

AGREEMENT

BETWEEN

DUNDEE CUSTODIAL MAINTENANCE ASSOCIATION

MICHIGAN EDUCATION ASSOCIATION

NATIONAL EDUCATION ASSOCIATION

(DCM-MEA/NEA)

AND

BOARD OF EDUCATION

OF

DUNDEE COMMUNITY SCHOOLS

December 12, 2011 - JUNE 30, 2014

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ARTICLE 1

Agreement

This Agreement entered into this 12th day of December, 2011 by and between the Dundee Custodial Maintenance Association-MEA/NEA, hereinafter called the "Union" and Dundee Board of Education, hereinafter called the "Employer."

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

ARTICLE 2

Purpose

2.1 Agreement

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

2.2 Dispute Resolution

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

2.3 Maintenance of Standards

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established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement, shall be superseded and replaced by this Agreement.

ARTICLE 3

Recognition

3.1 Bargaining Unit Defined

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

3.2 Employees

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

- a. Full-time: A bargaining unit member who employed thirty-five (35) hours or more per week.
- b. Part-time: A bargaining unit member- who is employed less than thirty-five (&S) hours per week.
- c. Probationary: A bargaining unit member who is employed to fill a full or part-time position for a trial period of sixty (60) days worked, (formerly 90 calendar days)
- d. School-year employee: A bargaining unit member employed to work whose employment follows the school calendar will be classified as a Custodial II employee.

ARTICLE 4
Extent of Agreement

4.1 Severability

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

4.2 Individual Agreements

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

ARTICLE 5
Agency Shop

5.1 Service Fees

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

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

5.2 Objections Policy

Pursuant to *Chicago Teachers Union v Hudson*, 106 & U1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the Administrative Procedures (including the time table for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in the policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

5.3 Dues Deductions

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

5.4 **Payroll Deduction**

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

ARTICLE 6

Union Rights

6.1 **Information**

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

6.2 **Use of Facilities**

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

6.3 **Mail**

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

6.4 **Union Leave**

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

6.5 **Special Conferences**

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

6.6 **Competing Organizations**

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

6.7 **Equipment**

The Union, as the exclusive representative of employees within the bargaining unit described in this Agreement, shall have the right to use an/or have access to Employer facilities and equipment, including but not limited to typewriters, computers, mimeographing machines, FAX, photocopiers, and audiovisual equipment at reasonable times when such equipment is not otherwise in use, upon the approval of the schedule by the building administrator or appropriate supervisor, per Article 6.2. The Board shall be entitled to recoup reasonable costs if necessary.

6.8 Union Meeting

Attendance at union meetings shall take place on non-paid time so as not to disrupt the employee's work day. If such time is essential, the employees will be unpaid but given the opportunity to make up the hours.

ARTICLE 7 **Employer Rights**

7.1 Employer Rights

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, and the operations, and to direct the working forces and affairs of the Employer
2. Continue its rights and past practice of assignment and direction of work of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify, or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above file employee's classification, such assignment will be temporary and of a short duration), determine the size of the workforce and to lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees.
7. Determine the number and location of its facilities, including the establishment or relocation of new schools, building, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, building, or other facilities,
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, and amount of supervision, and table of organization.
11. Determine the policy affecting selection, resting or training of employees, providing that such selection shall be based upon lawful criteria.
12. The Board reserves the right to subcontract bargaining unit work in order to promote the efficient operation of the school district in accordance with the State of Michigan Public Employment Relations Act, 423.15 ,sec,15(3)(f). Prior to subcontracting bargaining unit work, the Board will provide ninety (90) days notification and discuss the matter with the Association representatives.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance

with the Constitution and laws of the State of Michigan and the Constitution of laws of the United States. Nothing contained herein shall be considered to deny or restrict, the Board of its rights, responsibilities, and authority under the Michigan general school laws or any other national, state, county, district, or local laws or regulation as they pertain to education.

