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Utica Community Schools

**COLLECTIVE BARGAINING  
AGREEMENT**

Utica Community Schools

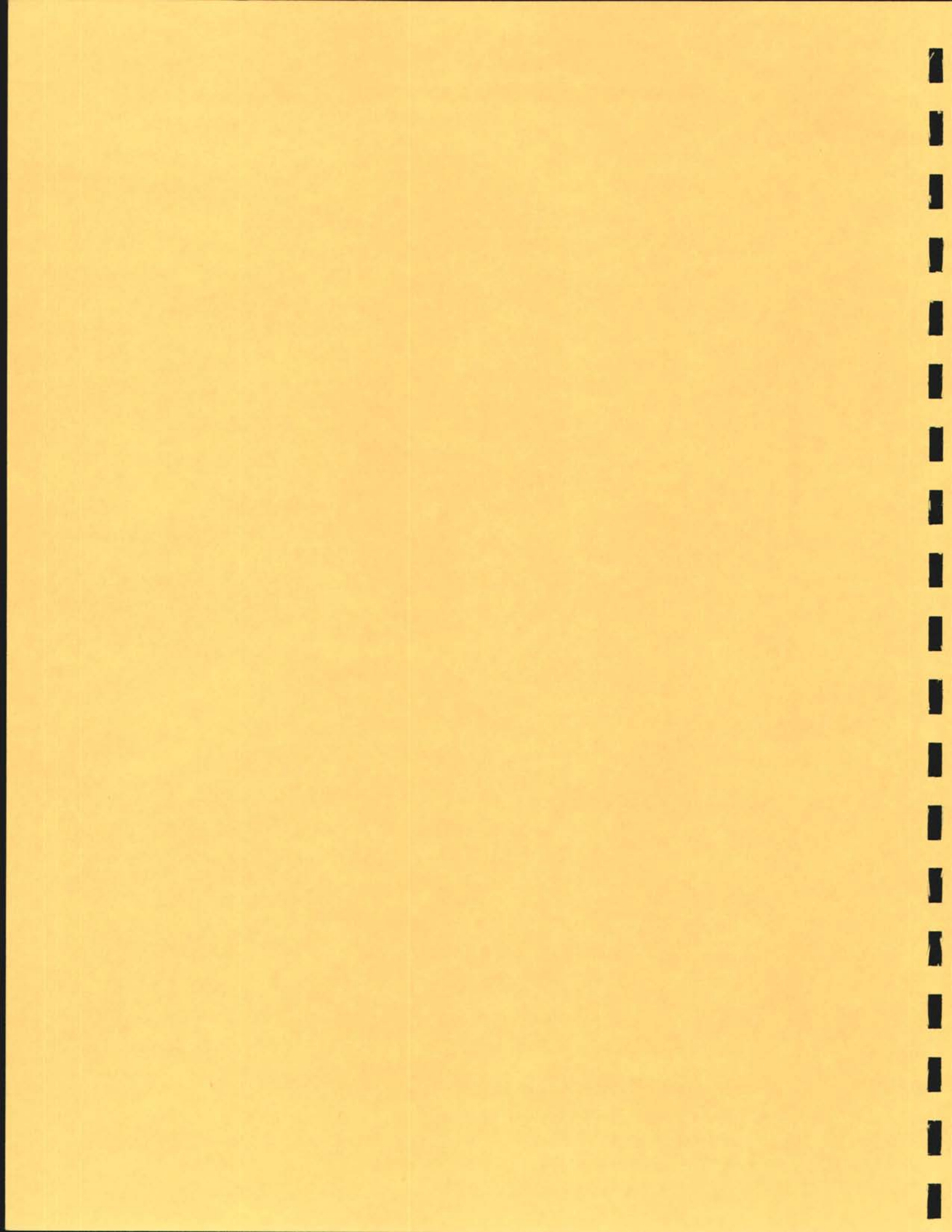
and the

**Operations,  
Grounds and Warehouse Employees**

Chapter of Local 1664

**July 1, 1998 TO JUNE 30, 2002**

*Utica Community Schools*



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## TABLE OF CONTENTS

ARTICLE NUMBER	DESCRIPTION	PAGE
	Designation of Parties . . . . .	1
1	Preamble . . . . .	1
2	The Board of Education . . . . .	1
3	Recognition. . . . .	2
4	Aid To Other Unions. . . . .	2
5	Check-Off. . . . .	3
6	Agency Shop. . . . .	3
7	Indemnification Clause . . . . .	4
8	Stewards and Union Representation. . . . .	5
9	Special Conferences. . . . .	5
10	Supplemental Agreements. . . . .	7
11	Grievances . . . . .	7
12	Grievance Procedure. . . . .	8
13	Discharge, Suspension and Reprimands . . . . .	11
14	Seniority. . . . .	11
15	Seniority List . . . . .	13
16	Loss of Seniority. . . . .	13
17	Seniority of Union Officers. . . . .	14
18	Lay-Off. . . . .	16
19	Recall . . . . .	17
20	Assignment . . . . .	17
21	Transfer . . . . .	18
22	Promotions . . . . .	19
23	Working Hours. . . . .	21
24	Job Descriptions . . . . .	22
25	Veterans . . . . .	23
26	Leaves of Absence. . . . .	23
27	Vacations. . . . .	25
28	Holidays . . . . .	28
29	Chapter Leave. . . . .	28
30	Jury Duty. . . . .	28
31	Worker's Compensation. . . . .	29
32	Use of Building . . . . .	29

33	Union Convention Attendance. . . . .	30
34	Bullentin Boards, Building Use and Mail. . .	30
35	Building Responsibility. . . . .	31
36	Overtime. . . . .	31
37	Sick Leave . . . . .	34
38	Uniforms . . . . .	36
39	Staff Development . . . . .	37
40	Benefit Provisions . . . . .	38
41	Wage Rates . . . . .	41
42	Rules and Regulations . . . . .	43
43	Strike and Lock Out. . . . .	43
44	Ratification. . . . .	44
45	Amendments and Termination . . . . .	44
	Letter of Understanding. . . . .	45
	(Leasing of Utica Community Schools Facilities)	
	Memorandums of Understanding. . . . .	45
	Letter of Understanding . . . . .	46
	Memorandum of Agreement . . . . .	48
	Signature Page . . . . .	49
	Appendix A - Short Term Disability Program . . .	50
	Appendix B - Job Descriptions. . . . .	55

# **COLLECTIVE BARGAINING AGREEMENT**

## **DESIGNATION OF PARTIES**

On this 28<sup>th</sup> day of October, 1998, at Sterling Heights, Michigan the Utica Community School District located at Sterling Heights, Michigan, hereinafter designated as the "Board", and by the Operations, Grounds and Warehouse Employees Chapter of Local #1664 of Michigan Council 25 affiliate of the American Federation of State, County, and Municipal Employees, hereinafter designated as the "Union", agree as follows:

### **ARTICLE 1**

#### **PREAMBLE**

- 1.1 It is the general purpose of this Agreement to promote the interests of the School District, its students and its employees, and to provide for the operation of the School District under methods which will further, to the fullest extent possible: the safety of the students and employees, economy, cleanliness and efficiency of the Schools and equipment; protection of property, and avoidance of interruptions to the instructional program. The parties to the Agreement will cooperate fully to secure the advancement and achievement of these purposes.

### **ARTICLE 2**

#### **THE BOARD OF EDUCATION**

- 2.1 The Board, under Michigan Law has final responsibility for the direction and control of all aspects of the affairs of the school district. The Board cannot lawfully avoid, delegate or surrender any portion of this responsibility and nothing in this Agreement shall be construed to negate this principle.

## ARTICLE 3

### RECOGNITION

- 3.1 The Board recognizes the Operation, Grounds and Warehouse Employees Chapter of Local #1664 of Council #25, AFSCME, as the sole and exclusive bargaining representative for Custodian I, Custodian II, Shift Leader Custodian I, Elementary Head Custodian I, Junior High Head Custodian I, Senior High Head Custodian I, Groundsperson, Head Groundsperson, Storekeeper, Storekeeper Leader. The Union agrees that the following employees are excluded from this bargaining unit: Painter Leader, Painter, Plumber Leader, Plumber, Carpenter Leader, Carpenter, Audio-Visual Leader, Audio Visual Repair, Heating and Ventilating Leader, Heating and Ventilating, Electrician Leader, Electrician, Roofer, Maintenance Helper, Bus Drivers, Mechanics, Head Mechanics, Mechanic Leader, Mechanic Helper, Laborer, Superintendent, Assistant Superintendents, Administrative Assistants, Directors, Assistant Directors, Supervisors, Assistant Supervisors, all Support Personnel/MESPA, substitute and temporary help, all para-professional employees who are excluded under the law.

## ARTICLE 4

### AID TO OTHER UNIONS

- 4.1 The Board 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 5**

### **CHECK-OFF**

- 5.1 The Board agrees to deduct initiation fees, union dues and service fees from the pay of these employees who individually request in writing, that such deductions be made. These deductions will be made from the second pay period each month. The amounts shall be certified to the employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer within 10 working days. The Board further agrees to submit the names of the newly hired employees of this bargaining unit to the Union within five days of the date of hire.
- 5.2 Employees shall tender the initiation fee and monthly dues or service fees by signing the proper authorization for check-off form.
- 5.3 Authorized political action contributions (P.E.O.P.L.E.) will be directed by the Operations, Grounds and Warehouse Chapter of Local 1664. Such contributions may be made through payroll deduction and shall meet all legal requirements. Such deductions shall begin only after all appropriate paperwork has been filed with the district.
- 5.4 The Union shall hold the District harmless regarding any monies deducted and remitted to the union pursuant to this provision.

## **ARTICLE 6**

### **AGENCY SHOP**

- 6.1 Membership in the Union shall be open to all employees regardless of race, creed, age, sex, marital status or national origin.
- 6.2 Employees who are not members of the Union shall, as a condition of employment, pay to the union a service charge equal to the Union dues, initiation fee and assessments.

- 6.3 Present employees, newly hired, transferred, or rehired employees shall conform to this provision within thirty days or at the end of their probationary period whichever is later.
- 6.4 Employees shall be deemed to be members of the bargaining unit in good standing within the meaning of this Article, if they are not more than sixty days in arrears in payment of dues, service charge, initiation fee and assessments.
- 6.5 It shall be the responsibility of the Union to notify the Assistant Superintendent for Human Resources, in writing, within thirty days when a member of the bargaining unit is in violation of this provision.
- 6.6 Employees who become in arrears in their payment by sixty days or more shall be eligible for reinstatement if, prior to termination, the penalty prescribed by the Union is paid.

## **ARTICLE 7**

### **INDEMNIFICATION CLAUSE**

- 7.1 In consideration of the School District's agreement as set forth in Article 5 and Article 6 of this Agreement, the Operations, Grounds and Warehouse Chapter of Local #1664, Council 25, American Federation of State, County, and Municipal Employees, agrees that it will indemnify and save the School District harmless against any and all suits, claims, judgments, fees, expenses, or other liabilities incurred by the School District by reason of its honoring check-off authorization as set forth in Article 5 of this Agreement, such indemnity to include but not limited to payment in full of any judgments, costs and interest awarded against the School District, and payment in full of all reasonable attorney fees, costs and expenses incurred by the School District in any litigation before any tribunal arising out of the School District's action honoring check-off authorization forms.

