, then layoff shall occur by seniority beginning with the least senior person. A new employee shall not be employed by the employer while there are laid off employees who are qualified for a vacancy or newly created position.
- D. Employees, who have been affected by a layoff, shall have the right to assume a position for which they are qualified, which is held by the least senior employee.
- E. A list of laid off employees shall be maintained by the Superintendent. Laid off employees shall accrue no seniority or contractual benefits during the period of layoff after 90 calendar days or more on layoff status.
- F. Employees shall lose recall rights after a period of two (2) years.
- G. Employees shall be recalled in reverse order of layoff, to any position for which they are qualified.
- H. Notices of recall shall be sent by certified mail or registered mail to the last known address as shown on the employer's records or delivered in person to said employee. The recall notice shall state the time and date of which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. A recalled employee shall be given at least ten (10) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the ten (10) day period.
- I. A laid off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority.

**ARTICLE 13**  
**Vacations**

- A. For the purposes of vacation, the 1<sup>st</sup> year of employment is defined to be from an employee's hire date to the following June 30<sup>th</sup>. For all subsequent years of employment, a year of employment is defined to be from July 1<sup>st</sup> to June 30<sup>th</sup> (the district's fiscal year).



- B. On July 1<sup>st</sup> following an employee's 1<sup>st</sup> year, vacation will be granted on a pro-rata share of 10 vacation days on the basis of the fiscal year already worked. i.e. Hire date of January 1, 2005 would equal ½ of a fiscal year; therefore, the vacation days granted on July 1, 2005 would be 5 (1/2 of 10). On July 1<sup>st</sup> following an employee's 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> year of employment, the employee will receive 10 vacation days.
- C. On July 1<sup>st</sup> of the fiscal year in which an employee has completed his/her fifth (5<sup>th</sup>) year of employment, an employee will receive fifteen (15) vacation days. On July 1<sup>st</sup> of each year following the fifth (5<sup>th</sup>) year of employment, an employee will receive fifteen (15) vacation days.
- D. On July 1<sup>st</sup> of the fiscal year in which an employee has completed his/her fifteenth (15<sup>th</sup>) year of employment, he/she will receive twenty (20) days of vacation. On July 1<sup>st</sup> of each year following the fifteenth (15<sup>th</sup>) year of employment, an employee will receive twenty (20) vacation days.
- E. The use of vacation days shall be granted upon request using the concept of first requested, first granted. In the event two (2) or more employees request use of vacation days on the same day for the same period, the most senior employee requesting the use of days shall be granted his/her request first.
- F. If an employee has five (5) to twenty (20) years of seniority, he/she may carry over to the next fiscal year up to four (4) weeks of vacation. An employee who has over twenty (20) years of seniority may carry over to the next fiscal year up to five (5) weeks of vacation.
- G. If an employee's absence due to illness, injury or disability exceeds his/her available sick leave, he/she will be allowed to use his/her vacation days for the absence upon his/her request.

**ARTICLE 14**  
**Retirement Benefits**

Any employee, who retires from the district and has five (5) or more continuous years of service with the district, shall receive fifty percent (50%) payment of all unused accumulated sick and personal days. The payment shall be based upon the individual bargaining unit member's hourly rate and shift premium at the time of retirement.

**ARTICLE 15**  
**Compensation**

A.		<u>2006-2007</u>
	1 <sup>st</sup> Year	\$13.40
	2 <sup>nd</sup> Year	13.92
	3 <sup>rd</sup> Year	14.50
	4 <sup>th</sup> Year	15.02
	5 <sup>th</sup> Year	15.55
	10 <sup>th</sup> Year	15.65
	20 <sup>th</sup> Year	15.76

2007-2008, 2008-2009, 2009-2010 hourly rate increases will be determined as 65% of the percent increase in the student foundation allowance (example: student foundation allowance is increased by 2.5%. 65% of 2.5% is 1.625% so the hourly rate increase would be 1.625%)

- B. Employees shall be advanced on the salary schedule (increment steps) on July 1, if their date of hire is prior to October 1. If the date of hire is on or after October 1 but before April 1, the advancement will be on January 1. Those hired on or after April 1 shall be advanced on July 1.
- C. When employees are assigned duties at two (2) or more locations within the Tri County Area school district, they shall be reimbursed for all necessary mileage at the current IRS rate for each mile that they provide their own transportation.
- D. No employee shall be required to work on graduation when an immediate family member is graduating (son, daughter, sister, brother.)
- E. Employees shall be compensated one and one-half (1/2) times their normal hourly rate for any hours worked in excess of eight (8) on a daily basis and for any hours worked on Saturday. Double time will be paid for all authorized overtime hours worked on Sundays and on those holidays set forth in Article 21 and authorized overtime on Memorial Day weekend to handle graduation commencement exercises. When working overtime, employees are expected to perform routine custodial maintenance tasks if they are not working on a special assignment.
- F. A split shift shall be defined as a working day where there is a break of more than one (1) hour. Such employees shall be paid a premium of fifty cents (\$.50) per hour for hours worked after the break, split shifts will be avoided except for emergencies.
- G. Building checks will be assigned to custodians on a rotational basis with the person assigned being responsible to check all buildings in the district. The custodian will be paid fifty (\$50.00) per check plus IRS rate mileage allowance.
- H. Any shift that shall be described as the second shift shall be compensated

at the employee's regular hourly rate in addition to a twenty-five cent (\$.25) shift premium. A shift designated as third shift shall be compensated at the employee's regular hourly rate in addition to a forty-cent (\$.40) shift premium.

