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06/30/2003

AGREEMENT

BETWEEN

FREMONT PUBLIC SCHOOLS BOARD OF EDUCATION

AND

FREMONT CUSTODIAL/MAINTENANCE EMPLOYEE ASSOCIATION,
MEA/NEA

July 1, 1999 – June 30, 2003

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PREAMBLE

This Agreement entered into effective July 1, 1999 through June 30, 2003 by and between the Fremont Custodial/Maintenance Employee Association, MEA/NEA ("Association") and the Fremont Public School District.

ARTICLE I RECOGNITION

The Board of Education of the Fremont Public Schools hereby recognizes the Fremont Custodial/Maintenance Employee Association, MEA/NEA as the exclusive bargaining representative as defined in applicable Michigan statutes as set forth in MERC Case No. L98 K-7009 for the full-time and regularly scheduled part-time custodial/maintenance employees, but excluding substitutes, students and temporary hourly help not employed on a regular basis.

A student shall include anyone attending a school hired as part of his/her educational program or to meet seasonal needs, but not to replace a bargaining unit position.

ARTICLE II ASSOCIATION RIGHTS

- A. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- B. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association 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 that 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.

- C. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-twentieth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each paycheck for twenty (20) payrolls, beginning in September and ending in June of each year.
- D. Deductions
Upon written authorization, the employee may have payroll deductions for annuity programs, fringe benefits options, and other deductions.
- E. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- F. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective bargaining agreement. The Association further agrees to indemnify and hold harmless the Board (including each individual school board member) for any costs, including back pay or damages and court or agency costs which may be assessed against the Board as a result of said suit or action, subject, however, to the following conditions:
- a. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
 - b. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the action or the defense which may be assessed against the Board by any court or tribunal.
 - c. The Association, after consultation with the Board, has the right to choose the legal counsel to defend any said suit or action.
 - d. The Association shall have the right to compromise or settle any claim made against the Board under this section after consultation with the Board.

For the purposes of this Article, "Board" shall mean the Fremont Public School District, its Board of Education, its Administrative Personnel or legitimate agents, as well as past and present Board of Education members.

- G. The Board shall notify the Association within ten (10) days of any new employees, including their starting date and classification. The Board will also notify the Association within fifteen (15) days of any temporary employees or students hired, including their starting date, their duties and the anticipated duration of their employment.

H. Facilities and Equipment

The Association shall have the right to use the facilities and the office, audio-visual and business equipment in the school buildings at reasonable times when such facilities are not otherwise in use. The Association shall furnish or pay for the reasonable cost of all materials and supplies incidental to such use and will be responsible for the cost of repairs or any damage or loss directly attributable to inappropriate or improper use, and provided further that such repair or loss is not covered by insurance, warranty and/or service agreements.

The Association shall have the right to post notices of activities and matters of Association concerns. The Association may continue the use of the District mail service for communication to Association members.

I. Joint Meetings

An employee who, during his/her scheduled working hours, participates as a grievant, a necessary witness or Association Representative in the grievance procedure of this Agreement, which meetings are scheduled by mutual agreement of the Board representative and the Association representative or the grievant, shall be released from regular duties for the time necessary to participate in those meetings, without loss of pay for scheduled work time missed.

J. Association Meetings

The District will release Association members, as a group, without pay no more than three times per school year for Association group meetings. The release time is for no more than one and one-half hour per meeting. The meetings must be pre-scheduled ten (10) days ahead with the District. Each Association member has the opportunity to make up the released time on the same day.

ARTICLE III
EMPLOYEE RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every employee of the District has the right freely to, or not to, organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising the governmental power under the color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein may be construed to deny or restrict to any employee, rights he/she may have under the laws of the State of Michigan and the United States. The rights granted to employee in this Agreement are in addition to those provided by law.
- C. The Board will not discriminate against any employee in the performance of this contract, with respect to his/her continued employment, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of age, race, religion, color, national origin, sex, marital status, non-disqualifying disability, or other protected characteristic.
- D. No employee shall be disciplined or deprived of any employment advantage without just cause. The Board subscribes to the concept of progressive discipline.
- E. An employee shall, at all times, be entitled to have present a representative of the Association when he/she is engaged in an investigatory interview from which it is reasonable to conclude that disciplinary action against him/her may result. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present, but in no event later than two (2) days.
- F. At reasonable times, an employee shall have the right to review the contents of his/her personnel file, excluding initial references for the Board pertaining to said individual originating prior to initial employment, and to have a Association representative present at such review.
- G. Any material relating to an employee that is not exempt from disclosure to the employee according to statutory law shall not be entered into the employee's

personnel file without providing a copy to the employee. The employee may be required to acknowledge receipt of a copy by signing his/her signature, which shall indicate that the signature only acknowledges receipt of a copy of the material. The employee may submit a written statement as provided by law, which shall be dated and attached to the material entered in the file.

- H. If an employee is requested to sign material to be placed in his/her file, the signature shall be understood to indicate awareness of the material, but in no instance shall the signature be interpreted to mean agreement with the content unless stated in the document.
- I. A written reprimand that is more than eighteen (18) months old shall not be considered for disciplinary purposes but will be retained in the employee's file.

ARTICLE IV

BOARD RIGHTS

The Board, for itself and the school district electors, hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law, including, but not limited to: the right to the executive management and administrative control of the school system, employees, properties and facilities; the right to select, assign, direct, transfer, promote, demote and schedule the number of shifts, hours of work and starting times for employees in accordance with other sections of this Agreement; subcontract according to PA 112; make and publish reasonable rules of conduct; determine employee qualifications; and discharge or discipline for just cause. The exercise of such Board rights shall only be limited by the specific provisions of this Agreement.

ARTICLE V

SENIORITY

- A. Seniority shall be defined as an employee's length of continuous service with the bargaining unit since his/her last initial day of work in the unit. No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absence, vacation, sick or accident leaves or for layoffs for lack of work, except as hereinafter provided.
- B. Seniority shall be terminated when an employee:
 - 1. retires,
 - 2. resigns or quits,
 - 3. is discharged for just cause,

4. has been on layoff for twelve (12) months or fifty percent (50%) of the length of the employee's seniority, whichever is longer.
 5. is on leave of absence for illness, injury or disability (paid or unpaid) for twenty-four (24) months or in excess of fifty percent (50%) of the length of the employee's seniority, whichever is longer.
- C. If two or more employees have the same initial day of work in the unit, seniority will be determined among them by the last four digits of their social security numbers. The higher number shall have the greater seniority.
- D. As soon as is reasonably possible upon the execution of this Agreement, and as soon as possible after July 1 of each year thereafter, the Board shall post an up-to-date seniority list on the district's bulletin board and give a copy thereof to the Association president. If, at the end of the first thirty (30) calendar days that such list is posted, there have been no objections raised by any employee or the Association as to the seniority dates as they appear in such list, thereafter such seniority dates shall not be subject to question by the Board, the Association or the employees. If an employee or the Association objects to the seniority list, such employee or Association may file a written objection that will constitute a grievance, which will be processed under the Grievance Procedure beginning with the second step.

ARTICLE VI

LAYOFF/RECALL

When the Board determines that a layoff of custodial or maintenance employees is necessary, the following procedure will be used:

- A. The Board shall determine the number of positions in the maintenance, head custodial, and/or custodial classifications to be reduced.
- B. Probationary employees shall be laid off first in the selected classification, provided the remaining employees have the skill and ability to perform the work.
- C. Employees will be laid off in inverse order of seniority (least senior employee first), provided the remaining employees have the skill and ability to perform the work.
- D. The Board shall give employees written layoff notice as soon as reasonably possible, but not less than fifteen (15) working days prior to the layoff.
- E. The Board will recall laid off employees in order of seniority, provided the most senior person on layoff has the skill and ability to perform the work. The Board shall have sole discretion to determine which classification to recall first. The Board is not required to recall probationary employees.