## ARTICLE 8

### STEWARDS AND UNION REPRESENTATION

- 8.1 It is agreed between the parties that the steward structure and areas represented as submitted by the Union to the Board annually will be the structure recognized by the parties for the term of this Agreement, subject to implementation of paragraph 8.4 of this Article.
- 8.2 The group classification are as follows:
- 8.21 Operations
  - 8.22 Grounds
  - 8.23 Warehouse
- 8.3 It is mutually recognized that the principle of proportional steward representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.
- 8.4 Any additional representation shall be subject to mutual agreement of the parties.
- 8.5 The Union will provide the Board of Education with the names of the stewards and officers upon election and appointment.

## ARTICLE 9

### SPECIAL CONFERENCES

- 9.1 Special conferences may be held between the representatives of the Board of Education and the Union upon request of either party. However, there shall be no denial of at least two special conferences per year per group. The time for the special conferences shall be as follows (including necessary travel time):
- 9.11 Operations Group                      2:30 P.M. to 4:30 P.M.



9.12 Grounds Group 2:30 P.M. to 4:00 P.M.

9.13 Warehouse Group 3:00 P.M. to 5:00 P.M.

9.14 Each party is limited to five representatives for special conferences.

9.2 Meetings may be extended by mutual agreement.

9.3 The purpose of the meetings will be to review the administration of the Agreement to resolve any problems that may arise.

9.4 These meetings are not intended to by-pass the grievance procedure.

9.5 It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on an equitable basis.

9.6 Should a mutually acceptable amendment of the Agreement result, such amendment is subject to ratification by the Board and the Union.

9.7 These meetings may be attended by the representative of the Union affiliate with prior notification of two working days to a representative of the Board.

9.8 All items to be considered as agenda items must be submitted to the other party in writing three working days prior to the special conference. If any agreement is reached between the parties on an agenda item, it will be reduced to writing and a copy submitted to the Union within three working days.

9.9 Safety problems and recommendations shall be a proper subject for special conferences.

## ARTICLE 10

### SUPPLEMENTAL AGREEMENTS

- 10.1** All proposed supplemental agreements shall be subject to Good Faith negotiation between the Board and Union. They shall be approved or rejected within a period of ten days following the conclusions of negotiations. The Board and the Union agrees that neither they nor their agents shall attempt to initiate any exceptions to this Agreement without re-entering negotiations. If exceptions, additions or deletions are agreed upon they will be subject to ratification by the Board and the Union.

## ARTICLE 11

### GRIEVANCES

- 11.1 DEFINITION** -- Any claim by the Union or an Employee, that there has been a violation, misinterpretation, or misapplication of the specific and expressed terms of this Agreement or of established rules shall be resolved through the procedure set forth herein.
- 11.2 GRIEVANCE COMMITTEE** -- The Board agrees to recognize a grievance committee, which shall be composed of the Chapter Chairperson, a Chief Steward and the Steward from the group classification in which the grievance originated. The party involved in the grievance must be present if requested by either party.
- 11.3 RETROACTIVE SETTLEMENTS** -- Settlement of grievances occurring due to unawareness shall not be retroactive to any date prior to the date of filing.
- 11.4 TIME LIMITS** -- The time limits specified for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual agreement of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved

grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal commencing with the expiration date of the Board's grace period for answering.

**11.5 INVESTIGATION OF GRIEVANCE** -- A steward may be allowed a maximum of one-half (1/2) hour at the beginning or end of his/her shift to investigate grievances upon notification and approval of his/her immediate supervisor. Neither the union steward nor any of the other employees shall engage in activities during working hours that detract from their productivity. At no time shall the total number of hours used by the Union in processing and investigating grievances exceed eight (8) hours per week. The grievance form shall indicate the name of the steward investigating the grievance and the approved released time from duty for the purpose of conducting the investigation.

**11.6** If in the opinion of the chapter chairperson, a supervisor unreasonably refuses time specified in 11.5, the Chapter Chairperson may position such refusal as an agenda item for a special conference.

## **ARTICLE 12**

### **GRIEVANCE PROCEDURE**

**12.1** If an employee or the Union, has a grievance, it shall be presented to the Board as follows:

**12.2 STEP 1:**

**12.21** Any employee who believes he/she has a grievance may present such grievance, on an informal basis, to the appropriate supervisor. One steward may be present at this informal meeting if requested by the employee.

**12.22** Each grievance shall be initiated within ten working days of the occurrence of the cause for complaint, or if neither the aggrieved nor the Union has knowledge of said occurrence at the time of its happening, then within ten working days after the aggrieved or the Union becomes aware of the cause for the complaint.

**12.23** The appropriate supervisor shall meet with the steward and/or the employee within four working days from receipt of notice of the alleged grievance. If the matter is not resolved on the informal basis, the matter shall be reduced to writing by the grievant or steward stating the articles and paragraphs of this Agreement or the rules that have allegedly been violated, a statement of the facts, the position of the employee and the restitution required from the Board by the Union. This written grievance shall be submitted to the appropriate supervisor within two working days of the informal meeting. The appropriate supervisor shall, within three working days of receipt of the written grievance, submit the disposition of the matter to the steward in writing.

### **12.3 STEP 2:**

**12.31** If the alleged grievance is not solved to the satisfaction of the employee and Union, the chief steward may submit the written grievance to the appropriate staff director within four working days of the Step 1 written response. The appropriate staff director shall meet with the steward and chief steward and the grievant, at their option, within four working days from receipt of the written grievance, to try to resolve the grievance. The appropriate staff director shall within three working days after the meeting submit the disposition of the matter in writing to the chief steward.

### **12.4 STEP 3:**

**12.41** If the written disposition is not satisfactory to the employee and the Union, the grievance may be submitted in writing by the

Chapter Chairperson of the Union to the Assistant Superintendent for Human Resources within five working days. The Assistant Superintendent for Human Resources shall meet within five working days with the Chapter Chairperson and the balance of the grievance committee. (This meeting may be attended by a Council and/or International Representative.) The Assistant Superintendent for Human Resources shall submit the written answer to the grievance to the Chapter Chairperson within five working days after the meeting. The Union representatives may meet on the Board's property at a place mutually agreed upon between the Union and Board for at least one-half hour immediately preceding the grievance meeting.

#### **12.5 STEP 4:**

**12.51** If the grievance is still not settled the Union may, within 30 calendar days after receipt of the written reply of the Assistant Superintendent for Human Resources, request arbitration by written notice to the Board. The arbitrator will be selected through the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue the decision within thirty calendar days after the conclusion of the testimony and argument. The petition for arbitration will be filed with the American Arbitration Association within 90 calendar days after receipt of the written reply from the Assistant Superintendent for Human Resources.

**12.52** The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement.

**12.53** Arbitration shall be conducted under the auspices of the American Arbitration Association and the conduct of said hearing shall be controlled by its rules. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half by the Board and one-half by the Union, and all other expenses shall be borne by the party

incurring them.

- 12.6 All Class Actions or dismissals shall automatically go to the Third Step of the Grievance procedure.
- 12.7 Extension of the timelines listed in Steps 1, 2, and 3 may be extended by the written mutual consent of the Board's representative and the union.

### **ARTICLE 13**

#### **DISCHARGE, SUSPENSION AND REPRIMANDS**

- 13.1 For just cause, the Board or its representative may reprimand, suspend with or without pay, demote or discharge an employee.
- 13.2 When an employee is given a suspension, disciplinary discharge, layoff, written reprimand and/or warning, which is to be affixed to the personnel record in any file, the Union and Employee shall be promptly notified in writing of the action taken.
- 13.3 An employee will have the right to remove material of a negative nature concerning his/her job performance that is over four (4) years old.

### **ARTICLE 14**

#### **SENIORITY**

- 14.1 Seniority shall be applied within a job classification and on a bargaining unit basis.
- 14.2 Job classification shall be as follows:
  - 14.21 Operations by job title
  - 14.22 Grounds personnel by job title



#### 14.23 Warehouse personnel by job title

- 14.3 Bargaining unit seniority shall be determined for each employee as of the anniversary date of last hire into the bargaining unit, with regard to fringe benefits (i.e., retirement, vacations, sick leave, etc.).
- 14.4 Job classification seniority shall be determined for each employee effective the first day assigned to the job classification and upon successful completion of the trial and/or probationary period.

In the event that two or more employees have the same seniority in a job classification, seniority will then be determined first by system-wide seniority and then if there is a tie by alphabetical order of surnames.

- 14.5 An employee who has moved from one job classification and moves back to their former job classification shall maintain their full bargaining unit seniority from date of last permanent hire in the Utica School District.
- 14.6 **PROBATIONARY EMPLOYEES** -- There shall be no seniority for probationary employees. New employees hired under this Agreement shall be considered as probationary employees for the first forty-five working days of their employment. When employees complete the probationary period, they shall be entered on the seniority list and shall rank for seniority from the original date of employment (first day worked). By mutual consent, additional probation, up to forty-five working days may be granted. If more than one employee is hired on the same day, seniority will be determined by alphabetical order of their surnames.
- 14.7 The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth in this Agreement. A probationary employee shall not be disciplined for union activity and, with that one exception, probationary employees shall not have access to the grievance procedure.



- 14.8 Probationary employees will not receive any fringe benefits during their probationary period, except appropriate holiday pay. However, they will accumulate sick days during such period, but may not utilize them until the completion of their probationary period.
- 14.9 When a custodial employee completes the probationary period as a new hire and is assigned to a building, they he/she must remain in that building for one calendar year from date of hire. This provision shall not prohibit an employee from promotional opportunities.

## **ARTICLE 15**

### **SENIORITY LIST**

- 15.1 The seniority list will be posted for each group classification each February and will show all employees of the job classifications, their names and seniority rank.
- 15.2 Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry, or dependents of the employee.
- 15.3 If from the date of posting of the seniority list, the list is not challenged by either party within seven actual working days, it will be deemed accepted as accurate.

## **ARTICLE 16**

### **LOSS OF SENIORITY**

- 16.1 *Employees shall lose their seniority for the following reasons:*
- 16.11 They quit or retire.
- 16.12 They are discharged and discharge is not reversed through the grievance procedure.

- 16.13** They fail to return to work within ten working days after the issuance by the Board of notice of recall by registered or certified mail to the last known address of such employee as shown by the Board's records.
- 16.14** They are absent from work five consecutive working days without advising the Board and giving satisfactory reasons to the Board for such absence.
- 16.15** They overstay a leave of absence, unless there are approved extenuating circumstances.
- 16.16** They give a false reason for a leave of absence or engages in other employment during such leave.
- 16.17** Falsification of the pre-employment application either by design or omission. This shall apply to all employees hired after July 1, 1998.
- 16.18** If an employee loses his/her driver's license for off duty conduct and the license is a qualification for the job, the employee will be placed on a non-compensable leave of absence until a bargaining unit position is available pursuant to his/her system-wide seniority that does not require a driver's license. This language shall not apply to on-the-job alcohol or drug related incidents. The Department of Transportation, Drug and Alcohol regulations will apply. The Utica Community Schools is a drug and alcohol free Employer as described in the District's policies, practices and procedures.