**ARTICLE 16**  
**Insurance**

- A. The Board shall contribute 100% of the premium costs per month for a full twelve month period to all employees and his/her eligible dependents as defined below:

Plan A

BCBSM Flexible Blues II  
E/007 80/80/80 dental plan with orthodontic rider (\$2,000 maximum)  
\$50,000 term life with AD & D  
Dependent Life: Spouse - \$5,000; Child(ren) - \$2,000  
VSP 3  
LTD 66 2/3%; PLAN II  
90 Day Modified Fill  
\$2,500 maximum  
Alcoholism/Drug and Mental/Nervous same as any other illness  
Social Security freeze  
COLA  
Pre-existing conditions waiver

Plan B

E/007 80/80/80 dental plan with orthodontic rider (\$2,000 maximum)  
\$45,000 term life insurance with AD & D  
Dependent Life: Spouse - \$5,000; Child(ren) - \$2,000  
VSP 3  
LTD 66 2/3%; PLAN II  
90 Day Modified Fill  
\$2,500 maximum  
Alcoholism/Drug and Mental/Nervous same as any other illness  
Social Security freeze  
COLA  
Pre-existing conditions waiver  
\$75/month toward MEA Financial Services annuities or MESSA variable options or MEALS

- B. Employees not electing health insurance coverage shall apply \$75.00 per month cash-in-lieu of health benefits for a full twelve-month period. This money may be applied on an individual basis to the purchase of any of the MESSA Variable Options and/or MEFSA Annuities, and/or MEALS. Any amounts exceeding the Board subsidy shall be payroll deducted. An enrollment period shall be provided whenever premium subsidy amounts change for the groups.
- C. In the event an employee dies during the school year, providing the policy permits continued dependent coverage as defined by BCBSM, the Board shall continue payments of the applicable premiums through the following September 30. If the employee dies after the completion of the school year, providing the policy permits continued dependent coverage as defined by BCBSM, the Board shall continue payments of the applicable premiums through September 30th of that year.
- D. Part-time employees are only eligible for fringe benefits on a pro-rata basis.

**ARTICLE 17**  
**Evaluations**

- A. The performance of each employee may be evaluated at least annually.
- B. Following each evaluation the employee shall sign and be given a copy of the evaluation report prepared by his/her evaluator. The employee's signature will not be construed to mean that he/she necessarily agrees with the contents of the evaluation report. An employee may submit a self-evaluation and/or submit additional comments to the written evaluation report if he/she so desires. All written evaluation reports are to be placed in the employee's personnel file.
- C. The evaluation reports shall be reduced to writing and a copy given to the employee. If the employee 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 an administrator believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of specific ways in which the employee is to improve and of the assistance to be given by the administration. In subsequent evaluations failure to again note a specific deficiency shall be interpreted to mean adequate improvement has taken place.
- D. Each employee's evaluation shall include at the conclusion of the report, a statement: "Considering all factors, the work performance of this employee is \_\_\_ satisfactory; \_\_\_ unsatisfactory (check one)".

**ARTICLE 18**  
**Shift Assignment Selection**

- A. On last day of school of each year all shift assignments shall be considered vacant.
- B. Two weeks (14 days) prior to the last day of school, employees will be notified by posting of the expected shift assignments of the coming school year.
- C. During the two (2) weeks prior to the last day of school of each year, the Director of Operations or his designee shall meet with of all bargaining unit members for the purpose of shift selection. This meeting may take place after work hours.

Selection will be by order of seniority beginning with the person with the most seniority on down to the person with the least seniority.

- D. An employee on unpaid leave or on sick leave expected to last more than 90 days shall not be included in the shift assignment selection process. Such employee shall be placed at the bottom of the seniority list for the purpose of shift assignment selection.
- E. At the convenience of the Board, but no later than the first day of the school year, the employees will be transferred to their selected shift assignment.
- F. In the event a shift assignment is eliminated, the other assignments may be modified. If an employee objects in writing to the modification of his shift assignment, then the entire shift assignment process shall be repeated.

In the event the Board utilizes students, senior citizens, etc., to assist custodians within a building with his/her regularly assigned duties during the school year, the following conditions will apply where the utilization commences subsequent to the shift assignment meeting detailed in Section C and continuing into the student school year:

- 1. A custodian with more seniority than the individual being provided with assistance may file a written request to have the shift assignment process repeated.
- 2. Requests under Section 1 will be restricted to those instances where the anticipated duration of the assistance from students, senior citizens, etc., is expected to exceed twenty (20) workdays.
- 3. If the shift assignment process is repeated and the students, senior citizens, etc. are eliminated, no requests for repeat of the shift assignment process will be honored.

