

6/30/2005

6537

AGREEMENT

between

BOARD OF EDUCATION

of the

LAPEER COMMUNITY SCHOOLS

and

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

2000 - 2005

Lapeer Community Schools

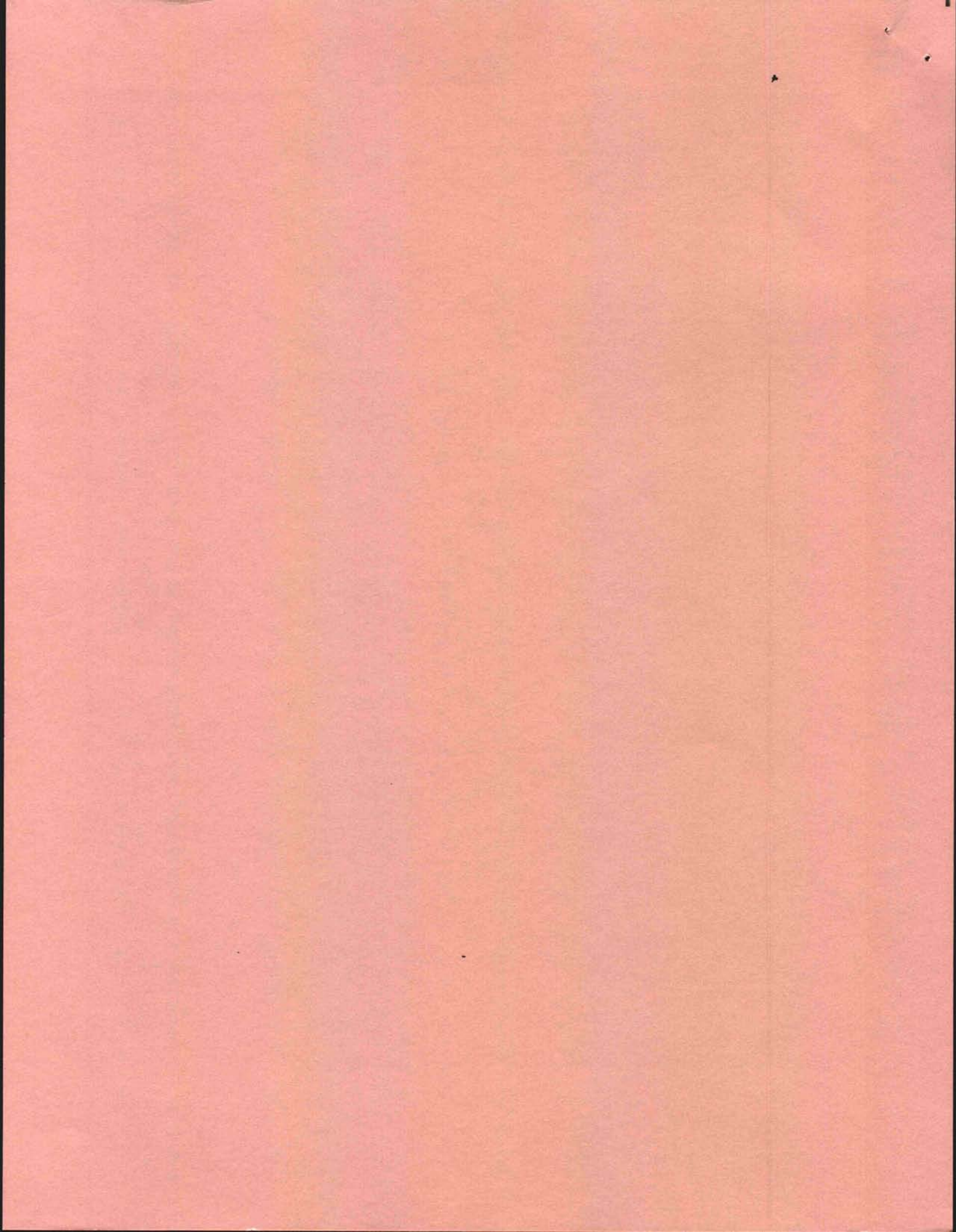
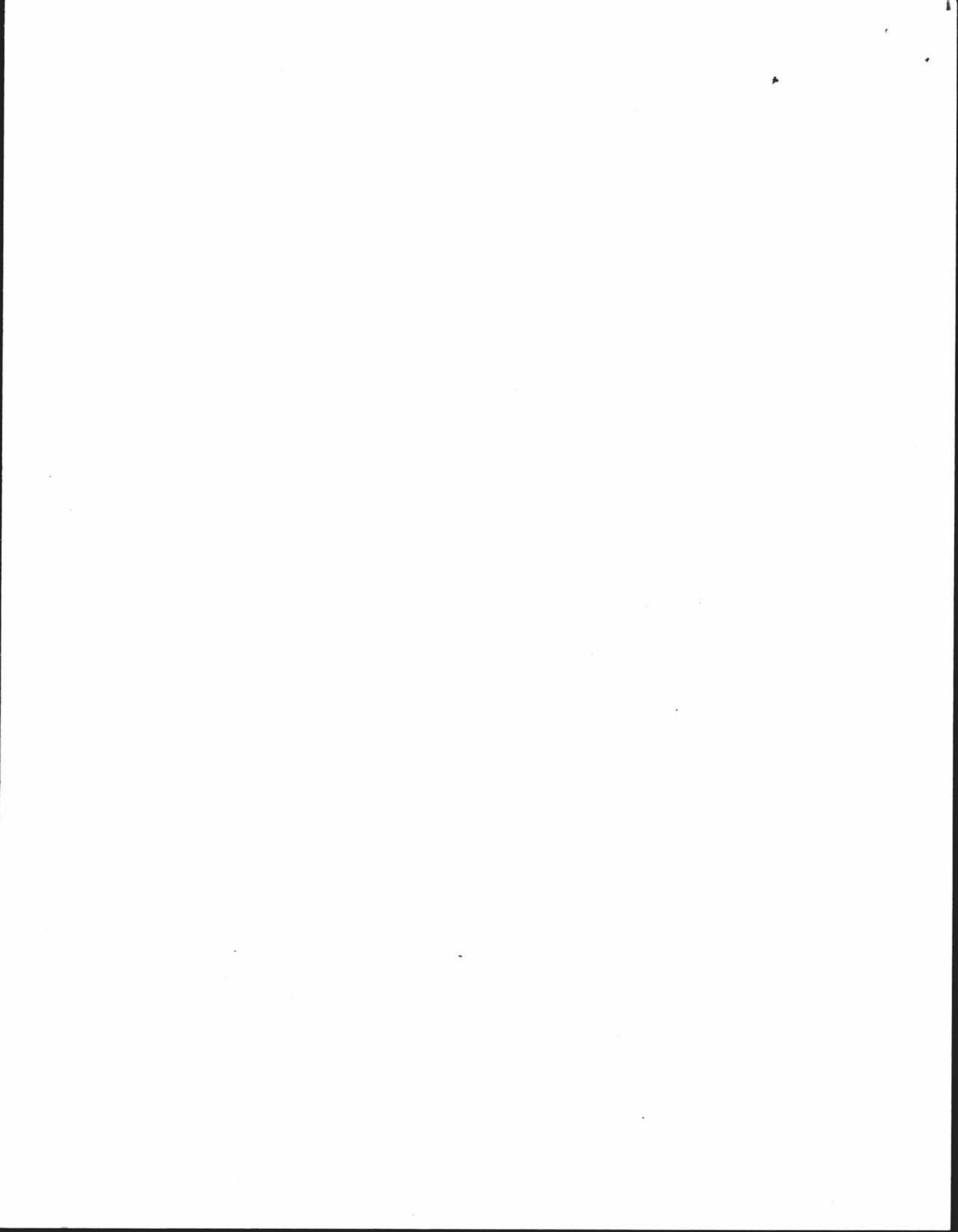
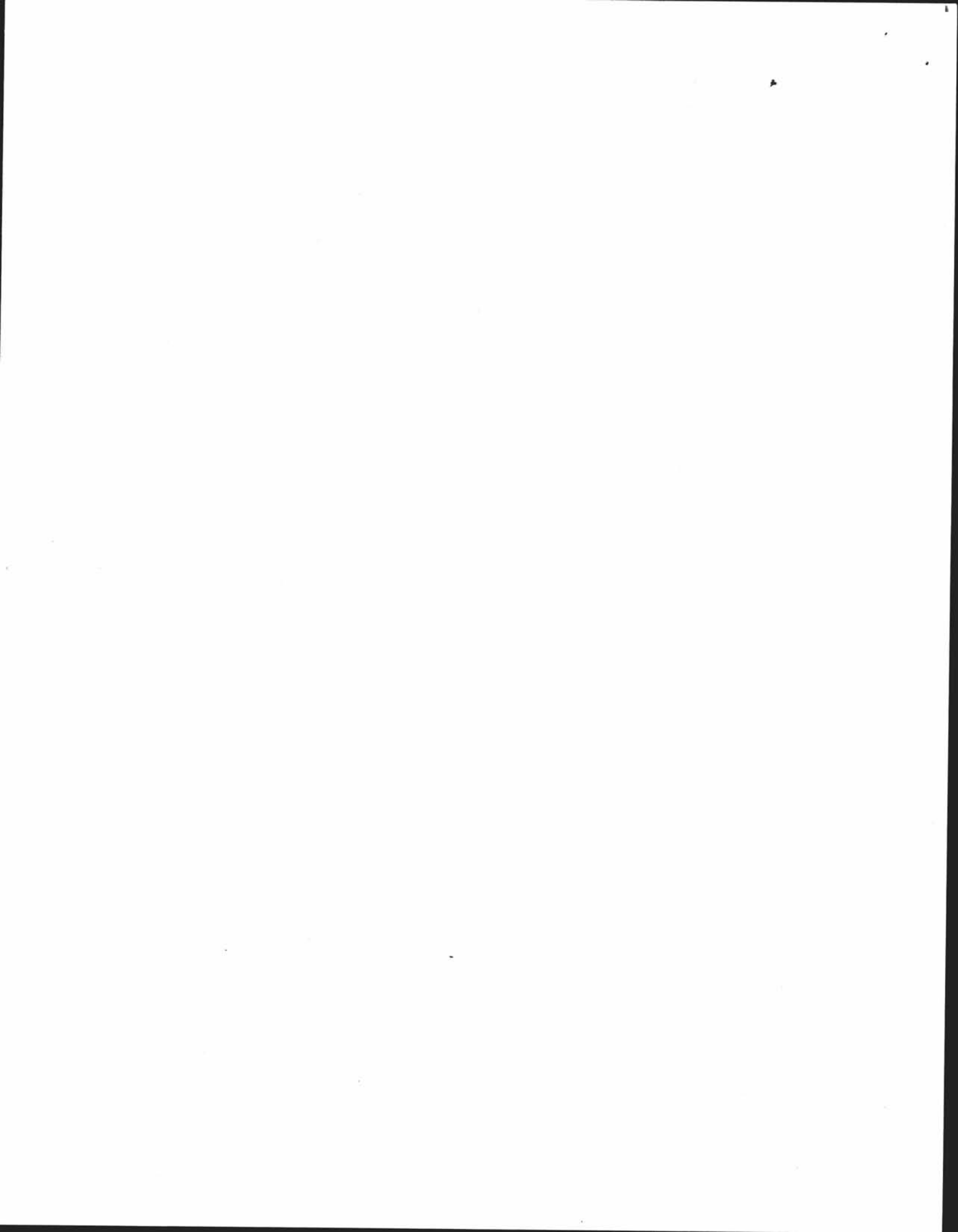