ARTICLE VII

VACANCIES

A vacancy, subject to posting, is a newly created position in the bargaining unit of more than one hundred twenty (120) work days or a position which the Board intends to fill caused by the transfer, assignment, resignation, retirement, dismissal or death of an employee, or by an unpaid leave of absence of more than one (1) year or by consecutive leaves of absence of more than one (1) year.

If the Board determines it will fill a vacant position in a custodial or maintenance classification, then the following procedure will be used:

- A. The Board will notify current employees of the vacancy by posting for five (5) working days. Current employees have this time to apply for the vacant position. Any employee interested in applying for a position that is not currently vacant may file written notice with the Association president indicating this interest. The Association president will deliver the written application to the custodial/maintenance supervisor. In the event the position is posted, this written notice will be considered as an application. Such notice is valid for six (6) months, after which time it will be discarded.
- B. If one or more current employees apply for a vacant position and the employees have the skill and ability to perform the vacant position duties, then the employee with the most seniority will fill the vacant position. Unsuccessful applicants will be informed in writing why they were not awarded the position.
- C. An employee filling a vacant position will have a thirty (30) calendar day trial period. If, at the end of the thirty (30) day trial period, the supervisor and the Superintendent agree that the employee satisfactorily performs the position duties, then the employee will remain in the position. If the work is not satisfactory, then the employee will be returned to his/her original position and the Board then has the option to post the vacant position again.
- D. If current employees do not apply for the vacancy within five (5) days of posting, the Board has the discretion to fill the position from outside the unit.
- E. If this Article is found to be in conflict with Article VI, Layoff/Recall, then Article VI shall take priority.

ARTICLE VIII
INVOLUNTARY TRANSFERS

The Board has the right to transfer employees for the efficient operation of the District. The Board will first seek volunteers to transfer. If there are no volunteers, then the Board shall transfer the least senior employee in the classification chosen with the skill and ability to perform the job. Transfers include shifts, building locations, and classifications.

ARTICLE IX
CONDITIONS OF EMPLOYMENT

- A. A normal work day consist of eight (8) hours per day, and a normal work week consists of five (5) consecutive days.
- B. Overtime shall be paid at the following rate:
 - 1. Time and one-half (1½) for all hours worked over eight (8) hours per day.
 - 2. Time and one-half (1½) for all hours worked over forty (40) hours per week. Compensated leave time shall count as time worked for the computation of overtime.
 - 3. Double time for all hours worked on Sunday.
 - 4. Double time for all hours worked on holidays that are defined in this Agreement, plus holiday pay. In the alternative, an employee may have another day off rather than the holiday.
- C. Custodial overtime in each building shall be distributed on a rotation basis. The overtime shall first be offered to employees within the same building and then to other custodial and maintenance employees based on seniority on a rotating basis. Maintenance overtime shall be distributed to maintenance employees first based on seniority on a rotation basis and then to custodial employees based on seniority on a rotation basis, provided the employees have the skill and ability to perform the work. This provision does not prohibit assigning maintenance employees to fill in for custodians without overtime as needed on the first shift or, where agreed, on the second shift, but in no instance will a maintenance employee be required to work back-to-back shifts.
- D. In the event employees decline overtime offered under Section C above, management may assign the overtime. If the need for overtime is in the maintenance department, it will be assigned to the least senior maintenance person. If the need for overtime is in the custodial area, it shall be assigned to the least senior person in the custodial department. Rotation basis applies. No

person shall be required to work more than a total of twelve (12) hours in any twenty-four (24) hour period.

- E. Normal shifts of work are defined as follows:
 - 1. First Shift: 8 hours between 6:00 a.m. and 6:00 p.m.
 - 2. Second Shift: 8 hours between 1:00 p.m. and 1:00 a.m.
 - 3. Third Shift: 8 hours between 9:00 p.m. and 9:00 a.m.
- F. First shift employees are to call their supervisor or designee one (1) hour before their shift if they are to be absent; second and third shift employees are to call their supervisor or designee two (2) hours before their shift if they are to be absent, unless an emergency prevents the call, in which case the employee will call as soon as possible.
- G. Each second and third shift employee will have a paid thirty (30) minute lunch period to be taken at the work site. Each second and third shift employee must punch in and out on the time clock for the lunch period to verify that only thirty (30) minutes is taken. This thirty (30) minutes is still paid work time. Each first shift employee will have an unpaid duty-free thirty (30) minute lunch period and may leave the work site during this time.
- H. For each regular shift there shall be allowed two (2) breaks of fifteen (15) minutes in duration.
- I. Employee requests for deviation from the daily work schedule must be approved by the appropriate district supervisor.
- J. Employee shifts will be posted by the District no later than August 15 each year and will remain in effect until August 15 of the following year. No change in shifts or hours will be made during that time without the affected employees' approval.
- K. Responsibilities of various members of the bargaining unit are defined in the job descriptions attached in the appendix of this contract.
- L. Bargaining unit members shall punch in at the beginning of the shift and punch out at the end of the shift, and punch in and out for lunch periods. The time clock will not be punched for breaks. Time clocks will be located in break rooms.
- M. Bargaining unit members may apply to be on the District-wide School Improvement Committee. No custodial or maintenance employee on the Committee will be paid for such time.
- N. The Board will provide custodians and maintenance employees with the tools and equipment necessary for the tasks they are expected to perform.

ARTICLE X
HOLIDAYS

Holidays with pay for the fiscal year shall include, without exception, the following:

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before or after Christmas Day
Christmas Day
Day before or after New Year's Day
New Year's Day
Floating Holiday (2)
Good Friday
Memorial Day

To qualify for such holiday pay, an employee must work the last regularly scheduled workday immediately before and the regularly scheduled workday immediately after the holiday unless the employee is on paid leave. If an employee is on sick leave the day before or after a holiday, holiday pay will be paid. The District has the right to request the employee to submit a valid doctor's slip indicating the employee was sick that day.

In the event school is in session on any of the holidays listed above, that particular holiday will be postponed and rescheduled at a mutually agreed upon date.

Annually, the custodial/maintenance group will decide the specific dates for the two (2) floating holidays and the days before or after Christmas Day and New Year's Day in cooperation with the Board.

ARTICLE XI
VACATIONS

- A. For vacation purposes, the anniversary date is July 1st of each year.
- B. First year employees are not able to take accrued vacation days until after six (6) months of employment with the District. Probationary employees who do not make it through the probationary period are not credited with any vacation time.
- C. Vacation days are paid based on the employee's normal hourly rate for an eight (8) hour day.

All employees hired before June 30, 1996 will be credited with vacation days on July 1 of each year based on the following schedule. Vacation days are capped at a maximum of twenty-five (25) days for employees who had less than twenty (20)

years of seniority on July 1, 1996. Michael Tindall and Gerald Diekema are eligible for up to thirty (30) days vacation.

After the first July 1 and during the next seven (7) years of service	11 work days
During the 9 th through the 15 th year	16 work days
During the 16 th year	17 work days
During the 17 th year	18 work days
During the 18 th year	19 work days
During the 19 th year	20 work days
During the 20 th year	21 work days
During the 21 st year	22 work days
During the 22 nd year	23 work days
During the 23 rd year	24 work days
During the 24 th year	25 work days
During the 25 th year	26 work days
During the 26 th year	27 work days
During the 27 th year	28 work days
During the 28 th year	29 work days
During the 29 th year and beyond	30 work days

Vacations shall generally be taken during the months of June, July, and the first fifteen (15) days of August. Employees may request one or more days of vacation from August 16 through the end of May. Vacation requests must be submitted to the supervisor for approval at least three (3) days in advance of the vacation date(s) requested. The supervisor has the discretion to approve vacation requests.