## **ARTICLE 17**

### **SENIORITY OF UNION OFFICERS**

- 17.1** Notwithstanding their position on the seniority list, the Chapter Chairperson, Chief Steward, and the Steward of each group classification shall, in the event of a lay off, be continued at work as

classification shall, in the event of a lay off, be continued at work as long as there is a job in the group classification which they can perform and shall be recalled to work in the event of a layoff on the first open job in their group classification which they can perform.

## ARTICLE 18

### LAY-OFF

- 18.1** The word "lay-off" means a reduction in the working force due to a decrease of work or of operating funds.
- 18.2** In the event of a layoff, the order of layoff shall be, first, temporary employees; next, probationary employees, next transferees who are still on probation in the job classification to be reduced; next, other employees within the job classification in accordance with their seniority.
- 18.3** The Board will provide employees with seven days notice prior to any layoff.
- 18.4** Any seniority employees removed shall be able to exercise seniority rights to bump:
- 18.41** Into a job classification they had satisfactorily held previously.
- 18.42** If they have not held a lower job classification within a group classification, they shall have the right to bump into the lowest job classification within the group classification.
- 18.43** An employee who has bumping rights as set forth above, shall have the right either to exercise the bump or to accept the layoff until recalled.
- 18.44** The least seniority employees who remain unplaced after the reduction in the required job classifications and bumping is completed shall be laid-off.
- 18.45** In the event of a building reopening, relocation, or closing, the displaced employee(s) will have the right to "bump" the least senior person(s) in their classification and work shift.

- 18.5 The above layoff procedure does not apply to the normal reduction of work force during the time school is not in session.
- 18.6 Ten month employees may choose to work during the summer if work is available in their job classification on a seniority basis. Custodians II may be called back to their normal location, on an individual building basis, ten working days prior to their normal starting date.

## ARTICLE 19

### RECALL

- 19.1 Laid-off employees shall be recalled in the inverse order of the layoff, the most senior employees shall be recalled to the first opening in the job classification from which the employee was laid-off or if they had bumped down from their original position in the reduction of the work force before being laid-off, to such former position. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Board and shall require that the employee report for work within ten days after delivery or proof of non-delivery. If an employee fails to report for recall, they shall be considered a quit, unless there are extenuating circumstances.

## ARTICLE 20

### ASSIGNMENT

- 20.1 Employees will be assigned work areas within the building or equipment in accordance with the needs of the Board. The provision shall be based on seniority.
- 20.2 When an employee works in a higher classification he/she will be paid the rate of the higher classification provided they work at least one day in the position. When this occurs, the employee will be paid for all time worked in the higher classification. When an employee works in a lower classification, he/she shall suffer no loss of pay.

- 20.3 Employees who are required to have a CDL to meet the qualifications of a job must provide evidence of a valid CDL. Employees required to renew their CDL during their employment with the Utica Community Schools will be reimbursed the cost of the CDL and required medical exam upon providing appropriate documentation.
- 20.4 The work currently being performed by the bargaining unit employees will continue to be performed by these employees.

## ARTICLE 21

### TRANSFER

- 21.1 In the event of an opening in Operations, Grounds or the Warehouse Departments, an employee shall be given the opportunity to request a transfer. In the event an employee is accepted for a position through this procedure, their previously held position will be posted.
- 21.2 All newly created positions or vacancies shall be posted in a conspicuous place in each school building and in the Grounds and Warehouse Departments at least five working days prior to filling such vacancy. The posting will indicate the shift and hours of work.
- 21.3 If an employee's request for a transfer, or demotion, is granted, the employee must remain in this position for at least one calendar year. A transfer does not prohibit an employee from promotion.
- 21.4 If an employee accepts a position not included in the unit and is thereafter transferred again to a position within the unit, he/she shall have his/her accumulated seniority frozen as of the day he/she leaves the unit. Upon return, the employee shall be reinstated in the same classification held before transferring out of the unit. The time spent out of the bargaining unit will not be counted toward seniority within the unit; however, total years of service with the Board of Education will be counted in computing the employee's fringe benefits.

21.5 Temporary transfers shall be allowed for training purposes or to meet an emergency. Employees so transferred shall receive the higher of their former job rate or the rate of the job to which they are transferred. A transfer of this type is temporary in nature and shall last only to the extent of the emergency.

21.6 In order of seniority a full time custodian in a given building shall have the right of first refusal for assignment as head custodian while that position is temporarily vacant.

## ARTICLE 22

### PROMOTIONS

22.1 **DEFINITION OF PROMOTION:** Promotion is an upward change in job classification which results in additional, using the first step, compensation for additional responsibilities.

22.2 Promotions within the bargaining unit shall be made on the basis of seniority, experience, competency, qualifications, and attendance. When experience, competency, qualifications and attendance are relatively equal, the applicant with the greater seniority shall be given preference.

The Board shall have the right to determine qualifications for the positions. The Union may have the right to the grievance procedure if the qualifications are not in accordance with the responsibilities of the position.

22.3 Vacancies will be posted for a period of five working days in a conspicuous place in each building, listing the qualifications required for the posting. Vacancies will be filled within ten working days from the closing of the bid, with the exception of filling positions in new buildings. The Chapter Chairperson will receive a notice of all applicants and a notice of the employee receiving the position.



- 22.4 Employees interested in the vacancy shall state their interest in writing within the five working day posting period.
- 22.5 The employee receiving the promotion shall receive a forty-five working day trial period in the new job classification. During the trial period, the employees shall receive the rate of pay of the job they are performing. Successfully promoted employees shall remain in their new position for at least one calendar year before transferring. The employee shall not, however, be prohibited from a promotion.
- 22.6 Promoted employees shall have the right during the trial period to revert back to their former job classification and at the option of the Board they may also return to their former location. In addition, the Board shall have the right to revert the employees back to their former job classification and location if in its opinion the employees' performance is unsatisfactory. In such cases, written notice of the unsatisfactory performance will be given to the employee, with a copy to the Union.
- 22.7 If an employee accepts an opening through this procedure and then reverts back to his/her former job classification at his/her request, the employee will forfeit the right to bid on the same promotional opening for a period of one calendar year.
- 22.8 Employees on vacation, sick leave or other paid leaves of absence, shall have the responsibility of notifying Human Resources of their interest in promotional opportunity. Those employees so notifying Human Resources shall receive notice of vacancies by post card. Employees on unpaid leaves of absence shall not be considered for promotion unless they can fill the position within fifteen (15) days.
- 22.9 When a vacancy occurs in a school building that is brought about through illness, leaves of absence or a trial period pertaining to promotion, it shall be filled at the option of the Board by an employee within the building, a grounds person, or a substitute.

## ARTICLE 23

### WORKING HOURS

- 23.1** The normal work schedule shall be Monday through Friday. The normal work week for computation of overtime is Monday, 4:00 A.M. to the following Monday, 4:00 A.M.
- 23.2** The regular full working day shall, for the first, second and third shifts, consist of eight hours per day, with a minimum of one-half hour off for uninterrupted lunch, not included in the eight hour work period. Every shift shall have a definite starting and quitting time for each building and department. Employees shall be eligible for a fifteen minute rest period in the first and second half of their shift.
- 23.3** All shifts shall be established at the beginning of each school year and will remain in effect (except in emergencies, new school openings, double shifts, any change etc.) for the duration of the of the school year.
- 23.31** If there is no construction or scheduled activity in a building then Operation employees shall work a 7:00 a.m. to 3:30 p.m. shift during the summer.
- 23.4** For the purpose of determining shift premium the following will apply:
- 23.41** First shift is any shift that regularly starts on or after 4:00 A.M., but before 9:00 A.M.
- 23.42** Second shift is any shift that regularly starts on or after 9:00 A.M., but before 7:00 P.M.
- 23.43** Third shift is any shift that regularly starts on or after 7:00 P.M., but before 4:00 A.M.
- 23.44** Grounds personnel assigned to the #2 or #3 shift shall receive the appropriate shift premium.

**23.5 For Grounds Personnel Only:**

**23.51** Grounds personnel who are assigned the 4:30 A.M. to 1:00 P.M. shift shall receive shift premium of \$ .30 per hour for the period of the assignment.

**23.52** The establishment of the Grounds Department shift shall be independent of the provisions specified in sections 23.3 and 23.4 of this Article.

**ARTICLE 24**

**JOB DESCRIPTIONS**

**24.1** The job descriptions for the positions noted in the wage rate section on page 31 are included in Appendix B of this Agreement.

**24.1** A custodian may on occasion such as vacation periods, do the tasks of a head custodian; a head custodian may at times do the work of/or work with a custodian; groundsperson may on occasion do the tasks of a custodian, etc.

## ARTICLE 25

### VETERANS

- 25.1 Reinstatement and re-employment rights of veteran employees shall be governed by applicable Federal and State Laws.
- 25.2 Employees who are reinstated in accordance with the "Universal Military Training Act" as amended, and other applicable laws and regulations, shall be granted leaves of absence without compensation, but with continuance of seniority for a period not to exceed their seniority, at commencement of leave, in order to attend school full time under applicable Federal laws then in effect.

## ARTICLE 26

### LEAVES OF ABSENCE

- 26.1 Leaves of absence for reasonable periods, not to exceed one year (except for item 26.42, where leave shall be granted not to exceed two years) shall be granted without loss of seniority upon written request for:
- 26.2 **SENIORITY ACCUMULATIVE AND INSURANCE BENEFITS CONTINUING --**
- 26.21 Non-Compensated Disability Leave: Upon exhaustion of paid sick days the employee will be notified to apply for a leave of absence if they are not able to return to work. All accumulated sick days shall be used prior to an employee being placed on leave of absence for illness.
- 26.22 Consent Leave: All leaves other than those provided for in the above sections may be granted when possible and shall be for a definite period with a specific termination date. Employees being granted such leaves shall be required to report for duty upon the termination thereof. Denial of consent leaves shall not be a matter for the grievance procedure. Consent leaves for

Custodian I employees are leaves for not less than five days, but not more than forty consecutive working days. Consent leaves for Custodian II are leaves for not less than 2 days, but not more than forty consecutive working days. Consent leaves are limited to three leaves concurrently. Date of application shall prevail in cases of more than three employees requesting such leave.

**26.3 SENIORITY ACCUMULATIVE AND INSURANCE BENEFITS NON-CONTINUING--**

**26.31** Prolonged illness in immediate family: Spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, and a relative living and making their home in the employee's "immediate family".

**26.4 FIXED SENIORITY AND INSURANCE BENEFITS NOT CONTINUING -**

**26.41** Service in governmental agency, state or nationally recognized professional, labor, social or fraternal organization which the employee has been formally designated to represent.

