

AGREEMENT BETWEEN THE

LAPEER COMMUNITY SCHOOLS'  
BOARD OF EDUCATION

AND THE

LAPEER COMMUNITY SCHOOLS'  
CUSTODIAL EMPLOYEES UNIT  
OF LOCAL 1421, COUNCIL 25  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES

1993-1998

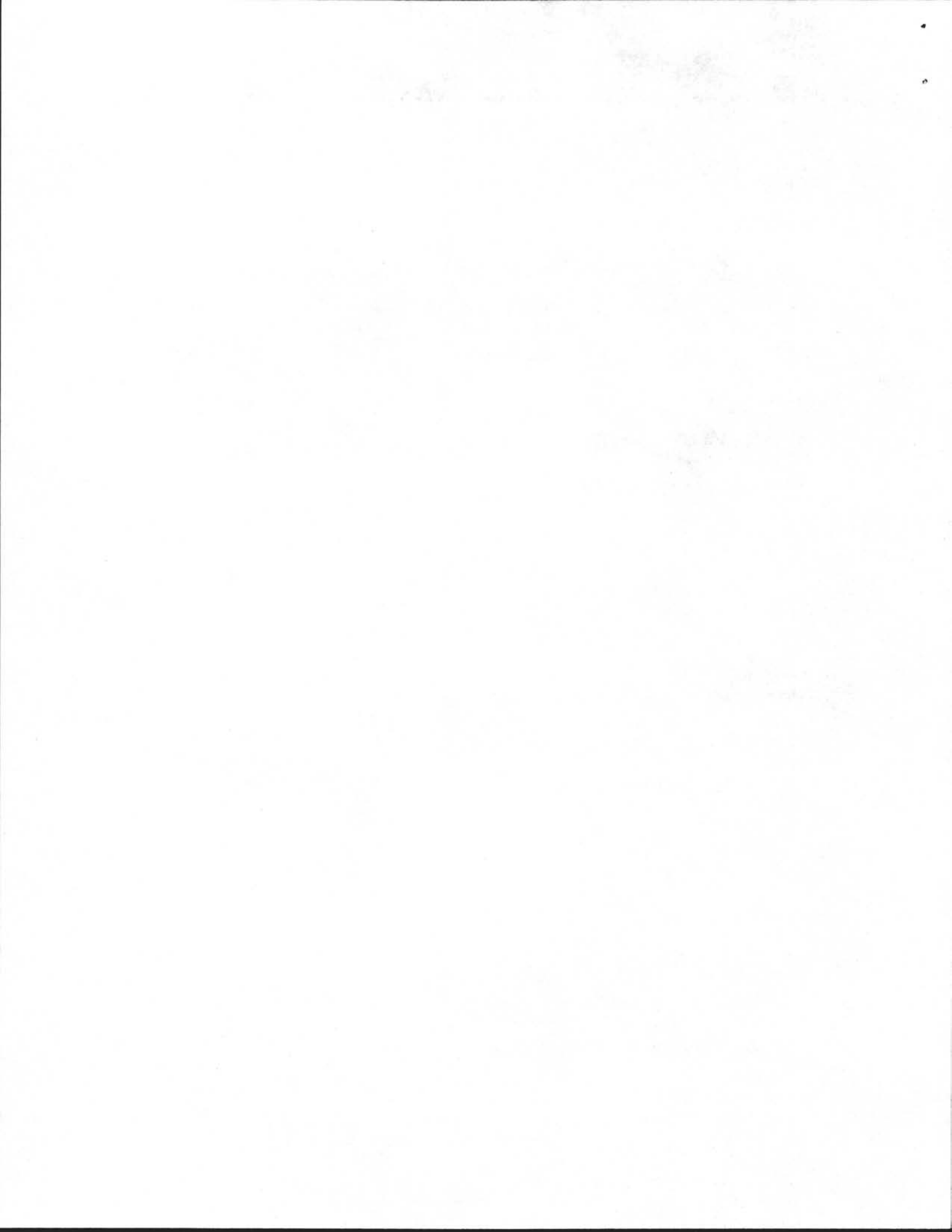
(1993-96 AGREEMENT EXTENDED MAY 18, 1995)

*Lapeer Community Schools*

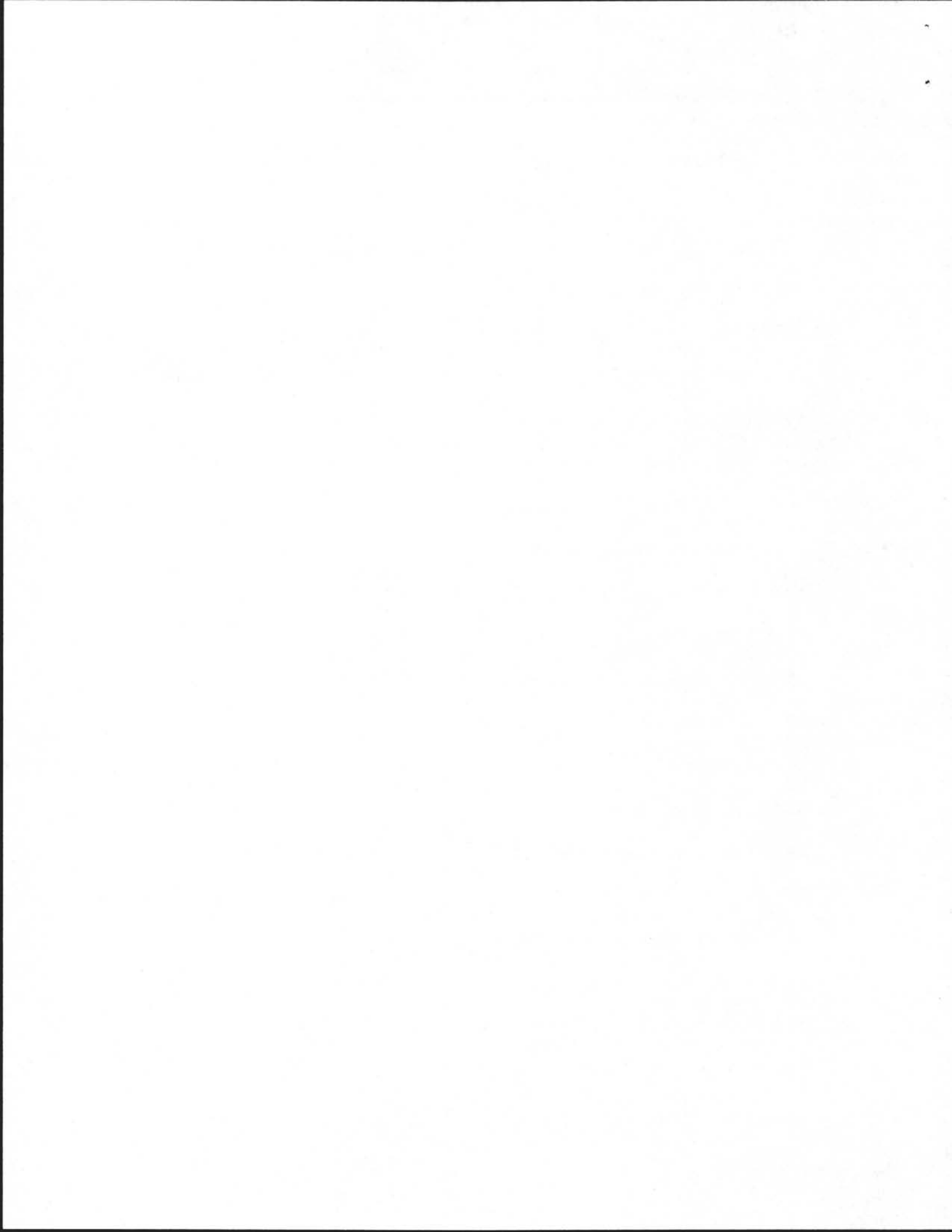


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## AGREEMENT

This agreement entered into on this 7th day of October, 1993, between the Lapeer Community Schools' Custodial Employees, the Lapeer Board of Education (hereinafter referred to as the "Employer"), and the Unit of Local 1421, affiliated with the international union of the American Federation of State, County, and Municipal Employees, and Council 25 AFL-CIO (hereinafter referred to as the "Union").

**PURPOSE AND INTENT:** A sound educational program as affects the best interest of the children of the community is the primary objective. The Employer and Union mutually agree to provide the best possible education for the children of the school district. To this end the Employer and the Union dedicate their efforts.

The purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer and employees. The Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### **ARTICLE I** **RECOGNITION - EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all custodians and groundskeepers, and maintenance staff, employed by the Lapeer Community School District, but excluding all students, temporary employees, substitutes, supervisors, and all other employees.