Vacation time accrued on July 1 of each year must be used by July 31 of the succeeding year and cannot be carried beyond July 31 of the succeeding year.

When husband and wife are both employed by the District, they shall be granted their vacation at the same time.

When a holiday falls on or is observed during a scheduled vacation, the vacation shall be extended one (1) day continuous with the vacation, or not counted as a vacation day, at the employee's option.

Employees eligible for fifteen (15) or more vacation days per year may request that vacation days in excess of ten (10) be taken between August 16 and the end of May. Such vacation requests must be made to the supervisor at least one (1) week in advance of the requested vacation date(s).

Any non-probationary employee terminated for any reason shall be paid for accumulated vacation days.

For employees whose hire date is after June 30, 1996:

First Year – Vacation time is prorated the first year at the rate of one-half ($\frac{1}{2}$) day for each month the employee is hired, from the date of hire through June 30. This vacation time may only be used after the first June 30 consistent with the rest of Article XI regarding scheduling vacation days.

2nd through 9th years = ten (10) days per year
10th through 15th years = fifteen (15) days per year
16th year and beyond = twenty (20) days per year

ARTICLE XII

GRIEVANCE PROCEDURE

A. Definition

A claim and/or complaint by a bargaining unit member or a group of bargaining unit members or the Association 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. Step One

Any employee with a grievance under this Agreement must first verbally present the grievance to the supervisor without twenty (20) work days of the time the grievance arises. The supervisor generally will verbally respond immediately, or in not less than five (5) working days of receipt of the grievance.

C. Step Two

If the employee is dissatisfied with the Step One response, then the employee must file a written grievance to the supervisor within ten (10) working days of the supervisor's response in Step One. The written grievance must include the employee's name and signature, the grievance facts, the Agreement provisions allegedly violated, the employee's interpretation of the referenced provision(s), and the action the employee wants the supervisor and/or the Superintendent to take. The supervisor will give the employee a written decision within ten (10) working days of receipt of the written grievance.

D. Step Three

If the employee is dissatisfied with the Step Two decision, he/she must make a written request for the Superintendent to review the decision within ten (10) days of receiving the Step Two response. The Superintendent will respond to the appeal within ten (10) working days in writing.

E. Step Four

If the Association is not satisfied with the disposition of the grievance at Step 3 or if no disposition has been made within the period provided above, the Association

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.

F. Miscellaneous Conditions

1. If the Association 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 proceed to the next step of the grievance procedure. Time limits may be extended by mutual written agreement of the parties.
2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
3. The parties agree that the American Arbitration Association employment rules shall govern the arbitration proceedings.
4. 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.
5. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of this Agreement, including salary schedules and/or other appendices that are an integral part of this Agreement.
6. The parties agree that the party "losing" the arbitration shall pay all the arbitrator's fees and expenses. "Losing Party" means the party has been unsuccessful on all issues raised in the arbitration.

ARTICLE XIII

LEAVES

A. Family and Medical Leave Act

1. In accordance with the specific requirements and definitions of the Family and Medical Leave Act of 1993, a leave of up to twelve (12) work weeks unpaid is available once every twelve (12) months for any employee who has worked for the District for over one year and at least 1,250 hours in the last twelve (12) month period, for:
 - a. the birth or care of the employee's child;
 - b. adoption or foster care of the employee's child;

- c. care for the employee's spouse, child or parent with a serious health condition;
 - d. where the employee is unable to perform his/her job functions due to the employee's serious health condition.
2. Spouses who both work for the District are entitled to a combined twelve (12) work weeks unpaid leave under this policy for any reasons stated in 1(a) and (b) above, as well as for the care of the employee's parent with a serious health condition, but in no other instances will the leave be aggregated.
 3. Where possible, any employee requesting leave under this policy will give the District thirty (30) calendar days notice of the date the leave will begin.
 4. The District may require a medical certification for any leave requested under 1(c) and (d) above and may require a second medical opinion regarding the need for the leave at its expense.
 5. The District may permit any employee to take a reduced or intermittent leave for any leave requested under 1 (a) and (b) above.
 6. Any leave granted under this policy is a part of any other leave to which the employee may be entitled under the collective bargaining agreement. Any employee requesting a leave under 1(a) through (c) above must use accrued paid vacation and personal business leave as part of the twelve (12) work weeks unpaid leave. Any employee requesting leave under 1(d) above must use accrued sick leave as part of the twelve (12) work weeks unpaid leave.
 7. The District will continue the employee's group health care benefits during the twelve (12) work week unpaid leave.
 8. The District will restore the employee to his/her former position or to an equivalent position after the leave.
 9. With the exception of seniority, no employee on a leave under this policy will accrue any other benefits during the leave.

B. Personal Business

1. On July 1 of each year, each bargaining unit member shall be credited with two (2) days to be used for personal business. A bargaining unit member planning to use a personal leave day or days shall notify his/her supervisor at least two (2) days in advance, except in cases of emergency. An employee cannot use personal days to extend a holiday or vacation, except in cases of emergency (i.e., sudden, unexpected situations that occur which demand immediate action).
2. Personal business days shall be available for use in increments of one-half ($\frac{1}{2}$) day per business day.
3. Personal leave days may not be carried over to the next fiscal year.
4. Personal business days must be used as part of any leave taken under Article XIII, Section A.

C. Sick Leave

1. Full-time employees may accrue ten (10) days of sick leave per year to a maximum of one hundred thirty (130) days. The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability. The member may use up to a maximum of eight (8) days over the term of this contract for required serious medical care for his/her spouse or dependent child. Required serious medical care must be confirmed and detailed in advance by a valid doctor's verification. Full-time employees are defined as employees working forty (40) hours or more each week on a regular basis during the calendar year.
2. Each employee will receive written notice in July indicating the amount of sick leave accumulated.
3. Employees who have exhausted their accumulated sick leave and who remain unable to report for work as a result of a disability shall be placed on an unpaid leave of absence for such time as necessary for adequate recovery from such illness. Upon return to work, the employee will be returned to his/her former position, if available, or if not available then to a comparable position. This provision requires that any leave provided in Article XIII, Section A, be used as part of the unpaid leave of absence here.
4. The Board may require a doctor's statement regarding the necessity for any sick leave and/or verifying the ability of the employee to return to work when necessary.
5. The employee shall return to work when his/her physician indicates the employee is able to do so. Failure to return when so indicated may result in the employee's termination.

D. Military Leave

All military leaves of absence and the reinstatement rights of any employee who enters the military service of the United States shall be determined in accordance with the applicable laws and federal regulations.

E. Short-Term Unpaid Leaves

1. An employee may be granted an unpaid emergency leave of up to three (3) days at the discretion of his/her immediate supervisor.
2. Upon return from a short-term unpaid leave of absence, the employee shall be returned to his/her former position and shift.

F. Jury Duty

An employee required to serve jury duty will be paid his/her regular wages. Jury duty pay earned (less mileage) during such time shall be paid by the employer to the employer.

G. School Closings and Non-Reporting Days for Students

When schools of the District are closed to students because of inclement weather prior to their regular reporting times for the students' school day, employees shall not be required to report to work at their regular time, but may arrive up to two (2) hours later than their regular time. Employees shall receive their normal daily compensation if the employee works his/her regular total number of hours after arriving at work.

H. Long-Term Unpaid Leaves

1. An employee may request a leave of absence without pay for up to one (1) year, which may be granted at the Superintendent's discretion. Upon return from leave, he/she shall return to his/her former position, if vacant.

If the former position is not vacant, then he/she will be assigned to any other vacant position in the unit. If no position is vacant, then the person shall be placed on the recall list for the length of the employee's seniority or until such time as a vacancy occurs for which he/she has the skill and ability to perform, whichever occurs first. Granting or denying such leave of absence does not constitute a practice or precedent in any way related to another case.