TABLE OF CONTENTS

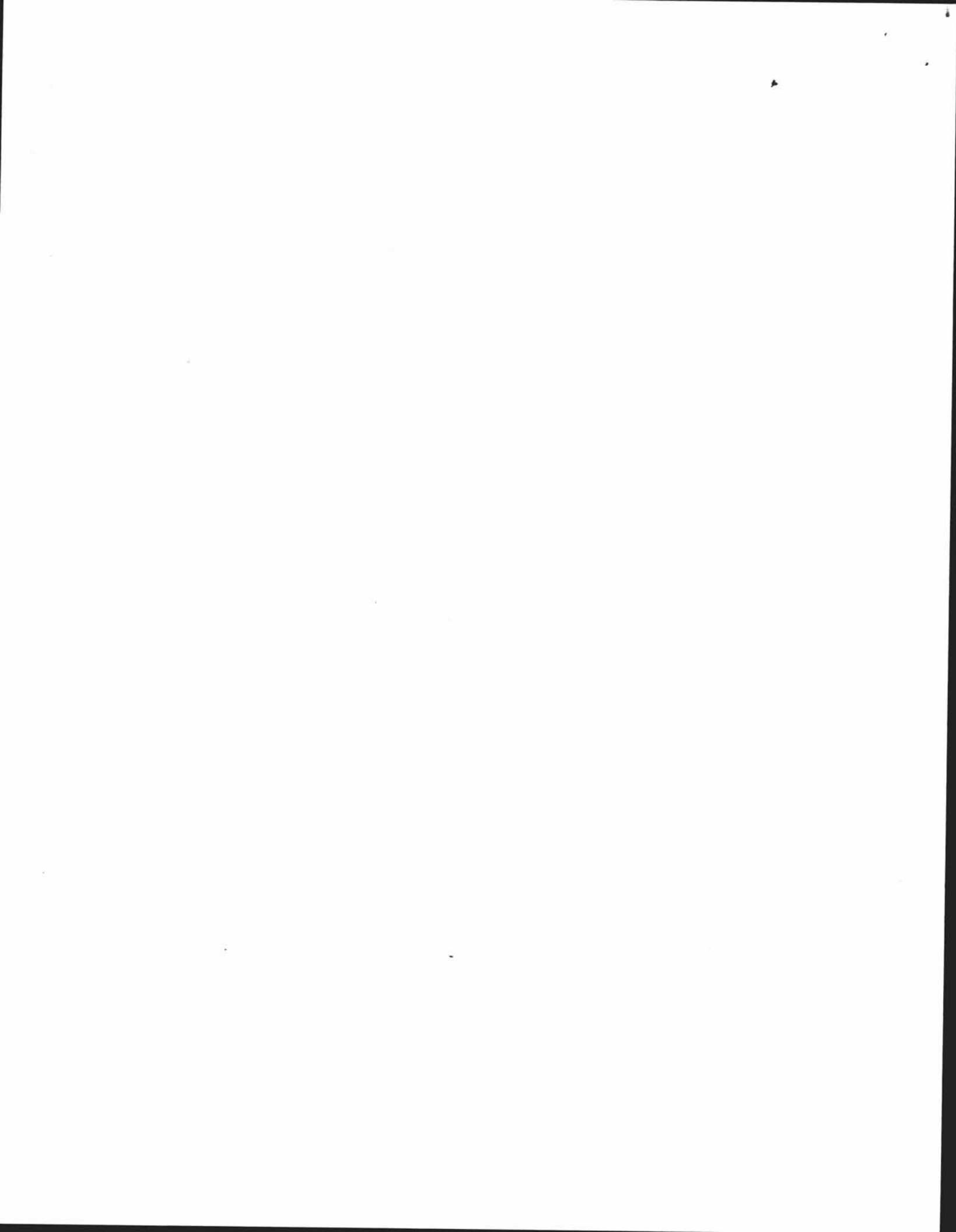
	<u>Page</u>
ARTICLE I - Recognition - Employees Covered	1
ARTICLE II - Aid to Other Unions	1
ARTICLE III - Union Security, Union Dues or Fees and Payroll Deduction	1-3
ARTICLE IV - Stewards and Alternate Stewards	3
ARTICLE V - Special Conferences	3
ARTICLE VI - Grievance Procedure	3-5
ARTICLE VII - Back Pay Claims	5
ARTICLE VIII - Discharge, Suspension or Demotion	5-6
ARTICLE IX - Seniority - Probationary Employees	6
ARTICLE X - Seniority Lists	7
ARTICLE XI - Loss of Seniority	7
ARTICLE XII - Seniority of Officers and Stewards	7
ARTICLE XIII - Supplemental Agreements	8
ARTICLE XIV - Reduction in Workforce	8-9
ARTICLE XV - Transfers	9-11
ARTICLE XVI - Promotions	11-13
ARTICLE XVII - Veterans	13-14
ARTICLE XVIII - Leaves of Absence	14-17
A. Sick Leave	14
B. Bereavement Leave	14
C. Personal Leave Days	15
D. Emergency Leave	15
E. Unpaid Leave	15-16
F. FMLA Leave	16
G. Union Conventions/Conferences	16
H. Return to Position/Seniority	16-17
I. Workers Compensation Leave	17
J. Jury Duty	17



ARTICLE XIX - Working Hours, Shift Premium and Premium Pay and Hours	17-18
ARTICLE XX - Holiday Provisions	18-19
ARTICLE XXI - Vacation Eligibility	19
ARTICLE XXII - Vacation Period	20
ARTICLE XXIII - Pay Advance	21
ARTICLE XXIV - Union Bulletin Boards	21
ARTICLE XXV - Rates for New Jobs	21
ARTICLE XXVI - Temporary Assignment	21-22
ARTICLE XXVII - Safety	22
ARTICLE XXVIII - Equalization of Overtime	22-23
ARTICLE XXIX - Hospitalization, Medical, and Dental Coverage	23-24
ARTICLE XXX - Worker's Compensation	24
ARTICLE XXXI - No Strike	24
ARTICLE XXXII - Management Rights	24-25
ARTICLE XXXIII - Termination and Modification	25
ARTICLE XXXIV - Days that Custodians May Not be Required to Work	25
ARTICLE XXXV - Other Benefits	26
A. Life Insurance	
B. Retirement Allowance	
C. Longevity	
APPENDIX A - Pensions	27
APPENDIX B - Classifications and Rates	27-28
APPENDIX C - Temporary Employees and Substitute Employees	28
APPENDIX D - Vehicle Expenses	29
APPENDIX E - Work Performed by Management	29
APPENDIX F - Copies of Contract	29



APPENDIX G – Emergency Days	29
APPENDIX H – Request for Personal Business Leave	30
APPENDIX I – Letter of Agreement – American with Disabilities Act	31
APPENDIX J – Uniforms	31
APPENDIX K – Evaluation	31-38
Employee Performance Rating Report	33-34
Employee Performance Rubric	35-38
LETTER OF AGREEMENT – Total Compensation Adjustment Formula (TCAF)	39-44
JOB DESCRIPTIONS	45-56
Head Custodian	46-47
Custodian I	48-49
Custodian II	50
Lead Groundskeeper	51
Groundskeeper	52
District Maintenance	53-54
Mail Delivery	55
Relief Position	56



AGREEMENT

This agreement entered into on this 5th day of October, 2000 between the Lapeer Community Schools' Custodial Employees, the Lapeer Board of Education (hereinafter referred to as the "Employer"), and the Unit of Local 1421, affiliated with the International Union of the American Federation of State, County, and Municipal Employees, and Council 25 AFL-CIO (hereinafter referred to as the "Union").

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

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

ARTICLE I **RECOGNITION - EMPLOYEES COVERED**

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

ARTICLE II **AID TO OTHER UNIONS**

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

ARTICLE III **UNION SECURITY, UNION DUES OR FEES AND PAYROLL DEDUCTIONS**

- A. During the term of this Agreement all employees shall pay either the membership dues of the Union or the appropriate representation service fee of the Union, not to exceed the amount of the dues uniformly required of members of the Union. The employee may pay such dues or fees through payroll deduction, as herein provided. The Board shall deduct the respective amounts authorized for payroll deduction each pay period and forward the amounts to the treasurer of the Union.

- B. The Union shall certify to the Board the membership of the Union subject to deduction of membership dues and the amount of the Union dues to be deducted. The Union shall also certify to the Board as soon as the amount is known, the amount of representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Union, provided that if an employee objects to the appropriate amount of the representation service fee, the amount of the deduction contested shall be placed in an escrow account or otherwise handled as may be required by law, until a determination of the appropriate amount of the deduction has been made through proper procedures. An employee contesting the appropriate amount of the representation service fee to be deducted, must exhaust the internal administrative procedures of the Union.

The remedies of such procedures shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

- C. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- D. In the event that an employee does not pay such representation service fee through payroll deduction, the employer shall, upon completion of the procedures contained herein, pursuant to MCL 408.477 and at the request of the Union, deduct the representation service fee from the employee's wages and remit same to the Union.
- E. The Union in all cases of mandatory fee deduction pursuant to MCL 408.477, shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the employee that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the employee fails to remit the service fee or authorize deduction for same, the Union may request the Board to make the deduction. The Board upon receipt of the request for involuntary deduction shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for same.
- F. An employee shall cease to be subject to check off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Union will be notified by the employer of the names of such employees following the end of each month which the termination took place. The Board agrees to advise the Union in writing of all additions, deletions, or change in status of members of the bargaining unit.