**26.42** Serving in an appointed or elected position with the Council or International Union.

**26.5 CAREER CHANGE LEAVE OF ABSENCE -**

**26.51** Bargaining unit members may request a career change leave of absence. The conditions governing this leave are as follows:

**26.511** Minimum of ten (10) years seniority.

**26.512** Request must be submitted prior to May 1st.

**26.513** Seniority shall be fixed and benefits suspended.

**26.514** Leaves are not permitted for the purpose of changing bargaining units within the Utica Community Schools.

**26.515** Leaves are not permitted for the purpose of working for another agency and/or employer in classifications (jobs) represented by this bargaining unit.

**26.516** Leaves shall be granted for a period of not less than six (6) months or more than one (1) year, or the end of the fiscal (June 30) year whichever comes first.

**26.517** The granting or denial of the Career Change Leave shall not be a matter for the grievance procedure.

26.6 Up to ten (10) days annually of unpaid leave will be granted to local Chapter officers, one at a time, for the purpose of carrying on union business out of the district. Exceptions to the above can be requested through the Assistant Superintendent for Human Resources whose decision is final and not grievable.

## **ARTICLE 27**

### **VACATIONS**

**27.1** An employee shall be eligible to receive accrued vacation benefits after attaining seniority employment as a full time, permanent, twelve month classified employee.

**27.10** All vacation forms shall be sent back to the requesting employee within 15 days upon receipt.

**27.11** Employees who qualify to accrue vacation allowance but work less than 8 hours per day shall earn vacation on a pro-rated basis.

**27.12** Vacation allowance earned on a pro-rated basis shall be used as earned.

27.2 An employee shall earn credits toward vacation with pay in accordance with the following schedule based on the employee's anniversary date of hire and the end of the fiscal period - June 30th.

27.21 5/6th of a day per month

The first five completed anniversary years of an employee for vacation purposes, shall be calculated at the rate of 5/6th of a day per month worked, up to a maximum of ten days per fiscal year.

27.22 1-1/4th days per month

From the completed fifth anniversary year of work to the completed twelfth anniversary year, vacation shall be calculated at a rate of 1-1/4 days per month worked up to a maximum of fifteen days per fiscal year.

27.23 1-2/3rd days per month

From the completed twelfth anniversary year, vacations shall be calculated at a rate of 1-2/3rds day per month worked up to a maximum of twenty days per fiscal year.

27.24 2-1/12th days per month

From the completed twentieth anniversary year, vacations shall be calculated at a rate of 2-1/12th days per month worked up to a maximum of twenty-five days per fiscal year.

27.3 In calculating vacation earned, credit will be given if an employee works at least the majority of the scheduled working days in that month. In addition, vacation shall be calculated to the nearest whole day, with .5 or more being considered a whole day and anything less than .5 being dropped.

27.4 It is desirable that vacations be taken during summer vacation or when school is not in session, such as Thanksgiving, Christmas or Easter. However, vacations, or portions of vacations should be completed one week prior to opening of school in the fall. This provision does not preclude the appropriate staff director to consider vacation requests at other times of the year as long as in their judgment,



respective operational assignments are adequately covered.

- 27.5 Vacations shall be taken in a period of consecutive days except vacations may be split into one or more weeks providing no scheduling shall, in the judgment of the appropriate staff director, detrimentally affect operation assignments.
- 27.6 When a holiday is observed by the employer during an employee's scheduled vacation, the vacation shall be extended one day per holiday.
- 27.7 A vacation may not be waived by an employee and extra pay received, provided however, if an employee becomes hospitalized or totally disabled and under the care of a duly licensed physician during their vacation, their vacation shall be rescheduled. In the event such disability continues throughout the year, they shall be awarded payment in lieu of vacation.
- 27.8 Choice of vacation time shall be governed by classification seniority. However, each Head Custodian shall schedule the vacations of the custodians within their building for submission to the appropriate staff director, so that operational assignments shall not be detrimentally affected.
- 27.9 If an employee is laid off, retired, or terminates employment, they shall receive any unused vacation credit including that accrued in the current calendar year. Accrual will be based upon number of months worked during the current fiscal year. Employees shall be paid their current wage while on vacation and will receive credit for any benefits provided for in this Agreement during such time.

## **ARTICLE 28**

### **HOLIDAYS**

- 28.1** An employee whose regular work schedule, as defined by the school calendar, includes any or all of the following days, and who is on duty the complete scheduled work day immediately prior to and the complete scheduled work day immediately after the holiday, shall receive a holiday with pay at the employee's current regular wage for such day: New Year's Day, Good Friday, Easter Monday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, one full day immediately preceding Christmas, Christmas Day, day after Christmas, and the full day preceding New Year's Day.
- 28.2** Should a holiday fall on Saturday, Friday shall be considered as a holiday and Thursday will be the day before the holiday; should a holiday fall on Sunday, Monday shall be considered as a holiday and Friday will be the day before the holiday.

## **ARTICLE 29**

### **CHAPTER LEAVE**

- 29.1** The Chapter Chairperson, or designated representative, shall be allowed up to three days, depending on travel time, in the event of death of a member of the Local Chapter for the exclusive purpose of attending the funeral.

## **ARTICLE 30**

### **JURY DUTY**

- 30.1** An employee who serves on Jury Duty will be paid the difference between their pay for Jury Duty and their regular pay.
- 30.2** When an employee is identified for Jury Duty but is not scheduled for attendance at court, they shall report for duty and make themselves available for assignment.

## ARTICLE 31

### WORKER'S COMPENSATION

- 31.1 In the event an employee loses time as the result of an on the job injury, they will be compensated as provided by the Michigan Worker's Compensation Act.
- 31.2 An employee on disability leave of absence due to an on the job injury may draw from their accumulative sick leave an amount equaling the difference between the amount received under Worker's Compensation and that which they earned at the time of their injury on a straight time basis.
- 31.3 The portion of sick leave to be deducted will be rounded off to the nearest 1/2 day based on the daily amount paid to the employee.
- 31.4 An employee unable to work due to an on the job injury must request an appropriate leave of absence as specified in Article 26, Section 26.1 of this Agreement.
- 31.5 It is understandable that it is possible for an individual to be receiving worker's compensation benefits after their employment with the Utica Community Schools has been terminated.

## ARTICLE 32

### USE OF BUILDING

- 32.1 No extra work-hours shall be paid for any program being conducted during the time when custodians are normally in attendance or on duty. The building principals may authorize additional work hours if they deem it necessary.
- 32.2 When the facilities are leased to an outside group, a custodian will be on duty.

- 32.3** When the facilities are in use for a school sponsored activity and when the custodians are not normally on duty, necessary overtime will be determined by the building principal and/or the Operations Department.

### **ARTICLE 33**

#### **UNION CONVENTION ATTENDANCE**

- 33.1** The Board will provide full pay for five days for one individual upon prior notice, to attend the International Convention and the A.F.L. - C.I.O. State Convention in their respective convention years.
- 33.2** Paragraph 33.1 is applicable only when the employee attending the convention for the Union would normally be scheduled for work.
- 33.3** Leave without pay, for a maximum of one individual, at any one time, will be granted for a maximum of five days upon prior notice for the purpose of Union convention or conferences.

### **ARTICLE 34**

#### **BULLETIN BOARDS, BUILDING USE AND MAIL**

- 34.1** The employer agrees to provide a designated section of a bulletin board in each building and/or appropriate department which may be used by the Union for posting notices of the following type:
- 34.11** Notice of Union recreation and social events.
- 34.12** Notice of Union elections.
- 34.13** Notice of Union results of elections.
- 34.14** Notice of Union meetings.
- 34.2** The Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be

arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the School District.

- 34.3 It is mutually understood and agreed that no Union activities will be carried on during working hours or on the school premises.
- 34.4 The Union shall also have access to the inter-school mailing system for distribution of notices to be posted. A copy of all notices will be forwarded to school administration.

### **ARTICLE 35**

#### **BUILDING RESPONSIBILITY**

- 35.1 The Head Custodian is charged with the operational responsibility of their assigned building, along with the proper scheduling of work during the school year and other related duties necessary for the efficient operation of the school building as may be assigned by their principal.

### **ARTICLE 36**

#### **OVERTIME**

- 36.1 General:
  - 36.11 Hours worked in excess of eight hours per day or forty hours worked per week shall be compensated at time and one-half. All hours worked on Sunday will be paid at double time. Double time will be paid for all hours worked on holidays plus holiday pay.
  - 36.12 All compensable leave days will be counted as days worked for the computation of overtime. Probationary employees are not to be assigned overtime unless the regular employees of the building or department are all working or not available.

**36.13** An emergency is an incident that occurs that is beyond the control of the school district and is for a short period of time, but in no case shall extend beyond the time necessary to provide a safe and healthy condition. No employee will be kept on an emergency status longer than the immediate emergency exists.

**36.2 Overtime in Building:**

**36.21** Overtime hours shall be divided as equally as possible among employees in their buildings.

**36.22** A seniority employee transferred from one school or classification to another shall be charged with the highest number of hours of the workers in that school or classification and from that point assume their regular overtime turn.

**36.23** A probationary employee shall be placed at the bottom of the overtime list and upon completing their probationary period be credited with the highest number of hours of the workers in that school or classification and from that point, assume their regular overtime turn.

**36.24** If an employee is absent and their work must be covered through overtime by operation employees in the building, the employee who is absent shall be charged with the highest amount of overtime worked by one employee.

**36.25** If an employee is absent or refuses overtime, they shall be charged the number of overtime hours they would have worked.

**36.3 Overtime Outside of Building - Bargaining Unit Wide:**

**36.31** A rotating work list shall be maintained listing Operations, Grounds and Warehouse personnel interested in working overtime outside their school and/or department.

**36.32** Whenever more operation personnel than those already assigned to a school are required, additional help will be selected on a rotating basis from this list.

**36.33** All operation employees desiring to work overtime outside of their buildings will sign up on the overtime list. The chief steward will be provided with an up-to-date list at the end of each month showing the names of the employees who received the overtime and the dates they were called. This will be a continuous list to be carried forward from year to year.

**36.34** Employees assigned overtime out of their school will not be charged for overtime within their school, but rather, on the rotating work list maintained by the Operation Supervisor.

**36.35** Employees assigned overtime on a weekly basis shall, if absent or if they refuse anytime during the week, be charged with the overtime hours.

**36.4** New Buildings:

**36.41** Overtime required for preparation of new buildings for occupancy is not to be assigned by the above procedure. The following will be used:

**36.411** Overtime which occurs during the work week, Monday through Friday, will first be assigned to the men assigned to the building. Overtime for Saturday, Sunday or holidays shall be assigned to seniority employees within the building, then assigned to seniority employees within the operation classification on bargaining unit basis.

**36.412** The Head Custodian will be given the first opportunity to work when work is being performed in the building they are assigned. In the absence of the Head Custodian, administration will designate one of the employees assigned to act as Head Custodian.