2. Where the employee requests a leave under this policy different from the leave permitted in Article XIII, Section A.1(a)-(d), then this policy controls; otherwise, Article XIII, Section A controls for the first twelve (12) work weeks of the leave.

I. Bereavement Leave

An employee will be granted a maximum of three (3) days paid leave for each death in the employee's immediate family to attend to and assist in the details and arrangements related to the death. These days must be taken three (3) days before or after the funeral date. This leave is distinct from sick leave.

Immediate family includes the employee's children, stepchildren, son-in-law, daughter-in-law, spouse, siblings, parents, spouse's parents, grandparents, spouse's grandparents, and grandchildren. In addition to the above, each employee will be entitled to one (1) day bereavement leave for the following relatives: niece, nephew, brother-in-law, sister-in-law, aunt or uncle.

ARTICLE XIV

MEDICAL EXAMS

- A. TB Skin tests (and X-rays, if required) shall be provided at the expense of the District and shall be conducted during working hours.
- B. When the District has good cause to believe that an employee is unable to perform the essential functions of his/her normal duties, the District may require a medical examination at its own expense. The doctor shall be jointly selected by the District and the Association president.

ARTICLE XV
PROBATIONARY PERIOD

All new employees will be required to serve a one hundred twenty (120) calendar day probationary period with the right to automatically extend the probation for thirty (30) days on written notification to the employee and the Association president prior to the expiration of the 120th day. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. At the end of the 120 or 150 calendar days, the employee will remain employed pending satisfactory work performance or be dismissed. During the probationary period, an employee may be dismissed or disciplined at any time. It is understood that insurance benefits will take effect after ninety (90) calendar days. Probationary employees shall not be entitled to holiday pay.

ARTICLE XVI
DRUGS AND ALCOHOL

The possession, use, sale, manufacture and distribution of illegal drugs or alcohol on school district premises is prohibited.

Employees shall not report to work while illegally under the influence of alcohol or illegal drugs.

The parties recognize that alcoholism and drug addiction are illnesses and will be treated like any other illness under the terms and conditions of this Agreement.

ARTICLE XVII
SALARY SCHEDULE

- A. All bargaining unit members will be placed on the following salary schedule. New hires to the District will be placed on Step 1 upon completion of the probationary period and will move up on the salary schedule one step on July 1 of each year. During the probationary period, employees shall be paid fifty cents (50¢) per hour less than the Step 1 rate.

B. Salary Schedule (effective July 1, 1999)

	Step	(3%) 1999-2000	(3%) 2000-01	(3%) 2001-02
Maintenance & High School Head Building Custodian	1	11.53	11.87	12.23
	2	12.26	12.62	13.00
	3	13.24	13.63	14.04
	4	14.73	15.17	15.63
Head Building Custodian & Ground/Floor Care Specialist	1	11.24	11.57	11.92
	2	12.26	12.62	13.00
	3	13.13	13.53	13.93
	4	14.62	15.05	15.51
Custodian	1	10.88	11.20	11.54
	2	12.04	12.40	12.77
	3	12.92	13.30	13.70
	4	13.77	14.18	14.61

2002-03 – The District will increase wages for school year 2002-03 by a percentage equal to ninety percent (90%) of the State Aid foundation grant increase, or any other special per pupil increases received from the State which are not specifically earmarked, compared to the 2001-02 school year State Aid foundation grant. The increase will not exceed 3.5% nor will be less than 2.4%.

C. Summer student wage: minimum wage up to \$7.75 per hour.

The Board shall have the right to hire students. "It is the policy of the Board to provide jobs for students to assist them in obtaining an education. It is the intent of the Board to use student employees to supplement the regular work force and not replace it."

The Association thereby agrees to allow students to be hired for all areas of representation of this contract. This shall include, but not be limited to, JTPA – Co-Op and other specific job-training programs.

In no event shall the hiring of any student serve to reduce the number of present bargaining unit members.

D. Emergency call-in (after regular time) will be paid a minimum of one (1) hour at overtime rate of one and one-half (1½) times the regular rate.

APPENDIX A

PROGRESSIVE DISCIPLINE

Article III, Section D, provides:

No employee shall be disciplined or deprived of any employment advantage without just cause. The Board subscribes to the concept of progressive discipline.

Good discipline is a serious matter. It is an essential part of managing our school system, so that our custodial and maintenance employees can be treated fairly while working safely and efficiently together as a team.

There can be no mechanical formula for establishing disciplinary action, but the following important factors will be considered in all cases:

1. The seriousness of the offense
2. The employee's past record
3. The circumstances surrounding each particular case

This appendix is incorporated into the contract to provide guidance to employees and supervisors in their daily duties.

A. Verbal Warnings/Reprimands

The purpose of a verbal warning is for the supervisor to put an employee on notice that in the opinion of the supervisor the employee is not performing his/her duties at a satisfactory level. The purpose of the warning is to correct the behavior without further action. If there is a misunderstanding or disagreement about the work assignment or conduct, it should be resolved between the employee and the supervisor. To be sure there is no dispute that a verbal warning occurred, a note will be placed in an employee's file confirming the verbal warning. The employee will have an opportunity to sign this document which signature acknowledges receipt.

By way of example and not by way of limitation, the following actions warrant a verbal warning:

1. Tardiness for work
2. Failure to report for work without advance notice
3. Leaving a work area without prior approval

4. Failure to satisfactorily perform the duties of the job description
5. Loafing on the job
6. Removing school property from school premises without permission
7. Smoking in an unauthorized area

B. Written Reprimand

The purpose of a written reprimand is to place the employee on notice that his/her conduct is of concern to the supervisor and will not be allowed to continue.

By way of example and not by way of limitation, the following are grounds for written reprimands:

1. The repetition of any act enumerated in Section A within eighteen (18) months, provided that a verbal warning was issued at the time of the previous incident.
2. Misconduct which may be a first offense, but for which a verbal warning would be insufficient, such as:
 - a. Willful refusal to obey directives to do an assignment, unless such an assignment would be immoral, illegal, unsafe or unhealthy.
 - b. Violation of traffic laws while operating school vehicles.
 - c. Violation of safety rules.

C. Suspension

Suspension without pay for up to three (3) days may be utilized as a punishment for repeated misconduct and for serious matters.

By way of example and not by way of limitation, a person may be suspended for up to three (3) days without pay for:

1. A third incident of the same offense found in part A within eighteen (18) months, provided a verbal warning was issued on the first offense and a written reprimand was issued on the second offense.
2. A second incident of the same offense of actions in Section B within eighteen (18) months, provided a written reprimand was issued at the first offense.
3. Other serious matters that are inappropriate at the work site including, but not limited to:

- a. Deliberate destruction of school property.
- b. Unauthorized possession of firearms in a vehicle on school property.
- c. Driving a school vehicle while license is suspended or revoked.
- d. Possession of alcohol or other drugs (other than prescriptions) while at work.
- e. Reporting to work while under the influence of alcohol or any other illegal drug or legal drug taken illegally.
- f. Bodily assault, unless the employee is engaged in self-defense.
- g. Petty theft of school property.
- h. Sleeping on the job.

D. Discharge

Discharge is a very serious matter.

By way of example and not by way of limitation, discharge would be appropriate under the following circumstances:

1. A fourth infraction of a Section A offense within an eighteen (18) month period, provided all earlier steps have been taken.
2. A third infraction of a Section B offense within an eighteen (18) month period, provided all earlier steps have been taken.
3. A second infraction of a Section C offense within an eighteen (18) month period, provided the suspension step has been taken.
4. Very serious misconduct even though no previous incidents were known and no previous warning, reprimand or suspension was issued. Such acts include:
 - a. Conviction of sexual misconduct with a minor student.
 - b. Conviction of the felony of child abuse.
 - c. Willful failure to report for work or call in for a period of three (3) consecutive days or more, without a good reason.
 - d. Willful failure to return to work or call in for a period of five (5) consecutive days at the expiration of a leave of absence, without a good reason.