- G. Payroll deduction shall also be available for United Way, Lapeer County School Employees Credit Union, and any other programs jointed approved by the Union and the Board.
- H. The Union shall hold Lapeer Community Schools, its Board of Education, individual Board of Education members both past and present, or executive and administrative employees, both past and present, harmless for any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the agency shop agreement herein contained. It is understood that the Union shall have the right to compromise claims which may arise under the hold harmless clause.

Should the indemnification provisions set forth above be declared unenforceable or void by a court of competent jurisdiction, the Board shall not be required to make deductions of any representation service fees not authorized in writing by the employee or otherwise enforce the representation service fee provision of this Article.

ARTICLE IV **STEWARDS AND ALTERNATE STEWARDS**

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

ARTICLE V **SPECIAL CONFERENCES**

Special conferences for important matters will be arranged at mutually agreed time between the unit president and the Employer, or its designated representative, upon the request of either party. Such meeting shall be between at least two (2) representatives of the Union and at least two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union will meet, with no loss of regular pay for the time spent in such special conferences. This meeting may be attended by a representative of the Council, and/or a representative of the International Union. The Union representative may meet on the Employer's property for at least one-half hour prior to the special conference.

ARTICLE VI **GRIEVANCE PROCEDURE**

- A. A grievance is a complaint by an employee of the bargaining unit concerning any alleged violation of this Agreement.

B. All grievances shall be handled by the following procedure:

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

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

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

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

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

1. The arbitrator shall be selected, if possible, by mutual agreement of the Union and the Employer within seven (7) days after the request for arbitration has been given. If the parties cannot agree upon an arbitrator, the party requesting arbitration shall contact the American Arbitration Association and selection of the arbitrator shall be in accord with its established procedures.
2. The case on arbitration shall be presented by not more than two (2) representatives for the Union and two (2) representatives for the Employer.
3. The arbitrator shall be requested to issue his written decision within thirty (30) days after the conclusion of testimony and argument.

4. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Union and the Employer. However, each party shall be responsible for compensating its own representatives and witnesses and preparing its own case. If either party desires a verbatim record of the proceedings, it may cause such a record to be made at its own expense, provided it makes a copy thereof available without charge to the other party and to the arbitrator.

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

- C. If, in the judgment of the Union, a grievance effects a group or class of employees, the Union may submit such grievance in writing to the superintendent or his/her designee, and the processing of such grievance shall commence at Step 3. The grievance must be presented within fifteen (15) days of the occurrence of the facts on which the grievance is based.
- D. Failure at any step of the grievance procedure to communicate the final decision on a grievance within the specified time limits shall not permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given, provided, however, that if the decision is not made and communicated to the employee and the Union within the time limits in Step 3 of the grievance procedure, the grievance will be decided in favor of the employee and the Union; for this purpose, any notice postmarked within the time limits and mailed by certified mail to the employee and the Union at its last known address, shall be within the time limits. Further, in connection with a Union grievance, no employee need be notified.

ARTICLE VII BACK PAY CLAIMS

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

ARTICLE VIII DISCHARGE, SUSPENSION OR DEMOTION

- A. Where an employee is discharged, suspended or demoted to a lower paying classification, the employee and the steward shall be promptly notified thereof, in writing, by the Employer.
- B. In cases involving discharge or suspension, employees will be allowed to discuss their discharge or suspension with the steward. The Employer will designate an area where the employee and the steward may meet to discuss the discharge or suspension. Upon

request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the steward.

- C. If the employee and/or the Union wish to file a grievance in connection with such discharge, suspension or demotion to a lower paid classification, they may use the grievance procedure set forth in Article 6 hereof, with the following exceptions:
1. The grievance shall be submitted in writing to the superintendent or his/her designee, directly, and the procedure of such grievance shall be commenced at Step 3.
 2. The grievance must be presented within fifteen (15) days of the date on which the employee was discharged, suspended or demoted to a lower paid classification, or fifteen (15) days after notice has been given to the Union, whichever date is later.
- D. **Warnings or reprimands.** All warnings, reprimands and statements placed in an employee's work record shall also have copies forwarded to the Human Resources Office, employee and the Union. The employee shall be required to sign the notice which will verify that he/she has received such notice, but in no way shall be construed by anyone that he/she is agreeing with the notice.
- E. **Use of Past Record.** In imposing any discharge or suspension on a current charge, the Employer will not take into account any prior infraction which occurred more than two (2) years previously (except in cases of moral turpitude or alcoholism), nor impose discipline on any employee for falsification of his/her employment application after a period of four (4) years from his/her date of hire.

ARTICLE IX **SENIORITY - PROBATIONARY EMPLOYEES**

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

ARTICLE X
SENIORITY LISTS

- A. Seniority shall not be affected by the race, sex, marital status, religion, handicap, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show names and job titles of all employees of the unit entitled to seniority.
- C. The Employer will keep the seniority list up to date at all times and will provide the unit secretary with any changes at least yearly or upon request. A complete seniority list shall be provided to the unit once each year, in September.
- D. Employees who leave the bargaining unit for a supervisory position in the district shall have seniority frozen. Should they return to the unit, their seniority will be applied provided there has been no break in service to the district.

ARTICLE XI
LOSS OF SENIORITY

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

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

ARTICLE XII
SENIORITY OF OFFICERS AND STEWARDS

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

ARTICLE XIII
SUPPLEMENTAL AGREEMENTS

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

ARTICLE XIV
REDUCTION IN WORKFORCE

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

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

Shift priority is defined as follows:

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

An employee may not move to a higher shift priority unless the employee is replacing

the least senior employee in the unit. Further, in the event a position in a higher classification/pay grouping becomes vacant, the employer shall follow contractual posting requirements to allow seniority employees in the higher classification/pay grouping an opportunity to transfer. Then, the employee who has been bumped to a lower classification/pay grouping shall have the first right to any subsequent available position in the higher classification/pay grouping from which he/she was bumped. If the employee refuses this available position, his/her pay will immediately change to that of the lower classification/pay grouping.

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

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

E. Recall Procedure

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

F. Substituting

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

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

Employees on lay-off status shall not accrue sick leave, vacation time, seniority, or be paid for holidays.

ARTICLE XV
TRANSFERS

- A. The parties believe that study is a prerequisite for professional growth of staff and, therefore, encourage the participation of employees in in-service and other training programs.

The employer may plan and implement a program of staff development for employees and explore other training programs.

Such staff development programs should be designed to address the professional development needs of employees who are working at a particular assignment or need to be prepared for a new assignment.

Minimally, the employer will make training manuals available to employees and may provide on-the-job training opportunities for the purpose of helping employees meet qualifications for transfers and promotions.

- B. Transfer is defined as an employee moving within a pay rate classification (e.g. from Attica Custodian I position to Turrill Custodian I position) or to a lesser pay rate classification (e.g. East Custodian I to Mail Delivery). If an employee is transferred to a position under the employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.
- C. If and when operations or division or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days employees affected will be given the opportunity to transfer on the basis of seniority, desire, classification, and qualifications. Location exchange will be considered in such cases. The Employer has the final determination of the transfers, using the above factors.
- D. In the event of a vacancy within any classification, or any newly created position within the bargaining unit, that vacancy will be posted in each school for a period of five (5) working days.
- E. Employees should advise, in writing, the Supervisor of Facilities and Grounds during said five (5) working days of the employee's desire to fill said vacancy. Employees who apply shall be given an opportunity to transfer on the basis of seniority and qualifications including special skills or certification if referenced in job descriptions. If qualifications are relatively equal, seniority shall prevail. Employees shall have a fifteen (15) day trial period in which school is in session during which the employee shall have the opportunity to revert back to his/her former classification. In addition, the Employer shall also have the right to revert the employee back to his/her former classification if, in the opinion of the Employer, the employee's work is unsatisfactory. In such cases notice and reasons shall be submitted to the employee, in writing, by the Employer with a copy to the Union. The applicant awarded the transfer shall be placed no later than five (5) working days, if at all possible, after the posting period closes. This section does not include permanent promotions.
The Employer shall pay for registration fees and other directly related expenses such as travel for required training pertaining to special skills or certification. Such fees and expenses shall be pre-approved by the Employer.
- F. Employees required to work in a higher classification shall be paid the rate of the higher classification.
- G. Employees will be allowed a maximum of two (2) trial periods of fifteen (15) work days each per employee during a twelve (12) month period of time, in which they may return to the same position.

- H. Upon transfer to a new position of more responsibility in a different building, the employee being transferred may have the opportunity, as determined by the Supervisor of Facilities and Grounds, to work with the person who most recently held that position.

In the event that a position requires special skills or certification which no bargaining unit member applicant possesses, the employee shall have 180 calendar days to obtain such skills or certification. In order to take tests for required certification, such employee will be allowed to use six (6) workdays per certification. If an employee in such a position loses any previously held, required certification the employee shall have 60 calendar days to obtain such skills or certification. In order to take tests for required certification, such employee will be allowed to use three (3) workdays per certification. During the period in which an employee does not possess the required special skills or certification, said employee shall receive compensation at his/her prior or current position rate, whichever is lower. If an employee fails to obtain such skills or certification within the allotted days, management may determine to post said position. Should management post said position, the following shall occur:

1. Unless mutually agreed to the contrary by the Employer, Union, and employee, the employee shall be assigned to any vacancy which exists and shall be paid his/her prior position rate;
 2. If not initially assigned to a vacancy, the employee shall be assigned to a temporary relief position and shall be paid at his/her prior position rate;
 3. Unless mutually agreed by the Employer, Union, and employee the employee must take the first vacancy for which s/he is most senior. If said position is at a pay classification lower than s/he was being paid in the prior position, the pay shall be at said prior position rate;
 4. If filling a position at a lower pay classification rate per number 3 above, said employee must post into the first position vacancy at the prior position rate from which s/he is most senior or, if s/he chooses to remain in the lower pay classification position, pay will be at the lower pay rate thereafter.
- I. For buildings that have been merged to form a single school unit, custodians shall be considered assigned to both (or all) buildings comprising the single school unit. Any non-temporary building re-assignment within such a merged school unit will be preceded by related discussion involving the affected employee, building management, and central management. Such discussion will include the reason(s) for said re-assignment. This paragraph pertaining to building mergers is not intended to reduce the number of custodians (or head custodians) assigned to buildings involved in such a merger. This provision, however, does not alter the overtime equalization specified in Article XXVIII as overtime equalization is handled on a building basis.