### **ARTICLE II** **AID TO OTHER UNIONS**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

### **ARTICLE III** **UNION SECURITY - REQUIREMENT OF UNION MEMBERSHIP**

- A. Employees covered by this agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

- B. Employees covered by this agreement who are not members of the Union at the time it becomes effective, and who choose not to become members of the Union, shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this request shall be discharged by the employer within thirty (30) days after receipt of written notice to the Employer from the Union.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.
- D. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.
- E. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

**ARTICLE IV**  
**UNION DUES AND INITIATION FEES**

- A. Upon the hiring of new employees into the unit, the employer shall inform the employee of the Union's security provision in the contract and provide a dues deduction card to the employee. The employer shall also provide the new employee with a copy of the contract.
- B. During the life of this Agreement, and in accordance with the terms of the Form of Authorization Check-Off of Dues, and to the extent the law of the State of Michigan permits, the Employer agrees to deduct union membership dues from the pay of each employee for whom it has on file an unrevoked authorization of Check-Off of Dues form.
- C. Deductions shall be made only in accordance with the provisions of said authorization for check-off dues, together with the provisions of the Agreement. The Employer shall have no responsibility for collection of any other assessments or deductions not in accordance with this provision. Nothing herein shall be construed as preventing direct payment of union dues and initiation fees to the Union by an employee.
- D. **Delivery of executed authorization of Check-Off Form.** A properly executed copy of such authorization for check-off of dues form for each union employee for whom membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under authorization for check-off dues forms which have been properly executed and are in effect. Any authorization for check-off of dues form which is incomplete, or in error, will be returned to the local union financial secretary by the Employer.

- E. **When deductions begin.** Check-off deductions under any properly executed Authorization for Check-Off Dues Form shall become effective at the time the application is signed by the employee, and shall be deducted from the first pay of the month and each month thereafter.
- F. **Remittance of Dues to Financial Officer.** Deductions for any calendar month shall be remitted to the designated financial officer of the local union with a list of whom dues have been deducted ten (10) working days after the deduction is made.
- G. **Termination of Check-Off.** An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place. Any employee may voluntarily cancel or revoke the authorization for check-off of deductions upon thirty (30) days prior written notice to the Employer and the Union.
- H. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representatives of the employer and the representatives of the local union, and if not resolved, may be referred to Step 3 of the grievance procedure.
- I. **Limit of Employer's Liability.** The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of actions taken or not taken by the employee for the purpose of complying with Article IV of this Agreement.

**ARTICLE V**  
**STEWARDS AND ALTERNATE STEWARDS**

One steward, first shift; one steward, second shift. Additional stewards from the date of this contract will be based on a ratio of one per twenty (20) additional custodians. The stewards, during their working hours, without loss of regular pay, may investigate and present grievances to the Employer, provided this does not drastically interrupt the normal operation of the school. Only such time as necessary shall be used by the steward in performing the above functions, and this provision is not to be abused by the stewards.

**ARTICLE VI**  
**SPECIAL CONFERENCES**

Special conferences for important matters will be arranged at mutually agreed time between the unit president and the Employer, or its designated representative, upon the request of either party. Such meeting shall be between at least two (2) representatives of the Union and at least two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at

the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union will meet, with no loss of regular pay for the time spent in such special conferences. This meeting may be attended by a representative of the Council, and/or a representative of the International Union. The Union representative may meet on the Employer's property for at least one-half hour prior to the special conference.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

- A. A grievance is a complaint by an employee of the bargaining unit concerning any alleged violation of this Agreement.
- B. All grievances shall be handled by the following procedure:

**Step 1.** The employee shall first discuss the grievance with his supervisor within ten (10) days of knowledge of the occurrence of the facts on which the grievance is based in an attempt to resolve the grievance informally. An employee not satisfied with the supervisor's reply make take his grievance to the Union for consultation. Should the grievance be settled at this time, the Union will be notified of the settlement. The steward may attend if the employee requests. There shall be no more than a twelve (12) month limit from the occurrence of the grievance to the discovery thereof.

**Step 2.** If the grievance is to be processed further, within five (5) working days of the supervisor's reply, the employee and his steward shall then reduce the grievance to writing, signed by the employee and present the grievance to the supervisor. The employee and his steward shall then meet with the supervisor at a time designated by the supervisor within two (2) working days in a further effort to resolve the grievance. Within five (5) working days thereafter the supervisor shall communicate his decision, in writing, to the employee lodging the grievance, and to the Union. In the event the supervisor is absent, the grievance may be brought directly to the superintendent or his designee.

**Step 3.** Within five (5) working days after the delivery of the supervisor's decision, the grievance may be appealed to the superintendent or his designee by the aggrieved employee, or by the Union. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based, and shall be accompanied by a copy of the decision at Step 2. Within ten (10) working days after delivery of the appeal, the superintendent or his designee shall investigate the grievance and shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee, the Union, and to the supervisor. As part of his investigation the superintendent or his designee shall give the person or persons who presented the grievance at Step 2. an opportunity to be heard in the presence of a Union representative. The aggrieved employee and/or the Union shall present to the superintendent or his designee all evidence and arguments related to the grievance that they have knowledge of at the time of the appeal.



**Step 4.** If the grievance has not been settled, either party may, within fifteen (15) days after the reply of the superintendent, by written notice to the other, request arbitration.

Arbitration under Step 4. of the Grievance Procedure shall be conducted as follows:

1. The arbitrator shall be selected, if possible, by mutual agreement of the Union and the Employer within seven (7) days after the request for arbitration has been given. If the parties cannot agree upon an arbitrator, the party requesting arbitration shall contact the American Arbitration Association and selection of the arbitrator shall be in accord with its established procedures.
2. The case on arbitration shall be presented by not more than two (2) representatives for the Union and two (2) representatives for the Employer.
3. The arbitrator shall be requested to issue his written decision within thirty (30) days after the conclusion of testimony and argument.
4. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Union and the Employer. However, each party shall be responsible for compensating its own representatives and witnesses and preparing its own case. If either party desires a verbatim record of the proceedings, it may cause such a record to be made at its own expense, provided it makes a copy thereof available without charge to the other party and to the arbitrator.

Any grievance settled at any step of the Grievance Procedure including any decision or award on arbitration, shall be deemed final and binding on the Union, the Employer, and the Employee(s) involved.

- C. If, in the judgment of the Union, a grievance effects a group or class of employees, the Union may submit such grievance in writing to the superintendent or his designee, and the processing of such grievance shall commence at Step 3. The grievance must be presented within fifteen (15) days of the occurrence of the facts on which the grievance is based.
- D. Failure at any step of the grievance procedure to communicate the final decision on a grievance within the specified time limits shall not permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given, provided, however, that if the decision is not made and communicated to the employee and the Union within the time limits in Step 3 of the grievance procedure, the grievance will be decided in favor of the employee and the Union; for this purpose, any notice postmarked within the time limits and mailed by certified mail to the employee and the Union at its last known address, shall be within the time limits. Further, in connection with a Union grievance, no employee need be notified.
- E. Any individual employee may present a grievance and have the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this

Agreement; providing the Union has been given an opportunity to be present at such adjustment at all steps after Step 1.

### **ARTICLE VIII BACK PAY CLAIMS**

The employer will reimburse any employee for earnings lost through the Employer's violation of this agreement, provided the employee makes timely use of the grievance procedure. No claim shall exceed the amount of wages the employee would have earned at his regular rate; nor result in an increase in the employee's remuneration from all sources including unemployment compensation benefits and remuneration from other employment pursued in place of his employment with the Board of Education, minus expenses in connection with such employment. Reimbursement for earnings lost shall be limited to a twelve (12) month period.

### **ARTICLE IX DISCHARGE, SUSPENSION OR DEMOTION**

- A. Where an employee is discharged, suspended or demoted to a lower paying classification, the employee and the steward shall be promptly notified thereof, in writing, by the Employer.
- B. In cases involving discharge or suspension, employees will be allowed to discuss their discharge or suspension with the steward. The Employer will designate an area where the employee and the steward may meet to discuss the discharge or suspension. Upon request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the steward.
- C. If the employee and/or the Union wish to file a grievance in connection with such discharge, suspension or demotion to a lower paid classification, they may use the grievance procedure set forth in Article 7 hereof, with the following exceptions:
  - 1. The grievance shall be submitted in writing to the superintendent or his/her designee, directly, and the procedure of such grievance shall be commenced at Step 3.
  - 2. The grievance must be presented within fifteen (15) days of the date on which the employee was discharged, suspended or demoted to a lower paid classification, or fifteen (15) days after notice has been given to the Union, whichever date is later.
- D. **Warnings or reprimands.** All warnings, reprimands and statements placed in an employee's work record shall also have copies forwarded to the Human Resources Office, employee and the Union. The employee shall be required to sign the notice which will verify that he/she has received such notice, but in no way shall be construed by anyone that he/she is agreeing with the notice.

- E. **Use of Past Record.** In imposing any discharge or suspension on a current charge, the Employer will not take into account any prior infraction which occurred more than two (2) years previously (except in cases of moral turpitude or alcoholism), nor impose discipline on any employee for falsification of his/her employment application after a period of four (4) years from his/her date of hire.

**ARTICLE X**  
**SENIORITY - PROBATIONARY EMPLOYEES**

- A. New employees hired into the unit shall be considered as probationary employees for the first ninety (90) work days of their employment. The ninety (90) work days probationary period shall be accumulated within not more than one hundred twenty (120) calendar days, provided thirty (30) of the work days are during the regular school term. When an employee finishes the probationary period by accumulating ninety (90) work days of employment within not more than one hundred twenty (120) calendar days, he shall be entered on the seniority list of the unit and shall rank for seniority from the original date of hire. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of this Agreement. The employer shall have the right to discharge or discipline probationary employees.
- C. Seniority shall be on an employee-wide basis, in accordance with the employee's last date of hire.
- D. Employees hired as part-time who work four (4) hours or less per day shall be credited with one-half (1/2) seniority credit.
- E. The above seniority provision (Paragraph D) will become effective for all employees July 1, 1988.
- F. Fringe benefits will begin on the thirty first (31) work day for new hires.