- e. Willful failure to return to work or call in for a period of five (5) consecutive days after receiving a certified letter recalling the employee from layoff, without a good reason.
- f. Unauthorized possession of firearms in a school building or on school property.
- g. Bodily assault of a supervisor or manager, unless the employee is engaged in self-defense.
- h. Theft of school property beyond petty theft.
- i. Sale, manufacture or distribution of illegal drugs, look-alikes or alcohol.

The parties recognize that the foregoing is a guide only. Should an employee believe any warning, reprimand, suspension or discharge is without just cause, he/she can resolve the dispute through the grievance procedure.

APPENDIX B
JOB DESCRIPTIONS

- 1) CUSTODIAN
- 2) MAINTENANCE
- 3) HEAD CUSTODIAN – ELEMENTARY SCHOOLS / MIDDLE SCHOOL
- 4) HEAD CUSTODIAN – HIGH SCHOOL
- 5) GROUNDS / FLOOR CARE SPECIALIST

FREMONT PUBLIC SCHOOLS
SCHOOL DISTRICT POSITION DESCRIPTION

Position Title:	Custodian
Department:	Building
Reports to:	Director of Maintenance
Date:	July 8, 1999

SUMMARY

Keeps the district's school buildings in such a state of operating excellence that they present no problems or interruptions to the educational program.

ESSENTIAL DUTIES AND RESPONSIBILITIES *Other duties may be assigned.*

- Assist in maintaining seasonal grounds work (snow, lawn).
- Clean and preserve designated spaces, equipment etc. in the building according to district standards.
- Restock disposable items and provides head custodian with inventory usage and data.
- Assist visiting public utilizing the facilities with directions within building and in obtaining and setting up need equipment such as community education programs and athletic events.
- Maintain building and ground security in the building each school day.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND/OR EXPERIENCE

High school diploma or general education degree (GED) and one to three months related experience and/or training.

LANGUAGE SKILLS

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively with students, staff, parents and/or community members.

MATHEMATICAL SKILLS

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume and distance.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

OTHER SKILLS AND ABILITIES

Ability to establish and maintain effective working relationships with students, parents, staff and/or community members. Ability to perform duties with awareness of all district requirements and Board of Education policies.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands and finger to handle, or feel objects, tools, or controls; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to sit. The employee frequently must squat, stoop or kneel, reach above the head and reach forward. The employee continuously uses hand strength to grasp tools and climbs on to ladders. The employee will frequently bend or twist at the neck and trunk more than the average person while performing the duties of this job.

The employee must frequently lift and/or move up to 50 pounds such as cleaning supplies, pails and unloading trucks. Occasionally the employee will lift and/or move up to 90 lbs such as salt and bulk furniture. The employee will sometimes push/pull items such as tables, bleachers, scrubbing machines. Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works indoors and will occasionally work outdoors. The employee will work near or with moving mechanical equipment. The employee may occasionally work with toxic or caustic chemicals such as petroleum products, degreasers, and sprays. The employee must be able to meet deadlines with severe time constraints. The noise level in the work environment is usually moderate.

*The custodian shall serve under the direct supervision of the Director of Maintenance; however, the building principal is in charge of the operation of the school. The custodian shall complete any singular duty as assigned by the building principal. If the duty is to become part of a daily routine, it must be assigned through the Director of Maintenance.

If an emergency involving a maintenance, custodial or engineering problem arises in the building or on the grounds and the custodian is unable to contact the Director of Maintenance, he/she shall go to the principal's office or the administration building. If unable to contact an authority in the principal's office or the administration building, the custodian is to use his/her own judgment. The action taken shall be reported verbally and in writing to the Director of Maintenance as soon thereafter, as he/she can be contacted.

A work schedule should only be considered as a guide for the days work and it should be realized that it cannot always be followed. Special activities or emergency situations may require the schedule to be altered from time to time.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

FREMONT PUBLIC SCHOOLS
SCHOOL DISTRICT POSITION DESCRIPTION

Position Title:	Maintenance
Department:	District
Reports to:	Director of Maintenance*
Date:	July 8, 1999

SUMMARY

To help maintain district buildings/grounds in a condition of operating excellence so that full educational use of it may be made at all times.

ESSENTIAL DUTIES AND RESPONSIBILITIES . *Other duties may be assigned.*

- Assists in estimating costs of carpentry repair or new projects in terms of labor, material, and overhead and perform rough and/or finish work upon approval.
- Assists in ordering and accounting for material and labor relative to assignments.
- Maintain all safety and code requirements of the state, local and Board guidelines.
- Perform general maintenance work inside and outside the physical plant such as ceiling, roof, electrical, plumbing, concrete, masonry, glazing, insulation, tile and pump and fan repairs.
- Perform district wide grounds maintenance work such as plowing, salting, field marking and maintenance of underground sprinkling systems.
- Recommend supplies and equipment for purchase, and maintain the inventory of district-owned hand tools, equipment, hardware, materials and supplies.
- Responsible for the upkeep of the swimming pool, lawn, shrubs, trees, athletic fields, playgrounds, playground equipment, parking lots, sidewalks, track, etc.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND/OR EXPERIENCE

High school diploma or general education degree (GED) and one to three years related experience and/or training.

LANGUAGE SKILLS

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively with students, parents, staff and/or community members.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

CERTIFICATES, LICENSES, REGISTRATIONS

Valid driver's license with good driving record. A Journeyman's card for carpentry is preferred.

OTHER SKILLS AND ABILITIES

Ability to pass a district written and physical test. Ability to establish and maintain effective working relationships with students, parents, staff, and/or community members. Ability to perform duties with awareness of all district requirements and Board of Education policies.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand, walk; use hands and finger to handle, or feel objects, tools, or controls; and talk or hear. The employee frequently is required to reach with hands and arms such as to operate vibrating machinery. The employee is occasionally required to sit. The employee frequently must squat, stoop or kneel, reach above the head and reach forward. The employee continuously uses hand strength to grasp tools and climbs on to ladders. The employee will frequently bend or twist at the neck and trunk more than the average person while performing the duties of this job.

The employee must frequently lift and/or move up to 50 pounds such as building materials. Occasionally the employee will lift and/or move up to 90 lbs such as bulk furniture. The employee will sometimes push/pull items such as tables scaffolds, and cabinets. Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works indoors and will occasionally work outdoors. The employee will work near or with moving mechanical equipment. The employee may work with toxic or caustic chemicals such as petroleum products, degreasers, and sprays and non-household dust while performing the duties of the job. The noise level in the work environment is usually moderate and occasionally will work in a loud area.

*The maintenance person shall serve under the direct supervision of the Director of Maintenance.

If an emergency involving a maintenance, custodial or engineering problem arises in the building or on the grounds and the maintenance person is unable to contact the Director of Maintenance, he/she shall go to the principal's office or the administration building. If unable to contact an authority in the principal's office or the administration building, the maintenance person is to use his/her own judgment. The action taken shall be reported verbally and in writing to the director of maintenance as soon, thereafter, as he/she can be contacted.

A work schedule should only be considered as a guide for the days work and it should be realized that it cannot always be followed. Special activities or emergency situations may require the schedule to be altered from time to time.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

FREMONT PUBLIC SCHOOLS
SCHOOL DISTRICT POSITION DESCRIPTION

Position Title:	Head Custodian – Elementary Schools/Middle School
Department:	High School
Reports to:	Director of Maintenance*
Date:	July 8, 1999

SUMMARY

Keeps the district's elementary school buildings and middle school building in such a state of operating excellence that they present no problems or interruptions to the educational program..