ARTICLE XVI **PROMOTIONS**

- A. The parties believe that study is a prerequisite for professional growth of staff and, therefore, encourage the participation of employees in in-service and other training programs.

The employer may plan and implement a program of staff development for employees and explore other training programs.

Such staff development programs should be designed to address the professional development needs of employees who are working at a particular assignment or need to be prepared for a new assignment.

Minimally, the employer will make training manuals available to employees and may provide on-the-job training opportunities for the purpose of helping employees meet qualifications for transfers and promotions.

- B. Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Promotion is defined as an employee moving to any higher pay rate classification [e.g. from Custodian II to Groundskeeper (Category 5 to Category 4)]. Special skills or certification as referenced in job descriptions are required. Job vacancies will be posted for a period of five (5) working days, setting forth the minimum requirements for the position in a conspicuous place in the building. Employees interested shall apply, in writing, within the five (5) working day posting period. The senior employee applying in writing for the promotion and who meets the minimum requirements shall be granted a twenty (20) workday trial period in which school is in session to determine:
1. His/her ability to remain on the job;
 2. His/her ability to perform the job.

The applicant awarded the position shall be placed no later than ten (10) working days, if at all possible, after the posting period closes. If the transfer has not been made in the period of ten (10) working days, the employee will be paid the rate of the position he or she was awarded. In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure.

- C. During said twenty (20) work day trial period in which school is in session, the employee shall have the opportunity to revert back to his/her former classification. In addition, the Employer shall also have the right to revert the employee back to his/her former classification if, in the opinion of the Employer, the employee's work is unsatisfactory. In such cases notice and reasons shall be submitted to the employee, in writing, by the Employer with a copy to the Union.
- D. During said trial period, employees shall receive the rate of the job they are performing, and the Employer shall pay for registration fees and other directly related expenses such as travel for required training pertaining to special skills or certification. Such fees and expenses shall be pre-approved by the Employer.
- E. The employee being promoted may have the opportunity, as determined by the Supervisor of Facilities and Grounds, to work with the person who most recently held that position. Any such work shall not be counted as part of the twenty (20) day trial period referenced above.

In the event that a position requires special skills or certification which no bargaining unit member applicant possesses, the employee shall have 180 calendar days to obtain such skills or certification. In order to take tests for required certification, such employee will

be allowed to use six (6) workdays per certification. If an employee in such a position loses any previously held, required certification the employee shall have 60 calendar days to obtain such skills or certification. In order to take tests for required certification, such employee will be allowed to use three (3) workdays per certification. During the period in which an employee does not possess the required special skills or certification, said employee shall receive compensation at his/her prior or current position rate, whichever is lower. If an employee fails to obtain such skills or certification within the allotted days, management may determine to post said position. Should management post said position, the following shall occur:

1. Unless mutually agreed to the contrary by the Employer, Union, and employee, the employee shall be assigned to any vacancy which exists and shall be paid his/her prior position rate;
2. If not initially assigned to a vacancy, the employee shall be assigned to a temporary relief position and shall be paid at his/her prior position rate;
3. Unless mutually agreed by the Employer, Union, and employee the employee must take the first vacancy for which s/he is most senior. If said position is at a pay classification lower than s/he was being paid in the prior position, the pay shall be at said prior position rate;
4. If filling a position at a lower pay classification rate per number 3 above, said employee must post into the first position vacancy at the prior position rate for which s/he is most senior or, if s/he chooses to remain in the lower pay classification position, pay will be at the lower pay rate thereafter.

ARTICLE XVII **VETERANS**

- A. Reinstatement of seniority employees: Any employee who enters into active service in the armed forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge.
- B. Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

A probationary employee who enters the armed forces and meets the foregoing requirements must complete his/her probationary period and upon completing it, will have seniority equal to the time he/she spent in the armed forces, plus sixty (60) days.

- C. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.
- D. Employees who are in some branch of the Armed Forces Reserve of the National Guard will be paid the difference between their reserve pay and their regular pay with the

district when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year will be the limit of this provision.

ARTICLE XVIII **LEAVES OF ABSENCE**

A. Sick Leave

All members covered by this Agreement will accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year. Employees shall work eighteen (18) days in any month to qualify for sick leave. An employee while on paid sick leave, or on the payroll for pay purposes will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and those days will be construed as days worked. Sick leave provisions will be allowed in the event of illness of the employee's spouse or children. Employees shall not accumulate more than ninety (90) days of sick leave. Employees who have accumulated more than ninety (90) shall be bought down to ninety (90) days as indicated below. Initial maximum buy-down shall be ninety (90) days.

Employees who have accumulated ninety (90) days of sick leave shall continue to be granted an additional sick leave day for each month worked.

Those employees who have more than ninety (90) days as of June 30 of each year shall receive \$25 for each day above the ninety (90) day maximum.

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

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

B. Bereavement Leave

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

1. Four (4) days for death in the immediate family. Immediate family to include spouse, child or parent of employee.
2. Three (3) days for death in the family to include grandparents, grandchildren, brother, sister or in-laws of like relationship in this category and above.

One (1) working day a year for the death of a friend or relative not elsewhere defined in this agreement. Such day is deductible from sick leave. Additional days requested may be deducted from personal business days.

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

C. Personal Leave Days

1. Personal business is an absence necessitated by circumstances that are of a personal nature to the employee and cannot be attended to outside the normal working day. Personal business days shall be approved without substantiation or explanation except for the periods of time delineated on the personal business day request form, or if reasonable evidence exists to suspect use of personal business day leave for the unapprovable reasons stated on the request form. Due to the difficulty of securing substitutes on Fridays and a past history of excessive personal business day use on Fridays, employees are encouraged to plan for prearranged personal business days on days other than Friday. Employees may be contacted to request a rescheduling of personal business days contingent upon substitute availability.
2. Personal Business Leave Days may be granted to a maximum of two (2) days per year and to accumulate to four (4) days to attend to business affairs that cannot be performed outside the regular school day. Unused Personal Business Leave Days will be transferred to Sick Leave. Personal Business Days for part-time employees shall be prorated.
3. A request for a Personal Leave Day must be made in writing to the employee's immediate supervisor at least three (3) days in advance, unless the nature of the emergency precludes such notification. Personal Business Days shall not be granted for the day before or after a holiday or to extend a vacation, unless approved by the Superintendent or his/her designee.
4. It is the district's intent that personal business days are appropriate and typical of the following obligations, although these are not all inclusive: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, real estate transactions, honors convocations honoring the employee or members of his or her immediate family, legal or financial matters, moving, registration at a university, marriage, and other personal matters of a business nature.
5. All other requests for personal business leave must be specifically approved by the Superintendent or his/her designee.
6. The provision for paid personal leave is not to be used for the pursuit of sporting or recreational interests, hobbies, associations, shopping or other gainful employment.

D. Emergency Leave

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

E. Unpaid Leave

Upon written request, unpaid leaves of absence for reasonable periods up to one (1) year will be granted without loss of seniority for:

1. Serving in any elected position (public or union).
2. Parental Leave for the purpose of care for and/or preparation for a newborn child or the adoption of a child whose age at the time of adoption does not exceed ten (10) years of age. Request for such leave must be accompanied by a related statement from a physician if relating to a newborn or from a legal agency if relating to an adoption.
3. Medical Leave including prolonged illness in the immediate family. Request for such leave must be accompanied by a related statement from a physician.
4. Education Leave: During the period of such leave the employee shall, upon request of the employer, submit verification of continuing fulfillment of the purpose of the leave.

Such leave may be extended by the employer for like cause.

F. FMLA Leave

The Board will comply with provisions of the Family and Medical Leave Act (FMLA) of 1993. To be eligible for leave under the Act, an employee must have been employed for at least 12 months and must have worked for at least 1250 hours during the previous 12-month period. To the extent required by law, an eligible employee is entitled to a total of 12 work weeks of leave during any fiscal year for one or more of the following:

1. The birth and first-year care of a child;
2. The adoption or foster placement of a child;
3. The illness of an employee's spouse, parent, or child;
4. The employee's own illness.

Said leave shall be unpaid following contractually appropriate utilization of all sick leave days and personal leave days provided for in this contract; such paid leave days must be taken at the beginning of any leave taken under the Act and shall not extend the maximum 12 work week duration of the FMLA leave.

FMLA leave taken on an intermittent or reduced hours basis will be allowed only to the degree mandated by the Act.

To the maximum degree allowed by the Act, the employee shall provide notice prior to leave, certification to take leave, and medical certification to return from leave as may be required by the Board.

Employee return from leave taken under the Act will be to an equivalent position if required by the Act and as governed by relevant contract provision.

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

H. Return to Position/Seniority

1. For approved paid and unpaid leaves that are for periods of no more than one (1) year, the employee will be returned from leave to the specific assignment, if it exists, from which leave was taken. If the specific assignment does not exist,

return will be pursuant to the process specified for "bumping" in the event of building closing or job elimination. Seniority will accrue for up to one (1) year while an employee is on leave.

2. For leaves that are approved by the employer to extend beyond one (1) year, the employee will be returned to the first available and vacant position. Seniority will be frozen at the time in which any leave extends beyond one (1) year.

I. Workers Compensation Leave

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

J. Jury Duty

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

ARTICLE XIX

WORKING HOURS, SHIFT PREMIUM AND PREMIUM PAY AND HOURS

- A. Employees who work on the second and third shift shall receive, in addition to their regular pay for the pay period, ten (10) cents per hour additional compensation for actual hours worked second shift and fifteen (15) cents per hour additional compensation for actual hours worked third shift. Any second or third shift employee required by management to work on the day shift at his/her normal classification shall continue to receive his/her shift premium. This provision, however, would not include the summer period when school is not in session for the summer, or at winter and spring recess times.
- B. The first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m., but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m. A shift shall be considered a regular shift if it is a duration of at least seven (7) calendar days, except for days when school is not in session and the summer work schedule when any or all of the first and second shift workers can be formed into a combined work crew.
- C. The regular full work day shall consist of eight (8) hours per day excluding a thirty (30) minute lunch period which shall not be counted as hours worked in computing overtime.