ARTICLE 8

Bargaining Unit Member Rights and Protections

8.1 Right to Organize

Pursuant, to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et seq; MSA 17,455(1) et seq., (PERA), (the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Union and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in in enjoyment of any rights conferred by PERA, or other laws of Michigan or the United States of America} that it will not discriminate against any bargaining member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union or collective negotiations with the Employer; his/her institution of any grievance, complaint, or proceeding under this Agreement, or applicable law or regulation, or otherwise with respect to any terms or conditions of employment.

8.2 Individual Rights

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

8.3 Personal Life

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

8.4 Non-discrimination

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

8.5 Discipline and Discharge

No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, and suspensions with or without pay, reductions in rank, compensation, or occupational advantage and discharges. Any such discipline shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than at the time discipline is imposed.

8.6 Written Discipline

Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting

has been held at which time the bargaining unit member had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Union any complaint not called to the attention of the bargaining unit member within a reasonable amount of time, but no more than twenty (20) days after the Employer has received the complaint, may not be used in any disciplinary action against the bargaining unit member.

8.7 **Response to Discipline**

Any bargaining unit members who wish to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the bargaining unit member's personnel file subject to the restrictions contained in the MCLA 423.505 (Section 5 of Bullard-Plawecki Employee Right to Know Act, MI PA 397 of 1978), together with a copy of the written disciplinary action issued by the administration and/or Board. A bargaining unit member who files an objection shall not be precluded from also seeking relief through the grievance procedure or other remedy.

8.8 **Representation**

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

8.9 **Discipline System**

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

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

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

8.10 **Personnel Files**

Subject to the provisions of MCL 423.503 (Section 3 of the Bullard-Plawecki Employee Right to Know Act, PA 397 of 1978) a bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment, and to have a representative of the Union accompany him/her in such review at reasonable intervals. Requests to review a file shall be made in advance, and an appointment will be made to conduct said review. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, subject to the restrictions contained in MCLA 423.505, (Section 5 of the Bullard-Plawecki Employee Rights to Know Act, Michigan Public Act 397 of 1978). The same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material. Such signature shall be understood to indicate awareness of the material but in no instances shall said signature be interpreted to mean agreement with the content of the material.

8.11 **Adverse Material**

8.12 **Assault**

Any case of assault by a student upon a custodian shall be reported by the custodian or the Association to the Superintendent within five (5) school days or the right to legal support by the Superintendent shall be waived. After review of the report and any independent investigation it may make, the Superintendent shall first determine whether the custodian has acted in good faith to carry out its policy and inform the custodian within five (5) school days of the reporting Date of the incident. If the Superintendent determines that the custodian has properly acted in good faith to carry out its policy, it shall provide an attorney at its own expense to discuss with the custodian his/her rights and obligations concerning the incident. This obligation shall not extend to trial preparation. The following letter of intent will serve to clarify the preceding sentence: While the Superintendent's obligation to the custodian shall not include the necessity of trial preparation, he may in his own discretion carry the expense of a trial thereafter. It is the policy of the Superintendent to support custodians in student discipline matters where the custodian uses reasonable judgment in handling behavior problems.

A custodian involved in an assault as specified in the above paragraph shall not be charged with time away from the job which arose as a result of the assault provided the Superintendent determines the custodian has properly acted within scope of its policy. In the event, that, the custodian physically assaulted a student or responded inappropriately to an assault, the matter shall be treated as a concern for social services since the district is a mandatory reporter for child incidents.

8.13 **Fair and Equitable Treatment**

As an equal opportunity employer, the Board will apply all rules, regulations and procedures equally.

8.14 **Sexual Harassment**

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

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

b, Definition: For the purposes of this Article, sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature as determined by a reasonable person of the victim's gender. Sexual harassment is established by a pattern of behavior as opposed to a single incident. A pattern is established after the aggrieved party requests that it stop and reports the incident to her/his supervisor. It refers to behavior which is not welcome, that is personally offensive, that fails to

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

c. Member Protection

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

d. Process

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

8.15 Accommodation

The Employer recognizes its responsibilities under state and federal law relative to disabilities and making reasonable accommodations.