**36.413** Employees assigned to weekend overtime shall be assigned to the total block overtime to be authorized.

**36.5** Grounds and Warehouse Department Overtime:

**36.51** All overtime within the respective Grounds and Warehouse Department, will be on rotating basis according to seniority and equalized among all employees within each job classification.

An employee who is absent or refuses overtime when it is their turn to work will be charged with the highest amount of overtime worked by one employee for that period.

**ARTICLE 37**

**SICK LEAVE**

**37.1** Each employee covered by this agreement shall accumulate one day of sick leave allowance for each month the employee receives pay in their regular yearly position. Unused sick leave shall accumulate without limitation and be designated as "accumulated sick leave allowance". When leave is exhausted, such employee shall not accrue any more days unless working.

**37.10** Abuse of the Sick Leave article, including patterned absences, will result in discipline.

**37.2** An employee's absence shall be chargeable to their accumulated sick leave allowance. An employee while on sick leave shall be deemed to be on continuous employment for the purpose of computing all benefits, including seniority and earned vacation referred to in this Agreement.

**37.3** Two of the accumulated sick leave days may be used annually for business leave to conduct business that cannot be conducted at anytime other than during working hours. Application for use of a business leave day must be submitted to Human Resources not less

than three working days prior to the date requested. This request must state the reason and receive the approval of the employee's supervisor and final approval of the Assistant Superintendent for Human Resources. Business leave days may not be taken immediately prior to, or subsequent to, paid holidays or vacation periods except in emergencies.

**37.4** One of the accumulated sick leave days may be used annually as a leave day without specificity to all employees. Application must be made at least three working days prior to the date of the leave. Not more than two percent of the group classification of Operations, Warehouse and Grounds employees will be excused under the provision in any day. Personal leave days may not be taken immediately prior to or subsequent to, paid holidays or vacation periods except in emergencies.

**37.41** Priority will be determined by date of receipt or request to the Human Resources Office.

**37.42** Forms for both leaves will be available at the Warehouse and Grounds Building and each school building. They must be submitted through the immediate supervisor or building principal to the Human Resources Office.

**37.5** An employee shall be allowed three (3) consecutive days, and may be allowed two (2) additional days depending on travel time required, as bereavement days. Bereavement days are not deducted from an employee's sick leave accumulation and are for use in case of a death in the employee's immediate family. Immediate family shall be defined as: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, grandparents, grandparents-in-law, grandchildren, current brother-in-law, current sister-in-law or a member of the employee's household.

**37.51** Family Illness:

**37.511** An employee may use up to a total of three (3) days annually of their accumulative sick days for bona fide

pressing need due to illness of their spouse, children or parent.

- 37.6 An employee shall not accumulate a day of sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
- 37.7 When an employee is not working because of illness and utilizes their sick days, they are on sick leave.
- 37.8 The employer may request an employee to secure a doctor's clearance upon returning from use of sick leave, at the Board's expense.
- 37.9 One-half of the employee's current wage shall be paid by Christmas, each year, for days accumulated beyond one hundred days and not used.
- 37.91 Effective July 1, 1995, upon retirement by a bargaining unit member from the Utica Community Schools or the Michigan Public School Employees Retirement System, the employee will be compensated for those accumulated sick leave days in excess of fifty (50) at the rate of \$40 per sick leave day.

## ARTICLE 38

### UNIFORMS

- 38.1 Uniforms shall be provided by the Board to Operations, Warehouse and Grounds personnel. (Custodian II uniforms will be available after July 1, 1999.)
- 38.2 There shall be five uniforms issued to Operations and Warehouse employees with two changes furnished per week; seven uniforms issued to Grounds employees with three changes per week; two coveralls may be obtained in addition to regular uniforms for Grounds employees if requested. Groundsperson will be provided winter jackets bi-annually. Groundsperson - coveralls - 1 change per week.

**38.21** A joint committee of management and the union will be formed within 60 days of ratification for the purpose of investigating and selecting appropriate foot wear for the respective job classifications of this bargaining unit.

**38.22** Employees may purchase work shoes from the approved list of vendors or the shoemobile, in April of each school year. Reimbursement is up to \$65 for shoes or up to \$70 for boots.

**38.3** Uniforms will be required of employees while on duty.

**38.4** Upon separation, employees shall return their uniforms to their supervisor.

## **ARTICLE 39**

### **Staff Development**

**39.1** Employees who have attended and completed operation courses approved by the board and recommended to improve the employee's on-the-job ability, shall receive an additional one hundred ten dollars (\$110) per year for each one hundred (100) hours of credits that an employee accumulates up to a maximum of five hundred (500) hours.

**39.2** In-service programs will be instituted for all classifications. These meetings will be credited according to the terms of Article 39, of the current agreement. A registration sheet will be sent to all buildings listing the topic of discussion, the date and the site. This will be a pre-registration form to be signed by the employee of their intent to attend. All in-services will be held on Saturdays from September through May, one Saturday per month. A minimum of thirty (30) pre-registrations will be required before the in-service is scheduled. If less than twenty (20) employees are present at a scheduled in-service, it will be canceled.

**39.3** An employee must receive prior written approval for attending courses other than those provided by the appropriate staff director of

the Utica Community Schools to qualify for compensation provided for in 39.1.

## ARTICLE 40

### 40.0 BENEFIT PROVISIONS

**40.1 DISABILITY BENEFIT--** Long term disability benefit shall be provided each employee working an average of fifteen hours per week, after 180 days of disability and will continue for a period of five (5) years, or retirement under the Michigan Public School Employees Retirement Act, or until age seventy or death, whichever comes first. This coverage will be for sixty-six and two thirds percent (66 2/3%) full integrated basis of monthly salary with a ceiling of \$1,500 per month. Employees wage shall be fixed as of the date of disability.

### 40.2 BLUE CROSS-BLUE SHIELD AND DEATH BENEFIT

**40.21 PLAN A -** Plan A - Employees who wish Blue Cross-Blue Shield Community Blues Group Benefits Certificate Plan 1, AFSP, BMT, ESRD, FC, GCO, GLE1, HMN, ICMP, PTFS, PTS, RAPS, SD, SUBR02, XVA, Preferred RX prescription Drug Program, DP-CR-\$5.00, MOPD-1, full family coverage. These employees will also receive \$12,000 group term life insurance coverage, including accidental death and dismemberment.

**40.22 PLAN B -** Employees who do not wish Blue Cross-Blue Shield protection: \$17,000 group term life death benefit coverage, including death and dismemberment.

**PLAN C -** Any employee who present evidence of health insurance from any other source (i.e. other than the Utica Community Schools) shall be entitled to an annual amount of \$1,000 to be paid in two (2)

installments of \$500.00 each: the first pay in December and final pay in June. This plan must have a minimum of two participants in order to be implemented.

If an employee elects Plan C and loses his/her health insurance during the school year, the employee may enroll in the district's health insurance, based on his/her date of hire, (Plan A) by presenting a letter from the spouse's employer indicating he/she has involuntarily lost his/her health insurance.

**40.23** Full payment will be made for persons working at least five hours per day, who are fully employed by the School District.

**40.24** If an employee's hours are reduced by the School District, the same hospitalization coverage will be maintained for the remainder of the fiscal period for the employee. If an employee requests a reduction in hours, hospitalization coverage will be handled accordingly.

**40.25** Once an employee has separated service, the School District will automatically cease paying for hospitalization coverage in the month following, except in the case of a leave of absence for illness where coverage is as outlined below:

### **40.3 Dental Coverage -**

**40.31** Full payment will be made for persons working at least five hours per day, who are fully employed by the School District.

**40.32** All employees will be provided a dental plan equal in nature to the Delta Plan "A" 75/25% Class I and Class II 50/50% benefits, with benefits fully coordinated. The carrier for the coverage shall be determined by the Board of Education.

**40.33** "Benefits fully coordinated" means that the dental plan is not available to employees who are covered by a dental plan which is equal to or superior to the plan offered herein. This applies to coverage from other employers or the Utica Community Schools.

**40.4 Vision Care Program -**

**40.41** Full payment will be made for persons working at least five hours per day, who are fully employed by the School District.

**40.42** All employees will be provided a co-pay vision care program equal in nature to MEA Vision Plan Vision VSP-2 . The carrier for coverage shall be determined by the Board of Education.

**40.5 Hospitalization and term life insurance coverage for leaves of absence:**

**40.51 Disability Leave:**

**40.511** Hospitalization coverage to the extent of the leave of absence.

**40.512** Dental and Optical Insurance coverage extends one month after the month the leave commences.

**40.513** Term life and disability insurance coverage to the extent of the policy or to meet the requirements of federal regulations.



## ARTICLE 41

### WAGE RATES

#### 41.1 Fiscal year and upon ratification to June 30, 2002

	7/1/98 Thru 6/30/99	7/1/99 Thru 6/30/2000	7/1/2000 Thru 6/30/2001	7/1/01 Thru 6/30/2002
<b>41.2</b> <u>Operations</u>				
Custodian I	12.33	12.64	12.96	13.28
End of Probation	12.49	12.80	13.12	13.45
2nd yr/over	14.51	14.88	15.25	15.63
3rd yr/over	15.11	15.49	15.87	16.27
Custodian II	11.14	11.42	11.71	12.00
End of Probation	11.28	11.56	11.85	12.15
2nd yr/over	13.39	13.72	14.06	14.41
3rd yr/over	13.94	14.29	14.65	15.02
Shift Leader Cust. I	15.22	15.60	15.99	16.39
2nd yr/over	15.54	15.93	16.33	16.74
Elem. Head Cust. I	15.60	15.99	16.39	16.80
2nd yr/over	15.69	16.09	16.49	16.90
Jr. H.S. Head Cust. I	15.79	16.18	16.58	16.99
2nd yr/over	15.90	16.30	16.70	17.12
Sr. H.S. Head Cust. I	15.98	16.38	16.79	17.21
2nd yr/over	16.09	16.50	16.91	17.33
<b>41.3</b> <u>Grounds Department</u>				
Groundsperson	15.21	15.59	15.98	16.38
2nd yr/over	15.61	16.00	16.40	16.81
Head Groundsperson	15.85	16.24	16.65	17.07
2nd yr/over	16.33	16.74	17.16	17.59

**41.4** Warehouse Department

Storekeeper	15.21	15.59	15.98	16.38
2nd yr/over	15.61	16.00	16.40	16.81
Storekeeper Leader	15.85	16.24	16.65	17.07
2nd yr/over	16.33	16.74	17.16	17.59

**Note:** All employees covered by this Agreement are placed under the Employer Contributed School Employee Retirement Program.

All new employees hired prior to July 1, 1995 shall be kept on the salary steps in existence in the prior contract (July 1, 1992 to June 30, 1995) until they reach the 2nd year/over salary step. Promoted employees are placed on the first step of their new classification.