When an employee's immediate supervisor requires an employee to work during his/her 30 minute lunch time and the employee as a result does not receive a 30 minute, duty-free lunch period the employee's shift will end 30 minutes earlier. Should it be necessary to keep the employee at work until the normal ending time, the last 30 minutes shall be considered overtime for pay purposes. These provisions do not include reasonable

changes in the lunch time schedule to accommodate special programs which may be occurring during the lunch time. The immediate supervisor may schedule regular lunch periods at a time least likely to involve duties arising during the lunch time.

- D. The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, exclusive of third shift, which can be from Monday p.m. until Saturday a.m. Positions that are scheduled outside the normal workweek will be posted as vacancies.

The workweek shall be considered Saturday through Friday for timesheet-reporting purposes.

- E. Employees who work six (6) hours may take two (2) breaks of not to exceed fifteen (15) minutes per break; one during the first half and one during the second half of their regular shift. The same application of work breaks shall apply for overtime. Employees working less than six (6) hours shall be entitled to one fifteen (15) minute working break.

- F. An employee called in to work outside regular shift shall be guaranteed at least two (2) hours pay.

- G. Time and one-half will be paid for all hours outside of the regular workday (eight (8) hours per day) and the workweek five (5) consecutive eight (8) hour days). Time paid during the workday and workweek constitutes time worked.

Security checks which are paid at the rate of time and one-half for actual hours worked (minimum of one hour).

- H. Double time will be paid for all hours worked on Easter Sunday and actual holidays that are defined in this agreement (i.e. does not include a Monday or a Friday off due to the actual holiday falling on a Saturday or Sunday). This provision excludes regular scheduled security checks, which are paid at the rate of time and one-half for actual hours worked (minimum one hour) in addition to holiday pay.

- I. Management will consider employee input, if offered, regarding summer downtime work hours during the period when a building is closed to the public.

ARTICLE XX

HOLIDAY PROVISIONS

- A. The paid holidays are designated as Fourth of July, Labor Day, Thanksgiving, Friday following Thanksgiving Day, the day before Christmas, Christmas Day, the day before New Year's Day, New Year's Day, the Friday before Easter, the Monday after Easter, and Memorial Day, respectively. Employees will be paid their current rate based on an eight (8) hour day for said holidays.

- B. Should a holiday fall on Saturday or Sunday, the Friday before or Monday after shall be considered as a holiday, as determined by the Employer.

C. In addition to the holidays listed above, employees shall be allowed one additional holiday as follows:

- 1) In those years in which July 4 falls on a Tuesday or Thursday, the preceding Monday or following Friday, respectively, will be observed as a holiday;
- or
- 2) In those years in which July 4 does not fall on a Tuesday or Thursday, employees shall be allowed one additional holiday per year. This holiday shall be mutually determined by the Employer and Union prior to July 1 of each year and shall be scheduled for a day when principals and teachers are not in attendance.

ARTICLE XXI
VACATION ELIGIBILITY

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

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

Proration Scale

Five Day Proration Scale

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

ARTICLE XXII
VACATION PERIOD

- A. Vacations will be granted during the year as are suitable, considering both the wishes of the employees and efficiency of operation of the department concerned. Vacation time should be scheduled at least four (4) weeks prior to scheduled vacation if at all possible. The employee with the longest seniority will be given first consideration. During winter and spring recess "down time" not more than three (3) employees from the positions of Maintenance, Head Custodian Senior Highs, Custodian I, or Lead Groundsman, and three (3) employees from the positions of Custodian II, Groundskeeper or Mail Delivery shall be permitted to use vacation time with not more than a total of five (5) employees permitted to use vacation time during this period.

- B. As a general guideline, vacations should be taken in a period of five (5) consecutive days; however, periods of less than five (5) days may be granted by management when it would not adversely impact the operation of a building or department as determined by management. Vacations may be split into one or more weeks providing such scheduling does not drastically interfere with the operation.

Vacation days may be taken in one (1) day increments to extend a weekend provided such use of vacation days does not comprise more than twenty-five (25) percent of the employee's annual allotment of vacation days. Request for such use of vacation days should be made at least six (6) working days prior to the requested vacation day.

- C. When a holiday, as observed in Article XX, falls during a scheduled vacation, vacation will be extended one day continuous with the vacation.

- D. A vacation may not be waived by an employee and extra pay received for working that period. If an employee does not take such vacation time in the year s/he is entitled to it, s/he may not take said vacation time in the subsequent year.

- E. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled upon verification of the illness.

- F. Employees who have completed their first year of employment may use up to five (5) of their earned vacation days as sick leave for an extended illness.

- G. Vacation days will not be advanced to an employee.

- H. Employees may have the option to use one (1) vacation day on their birthday, with the approval of the Employer and with at least two (2) working days advance notice.

- I. Vacations from November 14th through November 30th of each year will be applied for in writing prior to September 30th of each year. No later than October 15th, employees will be given written notice of approval or disapproval, by seniority, of the leave requested. A minimum of five (5) custodial/maintenance employees will be allowed leave at any point during this period unless a district-wide emergency situation necessitates fewer absences of employees. In the event the District determines to allow vacations to more individuals than have applied prior to September 30th, such vacations will be granted on a first come-first serve basis.

ARTICLE XXIII
PAY ADVANCE

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

ARTICLE XXIV
UNION BULLETIN BOARDS

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

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

ARTICLE XXV
RATES FOR NEW JOBS

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

ARTICLE XXVI
TEMPORARY ASSIGNMENT

- A. Temporary assignments for the purpose of filling temporary vacancies are handled as follows:
 - 1) Temporary vacancies the result of employees who are on vacation for two (2) or more consecutive days or employees who are on extended sick leave of more than five (5) calendar days but less than thirty (30) calendar days shall be filled by an employee desiring the assignment who is the senior employee in the building if a

building position or the senior groundskeeper if the vacancy is in the grounds department. The filling of such temporary assignments generally is contingent upon management having at least a three (3) workday advance notice of such vacation or sick leave.

- 2) Temporary vacancies the result of employees who are on extended sick leave of more than thirty (30) calendar days shall be filled by an employee desiring the assignment who is the senior, qualified employee in the building if a building position or the senior, qualified groundskeeper if the vacancy is in the grounds department. The filling of such temporary assignments generally is contingent upon management having at least a three (3) workday advance notice of such sick leave.

Employees filling such temporary assignments will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

- B. During the down time an employee whose regular school shift is other than day shift may request that he/she be retained on the afternoon shift. The request may be granted at management's discretion if there is an afternoon shift scheduled in the building assigned, or as a temporary assignment in another building where an afternoon shift vacancy exists. A written request for the temporary assignment must be submitted to the Supervisor for Facilities and Grounds thirty (30) days prior to the start of the temporary assignment.

ARTICLE XXVII **SAFETY**

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

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

The employer agrees to provide appropriate MIOSHA safety equipment for all employees working in conditions that are unsafe or in conditions that require specialized protective devices or clothing. Clothing that is damaged while fulfilling the responsibilities of the job will be reimbursed as determined by the Supervisor of Facilities and Grounds providing the employee has taken the necessary preventions to protect himself/herself while carrying out his/her job responsibilities.

ARTICLE XXVIII **EQUALIZATION OF OVERTIME**

- A. When the Administration determines there is a need for overtime, such overtime shall be equalized among all employees assigned to that building who are qualified to perform required work, regardless of classification.

When overtime work cannot be covered by the employees within the building, the Administration shall offer the overtime to any qualified bargaining unit employees, regardless of classification. The overtime work shall be first offered to the employee with the least overtime and proceed to the next least, etc. until adequate employees are called. Qualified shall mean the employee's ability, demonstrated by past work or by training, to perform the particular maintenance work or to operate particular equipment. Any employee who wished to qualify himself/herself for more overtime opportunities will be allowed to do so provided such training is done without additional cost to the district.

- B. Security checks shall be offered first to the Custodian with the highest classification in the buildings. These hours shall be included in the process of fulfilling item A.
- C. Overtime work which involves assignments normally completed by groundskeepers shall be offered and equalized exclusively among groundskeepers, unless none are available, then item A. shall apply.
- D. Any employee offered overtime at least 24 hours in advance and refuses the overtime shall be charged with the overtime hours for the purpose of the equalization provision.

ARTICLE XXIX
HOSPITALIZATION, MEDICAL, AND DENTAL COVERAGE

The Board shall provide hospitalization/medical coverage to all full-time employees with the carrier determined by the Board from among the following:

- 1. MASB – SET
- 2. MEBS
- 3. MESSA

Benefits shall be at the SET Ultra Med level in effect each year of this contract agreement with \$5 prescription co-pay and \$250 single subscriber or \$500 two-person/full family annual deductible unless a change is mutually determined by the parties (NOTE: July and August, 2000 were at the \$50/\$100 deductible rates). The coverage shall be for a single subscriber, two person, or full-family, whichever is needed, based on the plan currently in effect in the District.

The hospitalization/medical coverage shall be available to all part-time regular employees. If the employees choose such coverage, the Board shall pay a pro-rated portion of the premium cost and the employee shall pay the difference.

For 2000-2001, the maximum Board-paid premium contribution for hospitalization/medical coverage shall be an amount not to exceed eight percent (8%) more than the maximum 1999-2000 Board-paid premium contribution, and for 2001-2002 and 2002-2003, the maximum Board-paid premium contribution shall be an amount not to exceed twelve percent (12%) more than the prior year maximum Board-paid premium contribution, as set forth below.

Specifically, maximum Board-paid monthly premiums will be as follows:

	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
1 person	\$273.93	\$306.80	\$343.62
2 person	\$577.64	\$646.96	\$724.60
Full Family	\$649.61	\$727.56	\$814.87

The Board-paid maximums for 2003-2004 and 2004-2005 will be determined on a year-to-year basis with the Board-paid maximum in each year being twelve percent (12%) more than the prior year Board-paid premium contribution unless increased beyond twelve percent (12%) pursuant to Paragraph 9 of the TCAF Letter of Agreement. For a year following a year that said contribution was so increased beyond twelve percent (12%), the Board-paid maximum will be twelve percent (12%) more than the Board-paid premium contribution in the prior year.

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

ARTICLE XXX
WORKERS' COMPENSATION

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

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

ARTICLE XXXI
NO STRIKE

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

ARTICLE XXXII
MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

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

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, subject to special conference with the Union prior to becoming effective, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and Laws of the United States.