ARTICLE 9

Grievance Procedure

9.1 **Definition**

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

9.2 **Hearing Levels**

- a. **Informal Level:** Upon discovery when bargaining unit members(s) or the Union believe(s) a grievable incident has occurred, the affected bargaining unit members or the Union shall request a meeting with the immediate supervisor in an effort to resolve the complaint. The request for such a meeting must be made in writing within ten (10) workdays of the date of the alleged incident. The Union shall be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the results(s) of the meeting, he/she may formalize the complaint.
- b. **Formal Level 1:** If a complaint is not resolved in a conference between the affected bargaining unit members and his/her immediate supervisor, the complaint may be formalized in writing within ten (10) working days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) working days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.
- c. **Formal Level 2:** If the Union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) working days of receipt of the disposition, the grievance shall be transmitted to the Superintendent. Within ten (10) working days after the grievance has been so submitted, the Superintendent shall meet with the Union on the grievance. The Superintendent shall, within five (5) working days after the conclusion of the meeting, render a written decision thereon with copies to the Union, grievant(s), and school board (for informational purposes only).

d. **Formal Level 3:** If the Union is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the period provided above, the Union may submit the grievance to mediation before a mediator provided by MERC. Notification of this action shall be made in writing within five (5) working days of receipt of the disposition.

e. **Formal Level 4:** If the Union is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the period provided above, the Union may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, (then the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

9.3 **Alternative Selection Process**

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

9.4 **Miscellaneous Conditions**

- a. The term "days" when used in this Article shall mean workdays. Time limits may be extended by mutual written agreement of the parties.
- b. Notwithstanding the explication of this Agreement, any claim or grievance arising (hereunder may be processed through the grievance procedure until resolution.
- c. Grievances tiled as Union grievances may, at the option of the Union, be initialed at Formal Level 2 of the grievance procedure.
- d. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated and reimbursed within the parameters of the judgment. If a grievance award should include back pay, said award shall not extend more than thirty (30) days prior to the date of the Level I informal meeting.
- e. For the purpose of assisting a bargaining unit member or the union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievance, the Employer shall permit a Union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.
- f. A bargaining unit member who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose.
- g. If the Union violates the time limits specified herein at any level, the grievance shall be considered dropped. If the employer violates the time limits specified herein, the grievance shall be considered granted.

ARTICLE 10
School Closure/Dismissal

10.1 School Closing

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

Custodial II Classification

- Custodial II classification will have the option of reporting or not reporting on an Act of God Day. The a.m. employee must call or notify the supervisor within two hours of notification of closure. The p.m. employee must call by 10:00 a.m. In cases of early dismissal, the two hour rule shall apply. Failure to call will result in the loss of a personal or vacation day.
- Work 13.3.b shall apply regardless of shift worked.

ARTICLE 11
Summer Job Work

The Dundee Board of Education shall make all attempts to give priority to any Custodial II employee that wishes to work during the summer. Hiring of summer employees shall be done on the basis of seniority.

ARTICLE 12
Negotiations Procedure

12.1 Unforeseen Matters

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

12.2 Contract Maintenance

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

12-3 Negotiations Release Time

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

12.4 Negotiations

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

12.5 Agreement

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

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

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

ARTICLE 13

Work Year, Work Week, Workday

13.1 Work year

The work year for all bargaining unit members shall be described below:

- a. Custodial II All Custodial II employees shall be classified as an employee who has a work year that is consistent with the student school calendar and shall be consistent with break periods, holidays and vacations as listed in this agreement.
- b. Bargaining unit members will be required to work for three (3) days of work prior to the first student day but excluding the Friday before Labor Day. Exceptions may be made with the notification to the supervisor by the last day of the previous school year

13.2 Workweek

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

13.3 **Workday**

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

Custodians:

- a. First shift -Eight and one-half (8.5) consecutive hours including one-half (1/2) hour unpaid lunch period.
- b. Second Shift – Eight (8) consecutive hours including one-half (1/2) hour paid lunch period.