**41.5 SHIFT PREMIUM:**

The following shift premiums will be paid to employees who work any of the listed shifts:

Early Shift (Grounds Dept.)	- \$ .30 per hour
Second Shift	- \$ .30 per hour
Third Shift	- \$ .35 per hour

**41.6 LONGEVITY:**

After eight years	- \$ .10 per hour
After twelve years	- \$ .10 per hour
After fifteen years	- \$ .20 per hour
After twenty years	- \$ .20 per hour
After twenty-five years	- \$ .05 per hour

**41.7 MINIMUM PAY:**

Two hours shall be allowed to Operation and Grounds Employees who are called into work and are either sent home or reassigned. If

employees are required to use their own automobiles in the fulfillment of their duties they will be compensated at the mileage rate as established by the Board of Education.

**41.8 CALL IN PAY:**

A minimum of two hours shall be allowed to custodian and/or grounds employees who are called in to "open or close" a school building.

**41.9** Custodian II's may receive pay in 21 or 26 pays. It shall be their responsibility to notify the Payroll Department, in writing, if they desire to change their number of pays.

**ARTICLE 42**

**RULES AND REGULATIONS**

**42.1** From time to time, the Employer may establish or revise its rules and regulations governing the employees. Such rules and regulations are necessary to insure an orderly performance of work and functioning of the schools.

**42.2** When new rules are established or existing rules are revised they shall be posted prominently on all bulletin boards for a period of one week before becoming effective. The Union shall be given prior written notice of changes in all additions to such rules and regulations.

**42.3** The Employer shall prepare and post on the bulletin board, at least once a year, a listing of its rules and regulations.

**ARTICLE 43**

**STRIKE AND LOCK OUT**

**43.1** No strike of any kind shall be caused or sanctioned by the Union during the terms of this Agreement.

**43.2** No lock out of employees shall be instituted by the employer during

the terms of this Agreement.

## **ARTICLE 44**

### **RATIFICATION**

- 44.1** The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them. It is further agreed that the negotiating team will recommend to the employees that it be ratified.
- 44.2** The Administration agrees to submit this Agreement to the Board for ratification by them. It is further agreed that the negotiating team of the Board will recommend to the Board that it be ratified.

## **ARTICLE 45**

### **AMENDMENTS AND TERMINATION**

- 45.1** This Agreement shall commence July 1, 1998 and shall continue in full force and effect until June 30, 2002 when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty or more than one hundred twenty days prior to June 30, 2002.
- 45.2** This Agreement has been negotiated and executed and shall be controlled by all applicable laws, including any amendments that may hereafter be made during the life of the Agreement, and wherever the terms of this Agreement are found to be in conflict with the provisions of the law, the parties hereto agree to proceed to renegotiate such conflicting provision, or provisions, and until such renegotiation has been completed, such provision, or provisions, in conflict shall be void.

## LETTER OF UNDERSTANDING

(RE: Leasing of Utica Community Schools Facilities)

Due to economic condition affecting the school district it has come necessary to consolidate school enrollment and consequently change the use of certain school facilities. When school facilities are leased the lease shall provide a statement concerning the responsibilities for providing operation, ground and warehouse services to the leased facility. This lease agreement shall determine whether these services be provided by Utica Community School personnel or personnel employed by the lessee.

## MEMORANDUM OF UNDERSTANDING

RE: Route Assignment - Warehouse Divisions

Route assignments shall be made on the basis of classification seniority within the Warehouse Department.

Seniority route assignment shall govern assignments in the following situations:

- a) A new route is added to the department.
- b) A current route is revised to the extent that three or more locations are changed or added.
- c) Additional or replacement personnel permanently assigned to the classification.
- d) A current route is deleted.

Seniority route assignments shall not govern assignments in the following situations:

- a) When substitute personnel are assigned.
- b) Revision of assignment by mutual consent of the parties involved.
- c) Temporary transfers for training and/or up-grading.
- d) Assignment of routes during non-school periods (holiday and summer).

## LETTER OF UNDERSTANDING

1. Utica Community Schools will be responsible for the selection, training and certification of those employees using pesticides and weed killers.
2. All Licenses/Certifications required by the employer for employees will be paid for by the employer upon the employee obtaining said license or certification.
3. Those employees selected will hold that responsibility for the tenure of their certificate.
4. Employee's selected may be required to alter their work schedule to accommodate using the pesticides and weed killers. This will not qualify the employee for overtime.
5. Employees will receive \$ .05 per hour for each certificate required by the District.
6. Employees selected will have two (2) attempts to pass the test within a ten (10) week period. If they fail both attempts, someone else will be selected and hold that position for the length of their certificate. Those failing twice must wait at least one year before they may re-take the test.
7. Any interested employee may attend the training sessions without loss of pay. The district will determine which training session applicants may attend.
8. Any employee may become certified at their own expense. If at some later date they are selected by the district for a position requiring certification, they will be reimbursed for the cost of the certificate if the certificate is still valid.

## Letter of Understanding

Operations, Grounds and Warehouse personnel will be able to participate in the Direct Deposit payroll program developed by the Utica Community Schools.



## Memorandums of Agreement

As a result of bargaining discussions the following agreements are understood by both parties:

1. Pursuant to Article 16.17, it is agreed that current employees will be grandfathered under the language of the Collective Bargaining Agreement (1995-98). So, employees hired before July 1, 1998 will be governed by the two year window.
2. All Articles will be retroactive to July 1, 1998.
3. The Union is aware of the District's practice of needing a doctor's note after three (3) days of absence and for each two (2) week period that the employee is off.
4. A Custodian II representative will sit with the Operations Department to recommend a uniform to be supplied to all Custodian II's.
5. The District will entertain suggestions that may facilitate the obtaining of a CDL for employees interested in securing one. If the District determines that the implementation of a suggestion is feasible, it will notify the union of the implementation timeline.
6. Beginning in January 1999 representatives from the administration and the bargaining unit will meet for the purpose of updating job descriptions. Descriptions will be written for each classification with union representation from that classification. There will be an equal number of representatives from the administration and the union. When all job descriptions are completed, they will be submitted to the union membership for ratification. Upon ratification the new job descriptions will become part of the Collective Bargaining Agreement. This task is to be completed by July 1999. Should the updated job descriptions not be ratified, the committees will reconvene for the same purpose until such time as updated descriptions are adopted.
7. The Union and the District will form a joint committee to deal with the issue of excessive absences and abuse of sick leave. The committee will be composed of an equal number of representatives from each group, not to exceed six total. This committee shall begin meeting during the second semester of the 1998-99 school year and shall make any recommendations and/or before October 1, 1999.

For the Union:



Bob McPhee  
Chapter Chair  
Operations, Grounds and Warehouse

Date:

For the District:



Dave Berube  
Assistant Superintendent  
Human Resources

Date:

THE INTERNATIONAL UNION OF  
THE AMERICAN FEDERATION  
OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES,  
COUNCIL #25, AND ITS AFFILIATE  
LOCAL #1664

BY: James Randall  
James Randall, Council #25

Bob McPhee  
Bob McPhee, Chapter Chairperson

Marty Mattucci  
Marty Mattucci

Dan Murphy  
Dan Murphy

Bernadine Wendt  
Bernadine Wendt

Nancy Strong  
Nancy Strong, Local 1664

THE BOARD OF EDUCATION  
UTICA COMMUNITY SCHOOLS  
MACOMB, COUNTY, MICHIGAN

BY: Carol Klenow  
Carol Klenow, President

Kevin Lohmeier  
Kevin Lohmeier, Vice President

Greg Wojtovich  
Greg Wojtovich, Secretary

Steve Truman  
Steve Truman, Treasurer

Gene Klida  
Gene Klida, Trustee

Cheryl Stratton  
Cheryl Stratton, Trustee

Carl Territo  
Carl Territo, Trustee

## APPENDIX A

### OPERATIONS, GROUNDS AND WAREHOUSE SHORT TERM DISABILITY PROGRAM

1. The establishment of a Short Term Disability Program "an in-house program" is a mutual effort by the Operations, Warehouse and Grounds Chapter of 1664 and the Board of Education. The Board of Education will cooperate in the operation of this program.
2. For the purpose of this Short Term Disability Program a disability is an absence that is medically certifiable as incapacitating an employee from performing their duties. At times it may be necessary to request a second or alternate opinion of the disability. The cost of the alternate/second opinion shall be borne by the party that selects the medical expert.
3. The primary purpose of the Short Term Disability Program is to provide compensation at the rate of \$65.00 per day of disability during periods of protracted and unavoidable absence due to their incapacity to perform the duties and responsibilities of their job.
4. An employee shall be allowed a maximum of one hundred (100) consecutive working days for each incident. Elective surgery shall not qualify a member to be compensated from the Short Term Disability Program.
5. Recurrent Disability (a disability which is contributed to by the same cause(s) or is the result of the same cause(s) of a prior disability for which a benefit was payable). If, after a period of total disability for which benefits are payable, the covered employee resumes their regular occupation and does each main duty for a continuous period of six months or more, any recurrent disability will be part of a new period of disability and a new thirty (30) working day window period must be completed before any further monthly benefits are payable. If the covered employee resumes their regular occupation and does each main duty for less than six months, a recurrent disability will be part of the same disability.

6. An employee who exhausts the one hundred (100) consecutive working day draw from the Short Term Disability Program is not eligible for the Short Term Disability Program until the employee has returned to work and completed not less than one (1) full year on the job.
7. Employees whose working schedule is less than 52 weeks, are not eligible to draw from the program during periods of time that they are not normally scheduled to work.
8. This program is available to all eligible seniority bargaining unit members. Probationary employees are not eligible until they have satisfactorily completed the forty-five (45) working day probationary period and signed an enrollment card.
9. The first thirty (30) consecutive working days of absence due to a disability shall not be covered by the Short Term Disability Program. The thirty (30) working day window period must be satisfied prior to becoming eligible for payment from the Short Term Disability Program for each incident.
10. Employees wishing to participate in the Short Term Disability Program must make formal application to the Short Term Disability Committee prior to the expiration of the thirty (30) working day window period. A medical report fully certifying the disability must accompany the formal application for withdrawal from the Short Term Disability Program, which will be made in duplicate, the original to be filed with the Employee Benefits Office in the Personnel Department. A duplicate will be kept on file by the Union's Committee of the Short Term Disability Program.
11. A member of the Short Term Disability Program on a non-compensable leave of absence due to reason of disability is eligible to apply for coverage by the Short Term Disability Program and may use these non-compensable days to satisfy the window period of this program.

12. An employee shall not receive compensation from the Short Term Disability Program due to absence resulting from an on-the-job-injury.
13. Payment from the fund does not qualify an employee as being at work for the purpose of accruing/earning sick leave, vacations, or benefits computed on the basis of the number of days in a month the employee receives compensation.
14. Medical reports fully certifying disability must accompany the request for absence leading to the utilization of the Short Term Disability Program. Additional medical reports will be required to be filed with the Employee Benefits Office in the Personnel Department each pay period at the employee's expense, while receiving compensation from the Short Term Disability Program.
15. The Short Term Disability Program will be funded with three (3) equal payments. Payments will be made on July 1, 1995; July 1, 1996; and July 1, 1997. If the fund is depleted during any fiscal year (July 1 - June 30), payments will be discontinued for the remainder of that fiscal year and members of this unit shall have no claim or recourse to establish compensation from the Short Term Disability Program. If there is a balance in the fund at the end of the fiscal year, this balance will be added to the \$21,000 payment made at the beginning of the next fiscal year.
16. The union will collect enrollment cards that must be forwarded to the Employee Benefits Office. A duplicate will be kept on file by the Short Term Disability Union Committee.
17. The Short Term Disability Program will be controlled by the Board of Education. A committee of not more than three (3) union members will be selected by the Chapter Chair, to assist in interpreting the provisions of the Short Term Disability Program to the membership and to advise the Employee Benefits Office of the Personnel Department regarding the operation of the Short Term Disability Program. Final authority of the operation and interpretation of the Short Term Disability Program shall be vested in the Board of Education.