**ARTICLE XI**  
**SENIORITY LISTS**

- A. Seniority shall not be affected by the race, sex, marital status, religion, handicap, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show names and job titles of all employees of the unit entitled to seniority.

- C. The Employer will keep the seniority list up to date at all times and will provide the unit secretary with any changes at least yearly or upon request. A complete seniority list shall be provided to the unit once each year, in September.
- D. Employees who leave the bargaining unit for a supervisory position in the district shall have seniority frozen. Should they return to the unit, their seniority will be applied provided there has been no break in service to the district.

**ARTICLE XII**  
**LOSS OF SENIORITY**

An employee shall lose his seniority for the following reasons only:

- A. He/she quits.
- B. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He/she is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated.
- D. He/she does not return to work when recalled from lay off as set forth in the recall procedure.
- E. Return from sick leave and leaves of absence will be treated the same as C. above.
- F. He/she gives false reason for leave of absences or engages in other employment during such leaves.
- G. He/she retires
- H. He/she is laid off for a period of two (2) years.

**ARTICLE XIII**  
**SENIORITY OF OFFICERS AND STEWARDS**

Notwithstanding their position on the seniority list, the unit chairman, the unit secretary and stewards shall in the event of a lay off of any type be continued at work as long as there is a job in the district which they can perform and shall be recalled to work, in the event of a layoff, to the first open job in the district which they can perform.



**ARTICLE XIV**  
**SUPPLEMENTAL AGREEMENTS**

All supplemental agreements shall be subject to approval of Employer and the Union as it pertains to this Agreement.

**ARTICLE XV**  
**REDUCTION IN WORKFORCE**

- A. The word "layoff" means a reduction in the working force.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary and temporary employees will be laid off first. Seniority employees will be laid off according to seniority as defined in Section 10.
- C. Employees to be laid off for an indefinite period of time will have at least fifteen (15) working days notice of layoff. The unit secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- D. In the event of building closing or job elimination, which may or may not reduce the workforce, the following procedure will apply for each affected employee.
  - 1. Employees affected will be moved laterally in positions of the same rate of pay to the lowest senior position within the rate of pay working the same shift.
  - 2. If the affected employee is the lowest senior employee on that shift within the rate of pay, he or she will move to the least senior position in a lower priority shift within the classification/pay grouping or the employee may move downward to the position of the least senior person working the same shift in the next classification/pay grouping.
  - 3. If there is no less senior person working the same shift in the lower classification/pay grouping, the employee will move to the least senior position in a lower priority shift within the classification or the employee may move downward to the position of the least senior person working the same shift in the next classification/pay grouping (if there is a lower grouping).

An employee who is bumped into a lower classification/pay grouping as the result of the above procedure shall not be reduced in compensation. Such an employee shall have the first right to any available position in the higher classification/pay grouping from which he/she was bumped; if the employee refuses this available position, his/her pay will immediately change to that of the lower classification/pay grouping.

Shift priority is defined as follows:

1st priority - 1st shift; 2nd priority - 2nd shift; 3rd priority - 3rd shift.

An employee may not move to a higher shift priority unless the employee is replacing the least senior employee in the unit.

If an employee decides that the position available to him or her through the bumping process outlined above is not desirable, he/she may choose to fill the position of the least senior bargaining unit member. An employee choosing to fill the position of the least senior bargaining unit member shall be paid at the rate of the position filled.

In the event that an eliminated position is reinstated, the affected employee(s) will be returned to the previous position(s) to the greatest extent possible, respecting seniority unless an employee has posted for a different position subsequent to being displaced.

#### **ARTICLE XVI** **RECALL PROCEDURE**

When the working force is increased after a layoff, employees will be recalled in a reverse order of layoff. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of receipt of notice of recall he shall be considered a quit.

#### **ARTICLE XVII** **TRANSFERS**

- A. Transfer of employees: If an employee is transferred to a position under the employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.
- B. If and when operations or division or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days employees affected will be given the opportunity to transfer on the basis of seniority, desire, classification, and qualifications. Location exchange will be considered in such cases. The Employer has the final determination of the transfers, using the above factors.
- C. In the event of a vacancy within any classification, or any newly created position within the bargaining unit, that vacancy will be posted in each school for a period of five (5) working days. Employees should advise in writing, the Director of Facilities and Support Services during said five (5) working days of the employee's desire to fill said vacancy. Employees who apply shall be given an opportunity to transfer on the basis of seniority and to have a trial period of fifteen (15) work days in which school is in session based on the employee's last date of hire. The applicant awarded the transfer shall be placed no later than five (5) working days, if at all possible, after the posting period closes. This section does not include permanent promotions.

- D. Employees required to work in a higher classification shall be paid the rate of the higher classification.
- E. Employees will be allowed a maximum of two (2) trial periods of fifteen (15) work days each per employee during a twelve (12) month period of time, in which they may return to the same position.
- F. Upon transfer to a new position of more responsibility in a different building, the employee being transferred shall have the opportunity, as determined by the Director of Facilities and Support Services, to work with the person who most recently held that position.

**ARTICLE XVIII  
PROMOTIONS**

- A. Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of five (5) working days, setting forth the minimum requirements for the position in a conspicuous place in the building. Employees interested shall apply, in writing, within the five (5) working day posting period. The senior employee applying in writing for the promotion and who meets the minimum requirements may be granted a twenty (20) school calendar working day trial period to determine:
  - 1. His/her ability to remain on the job.
  - 2. His/her ability to perform the job.

The applicant awarded the position shall be placed no later than ten (10) working days, if at all possible, after the posting period closes. If the transfer has not been made in the period of ten (10) working days, the employee will be paid the rate of the position he or she was awarded. In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure.
- B. During the twenty (20) school calendar work day trial period, the employee shall have the opportunity to revert back to his/her former classification. In addition, the Employer shall also have the right to revert the employee back to his/her former classification if, in the opinion of the Employer, the employee's work is unsatisfactory. In such cases notice and reasons shall be submitted to the employee, in writing, by the Employer with a copy to the Union.
- C. During the trial period, employees shall receive the rate of the job they are performing.

**ARTICLE XIX**  
**VETERANS**

- A. Reinstatement of seniority employees: Any employee who enters into active service in the armed forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge.
- B. A probationary employee who enters the armed forces and meets the foregoing requirements, must complete his/her probationary period and upon completing it, will have seniority equal to the time he/she spent in the armed forces, plus sixty (60) days.

**ARTICLE XX**  
**VETERANS LAW**

Except as hereinbefore provided the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

**ARTICLE XXI**  
**EDUCATION LEAVE OF ABSENCE FOR VETERANS**

- A. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.
- B. Employees who are in some branch of the Armed Forces Reserve of the National Guard will be paid the difference between their reserve pay and their regular pay with the district when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year will be the limit of this provision.

**ARTICLE XXII**  
**LEAVE OF ABSENCE**

- A. Leaves of absence for reasonable periods not to exceed one (1) year will be granted without loss of seniority for:
  - 1. Serving in any elected position (public or union).

2. Parental Leave
3. Medical Leave
4. Prolonged illness in immediate family.
5. Education Leave: During the period of such leave the employee shall, upon request of the employer, submit verification of continuing fulfillment of the purpose of the leave.

Such leave may be extended for like cause.

- B. Members of the Union elected to attend a function of the international union such as conventions or educational conventions or educational conferences shall be allowed time off without pay to attend such conferences and/or conventions.

C. **Return to Position/Seniority**

1. For approved paid and unpaid leaves that are for periods of no more than one (1) year, the employee will be returned from leave to the specific assignment, if it exists, from which leave was taken. If the specific assignment does not exist, return will be pursuant to the process specified for "bumping" in the event of building closing or job elimination. Seniority will accrue for up to one (1) year while an employee is on leave.
2. For leaves that are approved by the employer to extend beyond one (1) year, the employee will be returned to the first available and vacant position. Seniority will be frozen at the time in which any leave extends beyond one (1) year.

D. **Workers Compensation Leave**

Employees who are on leave covered by workers compensation shall accrue seniority for the duration of said leave. The employee shall be returned to the specific assignment, if it exists, from which leave was taken if the leave is for a period of no more than one (1) year. For workers compensation leaves in excess of one (1) year, the employee will be returned from leave pursuant to the process specified for "bumping" in the event of layoff or building closing.

**ARTICLE XXIII**  
**SICK LEAVE**

All members covered by this Agreement will accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year. Employees shall work eighteen (18) days in any month to qualify for sick leave. An employee while on paid sick leave, or on the payroll for pay purposes will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and those days will be construed as days worked. Sick leave provisions will be allowed in the event of illness of the employee's spouse or children. Employees shall not



accumulate more than ninety (90) days of sick leave. Employees who had accumulated more than ninety (90) days prior to July 1, 1978, shall be allowed to retain those days.