ARTICLE XXXIII **TERMINATION AND MODIFICATION**

This Agreement shall be in effect as of its date of ratification and shall continue in full force and effect until June 30, 2005. At any time subsequent to May 1, 2005, either party may give written notice to the other of its desire to negotiate a new Agreement for the following year, and meetings between the parties for that purpose shall begin not later than twenty (20) days after delivery of such written notification. Notice of termination or modification: Notice shall be in writing and shall be sufficient, if sent by certified, addressed mail to the Union to American Federation of State, County, and Municipal Employees, Local 1421, Council 25, G-4101 Clio Road, Flint, MI 48504, and if to the Employer, addressed to Superintendent, Lapeer Community Schools, 1025 West Nepeessing Street, Lapeer, MI 48446, or to any such address as the Union or the Employer may make available to each other.

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

ARTICLE XXXIV **DAYS THAT CUSTODIANS MAY NOT BE REQUIRED TO WORK**

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

**ARTICLE XXXV
OTHER BENEFITS**

A. Life Insurance

Employees working more than twenty (20) hours per week will receive a thirty thousand dollar (\$30,000) term life insurance policy. Employees working twenty (20) hours per week or less shall receive a fifteen thousand dollar (\$15,000) term life insurance policy.

B. Retirement Allowance

1. The Board agrees to provide two hundred dollars (\$200) upon retirement to custodians who have worked for the District for ten (10) years. In addition, the Board agrees to provide twenty dollars (\$20) per year above the ten (10) year level upon retirement.
2. Upon retirement or termination an employee with a minimum of ten years service shall be granted fourteen dollars and fifty cents (\$14.50) for each accumulated sick leave day.

C. Longevity

Longevity will be paid at the following rate:

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of October 5th, 2000.

Signed for Lapeer Community Schools'
Board of Education

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

Arthur R. Sieting, President

Stu Coe, President

Peggy Bush, Secretary

Peter Haggadone, Vice-President

**APPENDIX A
PENSIONS**

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

**APPENDIX B
CLASSIFICATIONS AND RATES**

Classifications of employees shall be as follows with said classifications to be listed on respective job descriptions.

A. Classification

1. Maintenance
Head Custodians – Senior Highs
2. Lead Groundskeeper
Custodian I
Junior High
Maple Grove
Mayfield
3. Custodian I
Attica
East
Elba
Irwin
Lynch
Murphy
Schickler
Seaton
Turrill
West
White/ASC
Woodside
4. Custodian I
Cramton
Hadley
Groundskeeper
Mail Delivery
5. Custodian II

Each unit member employed as of the date of the 2000-2001 contract ratification is presumed to meet the general qualifications standards (but not the certification standards) for the position assigned to at the time of said ratification.

B. Rates

2000-2001 WAGE RATE SCHEDULE

<u>Classification</u>	<u>Start</u>	<u>6 mos.</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>	<u>6 years</u>	<u>7 years</u>	<u>8 years</u>	<u>9 years</u>	<u>10 years</u>	<u>11 years</u>
1	\$15.58	\$15.72	\$15.88	\$16.04	\$16.20	\$16.36	\$16.52						
2	\$14.86	\$14.99	\$15.14	\$15.29	\$15.44	\$15.59	\$15.79						
3	\$14.36	\$14.49	\$14.63	\$14.78	\$14.93	\$15.08	\$15.23	\$15.38	\$15.60				
4	\$13.50	\$13.91	\$14.29	\$14.43	\$14.57	\$14.72	\$14.87	\$15.02	\$15.17	\$15.32	\$15.45		
5	\$11.25	\$11.81	\$12.40	\$13.02	\$13.70	\$13.84	\$13.98	\$14.12	\$14.26	\$14.40	\$14.54	\$14.69	\$14.91

2001-2002 WAGE RATE SCHEDULE

<u>Classification</u>	<u>Start</u>	<u>6 mos.</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>	<u>6 years</u>	<u>7 years</u>	<u>8 years</u>	<u>9 years</u>	<u>10 years</u>	<u>11 years</u>
1	\$15.93	\$16.09	\$16.25	\$16.41	\$16.57	\$16.74	\$17.30						
2	\$15.18	\$15.32	\$15.47	\$15.62	\$15.78	\$15.94	\$16.49						
3	\$14.65	\$14.78	\$14.93	\$15.08	\$15.23	\$15.38	\$15.53	\$15.69	\$15.90				
4	\$13.77	\$14.15	\$14.55	\$14.70	\$14.85	\$15.00	\$15.15	\$15.30	\$15.45	\$15.53	\$15.60		
5	\$11.45	\$12.00	\$12.60	\$13.25	\$13.80	\$13.94	\$14.08	\$14.22	\$14.36	\$14.50	\$14.65	\$14.80	\$15.02

Also, in 2000-2001 and 2001-2002 only, a wage structure transition allowance will be paid as follows to employees not receiving Step increases during either 2000-2001 or 2001-2002, as applicable.

Classification 3 \$ 50.00
 Classifications 4 and 5 \$100.00

Said allowance shall be paid in 2000-2001 no later than the second pay period following contract approval by the Board and shall be paid on the first pay in 2001-2002.

2002-2003, 2003-2004, 2004-2005

For the 2002-2003, 2003-2004, and 2004-2005 fiscal years, hourly wage rates for each step within each classification reflected in the Wage Rate Schedule will be determined using the Total Compensation Adjustment Formula (TCAF). For each of these fiscal years, hourly wage rates shall increase (over corresponding wage rates from the prior year's Wage Rate Schedule) by at least one percent (1%) but not more than four percent (4%) as reflected in the Hourly Wage Rate Schedules attached. The TCAF will be applied in June for the subsequent school year beginning each July 1 to determine the actual rate of increase that will be within the one percent and four percent parameters.

The TCAF for said years will provide for increases in total compensation between 0% and 4%, commensurate with the District's annual increase in foundation allowance (limited to a maximum of 4%). Total compensation includes wages, longevity payments, social security and Medicare taxes, MPSERS contributions, medical insurance including a 12% cap on medical each year, and other insurances including dental, vision, life, LTD, and AD & D. TCAF will apply the increases or decreases in the costs of all elements of total compensation other than wages to determine the actual rate, between one percent (1%) and four percent (4%) that wage rates will increase from year to year. TCAF is specified in the "TCAF Letter of Agreement."

APPENDIX C
TEMPORARY EMPLOYEES AND SUBSTITUTE EMPLOYEES

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

A listing of substitute employee hours worked during each six (6) month period will be forwarded to the Union.

APPENDIX D
VEHICLE EXPENSES

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

APPENDIX E
WORK PERFORMED BY MANAGEMENT

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

APPENDIX F
COPIES OF CONTRACT

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

APPENDIX G
EMERGENCY DAYS

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

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

Employee's Name	Date of Request
Building Assignment(s)/Position	Date(s) of Absence (Indicate times if less than a full day)

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

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

Explanation if #7 applies: _____

EMPLOYEE SIGNATURE

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

 Principal's Signature

 Date

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

 Signature

 Date

APPENDIX I
LETTER OF AGREEMENT
AMERICAN WITH DISABILITIES ACT

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

APPENDIX J
UNIFORMS

The District will provide five (5) changes of seasonal uniform shirts per week for all maintenance and grounds employees and, upon employee request, five (5) changes of uniform pants will be provided. If uniform pants are not requested by an employee, serviceable denim pants must be worn. In addition, one (1) pair of summer coveralls and one (1) pair of winter coveralls will be provided for all maintenance and grounds employees. Upon employee request, the District will clean coveralls up to twice per year.

Uniform shirts shall be worn daily by all maintenance and grounds employees. If uniform pants have been requested and provided, they shall be worn daily. Coveralls are to be worn as needed.

APPENDIX K
EVALUATION

The Board and the Union recognize the right, duty, and responsibility of management to make periodic evaluations of the performance of employees. The objectives of the evaluation process are as follows:

1. To provide a fair and equitable evaluation system that will help to provide the best possible employees for the Lapeer Community Schools;
2. To provide recognition of employee strengths and weaknesses as well as to provide assistance to employees who seek to improve their effectiveness or who need to correct deficiencies which have been identified;
3. To facilitate communication between supervisor and employee about job expectations and performance;
4. To provide written documentation of performance for use in transfers and promotions;
5. To clarify job expectations.

A. Evaluators

1. The appropriate building supervisor or other designee of the superintendent evaluates employees assigned to a particular position. This supervisor or other designee of the superintendent is referred to as the "evaluator" hereinafter. The employee may request a different evaluator. Such request shall be in writing to the superintendent or his/her designee stating the reason(s) for such request. Any change in assigned evaluator shall be at the sole discretion of the superintendent or his/her designee. Assignment of said evaluator shall not be subject to the grievance procedure. The evaluation instrument, "Custodial /Maintenance /Grounds Employee Performance Rating Report," is hereinafter referred to as the "report."
2. The appropriate central manager or other designee of the superintendent will review items 1-6 in the report and will provide "central management comments". Such comments pertain to the employee's job performance and/or job-related skills. At any time in the evaluation process the employee or the evaluator may ask to involve the central manager or other designee of the superintendent to become involved in the evaluation process.

B. Representation

An employee may have a representative of the Union present at any evaluation conference. The employee is responsible for arranging such representation.

The evaluation of non-probationary employees is subject to the grievance procedure to the superintendent level only (Step Three).

C. Evaluation Procedure

1. The work performance of an employee shall be evaluated at least annually. It is mutually agreed and understood that evaluations may occur as frequently as needed in the judgment of the evaluator.
2. Before an employee is rated as unsatisfactory in his/her job performance, the evaluator shall meet with the individual prior to such a rating being submitted in order to put the employee on notice that his/her job performance is not satisfactory and to discuss means of improvement.
3. If an employee will receive an unsatisfactory overall performance summary, the employee will be notified of such rating prior to the evaluation review meeting so that he/she may arrange for Union representation if so desired. If the employee is rated unsatisfactory in his/her job performance at the evaluation review, the evaluator will counsel the employee as to how to improve and how to proceed in order to strengthen the weakness(es).
4. The employee may attach a rebuttal to any "Performance Rating Report" he or she is in disagreement with.

D. Probationary Employees

Probationary employees shall be evaluated prior to the conclusion of their probationary period. The evaluation of probationary employees shall not be subject to the grievance procedure.