13.4 **Duty-free Lunch**

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

13.5 **Emergency Call-In**

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

13.6 **In-Service**

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

13.7 **Breaks**

Each employee will be granted two (2) 15-minute paid break periods. Employees working overtime will be entitled to an additional 15-minute relief time for every two (2) hours worked.

13.8 **Overtime**

a. Overtime Schedule;

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

b. Overtime Pay:

Overtime shall normally be paid after the employee has completed forty (40) hours of regularly scheduled and worked time; an exclusion shall apply if the regular schedule of the week has been worked but the schedule was less due to a holiday or other scheduled closing. It is understood that the use of personal or sick time prior to Saturdays, Sunday, or holiday work will negate the time and a half or double time provisions. Overtime shall be compensated at the rate of time and one-half (1 1/2) of the regular hourly pay. All overtime on Sundays and holidays shall be compensated at two (2) times the employee's regular hourly pay for all hours worked, except as impacted by the "call in" provision of 13.5

- c. No employee shall be required to work in a facility alone where there have been multiple team events. Events scheduled shall be posted at least two weeks *in* advance; make-up dates would be the exception. Employees must sign-up at least four days after posting so that substitutes can be found as an alternative. (This "teaming" concept is not intended to apply to instances where emergency situations require special call-ins).

13.9 Substitutes

a. Substitutes

The Employer shall at its discretion provide substitutes as required by the absence of a regular bargaining unit member, based on substitute availability.

b. Substitute Rates

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

13.10 Cleanup

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

ARTICLE 14
Working Conditions

14.1 Unsafe Work

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

14.2 Supervision

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

14.3 Equipment

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

- a. Approved first aid kits and materials *in* all work areas, gloves, and appropriate training in the handling of blood, blood products and other bodily products.
- b. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hard-hats, and auditory protection devices
- c. Bargaining unit members will be reimbursed for the cost of licenses or the renewal of licenses required by the Board to perform his/her job or position. Reasonable time shall be extended if a new requirement is added.

14.4

Uniforms

For bargaining unit members expected by the Employer to wear uniforms, the style and color shall be selected by the management. The Employer shall provide the bargaining unit members, at no cost, at least three (3) uniforms per year. During years when expenditures exceed income, this may be reduced to two (2) but expanded on a case need basis.

ARTICLE 15

Conditions of Employment

15.1 Licensing/Training

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

15.2 Custodians

- a. Summer Employment.
 - 1. Custodians shall have the option to work (4) 10-hour days during the Summer period, if mutually agreed upon.
 - 2. All custodians shall work first-shift hours, regardless of their shift assignment during the school year.
 - 3. Custodians shall be assigned to their own facilities for summer cleaning whenever possible. When their assigned facility is cleaned, they may be assigned by their supervisor to assist other employees in finishing facilities other than their own.
- b. Materials and Supplies: Custodians shall be provided with necessary and appropriate supplies and equipment to perform their assigned work.
- c. Building Checks: Bargaining unit members shall be paid a minimum of two (2) hours overtime pay for building checks, provided that the member has worked the full schedule for that week,

15.3 Miscellaneous

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

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

ARTICLE 16

Seniority

16.1 Seniority Defined

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

16.2 Probation

Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The

probationary period shall be sixty (60) days worked. The probationary period shall be extended by one day for each day the worker is absent.

16.3 Classifications

For purposes of this Agreement, Bargaining unit members shall be placed in the following classifications:

- a. Custodial II

16.4 Seniority List

The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared within thirty (30) workdays after the effective date of this Agreement, Unresolved disputes regarding proper seniority placement shall be subject to the grievance procedure, with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union.