Employees who have accumulated ninety (90) days of sick leave shall continue to be granted an additional sick leave day for each month worked. When such employee has accumulated ten (10) of these additional days beyond ninety (90) he/she will have the following options:

- a) increase the accumulated sick leave total to one hundred (100) days (this process can continue until an employee has accumulated a total of 180 days), or
- b) exchange the ten (10) days for two (2) additional vacation days which may be used in the summer down time only. Each time an employee accumulates the ten (10) days over the maximum of ninety (90) days he/she shall be allowed the two (2) additional vacation days to be used during the next twelve months.

Employee with perfect attendance (no sick time) during the fiscal year shall receive one day off with pay to be taken during the summer down time.

Employees shall be allowed to use sick time in increments of two (2) hours.

#### **ARTICLE XXIV** **BEREAVEMENT LEAVE**

When applicable, each employee shall be entitled to bereavement leave without loss of pay in accordance with the following schedule. These days are not to be deducted from sick leave.

1. Four (4) days for death in the immediate family. Immediate family to include spouse, child or parent of employee.
2. Three (3) days for death in the family to include grandparents, grandchildren, brother, sister or in-laws of like relationship in this category and above.
3. One (1) working day a year for the death of a friend or relative not elsewhere defined in this agreement. Such day is deductible from sick leave. Additional days requested may be deducted from personal business days.

If additional time is needed for a death other than the above, approval must be obtained from the Superintendent of Schools or his/her designee and any additional time will be deducted from accumulated sick leave.

**ARTICLE XXV  
PERSONAL LEAVE DAYS**

**A. PERSONAL LEAVE DAYS**

1. Personal Business Leave Days may be granted to a maximum of two (2) days per year and to accumulate to four (4) days to attend to business affairs that cannot be performed outside the regular school day. Unused Personal Business Leave Days will be transferred to Sick Leave. Personal Business Days for part-time employees shall be prorated.
2. A request for a Personal Leave Day must be made in writing to the employee's immediate supervisor at least three (3) days in advance, unless the nature of the emergency precludes such notification. Personal Business Days shall not be granted for the day before or after a holiday or to extend a vacation, unless approved by the Superintendent or his designee.
3. An employee will not be required to further explain and shall be granted personal business leave for marriage, legal business, moving, financial business or registration at a university. These examples shall not be all inclusive.
4. All other requests for personal business leave must be specifically approved by the Superintendent or his/her designee.
5. Typical of these obligations, although not all inclusive, are court appearances, scheduled medical examinations, religious holidays, college graduation exercises, real estate transactions, honors convocations honoring the employee or members of his/her immediate family. The provision for paid personal leave is not to be used for the pursuit of sporting or recreational interests, hobbies, associations, shopping or other gainful employment.

**B. EMERGENCY LEAVE**

One emergency day per year will be granted and allowed to be used in one-quarter (1/4) day increments.

**ARTICLE XXVI  
WORKING HOURS, SHIFT PREMIUM AND PREMIUM PAY AND HOURS**

- A. Employees who work on the second and third shift shall receive, in addition to their regular pay for the pay period, ten (10) cents per hour additional compensation for second shift and fifteen (15) cents per hour additional compensation for third shift. Any second or third shift employee called in to work on the day shift shall continue to receive his/her shift premium. This provision, however, would not include the summer period when school is not in session for the summer, or at Christmas and spring recess times.

- B. The first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m., but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m. A shift shall be considered a regular shift if it is a duration of at least seven (7) calendar days, except for days when school is not in session and the summer work schedule when any or all of the first and second shift workers can be formed into a combined work crew.
- C. The regular full work day shall consist of eight (8) hours per day excluding a thirty (30) minute lunch period which shall not be counted as hours worked in computing overtime.

When an employee's immediate supervisor requires an employee to work during his/her 30 minute lunch time and the employee as a result does not receive a 30 minute, duty-free lunch period the employee's shift will end 30 minutes earlier. Should it be necessary to keep the employee at work until the normal ending time, the last 30 minutes shall be considered overtime for pay purposes. These provisions do not include reasonable changes in the lunch time schedule to accommodate special programs which may be occurring during the lunch time. The immediate supervisor may schedule regular lunch periods at a time least likely to involve duties arising during the lunch time.

- D. The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, exclusive of third shift, which can be from Monday p.m. until Saturday a.m.
- E. Employees who work six (6) hours may take two (2) breaks of not to exceed fifteen (15) minutes per break; one during the first half and one during the second half of their regular shift. The same application of work breaks shall apply for overtime. Employees working less than six (6) hours shall be entitled to one fifteen (15) minute working break.
- F. An employee called in to work outside regular shift shall be guaranteed at least two (2) hours pay at the rate of time and one-half, excluding regular scheduled security checks which are paid at the rate of time and one-half for actual hours worked (minimum of one hour).
- G. Double time will be paid for all hours worked on holidays that are defined in this agreement, excluding regular scheduled security checks, which are paid at the rate of time and one-half for actual hours worked (minimum one hour), in addition to holiday pay.
- H. Time and one-half will be paid for all hours outside of the regular work day (eight (8) hours per day) and the work week (five (5) consecutive eight (8) hour days). Time paid during the work day and work week constitutes time worked.
- I. On scheduled pay days the paychecks for second shift employees will be available in the building to which they are assigned at 1:00 p.m. or as soon as district mail delivery provides it to the building if the mail arrives after 1:00 p.m.



**ARTICLE XXVII  
HOLIDAY PROVISIONS**

- A. The paid holidays are designated as New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Friday following Thanksgiving Day, the day before Christmas, Christmas Day and the day before New Year's Day respectively. Employees will be paid their current rate based on an eight (8) hour day for said holidays.
- B. Should a holiday fall on Saturday or Sunday, the Friday before or Monday after shall be considered as the holidays, whichever is more applicable to the Employer.
- C. During student vacation periods, should the Central Office be closed for holiday in addition to those provided in this contract, the custodial, maintenance employees shall be granted such holiday. At least one (1) additional day beyond those specifically listed in the contract shall be granted as a holiday each year.

**ARTICLE XXVIII  
VACATION ELIGIBILITY**

A twelve month employee will earn credits towards vacation with pay in accordance with the following schedule in accordance with date of hire. Vacation time is determined as of June 30 each year and is available to be used the following July 1 - June 30.

<u>Service Time</u>	<u>Vacation Days</u>
a. less than one year	number of days from proration scale
b. one year or more but less than five years	10 days
c. five years or more but less than six years	10 days plus number of days for months over five years from proration scale
d. six years or more but less than eleven years	15 days
e. eleven years or more but less than twelve years	15 days plus number of days for months over eleven years from proration scale
f. twelve years but less than fourteen and one-half years	20 days
g. fourteen and one-half years but less than fifteen years	21 days
h. fifteen years or more	22 days

**Proration Scale**

Five Day Proration Scale

<b><u>Month of Hire</u></b>	<b><u>Days Earned</u></b>	<b><u>Month of Hire</u></b>	<b><u>Days Earned</u></b>
June	0	December	2 1/2
May	1/2	November	3
April	1	October	3 1/2
March	1 1/2	September	4
February	2	August	4 1/2
January	2 1/2	July	4 1/2

**ARTICLE XXIX**  
**VACATION PERIOD**

- A. Vacations will be granted during the year as are suitable, considering both the wishes of the employees and efficiency of operation of the department concerned. Vacation time must be scheduled at least four (4) weeks prior to scheduled vacation if at all possible. The employee with the longest seniority will be given first consideration. During spring and Christmas "down time" not more than three (3) employees from the positions of Maintenance, Head Custodian Senior Highs, Custodian I, or Groundsman I, and three (3) employees from the positions of Custodian II, Groundsman II, Reliefman, or Mail Delivery shall be permitted to use vacation time with not more than a total of five (5) employees permitted to use vacation time during this period.
- B. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks providing such scheduling does not drastically interfere with the operation.
- C. When a holiday, as observed in Section 27, falls during a scheduled vacation, vacation will be extended one day continuous with the vacation.
- D. A vacation may not be waived by an employee and extra pay received for working that period. If an employee does not take such vacation time in the year he/she is entitled to it, he/she may not take said vacation time in the subsequent year.
- E. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled upon verification of the illness.
- F. Employees who have completed their first year of employment may use up to five (5) of their earned vacation days as sick leave for an extended illness.
- G. During the summer an employee working an eight (8) hour day may, with the approval of the Supervisor, take vacation days in one day units in order to have an extended weekend. No more than three (3) vacation days may be used in this manner and approval must be requested at least six (6) working days prior to the requested day.

- H. Vacation days will not be advanced to an employee.
- I. Employees may have the option to use one (1) vacation day on their birthday, with the approval of the Employer and with at least two (2) working days advance notice.
- J. Vacations from November 14th through November 30th of each year will be applied for in writing prior to September 30th of each year. No later than October 15th, employees will be given written notice of approval or disapproval, by seniority, of the leave requested. A minimum of five (5) custodial/maintenance employees will be allowed leave at any point during this period unless a district-wide emergency situation necessitates fewer absences of employees. In the event the District can allow vacations to more individuals than have applied prior to September 30th, such vacations will be granted on a first come-first serve basis.