The location of students, senior citizens, etc., and the duration of the assignment of such individuals is reserved to the Board.

- G. Shift assignments shall be applicable during the normal school year. If necessary, employees may be reassigned during school recesses (summer breaks, Christmas breaks, etc.).
- H. The employee with the most seniority in each building will be assigned work duty in his/her assignment one week before teachers are scheduled to report for work.

**ARTICLE 19**  
**Uniforms**

- A. All custodial/maintenance employees shall be provided with two (2) uniforms upon initial employment and one (1) additional uniform every six (6) months. Cleaning and maintenance shall be the responsibility of the employee. On all workdays when school is in session all employees shall wear their uniforms unless excused to do "dirty work".

**ARTICLE 20**  
**Strikes and Lockouts**

- A. Strikes - The Union agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in a strike action as said term is defined by the Public Employment Relations Act unless the employer refuses to fully implement an arbitration award issued in accordance with this Agreement.
- B. Lockouts and Unfair Labor Practices - The employer agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined in the Public Employment Relations Act. The employer also agrees that it will not lockout any employee during the term of this Agreement or during any period during which a successor Agreement is being negotiated by the parties.
- C. Picket Lines - It shall not be a violation of this Agreement nor shall it be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute involving district employees. An employee may not be ordered to cross a picket line if such action could adversely affect the personal safety of the employee.

**ARTICLE 21**  
**Holidays**

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

To be eligible for holiday pay, employees must work the day that they are scheduled to work immediate before the holiday(s) and the first day they are scheduled to work after the holiday(s) unless excused by the supervisor.

Independence Day (4th of July)  
Labor Day  
Thanksgiving Day  
The day following Thanksgiving  
The day before Christmas  
Christmas Day  
The day before New Year's  
New Year's Day  
Good Friday  
Memorial Day

In the event Good Friday is a scheduled day of student instruction, the first week day (M-F) of the teachers' spring break shall be designated as a paid holiday in lieu of Good Friday.

**ARTICLE 22**  
**Miscellaneous**

- A. At the mutual agreement of the Board and the Association, the parties may confer from time to time regarding matters of mutual concern.
- B. This Agreement may be extended by the written mutual consent of both parties.
- C. The cost of reproducing this contract shall be shared equally by the parties.
- D. Whenever possible, and economically feasible, summer work such as washing furniture, waxing floors, painting, cleaning windows and minor repair work shall be assigned to the work force on a rotating basis.
- E. The negotiators of the Association and the Board will meet annually to discuss insurance plans and pay scales.

APPENDIX A

GRIEVANCE FORM

Name of Grievant \_\_\_\_\_ Building \_\_\_\_\_ Assignment \_\_\_\_\_ Date Filed \_\_\_\_\_

LEVEL 1a- IMMEDIATE SUPERVISOR

Did the grievant attempt to resolve this grievance in an informal, verbal discussion with his immediate supervisor? Yes \_\_\_\_\_ No \_\_\_\_\_  
(date)

LEVEL 1b - IMMEDIATE SUPERVISOR

A. Date cause of grievance occurred \_\_\_\_\_

B. Statement of grievance \_\_\_\_\_  
\_\_\_\_\_

C. Section(s) of the Agreement allegedly violated \_\_\_\_\_

D. Relief requested \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

E. Date received by building principal/director/supervisor \_\_\_\_\_

F. Disposition by principal/director/supervisor \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

LEVEL 2 - SUPERINTENDENT

A. Grievant and/or Association Position \_\_\_\_\_  
\_\_\_\_\_

B. Date received by Superintendent or designee \_\_\_\_\_

C. Disposition by Superintendent or designee \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

LEVEL 3 - ARBITRATION

A. Position of Association \_\_\_\_\_  
\_\_\_\_\_

B. Date received by Board of Education or designee \_\_\_\_\_

C. Disposition by Board or Arbitrator \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

NOTE: All provisions of the Master Agreement relating to grievances must be strictly observed in the settlement of grievances.



**ARTICLE 23**

**Duration**

All Articles of this Agreement shall be effective upon ratification by the Board through June 30, 2010. Negotiations for a successor Agreement shall commence no later than April 15, 2010.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives the day and year first written above.

By Robert H. (Cubrey)  
President of the Board

Date 7-28-06

And Janet Powell  
Secretary of the Board

Date 7-28-06

By Wayne E. Fife  
President of the Association

Date 7-27-06

And St. Cunningham  
Secretary of the Association

Date 7/27/06

**"DISTRICT"**  
James K. Holten  
Team Member

Date 7/26/06

James Powers  
Team Member

Date 7-31-06

**"ASSOCIATION"**  
Wayne E. Fife  
Team Member

Date 7-26-06

Bruce McNeil  
Team Member

Date 7-27-06