16.5 Seniority Lost

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

ARTICLE 17
Vacancies, Transfers, and
Promotions

17.1 Vacancy Defined

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

17.2 Vacancy Posting

All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) workdays. Internal and external postings may occur concurrently. However, preference shall be given to internal candidates where the internal candidate is qualified for the posted position.

17.3 Vacancy Notification

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

17.4 Award of Vacancies

Vacancies shall be filled with the most senior applicant from within the affected classification. Should no bargaining unit member from the affected classification apply, the vacancy shall then be filled by qualified applicants who meet the posting qualifications.

17.5 Selection

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

17.6 Trial Period

In the event of promotion in or transfer within the bargaining unit, the bargaining unit member shall be given a sixty (60) workday trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable

assistance to enable him/her to meet the Employer's standards of the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.

17.7 Transfer Eights

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

17.8 Involuntary Transfers

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

17.9 Temporary Assumption of Duties

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

ARTICLE 18

Reduction in Personnel, Layoff, and Recall

18.1 Layoff Defined

Layoff shall be defined as a reduction in the workforce including those beyond normal attrition. In cases of economic hardship, the Board shall enter into discussion with the Union concerning the matter and the impact of any such action.

18.2 Layoff Notice

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

18.3 Layoff Procedures

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

18.4 Substitute Priority

A laid-off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority over outside sources and be paid at the prevailing substitute rate.

18.5 Recall

Having served an acceptable probationary period in classification, laid-off bargaining unit members shall be recalled by classification to any assignment for which they are qualified in order of seniority, with the most senior being recalled first. Notices of recall shall be sent or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the bargaining

unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given ten (10) work days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Employer of his/her intent to return to work.

The employee shall have ten (10) work days from the date of notice, to return to work. This time limit may be lengthened or shortened with mutual consent of employer and employee. The employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the ten (10) days or the time agreed upon. Such notification shall be in person to the superintendent or by certified/registered mail.

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

Call back language will be held in abeyance for any bargaining unit member who is unavailable because of a Board approved leave of absence. The right of recall shall not extend beyond three (3) years.

18.6 Partial Layoffs

The Employer shall not reduce full-time positions to part-time positions. If a reduction in the workforce is necessary, the Employer shall reduce whole positions and shall not reduce hours among several positions. This section precludes the Board from creating multiple part-time positions in an effort to reduce the number of full-time positions with benefits.

ARTICLE 19

Externally Funded and Other Programs

19.1 State and Federal Programs

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

19.2 Seniority

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

19.3 Current Bargaining Unit Members

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

19.4 Student Workers

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

ARTICLE 20

Sick Leave

20.1 Sick Leave

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

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

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

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

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

20.2 Sick Day Usage

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

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

20.3 Immediate Family (defined in Article 21.4)

ARTICLE 21

Other Paid Leaves

21.1 Personal Business

At the beginning of every contract year, each bargaining unit member shall be credited with two (2) days to be used for the bargaining unit member's personal business. Personal business days may not be used to extend a legal holiday or vacation except with supervisor approval, and must be used prior to June 1st to avoid a clustering of leave at the end of the school year. A bargaining unit member planning to use a personal business day or days shall notify his/her supervisor at least two days in advance, except in cases of emergency. Subject to availability of substitutes, no more than two (2) employees may be out on personal days at a time.

21.2 Judicial Leave

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

employee. Employees must sign a payroll deduction for the per diem which shall be applied if the amount is not paid to the district with 60 days.

21.3 Armed Services

A non-paid military leave of absence shall be granted to any employee who shall be inducted or shall enlist in military duty in any branch of the armed forces of the United States or who shall be involved in active duty or summer camp activity for the National Guard of military reserve unit in accordance with the law.