**ARTICLE XXX**  
**PAY ADVANCE**

- A. If a regular pay day falls during an employee's vacation, and the employee desires to receive his check, he/she will receive that check in advance before going on vacation, providing the request is made in writing seven (7) days in advance of the pay period in which the employee would receive his/her vacation pay.
- B. If an employee is laid off or retired, he/she will receive any unused vacation credit, including that accrued in the current calendar year. A recalled employee who has received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.
- C. Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation, and will receive credit for any benefits provided for in this Agreement.

**ARTICLE XXXI**  
**UNION BULLETIN BOARDS**

The employer shall provide the Union with bulletin boards in all buildings for posting notices of the following types:

- 1. Notices of recreational and social events
- 2. Notices of elections
- 3. Notices of results of elections
- 4. Notices of meetings

**ARTICLE XXXII**  
**RATES FOR NEW JOBS**

When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree with the description and rate being proper it shall be subject to negotiation. The Employer will confer with the Union as to whether or not such new job is in the bargaining unit. In the event the parties are unable to agree on recognition, the matter will be decided by formal hearing conducted by the State Labor Mediation Board.

**ARTICLE XXXIII**  
**TEMPORARY ASSIGNMENT**

Temporary assignments for the purpose of filling vacancies of employees who are on vacation shall be filled by the senior employee in the building. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

**ARTICLE XXXIV**  
**JURY DUTY**

An employee who serves on Jury Duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

**ARTICLE XXXV**  
**SAFETY**

Any employee who becomes aware of an unsafe condition within the school system shall report said condition, in writing, to the Director of Facilities and Support Services as soon as possible.

Employees are responsible for wearing designated safety equipment when provided by the employer and instructed to do so by the employer. Employees are required to attend designated safety meetings when held during regular work hours and shall be paid mileage for their attendance or be provided transportation.

The employer agrees to provide appropriate MIOSHA safety equipment for all employees working in conditions that are unsafe or in conditions that require specialized protective devices or clothing. Clothing that is damaged while fulfilling the responsibilities of the job will be reimbursed as determined by the Director of Facilities and Support Services providing:

The employee has taken the necessary preventions to protect himself/herself while carrying out his/her job responsibilities.

**ARTICLE XXXVI**  
**EQUALIZATION OF OVERTIME**

- A. When the Administration determines there is a need for overtime, such overtime shall be equalized among all employees assigned to that building, regardless of classification.
- B. When overtime work cannot be covered by the employees within the building, the Administration shall offer the overtime to any qualified bargaining unit employees, regardless of classification. The overtime work shall be first offered to the employee with the least overtime and proceed to the next least, etc. until adequate employees are called. Qualified shall mean the employee's ability, demonstrated by past work or by training, to perform the particular maintenance work or to operate particular equipment. Any employee who wished to qualify himself/herself for more overtime opportunities will be allowed to do so provided such training is done without additional cost to the district.
- C. Security checks shall be offered first to the Custodian I of the buildings. These hours shall be included in the process of fulfilling items A and B.
- D. Overtime work which involves assignments normally completed by groundskeepers as per past practice shall be offered and equalized exclusively among groundskeepers, unless none are available, then item B shall apply.
- E. Any employee offered overtime at least 24 hours in advance and refuses the overtime shall be charged with the overtime hours for the purpose of the equalization provision.

**ARTICLE XXXVII**  
**HOSPITALIZATION, MEDICAL, AND DENTAL COVERAGE**

- A. The Board shall provide hospitalization/medical coverage comparable to the MEBS - 3 Star benefit level to all full-time eligible employees with the carrier determined by the Board from among the following:
  - 1. MASB - SET
  - 2. MEBS
  - 3. MESSA

The health care benefit shall be available to all part-time regular employees. If the employee chooses, the Board shall pay a pro-rated portion of the premium cost and the employee shall pay the difference.

The coverage shall be for a single subscriber, two person, or full family, whichever is needed, based on the plan currently in effect in the district.

For the period from December 1, 1993, through December 31, 1994, the Board will reimburse fifty (50) percent of each enrolled employee's non-reimbursed medical deductible up to \$45.00 maximum for medical services provided to the employee or family (\$22.50 maximum for an employee with single coverage). This payment shall be made once during the period of December 1, 1993, through December 31, 1994, at the time

\$100.00 is accumulated for an employee with two-person or family coverage (or at the time \$50.00 is accumulated for an employee with single coverage) or on January 1, 1995, if the forementioned amount has not been reached. Effective January 1, 1995, there shall be no reimbursement for medical deductible.

- B. Such allowance shall apply to only those custodians not insured under the health insurance of their respective spouses.
- C. In order to use the hospitalization insurance coverage provided by the Board of Education, the employee must certify to the business office that he/she is not covered by health insurance with the same carrier as provided by the Board of Education.
- D. All full-time employees shall be enrolled in a dental plan providing 80% coverage up to a maximum of \$1,000 in classes I, II, and III. If the employee has a spouse enrolled in a coordinating plan, he/she shall be enrolled in a 50% plan.
- E. All full-time employees shall be enrolled in a vision care plan comparable to M.E.S.S.A. VSP-3.
- F. Each employee is responsible for enrolling in and modifying his/her enrollment as necessary for changes in family status. Should an employee fail to make such changes or to properly enroll, the Board shall not be responsible for any loss of insurance coverage suffered by the employee. When the employee makes such changes he/she will be provided a receipt by the secretary making the change.
- G. Three insurance options shall be made available to members during open enrollment providing there are a minimum of five (5) participants for each option. Payment will be made by means of payroll deduction.
- H. Health benefits will be terminated thirty days after the month in which the employee is no longer on sick leave.

### **ARTICLE XXXVIII** **WORKERS' COMPENSATION**

Each employee shall be covered by the applicable Workers' Compensation Laws.

In the event of an on-the-job accident in which the employee is entitled to benefits under the Workers' Compensation Act, the balance of the employee's average weekly earnings not covered by Workers' Compensation may be covered by sick leave pay at the employee option.



**ARTICLE XXXIX**  
**NO STRIKE**

The Union fully recognizes that the statutes of the State of Michigan confer upon public employees and their organizations not only certain rights and privileges but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in the case the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Union agrees, on behalf of itself and all of those whom it represents, that the no-strike provisions of the Public Employment Relations Act (Act 336 of 1947, as amended), will be faithfully observed at all times during the length of this Agreement.

**ARTICLE XL**  
**MANAGEMENT RIGHTS**

The Union recognizes that the Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred and vested in it by the Laws and Constitutions of the State of Michigan, and of the United States, including the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
3. To determine the work schedules, the hours of the working day, and the duties, responsibilities and assignments of all employees represented by the Union.
4. To provide security personnel from security agents for special events or times provided they shall not perform work of the bargaining unit.
5. To adopt and enforce reasonable rules and regulations.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, subject to special conference with the Union prior to becoming effective, 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 and Laws of the United States.

**ARTICLE XLI**  
**TERMINATION AND MODIFICATION**

This Agreement shall be in effect as of its date of ratification and shall continue in full force and effect until June 30, 1998. At any time subsequent to May 1, 1998, either party may give written notice to the other of its desire to negotiate a new Agreement for the following year,

and meetings between the parties for that purpose shall begin not later than twenty (20) days after delivery of such written notification. Notice of termination or modification: Notice shall be in writing and shall be sufficient, if sent by certified, addressed mail to the Union to American Federation of State, County, and Municipal Employees, Local 1421, Council 25, G-4101 Clio Road, Flint, MI 48504, and if to the Employer, addressed to Mr. Jack McCauley, Superintendent, Lapeer Community Schools, 1025 West Nepessing Street, Lapeer, MI 48446, or to any such address as the Union or the Employer may make available to each other.

The parties acknowledged that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement except as stipulated in Article XLVI, or with respect to any subject or matter not specifically referred to, or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### **ARTICLE XLII** **DAYS THAT CUSTODIANS MAY NOT BE REQUIRED TO WORK**

In the event of student demonstration at the Senior High Schools, the school district agrees to provide protection for its custodial employees. Should the occasion demand, the employee will be notified in advance that they are not to report to work. In that event, employees will be paid at their regular rate of pay, not to exceed three (3) days.

#### **ARTICLE XLIII** **INSURANCE**

Employees working more than twenty hours per week will receive a twenty-one thousand dollar (\$21,000) term life insurance policy. Employees working twenty (20) hours per week or less shall receive a ten thousand dollar (\$10,000) term life insurance policy.

#### **ARTICLE XLIV** **RETIREMENT ALLOWANCE**

- A. The Board agrees to provide two hundred dollars (\$200) upon retirement to custodians who have worked for the district for ten (10) years. In addition, the Board agrees to provide twenty dollars (\$20) per year above the ten (10) year level upon retirement.
- B. Upon retirement or termination an employee with a minimum of ten years service shall be granted fourteen dollars and fifty cents (\$14.50) for each accumulated sick leave day, not to exceed ninety (90) days, except for employees who had a greater accumulation prior to July 1, 1978.



**ARTICLE XLV  
LTD BENEFITS**

A long term disability insurance policy providing sixty-six and two-thirds percent (66 2/3%) of salary after ninety (90) calendar days shall be provided.