18. An employee on lay off, or a non-disability non-compensated leave of absence shall not be able to receive compensation days from the Short Term Disability Program.
19. Employees who are members of the Short Term Disability Program when laid-off or placed on a non-compensated leave of absence shall be allowed to continue their membership upon return to work or recall.
20. The Short Term Disability Program was implemented January 1, 1987.
21. The Board of Education shall, in its sole discretion, determine whether or not payments shall be made from the fund and to whom such payments shall be made. Any determination made by the Board shall be final.

Decisions made by the Board regarding the fund shall not be subject to the grievance procedure.

The Union (including AFSCME Council 25 and Local 1664), in consideration of the Board accepting the obligation to make determinations regarding the fund, agrees to hold the Board, its officers, agents, or employees harmless from any and all liability of any nature whatsoever which may result from any action of the Board relating to the fund, including, but not limited to, the cost of defense of any claim filed against the Board.

The Union (including AFSCME Council 25 and Local 1664) agrees, upon request, to defend the Board, its officers, agents, or employees in any suit brought against all of any of them regarding this Article of the master agreement, and to indemnify the Board, its officers, agents or employees and save them harmless from any and all claims, demands, awards, fees, costs, suits, lost wages or damages which may be imposed or assessed against all or any of them regarding this Article of the master agreement.

Employees who are denied payment agree to hold harmless the Union and the Board of Education.

A financial statement will be provided to the Chapter Chairperson upon his written request.



## APPENDIX B

### JOB DESCRIPTIONS

<b>JOB DESCRIPTION</b>	<b>PAGE</b>
Head Custodian .....	56
Day and Night Custodian I. ....	67
Custodian I Shift Leader .....	69
Custodian II. ....	70
Head Groundsperson. ....	72
Groundsperson .....	74
Storekeeper Leader .....	76
Storekeeper .....	78

## **JOB DESCRIPTION**

### **HEAD CUSTODIAN**

#### **A. INTRODUCTION:**

1. The Head Custodian should have general supervision of, and be directly responsible for, the care, maintenance and protection of their school building. They shall see that their building and grounds are maintained in satisfactory condition for school use. They are directly responsible for cleanliness, orderliness of the building and its equipment.
2. The Head Custodian should have full charge of, and be directly responsible for, the condition, safety, and proper operation of the mechanical plant; including all heating, ventilating, plumbing, lights and equipment.
3. The Head Custodian shall, as often as necessary, thoroughly inspect all parts of the building and premises in order that they may be familiar with the physical conditions and know that they are in good condition for use.
4. The Head Custodian, each morning, will inspect the building and see that it is ready for use, especially see that all entrance and exit doors and gates are in good working order and the heating plant is in working condition.
  - (a) If the building is not in proper readiness to receive students and teachers, because of a heating, water, fire, or electrical problem, the Head Custodian will notify the Director of Operations and Security and the Building Principal.

(b) The Head Custodian shall notify the Building Principal when inspectors from the state, county, city or township governments are in the building also when any employees from the school district are performing work on the premises or in the building.

5. The Head Custodian will attend, as directed, meetings of custodian personnel and inform their principal of their leaving the building and keep them informed of the nature of such meetings.

6. When the building principal is not in the building because of vacation, illness, conventions, etc., the Head Custodian will be responsible to the assistant or acting principal or their job supervisor.

7. When assigned to the day shift, the listed responsibilities shall prevail. Should the Head Custodian be assigned another shift where agreed to by union and management, the duties

may

be adjusted as reflected in the current Henry Ford II situation.

**B. QUALIFICATIONS:**

**Personal Qualities --**

A candidate for the position of Head Custodian must have demonstrated that they are mentally alert, ambitious, and capable of organizing their day-to-day work in terms of an overall plan. They should be able to see work which needs doing, to develop an efficient plan for doing it, and carry out their plan. Their character, honesty, and integrity should be above reproach.

### **Background and Capacity --**

The candidate should be able to read written directions and literature in their field with understanding; and be able to express themselves clearly and concisely, both orally and in writing. Candidates with a twelfth grade education are preferred. Preference will also be given the candidate who has acquired training in the field of custodial work.

### **Custodial Experience --**

The candidate for the Head Custodianship should be an experienced and successful custodian (a minimum of two years experience as a regular custodian is preferred) and know thoroughly the basic custodian work. They should know Utica's cleaning standards and the school district's "system" of building care, and should have demonstrated their interest and ability in doing routine maintenance work.

### **Appearance --**

The candidate should continuously present a neat appearance: well groomed, clean, and appropriate clothing

### **Leadership --**

The candidate should be capable of instructing other employees in the work of a custodian, and be able to evaluate their work offering suggestions for improvement. They should be able to lay out work for others, to give directions and supervise the work of others in a firm, yet fair and friendly manner.

## **Relationships with others --**

A candidate for the position of Head Custodian must relate well with others. They must have demonstrated they can get along well with their co-workers and their superiors and be able to meet others in a friendly, helpful manner. Their appearance and manner with the public should reflect industriousness and helpfulness. They should see themselves as a service officer of the school, one who makes a better educational program possible for children, because they recognize that the purpose of the cleaning and maintenance program

is

to provide a cheerful and healthful environment for students and teachers.

### **C. DUTIES:**

#### **1. Care and Use of Supplies and Equipment:**

##### **(a) Storage of Supplies:**

- (1)** Place all supplies in proper storeroom.
- (2)** Check out supplies to custodians' closets from central storeroom.
- (3)** Receive supplies.
- (4)** See that storage space is equipped with properly arranged shelves and bins to keep supplies in order.
- (5)** Notify Operations and Security Office of inferior grade of supplies.
- (6)** Secure proper requisition forms from Operations and Security Office for new supplies and equipment as needed.

(b) Equipment:

Keep a record of all equipment and be responsible for conditions, safety and proper operation of all mechanical equipment, oiling and greasing properly at regular intervals.

2. Care of Grounds -

The Head Custodian will be responsible to see that the following will be done:

(a) Lawns, shrubbery's, and trees:

- (1) Seed new lawns. Small areas around building will be done by the Building and Grounds Department.
- (2) Cut and water grass as often as necessary in areas where heavy equipment can be used. Grass should be cut weekly during fast growing seasons and bi-weekly at other times. Some watering may be required daily in some places around the building. Inside courts, new weedings, "front" yards, "show areas", and some plantings may require frequent watering.
- (3) Fertilize spring and midsummer except in areas where heavy equipment can be used.
- (4) See that paper, rubbish, stones and foreign matter are removed from school grounds. This should be done weekly in summer, spring, and fall. Through the building principal, the children may be involved in this clean-up task.
- (5) Loosen earth around trees and shrubs and keep weeds out. This should require hoeing weekly in

the summer time.

- (6) Trim shrubs each year as time permits.

3. Playground Equipment:

The Head Custodian will be responsible to see that the following will be done:

that  
Inspect playground equipment and surfaces regularly to see it is safe for children and make minor repairs.

4. Playground:

The Head Custodian will be responsible to see that the following will be done:

- (a) Inspect playground surfaces daily to see that all injurious objects have been removed.
- (b) Drains are to be cleaned at regular intervals and maintained in a satisfactory condition.

5. Sidewalks and Parking area:

The Head Custodian will be responsible to see that the following will be done:

- (a) Have general supervision of, and be directly responsible for cleanliness of sidewalks. Report needed repairs.
- (b) Remove grass and weeds from walk edges as necessary.
- (c) Assure all walks and steps to be free from ice and snow, mud and dust and be usable and presentable at all times.
- (d) Cut weeds and remove grass from parking area and around shrubbery as needed.



- (e) Keep debris off parking areas.
- 6. Other Duties - Grounds:

The Head Custodian will be responsible to see that the following will be done.

- (a) Custodian should not permit parking or driving on school playgrounds except under authorized and supervised conditions.
- (b) Report to the Building and Grounds Office needed repairs, hazards and suggested improvements.

- 7. Care of Building - Inside:

any Have general supervision of and be directly responsible for daily cleaning chores performed by the Head Custodian and employee responsible to them (sweeping, dusting, waxing, mopping, window washing, etc., per the Utica Standard).

- 8. Repair and Maintenance:

Make minor repairs to furniture, equipment and building as follows:

- (a) Report broken window glass.
- (b) Replace window cards.
- (c) Assure shades are firmly attached to rollers.
- (d) Replace bulbs and fuses.
- (e) Repair or report faulty door latches.
- (f) Adjust seats and desks.
- (g) Tighten screws and bolts in furniture.
- (h) Replace or report faulty valves in faucets.
- (i) Replace washers and valves.
- (j) Replace glides on chairs, tables and desks.

- (k) Replace toilet valves.
  - (l) Inspect playground apparatus, furniture and buildings. Report hazardous conditions or unmanageable problems to the Building and Grounds Office.
9. Heating and Ventilating:
- (a) General:
    - (1) Keep the building at a constant, comfortable, healthful temperature when occupied.
    - (2) Reduce heat at night or whenever building is unoccupied.
    - (3) Warm up the building each morning by the time it is occupied.
    - (4) Eliminate all heat in very mild weather.
  - (b) Boiler Operation:
    - (1) Efficiency
      - (a) Check oil temperatures and oil pressure gauges daily. Maintain water pressure at 10-15 pounds.
      - (b) Air supply must be changed to meet various conditions. Flame should be maintained a bright orange color in oil-fired boilers; a bluish flame should be sought with gas fuel.
      - (c) Keep the burner nozzle clean (daily, if necessary).
    - (2) Care of the Boiler:
      - (a) Fire bricks should be checked annually.

(b) Assure re-insulation of boiler when repairs have been made.

(c) Operation of Heating Plants:

- (1) Check valves to assure hot water duct enters cold water line.
- (2) Bleed valve along lower portions of boiler to remove sludge.
- (3) Maintain the expansion tank to approximately 1/2 to 3/4 full of water. Drain to reduce pressure needed.
- (4) Keep pumps and motorized valves in working order. Oil or grease when needed (quarterly). Adjust drains as necessary.
- (5) Keep air vent in working order on heat lines.

when

(d) Care of Air Compressor:

- (1) Drain water from tank as necessary (weekly).
- (2) Change oil in compressor as necessary (annually).
- (3) Clean air intake ventilator as necessary (annually).