21.4 Bereavement Leave

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

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

ARTICLE 22
Unpaid Leaves

22.1 Leaves of Absence

Leaves of absence without pay for up to one (1) year, with rights to apply for a second year, in duration may be granted to bargaining unit members upon written request. A request for a leave of absence shall include the reason for the leave, along with anticipated beginning and ending dates of the leave. During the leave, seniority shall continue to accumulate.

22.2 Return from leave

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

22.3 Extensions

An extension past the one (1) year may be granted by the employer, upon written request of the bargaining unit member. The request shall include the reason for the extension and the anticipated date of return.

22.4 Unpaid Leaves

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

a. **Military leave**

A military leave of absence shall be granted to an employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall be involved in active duty or summer camp activity for the National Guard or military reserve unit in accordance with the law.

b. **Medical Leave**

Unpaid leave for medical reasons shall be governed by the guidelines of the Family Medical Leave Act which designates a need to have been employed for 12 months or 1250 hours. Employees may request additional unpaid leave which shall be subject to written approval as reflected in Board minutes. Beginning and end times of this

additional leave shall be stipulated and it shall be the responsibility of the employee to provide notice of return (30) thirty days prior to the date of return. Failure to so provide or failure to return at the end of leave shall constitute a voluntary quit which shall be irrevocable and not subject to the grievance process. Return to work must be preceded with a doctor's statement certifying, without qualifications, the ability of the employee to perform her/his duties. See Addendum for a partial reference to what may be covered under FM LA.

22.5 Workers' Comp

Absence due to reason subject to Workman's Compensation rules may be charged as sick days if compensation is not awarded. If competition is awarded, the employee may opt to use accumulated sick days to round income up to 100% for up to one year provided that he/she has sufficient days. Days will be in full day increments for each day rounded. All returns shall be to full duty upon presentation of a doctor's medical release. Upon return from worker's compensation, the employee shall be guaranteed his/her former position or a comparable position, if the former position no longer exists,

ARTICLE 23 Holidays

23.1 Holidays

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

Thanksgiving (can turn in up to 2 sick days during the Thanksgiving break)
Christmas (can turn in up to 5 sick days during the Christmas break)
New Year' Day
Good Friday (can turn in up to 5 sick days during the Easter break)

All Custodial II's working during the summers shall have Independence Day as a paid holiday.

ARTICLE 24 Bargaining Unit Member Evaluations

24.1 Monitoring

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

24.2 Observation

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

24.3 Written Evaluations

All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response (subject to the restrictions contained in MCLA 423.505, Section 5 of the Bullard-Plawewski Employee Right to Know Act, PA 397 of 1978) which shall be attached to the file copy of the evaluation in question.

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

24.4 Evaluation Conferences

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

24.5 Conclusion

Each bargaining unit member's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the work performance of this bargaining unit member is:

- 1. Satisfactory
 - 2. Unsatisfactory
- One must be checked.

ARTICLE 25
Job Description

Job descriptions may be reasonably revised; employees shall be given time and assistance to make the adjustments, if necessary. Such job descriptions shall be developed by the Employer. The job descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members hired by the Employer, "The job descriptions will include at a minimum:

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

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

25.1 Termination

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

ARTICLE 26
Long Term Disability Insurance

26.1 Long Term Disability

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

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

Schedule A

Salary

	0%	wage opener	wage opener
<u>Custodial II</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
	\$13.89		

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

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

Addendum

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

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

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

Appendix A-1

FRINGE BENEFITS

The Board of Education agrees to provide Health and Medical Benefits under the Dundee Community School District Health Plan for all employees under this agreement upon completion of all required forms. The coverages listed below are all subject to the terms and conditions of the Dundee Community School District Health Plan as indicated in the Plan Summary booklets available to each employee. A benefit summary describing the Dundee Community School District Health Plan is enclosed. This benefit summary is not intended to be a detailed description of the benefits. The detailed benefit description will be provided in the Summary Plan Descriptions, which are available through Blue Cross Blue Shield of Michigan (MESSA Choices II).