**ARTICLE XLVI  
REOPENER**

The Board, upon written notification to the Union, may reopen the Master Agreement to renegotiate the 1994-95 wage increase if State school finance reform necessitates such reopening in the sole judgment of the Board or if financial difficulties beset the District at any time during the term of this agreement, or to renegotiate health benefits if necessitated by national health care reform.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed as of October 7th, 1993.

Signed for Lapeer Community Schools'  
Board of Education

Signed for Lapeer Custodial Employees' Union  
Council #25 Affiliated with American Federation  
of State, County, and Municipal Employees  
AFL-CIO, Local #1421

\_\_\_\_\_  
Janet Watz, President

\_\_\_\_\_  
Debra Dowling, President

\_\_\_\_\_  
Arthur Sieting, Secretary

\_\_\_\_\_  
Peter Haggadone, Vice-President

**APPENDIX A  
PENSIONS**

All employees covered by this Agreement will be covered by the Michigan Public School Employees Retirement Fund.

**APPENDIX B  
CLASSIFICATIONS AND RATES**

**1995-96**

	<b><u>Start</u></b>	<b><u>6 mos.</u></b>	<b><u>1 year</u></b>	<b><u>2 years</u></b>	<b><u>3 years</u></b>	<b><u>4 years</u></b>	<b><u>5 years</u></b>
Maintenance Head Custodians Senior Highs	\$13.71	\$13.87	\$14.00	\$14.31	\$14.53	\$14.68	\$14.86
Custodian I Groundskeeper I	\$13.34	\$13.51	\$13.65	\$13.95	\$14.17	\$14.32	\$14.48
Custodian II Groundskeeper II Relief Mail Delivery	\$12.78	\$12.93	\$13.07	\$13.38	\$13.61	\$13.73	\$13.91

**1996-97**

	<b><u>Start</u></b>	<b><u>6 mos.</u></b>	<b><u>1 year</u></b>	<b><u>2 years</u></b>	<b><u>3 years</u></b>	<b><u>4 years</u></b>	<b><u>5 years</u></b>
Maintenance Head Custodians Senior Highs	\$13.85	\$14.01	\$14.14	\$14.45	\$14.68	\$14.83	\$15.01
Custodian I Groundskeeper I	\$13.47	\$13.65	\$13.79	\$14.09	\$14.31	\$14.46	\$14.62
Custodian II Groundskeeper II Relief Mail Delivery	\$12.91	\$13.06	\$13.20	\$13.51	\$13.75	\$13.87	\$14.05

## 1997-98

	<u>Start</u>	<u>6 mos.</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
Maintenance							
Head Custodians	\$13.99	\$14.15	\$14.28	\$14.59	\$14.83	\$14.98	\$15.16
Senior Highs							
Custodian I							
Groundskeeper I	\$13.60	\$13.79	\$13.93	\$14.23	\$14.45	\$14.60	\$14.77
Custodian II							
Groundskeeper II	\$13.04	\$13.19	\$13.33	\$13.65	\$13.89	\$14.01	\$14.19
Relief							
Mail Delivery							

**APPENDIX C**  
**LONGEVITY**

Longevity will be paid at the following rate:

0 - 4 years service	None
5 - 7 years service	\$325
8 - 11 years service	\$375
12 - 15 years service	\$400
16 years service & over	\$425

The above longevity to be paid at the end of the fiscal year to the persons having completed the indicated number of years of service. Years of service will be determined as years of service minus approved unpaid leaves of absence, and suspensions or any unapproved absences that are not reversed through the grievance procedure.

Longevity will be prorated on a per month basis for those retiring during the year.

**APPENDIX D**  
**TEMPORARY EMPLOYEES**

Temporary employees, as referred to in this Agreement, shall be defined as an employee used to perform seasonal work and/or to assist, the regular work force during down time. The number of the employees shall not exceed eleven (11) at any one time (except for summer). They shall not work in the place of full-time employees. They shall not work in the regular job classifications to avoid the payment of overtime. In no case shall the period of employment for the temporary employees exceed one hundred twenty (120) days during any one calendar year except for student help which is used to assist the custodians, during the regular school year, not to exceed four (4) hours per student per day.

**APPENDIX E**  
**VEHICLE EXPENSES**

An employee using his own vehicle for school business shall be reimbursed at the maximum rate allowable under IRS regulations..

**APPENDIX F**  
**WORK PERFORMED BY SUPERVISORS**

Supervisory employees shall not perform work normally performed by the bargaining unit except in the case of an emergency, for instruction or training of employees, including demonstrating the proper methods to accomplish the task assigned.

**APPENDIX G**  
**COPIES OF CONTRACT**

The Board will provide copies of the contract without expense to all members of the bargaining unit.

**APPENDIX H**  
**EMERGENCY DAYS**

1. In the event that weather conditions or other emergencies result in the Administration canceling school for all students or students in a particular building but office operations are maintained and twelve-month employees are required to work, custodians shall:
  - a) report to work at regularly scheduled time and work regular shifts unless other twelve-month employees are not required to work full shifts. Should twelve-month employees other than custodians be required to work less than a regular shift, custodians shall be required to work a shift of the same duration and receive pay for eight (8) hours.
  - b) be able to use emergency leave time as necessary to receive full shift pay if the employee was not able to be at work the full shift because of the conditions of the emergency.
  - c) be able to extend working time with prior approval of the Director of Facilities and Support Services to get in full shift if the employee was unable to report to work at the normal time because of the nature of the emergency.
  - d) report to the Administration Building if unable to report to regular building.
  
2. In the event that weather conditions or other emergencies result in the Administration cancelling all operations (closing all offices), custodians shall not report and shall be paid for the day(s).

3. Employees working as a substitute in a higher classification either the day before or the day after or both before and after, shall be paid at the rate of their regular assignment, not the rate of the assignment in which they were substituting.

#### **APPENDIX I SHIFT CHANGES**

During the down time an employee whose regular school shift is other than the day shift may request that he/she be retained on afternoon shift during the down time. The request will be granted if there is an afternoon shift, possibly in another building, where the employee can be temporarily transferred while the regular employee in that position takes a day shift position. The request for this must be in writing by thirty (30) days prior.

#### **APPENDIX J PERSONAL BUSINESS DAY APPLICATION INFORMATION**

Personal business is an absence necessitated by circumstances that are of a personal nature to the employee and cannot be attended to outside the normal working day. Personal business days shall be approved without substantiation or explanation except for the periods of time delineated on the personal business day request form, or if reasonable evidence exists to suspect use of personal business day leave for the unapprovable reasons stated on the request form. Due to the difficulty of securing substitutes on Fridays and a past history of excessive personal business day use on Fridays, employees are encouraged to plan for prearranged personal business days on days other than Friday. Employees may be contacted to request a rescheduling of personal business days contingent upon substitute availability.

It is the district's intent that personal business days are appropriate and typical of the following obligations, although these are **not all inclusive**; court appearances, scheduled medical examinations, religious holidays, college graduation exercises, real estate transactions, honors convocations honoring the employee or members of his or her immediate family, legal or financial matters, moving, registration at a university, marriage, and other personal matters of a business nature.

**It is the responsibility of the employee to contact the substitute systems secretary (667-2460) prior to any absence due to personal business (even if a substitute is not needed).**

**LAPEER COMMUNITY SCHOOLS  
REQUEST FOR PERSONAL BUSINESS LEAVE**

Personal business is an absence necessitated by circumstances that are of a personal nature to the employee and cannot be attended to outside the normal working day.

1. A request for personal business leave must be forwarded to the Personnel Director's Office for processing three (3) days in advance prior to the leave day(s). Prior requests are not required for emergencies, but the normal process would be to submit requests in advance.
2. **IT IS ALWAYS THE EMPLOYEE'S RESPONSIBILITY TO NOTIFY THE PRINCIPAL OR SUPERVISOR OF AN ABSENCE FOR EITHER PRIOR-REQUESTED OR EMERGENCY PERSONAL BUSINESS LEAVE.**
3. All personal business leave requests should be on this form; however, the Absence Report Form must be completed following the absence and sent to the Business Office.
4. All requests must be processed through the building principal.
5. Processing of the personal business leave request does NOT indicate that the employee has sufficient leave days available. It is the employee's responsibility to maintain a record of leave days used.
6. Notification of Personal Business Leave arrangements will be sent to the employee via school mail.
7. Personal Business Days requested the day before or the day after school holidays or vacation periods may require verification.
8. Personal Business Days are not to be used for hunting or vacation.

\*\*\*\*\*

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Date of Request

\_\_\_\_\_  
Building Assignment(s)/Position

\_\_\_\_\_  
Date(s) of Absence - Indicate times  
if less than a full day

\_\_\_\_\_  
Explanation if #7 applies

\_\_\_\_\_

\_\_\_\_\_  
Signature

\*\*\*\*\*

**PRINCIPALS** - Sign and indicate any staffing concerns prior to sending to the Human Resources Office.

\_\_\_\_\_

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

\*\*\*\*\*

**Internal Administrative Office Action:**      \_\_\_\_\_ APPROVED      \_\_\_\_\_ NOT APPROVED

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX K**  
**1995-96 CONTRACT EXTENSION**

The 1993-95 Master Agreement between the Lapeer Community Schools' Board of Education and the Custodial Employees Unit of Local 1421, Council 25, American Federation of State, County and Municipal Employees as executed October 7, 1993, is extended through June 30, 1996, subject to modification only as set forth herein.