ESSENTIAL DUTIES AND RESPONSIBILITIES *Other duties may be assigned.*

- Instruct custodians verbally or in writing of building and grounds custodial and routine preventive maintenance activities.
- Maintain inventory of custodial/maintenance supplies and equipment.
- Clean and preserve designated spaces, equipment etc. in the building.
- Perform ongoing preventive maintenance and minor repair on plumbing, custodial equipment, ventilation, building structure and hardware.
- Perform normal operator adjustments, and service to facility operational equipment such as, but not limited to, compressors, boilers, unit ventilators and fans and maintain records on operational and maintenance activities.
- Perform minor electrical maintenance and repairs.
- Assist visiting public utilizing the facilities with directions within the building or in obtaining and setting up needed equipment and or material.
- Assist outside maintenance employees with mowing, shoveling snow and maintaining grounds and equipment.
- Assist the maintenance supervisor in scheduling and assigning extra time for custodians.
- Maintain building and ground security by locking the building each school day.
- Maintain work related records and prepares various reports as directed.
- Supervise the "breaking-in" of all new personnel for the elementary schools and middle school.

EVALUATION

School custodians may be evaluated jointly by the director of maintenance and the building principal. Prior to the preparation of the evaluation report, the principal and the director of maintenance may meet and review the performance of the custodian. The final report may contain signatures of both the principal and the director of maintenance.

The head custodial will be evaluated on how he/she completes the assigned duties as per this job description and also on his/her conduct on the job. If there is a need for further discussion on the criteria in which the employee will be evaluated, the employee should contact the director of maintenance.

SUPERVISORY RESPONSIBILITIES

Oversees custodians at his/her building level.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The head custodian must be physically able-bodied, have good moral habits, be literate and be adaptable to working around students.

EDUCATION AND/OR EXPERIENCE

High school diploma or general education degree (GED) and one to three months related experience and/or training.

LANGUAGE SKILLS

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively with students, parents, staff and/or community members.

MATHEMATICAL SKILLS

Ability to add, subtract, and multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

OTHER SKILLS AND ABILITIES

Ability to pass a written and physical test. Ability to establish and maintain effective working relationships with students, parents, staff and/or community members. Ability to perform duties with awareness of all district requirements and Board of Education policies.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands and fingers to handle, or feel objects, tools, or controls; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to sit. The employee frequently must squat, stoop or kneel, reach above the head and reach forward. The employee continuously uses hand strength to grasp tools and climbs on to ladders. The employee will frequently bend or twist at the neck and trunk more than the average person while performing the duties of this job.

The employee must frequently lift and/or move up to 50 pounds such as cleaning supplies, pails, chlorine and other pool supplies, and unloading trucks. The employee must frequently lift and/or move up to 90 lbs such as salt, bulk furniture and ladders. The employee will sometimes push/pull items such as tables, bleachers, scrubbing machines, scaffolds and air compressors. Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee continuously works indoors and will occasionally work outdoors. The employee will work near or with moving mechanical equipment. While performing the duties of this job, the employee will frequently walk on slippery surfaces and occasionally get soaking wet. The employee may work with toxic or caustic chemicals such as petroleum products, degreasers, and sprays while performing the duties of this job. The employee must be able to meet deadlines with severe time constraints. Frequently the employee will work alone and occasionally will work irregular or extended hours. The noise level in the work environment is usually moderate and will occasionally work in a loud area.

*The head custodian shall serve under the direct supervision of the Director of Maintenance; however, the building principal is in charge of the operation of the school. The head custodian shall complete any singular duty as assigned by the building principal. If the duty is to become part of a daily routine, it must be assigned through the Director of Maintenance.

If an emergency involving a maintenance, custodial or engineering problem arises in the building or on the grounds and the head custodian is unable to contact the Director of Maintenance, he/she shall go to the principal's office or the administration building. If unable to contact an authority in the principal's office or the administration building, the head custodian is to use his/her own judgment. The action taken shall be reported verbally and in writing to the director of maintenance as soon, thereafter, as he/she can be contacted.

A work schedule should only be considered as a guide for the days work and it should be realized that it cannot always be followed. Special activities or emergency situations may require the schedule to be altered from time to time.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

FREMONT PUBLIC SCHOOLS
SCHOOL DISTRICT POSITION DESCRIPTION

Position Title:	Head Custodian – High School
Department:	High School
Reports to:	Director of Maintenance*
Date:	July 8, 1999

SUMMARY

Keeps the district's high school buildings in such a state of operating excellence that they present no problems or interruptions to the educational program. Maintains pool operation and equipment in accordance with the health department regulations.

ESSENTIAL DUTIES AND RESPONSIBILITIES *Other duties may be assigned.*

- Instruct custodians verbally or in writing of building and grounds custodial and routine preventive maintenance activities.
- Maintain inventory of custodial/maintenance supplies and equipment.
- Clean and preserve designated spaces, equipment etc. in the building.
- Perform ongoing preventive maintenance and minor repair on plumbing, custodial equipment, ventilation, building structure and hardware.
- Perform normal operator adjustments, and service to facility operational equipment such as, but not limited to, compressors, boilers, unit ventilators and fans and maintain records on operational and maintenance activities.
- Perform minor electrical maintenance and repairs.
- Assist visiting public utilizing the facilities with directions within the building or in obtaining and setting up needed equipment and or material.
- Assist outside maintenance employees with mowing, shoveling snow and maintaining grounds and equipment.
- Assist the maintenance supervisor in scheduling and assigning extra time for custodians.
- Assure the safe condition of the swimming pool.
- Ensures safe and sanitary conditions in total pool area including locker rooms, drying rooms, laundry and filter rooms.
- Maintain building and ground security by locking the building each school day.
- Maintain work related records and prepares various reports as directed.
- Supervise the "breaking-in" of all new personnel for the high school.

EVALUATION

School custodians may be evaluated jointly by the director of maintenance and the high school principal. Prior to the preparation of the evaluation report, the principal and the director of maintenance may meet and review the performance of the custodian. The final report may contain signatures of both the principal and the director of maintenance.

The head custodial will be evaluated on how he/she completes the assigned duties as per this job description and also on his/her conduct on the job. If there is a need for further discussion on the criteria in which the employee will be evaluated, the employee should contact the director of maintenance.

SUPERVISORY RESPONSIBILITIES

Oversees custodians at his/her building level.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The head custodian must be physically able-bodied, have good moral habits, be literate and be adaptable to working around students.

EDUCATION AND/OR EXPERIENCE

High school diploma or general education degree (GED) and one to three months related experience and/or training.

LANGUAGE SKILLS

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively with students, parents, staff and/or community members.

MATHEMATICAL SKILLS

Ability to add, subtract, and multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

OTHER SKILLS AND ABILITIES

Ability to pass a written and physical test. Ability to establish and maintain effective working relationships with students, parents, staff and/or community members. Ability to perform duties with awareness of all district requirements and Board of Education policies.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands and fingers to handle, or feel objects, tools, or controls; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to sit. The employee frequently must squat, stoop or kneel, reach above the head and reach forward. The employee continuously uses hand strength to grasp tools and climbs on to ladders. The employee will frequently bend or twist at the neck and trunk more than the average person while performing the duties of this job.