It is expressly understood that the determination of the carrier and / or funding arrangements for all benefits is the exclusive right of the Board of Education.

1. Dundee Community School District Health Plan (for employees selecting medical)

- a. Medical – Benefits will be pursuant to the Summary Plan Descriptions as described in the benefit summary.
- b. Group Term Life Insurance - \$20,000 Term Life.
- c. Dental Benefit – Benefits will be pursuant to the Summary Plan Description.
- d. Vision Benefit – Benefits will be pursuant to the Summary Plan Description.

2. Dundee Community School District Health Plan (for employees not selecting medical)

- a. Term Life Insurance - \$60,000 Term Life
- b. Dental Benefit – Benefits will be pursuant to the Summary Plan Description.
- c. Vision Benefit – Benefits will be pursuant to the Summary Plan Description.
- d. Annuity in Lieu of Health Benefits – A 403(b) annuity in the amount of \$300.00 per month.

3. There shall be no insurance of double coverage for DCM members under the Dundee Community School District Health Plan.

GRIEVANCE REPORT FORM (b)

Grievance # _____ Community Schools

Distribution of Form

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

Submit to Supervisor in Duplicate

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP 1

A. Date Cause of Grievance Occurred: _____

B. Article/Section/Policy Violated: _____

C. Statement of Grievance (Use an extra sheet if needed):

D. Relief Sought: _____

Signature

Date

E. Disposition of Supervisor: _____

Signature of Supervisor

Date

Grievance Report Form Continued (b):

F. Disposition of Grievant and/or Union _____

Signature

Date

STEP 2

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature of Superintendent

Date

C. Position of Grievant and/or Union: _____

Signature of Grievant/Union

Date

STEP 3

A. Date Submitted for Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Signature of Arbitrator

Date

Dundee Community Schools

Maury Geiger, Interim Superintendent

420 Ypsilanti Street, Dundee, MI 48131
Office: 734-529-2350 Ext. 2223 Fax: 734-529-5606

TO: Tim Cady
FROM: Maury
DATE: November 3, 2010
RE: DESPA & DCM Proposed contract language - DRAFT
CC: Karen Stull, Teresa Marino, Scott Gizzi

Proposed DCM contract language on the \$500/\$1,000 reimbursable deductible for health costs:

In extenuating circumstances, the Board or designee would authorize the release of funds up to the reimbursable deductible amount to be used by the employee to pay for medical costs.

- Proof of medical need must be documented prior to procedure, and medical receipts will be needed to verify actual medical costs.
- Deductible costs paid by the employer will be reimbursed by the employee if the amount granted is more than the actual cost of the medical procedure.

Proposed DESPA contract language on the hiring of classification 3 positions prior to and after December 15th, 2009.

Article 1 – Miscellaneous – Para-Professionals – Section L

All DESPA members hired into the district will be required to meet the qualifications outlined in the job posting, as set by the district. For the DESPA members who seek classification 3 positions (except Title 1), consideration will be given to experience, certifications, and degrees earned. Title 1 para-educators will continue to meet the NCLB requirements of holding an Associate's Degree or higher.

Letter of Understanding

The Board of Education of the Dundee Community Schools (The District) and the Dundee Custodial Maintenance Association (The Association) have negotiated and wish to enter into this memorandum of understanding.

Dan Straub's work hours will be 11:00 p.m. – 7:00 a.m., Sunday night through Friday morning. This is an unprecedented agreement under circumstances where the district is being compassionate to the needs of an employee and his family.

The Association

By:

Sherry D. Rumber

Its: President

Date:

10/02/09

The District

By:

Bruce Nelson

Its: Superintendent

Date:


10/01/09


ARTICLE 27
Duration of Agreement

This agreement shall be effective as of December 12th, 2011, and shall be in effect until the 30th of June, 2014.


In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this
12th day of December, 2011.


Union

By: 
President

By: 
Secretary

Employer

By: 
Board President

By: 
Board Secretary


Superintendent