**1. Hospitalization, Medical, and Dental Coverage (Article XXXVII)**

The Board-paid premium contributions for each of three (3) coverage plans (single subscriber, two-person, and full family) for 1995-96 Health insurances (Hospitalization/medical, dental, and vision) shall be capped at an amount not to exceed ten percent (10%) more than the 1994-95 premium amounts of each health insurance (hospitalization/medical, dental, and vision). Each employee receiving health insurance coverage during the 1995-96 school year shall be responsible for paying premium amounts in excess of the aforementioned ten percent (10%) increase, if any, above his/her 1994-95 premium amounts.

Prior to the 1995-96 school year, the Union may initiate discussion with the Board regarding change of benefit levels and/or carriers for the purpose of exploring ways to maintain costs of health insurances at levels that would not require employees to pay a portion of premium costs.

**2. Appendix B (Classification and Rates)**

- A. 1994-95 hourly wages as specified in the 1993-95 Master Agreement
- B. 1995-96 hourly wages will be increased above 1994-95 hourly wages by the lesser of the following percentages:
  - (1) 5%
  - (2) The rate of inflation as determined by the Consumer Price Index [CPI - W (Detroit)] for the twelve (12) month period through April, 1995, or
  - (3) The 1995-96 increase in Lapeer Community School District's State Foundation Grant above its 1994-95 State Foundation Grant.

**3. Termination and Modification (Article XLI)**

This Agreement shall be in effect as of its date of ratification and shall continue in full force and effect until June 30, 1996. At any time subsequent to May 1, 1996, either party may give written notice to the other of its desire to negotiate a new Agreement for the following year, and meetings between the parties for that purpose shall begin not later than twenty (20) days after delivery of such written notification (remainder of Article XLI prevails).



**APPENDIX L  
1996-1998 CONTRACT EXTENSION**

The 1993-95 Master Agreement between the Lapeer Community Schools' Board of Education and the Custodial Employees Unit of Local 1421, Council 25, American Federation of State, County and Municipal Employees as extended through June 30, 1996, is extended through June 30, 1998, subject to modification only as set forth herein.

**1. Hospitalization, Medical, and Dental Coverage (Article XXXVII)**

For July 1, 1996, through June 30, 1998, 1993-95 Master Agreement terms shall prevail with no health insurance cap.

**2. Retirement Allowance (Article XLIV)**

For July 1, 1996, through June 30, 1998, Paragraph B revision: "\$13.00 shall be revised to \$14.50."

**3. Building Mergers**

Effective July 1, 1995, and continuing through June 30, 1998, for buildings that are or have been merged to form a single school unit, custodians shall be considered assigned to both (or all) buildings comprising the single school unit. This paragraph pertaining to building mergers is not intended to reduce the number of custodians (or head custodians) assigned to buildings involved in such a merger.

**4. Appendix B (Classification and Rates)**

- A. 1995-96 hourly wages as specified in Appendix K, 1995-96 Contract Extension.
- B. 1996-97 hourly wages will be increased 1% above the 1995-96 hourly wages.
- C. 1997-98 hourly wages will be increased by 1% above 1996-97 hourly wages.

**5. Termination and Modification (Article XLI)**

This Agreement shall be in effect as of its date of ratification and shall continue in full force and effect until June 30, 1998. At any time subsequent to May 1, 1998, either party may give written notice to the other of its desire to negotiate a new Agreement for the following year, and meetings between the parties for that purpose shall begin not later than twenty (20) days after delivery of such written notification (remainder of Article XLI prevails).

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Board



**LETTER OF AGREEMENT**  
**AMERICANS WITH DISABILITIES ACT**

The Board and Union will comply with provisions of the Americans with Disabilities Act (ADA). The Board will provide notice to the Union of potential need for accommodation of unit members pursuant to the ADA. The Board will seek Union input and agreement on proposed accommodations. Should no agreement result, the Board may proceed with accommodations with the express understanding that any employee involuntarily transferred due to such accommodation of another employee shall not be reduced in compensation as the result of the involuntary transfer. It is agreed that involuntary transfers pertaining to the ADA do not result in posting of any position.

\_\_\_\_\_  
For the Union - Debra White

\_\_\_\_\_  
For the Board - Craig Gerard

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT  
FAMILY AND MEDICAL LEAVE ACT**

The Board and Union will comply with provisions of the Family and Medical Leave Act (FMLA) of 1993. Should the Board and Union disagree about the rights or responsibilities of employees under the FMLA, the parties agree to discuss such disagreement within five (5) work days of the discovery of the disagreement. Should no agreement result through this discussion of the parties, the Union may grieve any related action of the Board that is contrary to the Master Agreement.

\_\_\_\_\_  
For the Union - Debra White

\_\_\_\_\_  
For the Board - Craig Gerard

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT  
UNIFORMS**

The district will provide three (3) changes of uniforms per week for each of the two (2) maintenance employees. In addition, one (1) pair of summer coveralls and one (1) pair of winter coveralls will be provided for each of the grounds employees. Upon employee request, the district will clean coveralls up to twice per year. Additionally, if financially feasible as determined solely by the employer, grounds employees will be provided with three (3) changes of uniforms per week.

The decision to continue or expand the use of uniforms rests with the Board of Education.

\_\_\_\_\_  
For the Union - Debra White

\_\_\_\_\_  
For the Board - Craig Gerard

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**  
**August 2, 1990**

**Temporary Employees**

Temporary employees will be used as outlined in the current AFSCME contract. Seasonal will be defined as the time beginning May 1 of each calendar year and ending September 30 of the same year. During this time, temporary employees will assist the regular work force, and as the need arises, substitute for full-time employees on a day to day basis if regular subs are not available. Regular substitutes will be used to cover long term absences. The rate of pay for temporary employees will be \$5.75 per hour in any assignment they are placed in.

**New Positions Outside the Work Week**

New positions that are scheduled outside the work week as defined in the contract will be posted as vacancies for the membership to apply for as stipulated in the posting process.

\_\_\_\_\_  
For the Board - Gary Moore

\_\_\_\_\_  
For the Union - Stu Coe

\_\_\_\_\_  
August 17, 1990

\_\_\_\_\_  
August 17, 1990

Date

Date

**LETTER OF UNDERSTANDING**  
**December 22, 1988**

The parties designated below agree that when a former custodial/maintenance employee currently on the official recall list substitutes on a temporary basis he/she shall be awarded the following compensation.

1. Rate of pay shall be the rate of pay the employee was earning at the time of lay-off.
2. Employees working at least 18 days in a month shall be awarded the following benefit:
  - a. Board paid health insurance.

Employees on lay-off status shall not accrue sick leave, vacation time, seniority, or be paid for holidays. The above provisions become effective January 1, 1989.

\_\_\_\_\_  
For the Board - Gary Moore

\_\_\_\_\_  
For the Union - Mitchell Gradowski

\_\_\_\_\_  
January 3, 1989

\_\_\_\_\_  
December 22, 1988

Date

Date

## LAPEER COMMUNITY SCHOOLS

**I. JOB TITLE: Head Custodian**

**II. REPORTS TO: Under direct supervision of the principal of the building in which he/she works, with respect to day to day operational adjustments necessary to support the school program, and in his absence the Director of Facilities and Support Services or designee.**

**III. GENERAL DESCRIPTION OF POSITION:**

Responsible for maintenance of assigned building and grounds in a safe, clean, efficient manner. To schedule all work and duties of all custodian that are assigned to that building and use their capacities to the school's best advantage.

**IV. GENERAL RESPONSIBILITIES:**

- A. Preventative maintenance and operations of electrical and mechanical equipment.
- B. Responsible for the direction of cleaning and maintaining the building and grounds.
- C. Adjustment of and operational care of heating and ventilation system.
- D. Responsible for general security of the building.
- E. To schedule custodial duties of all employees assigned to that building.
- F. Responsible for energy conservation measures.

**V. ESSENTIAL DUTIES:**

- A. Repair electrical switches, ballast, receptacles and fuses.
- B. Repair furniture and building equipment.
- C. Remove snow from around the immediate area of the building.
- D. Mop, sweep, and scrub floors as needed.
- E. Collect and dispose of waste paper as needed.
- F. Clean and service lavatories and cafeteria areas including repair of lavatory and sink valve.
- G. Wash interior and exterior glass.
- H. Care for lawn and shrubs around immediate area of the building.
- I. Operate boilers on a daily basis, as needed.
- J. Pick up and deliver food on a weekly basis and emergency supplies as needed.
- K. Paint.
- L. Adjust thermostats for proper room temperature.
- M. Store supplies and equipment.
- N. Accept deliveries and assist in unloading of deliveries.
- O. Be knowledgeable of related health and safety procedures as provided by the employer in order to appropriately handle the above duties.

**VI. AUXILIARY DUTIES:**

Perform other related duties as assigned.

## LAPEER COMMUNITY SCHOOLS

- I. **JOB TITLE:** Custodian I
- II. **REPORTS TO:** Under direct supervision of the principal of the building in which he or she works and in his/her absence the Director of Facilities and Support Services or designee

III. **GENERAL DESCRIPTION OF POSITION:**

Responsible for cleaning and care of assigned building and grounds in a safe, clean, efficient manner.