The employee must frequently lift and/or move up to 50 pounds such as cleaning supplies, pails, chlorine and other pool supplies, and unloading trucks. The employee must frequently lift and/or move up to 90 lbs such as salt, bulk furniture and ladders. The employee will sometimes push/pull items such as tables, bleachers, scrubbing machines, scaffolds and air compressors. Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee continuously works indoors and will occasionally work outdoors. The employee will work near or with moving mechanical equipment. While performing the duties of this job, the employee will frequently walk on slippery surfaces and occasionally get soaking wet. The employee may work with toxic or caustic chemicals such as petroleum products, degreasers, and sprays while performing the duties of this job. The employee must be able to meet deadlines with severe time constraints. Frequently the employee will work alone and occasionally will work irregular or extended hours. The noise level in the work environment is usually moderate and will occasionally work in a loud area.

*The head custodian shall serve under the direct supervision of the Director of Maintenance; however, the High School Principal is in charge of the operation of the school. The head custodian shall complete any singular duty as assigned by the high school principal. If the duty is to become part of a daily routine, it must be assigned through the Director of Maintenance.

If an emergency involving a maintenance, custodial or engineering problem arises in the building or on the grounds and the head custodian is unable to contact the Director of Maintenance, he/she shall go to the principal's office or the administration building. If unable to contact an authority in the principal's office or the administration building, the head custodian is to use his/her own judgment. The action taken shall be reported verbally and in writing to the director of maintenance as soon, thereafter, as he/she can be contacted.

A work schedule should only be considered as a guide for the days work and it should be realized that it cannot always be followed. Special activities or emergency situations may require the schedule to be altered from time to time.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

FREMONT PUBLIC SCHOOLS
SCHOOL DISTRICT POSITION DESCRIPTION

Position Title:	Grounds/Floor Care Specialist
Department:	District
Reports to:	Director of Maintenance*
Date:	November 2, 1999

SUMMARY

To help maintain district buildings/grounds in a condition of operating excellence so that full educational use of it may be made at all times.

ESSENTIAL DUTIES AND RESPONSIBILITIES . *Other duties may be assigned.*

General Responsibilities

- ◆ basic maintenance of lawn equipment
- ◆ snow plowing on 3rd shift
- ◆ supervise summer student help
- ◆ parking lot line painting
- ◆ carpet cleaning, tile cleaning, etc. (in large areas)
- ◆ mowing, athletic field lining for district (September to November and April to mid-June)
- ◆ 120 acres of grass to mow

High School

- ◆ supervision of Mike Tindall and work to be done
- ◆ general clean-up
- ◆ shrub trimming

Middle School

- ◆ weed whipping around fencing at tennis courts, ball fields, batting cages
- ◆ add wood chips, weed around shrubs and trees/removal of dead trees and shrubs
- ◆ keep curb lines cleaned up

Daisy Brook

- ◆ weed whipping around fencing
- ◆ add wood chips, weed around shrubs and trees
- ◆ wood chips added to playground area

Pathfinder

- ◆ wood chips added to playground area
- ◆ trimming of shrubs
- ◆ spraying storm sewer areas

Pine Street Primary Center

- ◆ trimming of shrubs

Quest

- ◆ bark under swings, repair broken swings

Pine Street Athletic Field

- ◆ weed whipping around fencing
- ◆ cleaning field house, press box
- ◆ trash clean-up after events

BOE Offices

- ◆ mowing/trimming/clean-up of shrubs
- ◆ interior cleaning

Transportation Department

- ◆ interior cleaning

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND/OR EXPERIENCE

High school diploma or general education degree (GED) and one to three years related experience and/or training.

LANGUAGE SKILLS

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively with students, parents, staff and/or community members.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

CERTIFICATES, LICENSES, REGISTRATIONS

Valid driver's license with good driving record. A Journeyman's card for carpentry is preferred.

OTHER SKILLS AND ABILITIES

Ability to pass a district written and physical test. Ability to establish and maintain effective working relationships with students, parents, staff, and/or community members. Ability to perform duties with awareness of all district requirements and Board of Education policies.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand, walk; use hands and finger to handle, or feel objects, tools, or controls; and talk or hear. The employee frequently is required to reach with hands and arms such as to operate vibrating machinery. The employee is occasionally required to sit. The employee frequently must squat, stoop or kneel, reach above the head and reach forward. The employee continuously uses hand strength to grasp tools and climbs on to ladders. The employee will frequently bend or twist at the neck and trunk more than the average person while performing the duties of this job.

The employee must frequently lift and/or move up to 50 pounds such as building materials. Occasionally the employee will lift and/or move up to 90 lbs such as bulk furniture. The employee will sometimes push/pull items such as tables scaffolds, and cabinets. Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works indoors and will occasionally work outdoors. The employee will work near or with moving mechanical equipment. The employee may work with toxic or caustic chemicals such as petroleum products, degreasers, and sprays and non-household dust while performing the duties of the job. The noise level in the work environment is usually moderate and occasionally will work in a loud area.

A work schedule should only be considered as a guide for the days work and it should be realized that it cannot always be followed. Special activities or emergency situations may require the schedule to be altered from time to time.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

APPENDIX C
INSURANCE SPECIFICATIONS

PAK A – **For those employees who elect health insurance coverage:**

- MESSA/Blue Cross SuperCare 1 with the \$5 "Preferred" prescription rider
- MESSA LTD with a 66 2/3 % benefit percentage, a ninety (90) calendar day modified fill and a maximum of \$5,000 per month (including; drug, alcohol and mental/nervous coverage with a 2-year limitation, family social security offset, 2-year own occupation, 5% minimum payout, pre-existing condition waiver, freeze on offsets, maternity coverage, rehabilitation benefits)
- Delta Dental 80:80/80/80 plan, \$1000 Class I & II annual maximum and \$1300 Class III lifetime maximum, Internal and External Coordination of Benefits
- Negotiated Term Life insurance with AD&D in the amount of \$40,000 for each employee
- VSP3 Vision

PAK B – **For those employees not electing health insurance:**

- MESSA Super Care I single subscriber monthly premium amount as a cash option in accordance with the District's Section 125 Plan.
- MESSA LTD with a 66 2/3 % benefit percentage, a ninety (90) calendar day modified fill and a maximum of \$5,000 per month (including; drug, alcohol and mental/nervous coverage with a 2-year limitation, family social security offset, 2-year own occupation, 5% minimum payout, pre-existing condition waiver, freeze on offsets, maternity coverage, rehabilitation benefits)
- Delta Dental 80:80/80/80 plan, \$1000 Class I & II annual maximum and \$1300 Class III lifetime maximum, Internal and External Coordination of Benefits
- Negotiated Term Life insurance with AD&D in the amount of \$40,000 for each employee
- VSP3 Vision

APPENDIX D

Letter of Understanding
between the
Fremont Board of Education
and the
Fremont Custodial/Maintenance Association

Re: Signaling Devices

The District and the Association will jointly investigate the availability of appropriate "signaling devices" and the feasibility of providing them to second and third shift employees who work alone.