(e) Hot Water Tanks and Heaters:

- (1) Flush as necessary (weekly - monthly).
- (2) Drain and clean tank (annually - bi-annually).

10. Other Duties:

- (a) See that adequate supplies of soap, toilet paper, towels, etc., are available and placed in the proper holders at all times.
- (b) See that clocks and bells are regulated for proper time.
- (c) Assure that fire alarm system is in working order. (Keep extra glass on hand in case of fire alarm given).
- (d) Assure that exit lights are working properly and are turned on.
- (e) Head Custodian should assure effective operation of fire extinguishers, familiarize themselves with care and maintenance of types used, assure they are ready for use.
- (f) Assure that electrical controls are properly identified.
- (g) In every way possible effect economies consistent with effective operation of the schools.

11. General Duties:

- (a) The Head Custodian will usually be in their school whenever school is in session and remain in their school throughout the day.
- (b) Order fuel at least three days in advance of need.
- (c) Whenever possible, obtain the names and necessary information regarding any person damaging school property.
- (d) The Head Custodian shall immediately notify the principal or in the absence of the principal, the Operations Department in case of burglary and loss of property.

(e) The Head Custodian shall be responsible for keys in their possession and shall not give them to others.

(f) The Head Custodian shall receive and receipt all goods and supplies delivered to the building.

(g) The Head Custodian will meet with the building

principal

before the school year begins and write out a daily work schedule. The summer work schedule will be written with the building principal before the school year ends. Copies of all work schedules will be sent to the Director of Operations and Security.

## **JOB DESCRIPTION**

### **DAY AND NIGHT CUSTODIAN I**

#### **A. DUTIES:**

The day (or) night custodian must be responsible for performing the custodian work required for the routine cleaning and up-keep of the building as:

1. Mops, sweeps, and scrubs floors and other surfaces.
2. Cleans, renovates, renews floor surface finishes.
3. Cleans and dusts furniture, outside of exhibit cases, fixtures, windows, doors, trim and related furnishings.
4. Washes and cleans light fixtures.
5. Replaces incandescent and fluorescent lights.
6. Moves furniture, supplies, and miscellaneous equipment as directed.
7. Sweeps or shovels snow from steps and walks at building entrances, and salt icy steps and walks when it is necessary.
8. Collects, bags, or disposes of waste paper.
9. Locks and unlocks classroom doors, windows and offices and turn off unnecessary lighting.
10. Cleans and services lavatories, toilet rooms and rest rooms.
11. Cleans and services smoking urns and ashtrays.
12. Collects and places in containers for removal by truck, debris and/or junk.

13. Cleans and waxes furniture.
14. Washes all interior glass including partitions, framed pictures, doors, etc.
15. Washes and/or cleans interior windows and door glass.
16. Reports items that require repair.
17. Follows written work schedules.
18. Guards property against fire, theft, and illegal entry.
19. Makes periodic inspection tours.
20. Works from ladders, scaffolding and/or swing stages.
21. Performs other duties as pertains to job classification.

**B. QUALIFICATIONS:**

1. The candidate should be able to read written direction and literature in their field of understanding, and be able to express themselves clearly, both orally and in writing.
2. They shall satisfactorily pass (1) physical examination by a medical doctor, (2) police clearance, and (3) reference check.
3. Must have established a reputation for being honest and trustworthy, and possess a high moral character.



## **JOB DESCRIPTION**

### **CUSTODIAN I SHIFT LEADER**

#### **A. INTRODUCTION**

When the administration determines that the building and/or the number of custodians assigned to a facility necessitates a working assistant to the head custodian, they may identify and post a position as a Leader.

The Shift Leader works in cooperation and under the direction of the Head Custodian/or Administration. The Shift Leader will be responsible for directing custodians and performing the work required of a custodian.

#### **B. QUALIFICATIONS**

A candidate for the position of Shift Leader should be capable of instructing other employees in the work of a custodian, and be able to give directions and supervise the work of others in a firm, yet fair and friendly manner.

The candidate for the Shift Leader should be an experienced and successful custodian (a minimum of two years as a regular custodian is preferred).

#### **C. APPEARANCE**

The candidate should continuously present a neat appearance, well groomed, clean and appropriate clothing.

## **JOB DESCRIPTION**

### **CUSTODIAN II**

#### **A. DUTIES**

Under supervision, is responsible to keep assigned areas clean and orderly, and to perform such duties as:

1. Clean girls' rest rooms, dressing rooms, and shower rooms.
2. Clean women's' faculty rest rooms, clean and sanitize water fountains.
3. Stock toilet and sanitary supplies.
4. Sweeps, dust mops, and light damp mop floors.
5. Dusts furniture and woodwork.
6. Empties and cleans waste receptacles.
7. Washes windows, walls and lockers.
8. Polishes metal work.
9. Takes care of equipment and materials.
10. Prevents loitering or smoking in rest rooms as instructed and reports these conditions in other areas to the principal.
11. May be required to perform laundry assignments.
12. Perform other duties as assigned by the head custodian and/or principal.

**B. DESIRABLE QUALIFICATIONS**

1. The candidate should be able to read written directions and literature in their field of understanding, and be able to express themselves clearly, both orally and in writing.
2. Knowledge of modern cleaning methods and the use and care of cleaning materials and equipment.
3. Ability to use cleaning equipment and materials with skill and efficiency.
4. Ability to understand and follow oral instructions.
5. Ability to work cooperatively with others.
6. They shall satisfactorily pass (1) physical examination by a medical doctor, (2) police clearance, and (3) reference check.
7. Must have established a reputation for being honest and trustworthy, and possess a high moral character.

## JOB DESCRIPTION

### HEAD GROUNDSPERSON

#### A. DUTIES

Under directions, they shall be responsible for the supervision of all employees assigned to the Grounds Department and shall perform such duties as:

1. They shall establish work schedules for themselves and all employees assigned to their department and see that these schedules are carried out.
2. They shall keep records of materials used in the maintenance and construction of lawns, and on the service and repair of vehicles and other grounds equipment.
3. They shall be able to operate and instruct others in the operation of all vehicles and equipment assigned to the grounds department.
4. They shall repair and maintain the vehicles and equipment assigned to the grounds department.
5. In the event of major repair, they must be able to recommend someone to make such repair.
6. They shall keep abreast of all the latest innovations in grounds department equipment; be able to recommend new equipment or the replacement of old equipment.
7. They shall be able to recommend the quantity and quality and the proper use of fertilizers, seed, weed-killers, and other products used in the maintenance and construction of lawns.
8. They shall grade and construct new lawn sites.

9. They shall establish a preventative maintenance schedule for playground equipment and bleachers.
10. They shall make all possible repairs on parking lots and driveways.
11. They shall remove snow and ice when necessary.
12. During the winter, they must keep watch on the weather and make arrangements for all snow removal personnel to have adequate time to remove snow before school begins.
13. They shall assign or schedule for assignments, groundsperson for custodian personnel who are ill or absent from their job.
14. Perform other duties and responsibilities in their respective area.

**B. DESIRABLE QUALIFICATIONS**

- good
1. They should be in good physical and mental health, and of moral character.
  2. The candidate should be able to read written directions and literature in their field of understanding, and be able to express themselves clearly, both orally and in writing.
  3. Preferable have some experience with the grounds department or other landscape business.
  4. Have a knowledge of lawns, shrubs, fertilizers, and soil.
  5. Have mechanical skills to repair and maintain all equipment of the grounds department.
  6. Have the ability to lead, and to work with assigned personnel.

7. Possess a valid CDL.

## **JOB DESCRIPTION**

### **GROUNDSPERSON**

#### **A. DUTIES**

1. Mow, trim or fertilize lawns, shrubbery and trees.
2. Prepare new seed beds for grasses, clear land for preparation of new playing fields, and maintain same.
3. Clean and repair driveways, clean ditches and storm drains, and cultivate such areas as are designated by the Head Groundsperson.
4. Repair and maintain athletic or playground equipment, and areas where this equipment is installed.
5. Winter duties will include the snow removal program under the direction of the Head Groundsperson which usually indicate very irregular hours.
6. Work as a substitute custodian for days as the need occurs, which also indicates some irregularity in work program hours.
7. Shall maintain vehicles assigned to grounds Department:
  - \* Change Tires on non-licensed small vehicles
  - \* Check Tires on all vehicles
  - \* Change Wiper Blades on all vehicles
  - \* Change Light Bulbs & Fuses on all vehicles
  - \* Grease and Lubricate Equipment on non-licensed vehicles
  - \* Install Mirrors on all vehicles

**B. QUALIFICATIONS:**

1. The candidate should be able to read written directions and literature in their field of understanding, and be able to express themselves clearly, both orally and in writing.
2. They shall satisfactorily pass a physical examination by a qualified medical doctor.
3. Preferable, they shall have at least two years experience working as a custodian.
4. Must have established a reputation for being honest, trustworthy, and possess a high moral character.
5. Preferably have some experience working with small lawn power equipment, and a knowledge in the use of tractors and their attachments.
6. Have some knowledge of grasses, pest and weed control, and the maintenance of the grounds equipment.
7. Have some knowledge of seeding and fertilizing, lawn rebuilding, shrubbery trimming, care of trees, and some knowledge of landscaping.
8. Must possess a valid CDL.



## **JOB DESCRIPTION**

### **STOREKEEPER LEADER**

#### **A. DUTIES**

Under the direct supervision of the Warehouse Supervisor.

1. Responsible for checking all freight with invoices and purchase orders.
2. Responsible for preparing and shipping materials from Central Stores to indicated locations.
3. Responsible for the scheduling for pick-up and delivery of mail, equipment, supplies, and food stuffs from location other than Central Stores.
4. Make deliveries when necessary.
5. Be responsible for keeping Central Stores in order, i.e., aisles clear, exits open, stock in bins or rack, etc.
6. Any other duties pertaining to Central Stores operation as may be assigned.

#### **B. QUALIFICATIONS**

1. High School graduate or successfully pass the General Education Development Test.
2. Satisfactorily pass: (1) physical examination by a medical doctor, (2) three reference checks.
3. Preferably a minimum of three years experience in the area of central stores and inventory control.

4. Possess clerical ability.
5. Must possess a high moral character and have established a reputation for being honest and trustworthy.
6. Must possess a valid CDL.

## **JOB DESCRIPTION**

### **STOREKEEPER**

#### **A. DUTIES:**

1. Check in freight with invoices and purchase orders.
2. Prepare materials and supplies for shipping.
3. Deliver and pick-up materials, mail, equipment and supplies as directed.
4. Take inventory.
5. Maintain order in Central Stores and delivery vehicles.
6. Other duties pertaining to Central Stores as may be assigned.

#### **B. QUALIFICATIONS**

1. High school graduate or pass the General Educational Development Test, however, experience within this line of work may be substituted for the educational requirements.
2. Satisfactorily pass: (1) physical examination by a medical doctor, (2) three reference checks.
3. Possess clerical ability.
4. Must possess a high moral character and have established a reputation for being honest and trustworthy.
5. Be willing to take in-service training in the area of storekeeping.
6. Must possess a valid CDL.