IV. **GENERAL RESPONSIBILITIES:**

A. Custodian I - Senior High

1. To perform all general custodial duties assigned by Head Custodian.
2. To monitor work of night custodial employees and assign responsibility for performance and accomplishment of night custodial crew.

B. Custodian I - Elementary/Junior High

1. Preventative maintenance and operation of electrical and mechanical equipment.
2. Responsible for general custodial duties including clean and maintain the building and grounds.
3. Adjustment of and operational care of heating and ventilation system.
4. Responsible for general security of the building.
5. To schedule custodial duties of all employees assigned to that building.
6. Responsible for energy conservation measures.

V. **ESSENTIAL DUTIES:**

- A. Clean assigned areas, including sweeping, dusting, waxing and buffing of floors, waste emptying, blackboard cleaning, and making minor repairs.
- B. Assist in general cleaning and maintenance of the entire building.
- C. Remove snow from entrances as directed by Head Custodian. (Custodian I - Senior High)
- D. Maintain lawns, shrubs, and other outside building areas as directed.
- E. Assist in preparing building for evening activities.
- F. Custodian I - Secure buildings at night. (Senior High)
- G. Wash interior and exterior glass.
- H. Vacuum floors and dust.
- I. Move furniture, supplies and equipment as needed.
- J. Check schedule for night or weekend use of buildings.



**V. Essential Duties: (continued)**

- K. Prepare for boiler inspection.
- L. Conduct daily boiler operation.
- M. Pick up food on a weekly basis.
- N. Accept deliveries and assist in unloading of deliveries.
- O. Be knowledgeable of related health and safety procedures as provided by the employer in order to appropriately handle the above duties.

**VI. AUXILIARY DUTIES:**

Perform other related duties as assigned.

**LAPEER COMMUNITY SCHOOLS**

- I. JOB TITLE:** Custodian II
- II. REPORTS TO:** Under direct supervision of Custodian I and the principal of the building in which he/she works

**III. GENERAL DESCRIPTION OF POSITION:**

Responsible for general maintenance and cleaning of the building as per the direction set up by the Custodian I and principal.

**IV. GENERAL RESPONSIBILITIES:**

He/she carries out routine tasks of daily cleaning. This includes sweeping and mopping of floors, emptying and cleaning waste receptacles, dusting, arranging furniture, cleaning chalkboards, cleaning and sanitizing restrooms, shower rooms, kitchens.

**V. ESSENTIAL DUTIES:**

- A. Mop, sweep and scrub floors.
- B. Collect and dispose of waste paper.
- C. Clean and sanitize restrooms, shower rooms, and cafeteria areas.
- D. Clean interior and exterior glass.
- E. Care for and maintain pencil sharpeners.
- F. Change light bulbs.
- G. Clean auditorium.
- H. Secure elementary and junior high building at night.
- I. Check windows.
- J. Maintain corridor and entrance maps - sweep, spot clean or damp mop as necessary.
- K. Clean, renovate and renew floor surface finishes.
- L. Move furniture, supplies, and equipment as needed.
- M. Guard property against fire and theft.
- N. Keep building and grounds free of debris and paper.
- O. Clean sinks.
- P. Accept deliveries and assist in unloading of deliveries.
- Q. Be knowledgeable of related health and safety procedures as provided by the employer in order to appropriately handle the above duties.

**VI. AUXILIARY DUTIES:**

Perform other related duties as assigned.

**LAPEER COMMUNITY SCHOOLS**

- I. JOB TITLE: Groundskeeper I**
- II. REPORTS TO: Under direct supervision of the  
Director of Facilities and Support Services or designee**

**III. GENERAL DESCRIPTION OF POSITION:**

General maintenance and repair work of grounds and related equipment; maintenance of school roadways, lawns, shrubbery, trees, fencing, drains, playground and equipment, and athletic and related equipment. Schedule work and duties of employees assigned to grounds and utilize these employees to the school district's best advantage.

**IV. GENERAL RESPONSIBILITIES:**

- A. Scheduling of duties of all employees assigned to grounds.
- B. Maintaining record of condition of grounds and grounds' equipment and scheduling work so that grounds and grounds' equipment are kept in appropriate condition.
- C. Maintenance of grounds related equipment.
- D. Delivery of supplies.
- E. Substituting for Custodian I or II as needed.
- F. Outside work in general.

**V. ESSENTIAL DUTIES:**

- A. Care for and maintain lawns and athletic fields.
- B. Assist in preparing facilities for use at school and school related community events.
- C. Load, unload, and store equipment and supplies.
- D. Operate all grounds equipment.
- E. Grade, seed, fertilize, mow, and irrigate all grounds.
- F. Operate snow removal equipment.
- G. Assist district maintenance staff as needed.
- H. Repair playground equipment as requested.
- I. Accept deliveries and assist in unloading of deliveries.
- J. Be knowledgeable of related health and safety procedures as provided by the employer in order to appropriately handle the above duties.

**VI. AUXILIARY DUTIES:**

Perform other related duties as assigned.

**LAPEER COMMUNITY SCHOOLS**

**I. JOB TITLE: Groundskeeper II**

**II. REPORTS TO: Under direct supervision of the  
Director of Facilities and Support Services**

**III. GENERAL DESCRIPTION OF POSITION:**

General maintenance and repair work of grounds and related equipment; maintenance of school roadways, lawns, shrubbery, trees, fencing, drains, playground and equipment, and athletic and related equipment.

**IV. GENERAL RESPONSIBILITIES:**

- A. Maintenance of grounds related equipment.
- B. Delivery of supplies
- C. Substitute for Custodian I or II as needed.
- D. Outside work in general.

**V. ESSENTIAL DUTIES:**

- A. Care for and maintain lawns and athletic fields.
- B. Assist in preparing facilities for use at school and school related community events.
- C. Load, unload, and store equipment and supplies.
- D. Operate all grounds equipment.
- E. Grade, seed, fertilize, mow, and irrigate all grounds.
- F. Operate snow removal equipment.
- G. Assist district maintenance staff as needed.
- H. Repair playground equipment as requested.
- I. Accept deliveries and assist in unloading of deliveries.
- J. Be knowledgeable of related health and safety procedures as provided by the employer in order to appropriately handle the above duties.

**VI. AUXILIARY DUTIES:**

Perform other related duties as assigned.

**LAPEER COMMUNITY SCHOOLS**

- I. JOB TITLE: District Maintenance**
- II. REPORTS TO: Under direct supervision of the  
Director of Facilities and Support Services  
or designee**

**III. GENERAL DESCRIPTION OF POSITION:**

This classification is responsible for the maintenance and protection of school property.

**IV. GENERAL RESPONSIBILITIES:**

- A. Responsible for exterior and interior maintenance and repair to schools, grounds, and building equipment;
- B. Responsible for electrical, plumbing, mechanical, and pneumatical systems;
- C. Responsible for emergency maintenance and repairs.

**V. ESSENTIAL DUTIES:**

- A. Repair plumbing and plumbing fixtures.
- B. Repair and replace electrical fixtures.
- C. Repair and service heating and ventilation systems.
- D. Assist in special event set-up.
- E. Secure buildings after vandalism.
- F. Remodel existing school facilities.
- G. Make minor roof repair and conduct roof maintenance.
- H. Do special assignments as directed.
- I. Assist in furniture repair.
- J. Conduct preventive boiler maintenance.
- K. Assist in snow removal.
- L. Assist Custodian I and Head Custodians as needed.
- M. Assist grounds crew as needed.
- N. Accept deliveries and assist in unloading of deliveries.
- O. Be knowledgeable of related health and safety procedures as provided by the employer in order to appropriately handle the above duties.

**VI. Auxiliary Duties:**

Perform other related duties as assigned.

**LAPEER COMMUNITY SCHOOLS**

**I. JOB TITLE: Mail Delivery**

**II. REPORTS TO: Under direct supervision of the  
Director of Facilities and Support Services  
or designee**

**III. GENERAL DESCRIPTION OF POSITION:**

This classification is responsible for district mail and media delivery during the school year. Summer assignment is determined by district needs. (Rate of pay is equivalent to Custodian II.).

**IV. GENERAL RESPONSIBILITIES:**

Mail and media delivery and pick up interschool and outgoing mail.

**V. ESSENTIAL DUTIES:**

- A. Drive district vehicle(s) to deliver mail to school offices and pick up interschool and outgoing mail.
- B. Transport A.V.. equipment for repair.
- C. Accept deliveries and assist in unloading deliveries.
- D. Be knowledgeable of related health and safety procedures as provided by the employer in order to appropriately handle the above duties.

**VI. AUXILIARY DUTIES:**

Perform other related duties as assigned.



**LAPEER COMMUNITY SCHOOLS**

- I. JOB TITLE: Relief Position**
- II. REPORTS TO: Under direct supervision of the building principal or head custodian in the building in which he/she has been temporarily assigned by the Director of Facilities and Support Services or designee**

**III. GENERAL DESCRIPTION OF POSITION:**

This classification is responsible for fulfilling all the job responsibilities of the position which is being temporarily filled.

**IV. ESSENTIAL DUTIES:**

Performance of the essential duties of the position to which he/she is temporarily assigned.

**V. AUXILIARY DUTIES:**

Perform other related duties as assigned.