For the Board of Education

Brian S. Karsten

Date: 1-10-00

For the Association

Robert B. Wesley

Date: 1-4-00

APPENDIX E
FREMONT PUBLIC SCHOOLS
CUSTODIAL SENIORITY
01/01/2000

<u>Employee</u>	<u>School Year Hired</u>	<u>Seniority Date</u>	<u>Position</u>	<u>Step</u>
Diekema, Gerald	70-71	4/13/71	Custodian	4
Tindall, Michael	71-72	5/18/72	Custodian, Utility B	4
Wesley, Robert	82-83	12/13/82	Head Bldg. Custodian	4
DeKryger, David	84-85	7/16/84	Head Bldg. Custodian	4
Fetterley, Gary	84-85	7/12/84	Maintenance	4
Smalligan, Allen	85-86	8/8/85	Maintenance	4
Derks, Randy	86-87	11/24/86	Head Bldg. Custodian	4
Karp, Wilbur	86-87	5/26/87	Maintenance	4
Hooker, Eugene	93-94	11/15/93	Custodian	4
Garza, Antonijo	93-94	5/2/94	Custodian	4
Stariha, Rose	94-95	7/6/94	Head Bldg. Custodian	4
Hooker, Eleanor	94-95	7/6/94	Custodian	4
Bushaw, Kenneth	97-98	7/14/97	Head Bldg. Custodian	3
Hamilton, Thomas	97-98	7/14/97	Custodian	3
Sovinski, Joe	98-99	11/3/98	Grounds/Floor Specialist	2
Welch, Roy	99-00	7/13/99	Custodian	1
Buter, Doug	99-00	11/17/99	Custodian	1
Knox, Judy	99-00	11/29/99	Custodian	1

APPENDIX F

FREMONT PUBLIC SCHOOLS VACATION ACCUMULATION AS OF 12/6/99

Employee	Seniority Date	Years of Service as of 7/1/99	1999-00 Vacation Days	1998-99 Vacation Days Carry-over	Total Vacation Days Available for 1999-00	Maximum Vacation Days Allowed To Earn Per Year Under Contract
Diekema, Gerald	4/13/71	28	30	0	30	30
Tindall, Michael	5/18/72	27	29	17	46	30
Wesley, Robert	12/13/82	16.5	18	0	18	25
DeKryger, David	7/16/84	15	17	7	24	25
Fetterley, Gary	7/12/84	15	17	2	19	25
Smalligan, Allen	8/8/85	14	16	12	28	25
Derks, Randy	11/24/86	13	16	14	30	25
Karp, Wilbur	5/26/87	11	16	0	16	25
Hooker, Eugene	11/15/93	6	11	2	13	25
Garza, Antonio	5/2/94	5	11	0	11	25
Hooker, Eleanor	7/6/94	5	11	2	13	25
Stariha, Rose	7/6/94	5	11	2	13	25
Bushaw, Kenneth	7/14/97	2	10	1	11	20
Hamilton, Thomas	7/14/97	2	10	0	10	20
Sovinski, Joe	11/3/98	1	10	0	10	20
Welch, Roy	7/13/99	0	6	0	6	20
Buter, Doug	11/17/99	0	4	0	4	20
Knox, Judy	11/29/99	0	4	0	4	20

ARTICLE XVIII

INSURANCE

The Association annually, by a vote of its members, will select one of the following:

OPTION 1

The District shall provide without cost for each bargaining unit member and his/her eligible dependents, including sponsored dependents, health, dental, vision, life and long term disability insurance through Michigan Employees Benefit Services (MEBS). Coverage will be substantially equivalent to the insurance specified in Appendix C with the exception that there will be a \$2.00 prescription co-pay. The District will identify an administrative assistant to contract if a member is unable after reasonable attempts to secure appropriate coverage through the MEBS representatives. The District agrees that if the Administrator group terminates MEBS coverage that the custodial/maintenance group will be notified and given the option to retain MEBS or negotiate new coverage.

OPTION 2

The District shall provide for each bargaining unit member and his/her eligible dependents, including sponsored dependents, health, dental, vision, life and long term disability insurance as outlined in Appendix C. The District and the employees will share the insurance premium costs each year of the term of this agreement as follows: Employee 4%; District 96%. The employee's 4% is of the single, two-person or family subscriber rate depending on coverage selected and will be deducted in accordance with the District's Section 125 Plan.

ARTICLE XIX

ATTENDANCE INCENTIVE

The District will pay an annual attendance incentive to Association members as follows based on a July 1 to June 30 year:

Use 0 sick days	\$250.00
Use 1 sick day	\$150.00
Use 2 sick days	\$75.00

ARTICLE XX
PERFORMANCE REVIEWS

- A. Each probationary employee shall be provided with a performance review within five (5) days of the conclusion of his/her probationary period. Non-probationary employees shall receive a performance review at least once every three (3) years. Failure of the administration to provide an employee with a performance review shall be considered as evidence that the employee's performance for that period was satisfactory.
- B. Each bargaining unit member, upon his/her employment or at the beginning of the work year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated and the name of the supervisor who will be conducting the performance review. Employees shall be reviewed consistent with the requirements found in the attached job descriptions.
- C. All performance reviews shall be reduced to writing with a copy given to the bargaining unit member within twenty (20) days. The bargaining unit member shall sign and be given a copy. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the review.
- D. All performance reviews are to be placed in the bargaining unit member's personnel file. If the bargaining unit member disagrees with the performance review, he/she may submit a written response which shall be attached to the file copy of the performance review in question.
- E. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an 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.
- F. An employee who receives an unsatisfactory performance review will receive a follow up review within one year. Each area identified as unacceptable in the first review will be addressed in the follow up review.
- G. Each bargaining unit member's performance review 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)."

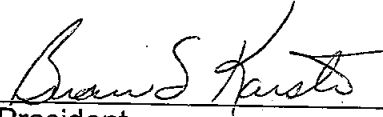
ARTICLE XXI
GENERAL PROVISIONS

- A. If any provision or the application of any provision of this Agreement is found to be contrary to law, then that provision or application will be deemed null and void. The Board and the Association shall meet promptly to renegotiate the affected provision.
- B. This Agreement binds the parties.
- C. Each custodial/maintenance employee will be given the opportunity to attend one (1) training program outside the District each summer at the District's expense. The District will determine the training program with input from the Association.
- D. All maintenance/custodial staff must wear a uniform. The District will provide each maintenance/custodial employee three (3) uniform shirts annually which the employees will care for and launder. Staff may purchase additional uniform shirts at their own expense.

ARTICLE XXII

This Agreement is the complete agreement between the parties and is effective from July 1, 1999 through June 30, 2003. Negotiations for a successor agreement will be initiated at least ninety (90) calendar days before the expiration of this Agreement.

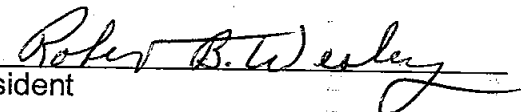
FOR THE FREMONT PUBLIC SCHOOLS
BOARD OF EDUCATION



President

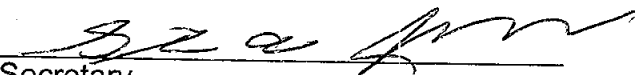
Date: 1-10-00

FOR THE FREMONT CUSTODIAL/
MAINTENANCE ASSOCIATION, MEA/NEA



President

Date: 1-4-00



Secretary

Date: 1-14-00



Secretary

Date: 1-4-00

**Letter of Agreement
Between the
Fremont Public Schools Board of Education
And the
Fremont Custodial maintenance Educational Support Personnel Association**

Subject: 2006-07 Master Agreement

The undersigned herein agree to the continuation of the 2005-06 Master Agreement through June 30, 2007 with the following changes and modifications.

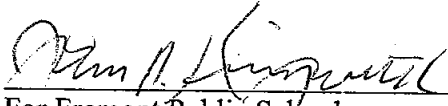
The bargaining unit members will receive a 1% increase on the wage schedule for the 2006-2007 school year, retroactive to July 1, 2006 (schedule attached). Step increases will be given where applicable. MESSA insurance options will continue under the existing formula, that is, the employee contributes 4% of the cost of Choices II with a \$5/\$10 drug co-pay and the District would pay 96% of the cost. For MESSA Super Care I, the employee would contribute 10% of the insurance premium cost, and the District would contribute 90%.

This agreement is for a one year duration with the collective bargaining agreement to expire on June 30, 2007.

Both parties withdraw all other language proposals and economic proposals.

All other provisions of the 2005-06 Master Agreement shall be unchanged for the duration of this agreement.

This shall constitute the entire agreement of the parties on this matter.



For Fremont Public Schools

11-13-06
Date



For FCMESPA MEA

11/8/06
Date



For FCMESPA MEA

11/8/06
Date