LAPEER COMMUNITY SCHOOLS
 CUSTODIAL/MAINTENANCE/GROUNDS
 EMPLOYEE PERFORMANCE RATING
 REPORT

EMPLOYEE NAME (PRINT) _____ DATE OF REPORT _____
 POSITION OR TITLE _____ DATE OF LAST REPORT _____

REASON FOR RATING PERIODIC REVIEW _____ ASSIGNMENT CHANGE _____	HOW LONG HAS EMPLOYEE WORKED IN THIS UNIT? _____ HOW LONG HAS EMPLOYEE WORKED IN THIS POSITION? _____ HOW LONG HAS EMPLOYEE WORKED UNDER YOUR SUPERVISION? _____
---	--

1. WHAT SPECIFIC ACCOMPLISHMENTS/ACHIEVEMENTS HAS THE EMPLOYEE CONTRIBUTED TO DURING THIS REPORTING PERIOD?

2. WHAT ARE THE EMPLOYEE'S STRENGTHS AND/OR SPECIAL QUALIFICATIONS?

PERFORMANCE RATING FACTORS (X)

RATING:	UNSATISFACTORY	BELOW AVERAGE	AVERAGE	ABOVE AVERAGE	OUTSTANDING	
A. Work Quality	A _____	A _____	A _____	A _____	A _____	
B. Work Quantity	B _____	B _____	B _____	B _____	B _____	
C. Safety Consciousness	C _____	C _____	C _____	C _____	C _____	
D. Appropriate Apparel	D _____	D _____	D _____	D _____	D _____	
E. Attendance	E _____	E _____	E _____	E _____	E _____	
F. Punctuality	F _____	F _____	F _____	F _____	F _____	
G. Dependability	G _____	G _____	G _____	G _____	G _____	
H. Communication Skills	H _____	H _____	H _____	H _____	H _____	
I. Use of good judgment	I _____	I _____	I _____	I _____	I _____	
J. Job commitment	J _____	J _____	J _____	J _____	J _____	
K. Initiative	K _____	K _____	K _____	K _____	K _____	
L. Employee Relations	L _____	L _____	L _____	L _____	L _____	
M. Technical/Mechanical Skill	M _____	M _____	M _____	M _____	M _____	N/A _____

USING SECTION 3 BELOW, PROVIDE COMMENTS FOR ALL RATINGS OF LESS THAN AVERAGE.

3. IN WHAT AREA (S) AND/OR WAY (S) DOES THE EMPLOYEE NEED TO IMPROVE TO ENHANCE PERFORMANCE?

4. HAS IMPROVEMENT TAKEN PLACE IN AREAS DETERMINED TO BE DEFICIENT, IF ANY, IN PREVIOUS PERFORMANCE EVALUATIONS?

5. STATE ANY OTHER FACTORS, CIRCUMSTANCES, OR CONDITIONS NOT INDICATED ABOVE WHICH HAS AN INFLUENCE ON THE EMPLOYEE'S PERFORMANCE RATING FOR THIS REPORTING PERIOD.

6. EMPLOYEE GOAL (S) - CONSISTENT WITH THE DISTRICT'S BELIEF IN CONTINUOUS IMPROVEMENT, EACH EMPLOYEE ESTABLISHES ANNUAL GOALS THAT ARE INTENDED TO IMPROVE EMPLOYEE PERFORMANCE OR OTHERWISE SUPPORT BUILDING/DEPARTMENT INITIATIVES. SUCH GOALS ARE DEVELOPED BY THE EMPLOYEE IN CONSULTATION WITH THE SUPERVISOR AND MAY BE MORE OR LESS THAN ONE YEAR IN DURATION.

7. CENTRAL MANAGEMENT COMMENTS

CENTRAL MANAGEMENT SIGNATURE _____ DATE: _____

8. PERFORMANCE SUMMARY (X)

- ____ UNSATISFACTORY
- ____ BELOW AVERAGE
- ____ AVERAGE
- ____ ABOVE AVERAGE
- ____ OUTSTANDING

DEVELOPMENT SUMMARY

- ____ CAPABLE OF ASSUMING SOME ADDITIONAL RESPONSIBILITIES
- ____ READY FOR ADDITIONAL RESPONSIBILITY

ADDITIONAL TRAINING NEEDED: _____

SUPERVISOR'S SUMMARY COMMENTS:

SUPERVISOR'S SIGNATURE _____ DATE: _____

EMPLOYEE'S SIGNATURE _____ DATE: _____

Employee's signature signifies receipt of this evaluation but not necessarily agreement with all of its contents.

**CUSTODIAN/MAINTENANCE/GROUNDS
EMPLOYEE PERFORMANCE RUBRIC**

A. Work Quality

Unsatisfactory	The employee demonstrates a lack of attention to quality work within the work assignment.
Below Average	Above unsatisfactory performance but below average performance
Average	The employee consistently completes work of a quality nature.
Above Average	Above average but below outstanding
Outstanding	The employee completes quality work in every situation and consistently exceeds expectations.

B. Work Quantity

Unsatisfactory	The employee is unable and/or unwilling to regularly complete the expected work assignments.
Below Average	Above unsatisfactory but below average
Average	The employee consistently completes the expected quantity of work.
Above Average	Above average but less than outstanding
Outstanding	The employee consistently completes more work than is expected.

C. Safety Consciousness

Unsatisfactory	The employee allows the physical environment and/or work activities to be unsafe.
Below Average	Above unsatisfactory but below average
Average	The employee works to create a physical environment that is safe and adheres to expected safety procedures.
Above Average	Above average but below outstanding
Outstanding	In addition to working to create a physical environment that is safe and adhering to expected safety procedures, the employee consistently makes suggestions that enhance the safety of the physical environment and/or routines.

D. Appropriate Apparel

Unsatisfactory	The employee neglects grooming, or is careless about clothing or dressing appropriately.
Below Average	Above unsatisfactory but below average
Average	The employee appears well groomed on all occasions and shows care and attention to appropriate clothing.
Above Average	Above average but below outstanding
Outstanding	The employee sets an excellent example for other employees by adhering to the highest standards of grooming and clothing.

E. Attendance

Unsatisfactory	The employee is frequently absent from work and seldom accrues paid sick leave and personal business leave from year-to-year.
Below Average	Above unsatisfactory but below average
Average	The employee is absent only occasionally unless for a long-term, serious health condition.
Above Average	Above average but below outstanding
Outstanding	The employee is absent infrequently and consistently carries accrued sick leave and personal business leave over year-to-year.

F. Punctuality

Unsatisfactory	The employee frequently is late for work and/or often does not complete assignments in a timely manner.
Below Average	Above unsatisfactory but below average
Average	The employee consistently is on time for work and completes assignments in a timely manner.
Above Average	Above average but below outstanding
Outstanding	The employee is always punctual and often completes responsibilities prior to deadlines.

G. Dependability

Unsatisfactory	The employee avoids responsibilities, is slow in completing responsibilities, and/or expresses a negative attitude toward expectations.
Below Average	Above unsatisfactory but below average
Average	The employee accepts responsibility and completes assignments in a timely manner.
Above Average	Above average but below outstanding
Outstanding	The employee is eager to assume responsibilities beyond normal expectations and is dependable in accomplishing all responsibilities.

H. Communication Skills

Unsatisfactory	The employee consistently uses incorrect and/or inappropriate language.
Below Average	Above unsatisfactory but below average
Average	The employee consistently uses correct and appropriate language.
Above Average	Above average but below outstanding
Outstanding	The employee consistently utilizes exemplary language and sets an excellent example for others.

H. Use of Good Judgment

Unsatisfactory	The employee regularly gets into negative situations and/or inappropriate situations because of not using good judgment.
Below Average	Above unsatisfactory but below average
Average	The employee consistently utilizes good judgment in all work situations.
Above Average	Above average but below outstanding
Outstanding	The employee consistently demonstrates exemplary use of good judgment which enhances relationships with others and performance of job requirements.

J. Job Commitment

Unsatisfactory	The employee often avoids responsibilities, is slow in completing responsibilities, or expresses negative attitude toward work expectations.
Below Average	Above unsatisfactory but below average
Average	The employee assumes responsibilities, is always dependable, suggests ideas, and encourages others.
Above Average	Above average but below outstanding
Outstanding	The employee displays the highest amount of initiative, enthusiasm, and dependability in meeting responsibilities and job expectations.

K. Initiative

Unsatisfactory	The employee regularly lacks initiative and, therefore, does not adequately complete work assignments.
Below Average	Above unsatisfactory but below average
Average	The employee demonstrates initiative by adequately completing work expectations and, occasionally, suggests ways to perform responsibilities in a different fashion.
Above Average	Above average but below outstanding
Outstanding	The employee demonstrates the highest initiative as evidenced by consistently completing work assignments in superlative fashion and regularly suggests ways to perform responsibilities in a different fashion.

L. Employee Relations

Unsatisfactory	The employee frequently acts and/or speaks with staff in a manner that does not promote positive employee relations.
Below Average	Above unsatisfactory but below average
Average	The employee consistently acts toward and/or speaks with staff in a professional and cordial manner which promotes positive employee relations.
Above Average	Above average but below outstanding
Outstanding	The employee consistently acts toward and speaks with staff in a manner that demonstrates respect and promotes the highest order of positive employee relations.

M. Technical/Mechanical Skill

Unsatisfactory	The employee does not demonstrate adequate knowledge of technical/mechanical skill which is evidenced in on-the-job performance.
Below Average	Above unsatisfactory but below average
Average	The employee demonstrates necessary technical/mechanical skills needed to appropriately complete job responsibilities.
Above Average	Above average but below outstanding
Outstanding	The employee demonstrates technical/mechanical skill necessary for outstanding completion of current job responsibilities and, further, demonstrates such skill necessary for successful performance in other District Maintenance, Head Custodian, Custodian I or Lead Groundskeeper positions.

LETTER OF AGREEMENT
RE: TOTAL COMPENSATION ADJUSTMENT FORMULA (TCAF)

Step 1 Determine LCS Foundation Allowance for the Base Year and for the Current Year. For the first application of this TCAF, the Base Year is 2001-02 and the Current Year is 2002-03. In each year thereafter, the Base Year is the Current Year from the preceding year.

Step 2 Compute LFA_{c%} as the rate of change in the LCS Foundation Allowance from the Base Year to the current year. For purposes of Step 5, this amount shall not be less than 0% nor greater than 4%.

Step 3 Compute $TC_{by} = DC_{by} + IC_{by}$ for each continuing member:

(a) Compute $DC_{by} = RP_{by} + K_{Lby}$ where:

$RP_{by} = (R_{by} \times K_{hd} \times K_{dy}) + K_{sd}$ for each continuing employee in the bargaining unit at the first pay date in June of the base year where R_{by} is the employee's wage rate per hour (as adjusted for step increases during the Base year for those days and hours applicable) in the base year, K_{hd} is the hours per day of the employee's regular assignment and K_{dy} is the number of days per year that are paid (for purposes of the TCAF only, use 262 days for both the base year and the current year which includes paid holidays) and K_{sd} is the amount of pay attributable to shift differential and,

K_{Lby} = the longevity payment due the continuing employee that is determined by reference to Appendix C of the contract and the employee's years of service as of the end of the Base Year.

(b) Compute $IC_{by} = Vmps_{by} + Vfica_{by} + Kmed_{by} + Kbl_{by} + Kden_{by} + Kvis_{by} + Kltd_{by} + Kgtl_{by} + Kadd_{by}$ where:

$Vmps_{by} = RP_{by} \times 7/26 \times Rmps1_{by} + (RP_{by} + K_{Lby}) \times 19/26 \times Rmps2_{by}$ where $Rmps1_{by}$ is the MPERS contribution rate applying to the pay dates prior to October 1 (generally, 7 of the 26 annual pay dates) of the Base year and where $Rmps2_{by}$ is the MPERS contribution rate applying to the pay dates on or after October 1 of the Base year.

$Vfica_{by} = (RP_{by} + K_{Lby}) \times .0765$ until and unless Federal law changes the Social Security and Medicare employer/employee contribution rates from the 6.2 % and 1.45% rates in current law (hasn't changed in last 20+ years).

$Kmed_{by} = Kmed_{fby} \times N_{ff} + Kmed_{2pby} \times N_{m2p} + Kmed_{sby} \times N_s$ where $Kmed_{fby}$, $Kmed_{2pby}$ and $Kmed_{sby}$ are the annual premium rates for medical coverage attributable to full family, 2-party and single participants in effect throughout the Base year reduced by employee contributions that result from the "cap" on Board-paid amounts, respectively. N_{ff} , N_{m2p} and N_s are the number of full family, 2-

party and single participants as of the first pay date in June of the Base year, adjusted to reflect only continuing members. N_{ff} , N_{m2p} and N_s , as adjusted, are used as the number of medical plan participants for the appropriate coverage group for both the Base Year and the current year.

$Kbl_{by} = Kblr_{by} \times (N_{ff} + N_{m2p} + N_s)$ where $Kblr_{by}$ is the annual rate for Basic Life coverage included with medical insurance plan participants effective during the Base year (\$28.32 per year for the last several years) and N_{ff} , N_{m2p} and N_s are as described above.

$Kden_{by} = Kden_{80by} \times N_{80} + Kden_{50by} \times N_{50}$ where $Kden_{80by}$ and $Kden_{50by}$ are the Base year annual premiums for dental coverage related to the plans for 80% coverage up to a maximum of \$1,000 in classes I, II and III and the 50% plan, respectively and as described in Section D of Article XXXVII of the contract (relating to dental insurance). N_{80} and N_{50} are the number of dental plan participants for the appropriate coverage group for both the Base Year and the current year.

$Kvis_{by} = Kvis_{v1by} \times N_{v1} + Kvis_{v3by} \times N_{v3}$ where $Kvis_{v1by}$ and $Kvis_{v3by}$ are the annual premiums for vision coverage related to the VSP III plan and the VSP I plan, respectively and as described in Section E of Article XXXVII of the contract (relating to dental insurance). N_{v1} and N_{v3} are the number of vision plan participants for the appropriate coverage group for both the Base Year and the current year.

$Kltd_{by} = Kltd_{rby} \times RP_{by}$ where $Kltd_{rby}$ is the rate applied during the Base year to the regular annual wage to determine the annual premium for long term disability coverage. That rate has been .007 for several years.

$Kgtl_{by} = Kcov1_{by} \times Kcov1r_{by} + Kcov2_{by} \times Kcov2r_{by}$ where $Kcov1_{by}$ is the amount of the group term life insurance coverage provided, during the Base year, to each employee working more than twenty hours per week and $Kcov2_{by}$ is the amount of the group term life insurance coverage provided, during the Base year, to each employee working twenty hours per week or less under Article XXXV of the contract. These amounts will be \$30,000 and \$15,000, respectively for the Base Year of 2001-02. $Kcov1r_{by}$ and $Kcov2r_{by}$ are the rates per thousand dollars of coverage (converted to an annual rate) charged by the insurer during the Base year to determine the premium for each level of coverage. Currently the rate is .0003 per thousand per month or .0036 per thousand per year for each level of coverage.

$Kadd_{by} = Kcov1_{by} \times Kcov1ar_{by} + Kcov2_{by} \times Kcov2ar_{by}$ where $Kcov1_{by}$ is the amount of the Accidental Death and Dismemberment insurance coverage provided during the Base year to each employee working more than twenty hours per week and $Kcov2_{by}$ is the amount of the group term life insurance coverage provided during the Base year to each employee working twenty hours per week or less under Article XXXV of the contract. These amounts will be \$30,000 and

\$15,000, respectively for the Base Year of 2001-02. $K_{cov1ar_{by}}$ and $K_{cov2ar_{by}}$ are the rates per thousand dollars of coverage (converted to an annual rate) charged by the insurer, during the Base year, to determine the premium for each level of coverage. Currently the rate is \$0.025 per thousand per month or \$.30 per thousand per year for each level of coverage.

Step 4 Compute aggregate TC_{by} for all continuing members by adding TC_{by} for each continuing member.

Step 5 Compute $TC_{cy} = TC_{by} \times (1 + LFA_{c\%})$

Step 6 Compute IC_{cy} for all continuing members where:

$$IC_{cy} = V_{mps_{cy}} + V_{fica_{cy}} + K_{med_{cy}} + K_{blr_{cy}} + K_{den_{cy}} + K_{vis_{cy}} + K_{ltd_{cy}} + K_{gtl_{cy}} + K_{add_{cy}} \text{ and,}$$

$V_{mps_{cy}} = RP_{cy} \times 7/26 \times R_{mps1_{cy}} + (RP_{cy} + K_{Lcy}) \times 19/26 \times R_{mps2_{cy}}$ where $R_{mps1_{cy}}$ is the MPSERS contribution rate applying to the pay dates prior to October 1 (generally, 7 of the 26 annual pay dates) of the current year (will be the same as $R_{mps2_{by}}$) and where $R_{mps2_{cy}}$ is the MPSERS contribution rate applying to the pay dates after October 1 of the current year. $R_{mps1_{cy}}$ is always known in June of the Base year and $R_{mps2_{cy}}$ is generally specified in the State Aid Act update legislation or the governor's budget.

$V_{fica_{cy}} = (RP_{cy} + K_{Lcy}) \times .0765$ until and unless Federal law changes the Social Security and Medicare employer/employee contribution rates.

$K_{med_{cy}} = K_{med_{ffcy}} \times N_{ff} + K_{med_{2pcy}} \times N_{m2p} + K_{med_{scy}} \times N_s$ where $K_{med_{ffcy}}$, $K_{med_{2pcy}}$ and $K_{med_{scy}}$ are the annual premium rates for medical coverage attributable to full family, 2-party and single participants announced in May or June of the Base year to be effect throughout the current year reduced by employee contributions that result from the "cap" on Board-paid amounts, respectively. The "capped amount" is determined by application of the 12% increase over the prior year Board-paid amount unless an adjustment was made to the "capped amount" as determined under Step 9 from application of TCAP in the prior year. As noted above in Step 3 (b), N_{ff} , N_{m2p} and N_s are the number of full family, 2-party and single participants as of the first pay date in June of the Base year, adjusted to reflect only continuing members.

$K_{blr_{cy}} = K_{blr_{cy}} \times (N_{ff} + N_{m2p} + N_s)$ where $K_{blr_{cy}}$ is the annual rate for Basic Life coverage included with medical insurance plan participants effective for the current year (\$28.32 per year for the last several years) and N_{ff} , N_{m2p} and N_s are as described above. This annual rate is announced in May or June of the Base year with the medical insurance rate announcement.

$K_{den_{cy}} = K_{den_{80cy}} \times N_{80} + K_{den_{50cy}} \times N_{50}$ where $K_{den_{80cy}}$ and $K_{den_{50cy}}$ are the current year annual premiums for dental coverage related to the plans for 80%

coverage up to a maximum of \$1,000 in classes I, II and III and the 50% plan, respectively and as described in Section D of Article XXXVII of the contract (relating to dental insurance). These rates are generally available in May or June of the Base year. As noted above in Step 3 (b), N_{80} and N_{50} are the number of dental plan participants for the appropriate coverage group for both the Base Year and the current year.

$K_{vis_{cy}} = K_{vis_{v1cy}} \times N_{v1} + K_{vis_{v3cy}} \times N_{v3}$ where $K_{vis_{v1cy}}$ and $K_{vis_{v3cy}}$ are the current year annual premiums for vision coverage related to the VSP III plan and the VSP I plan, respectively, and as described in Section E of Article XXXVII of the contract (relating to dental insurance). These rates are generally available in May or June of the Base year. As noted above in Step 3 (b), N_{v1} and N_{v3} are the number of vision plan participants for the appropriate coverage group for both the Base Year and the current year.

$K_{ltd_{cy}} = K_{ltd_{rcy}} \times RP_{cy}$ where $K_{ltd_{rcy}}$ is the rate to be applied during the current year to the regular annual wage to determine the current year annual premium for long term disability coverage. That rate has been .007 for several years. If a change were to occur for the current year, it would most likely be known by June of the Base year.

$K_{gtl_{cy}} = K_{cov1_{cy}} \times K_{cov1_{rcy}} + K_{cov2_{cy}} \times K_{cov2_{rcy}}$ where $K_{cov1_{cy}}$ is the amount of the group term life insurance coverage to be provided, during the current year, to each employee working more than twenty hours per week and $K_{cov2_{cy}}$ is the amount of the group term life insurance coverage to be provided, during the current year, to each employee working twenty hours per week or less under Article XXXV of the contract. $K_{cov1_{rcy}}$ and $K_{cov2_{rcy}}$ are the rates per thousand dollars of coverage (converted to an annual rate) to be charged by the insurer to determine the premium for each level of coverage during the current year. If a change were to occur for the current year, it would most likely be known by June of the Base year.

$K_{add_{cy}} = K_{cov1_{cy}} \times K_{cov1_{rcy}} + K_{cov2_{cy}} \times K_{cov2_{rcy}}$ where $K_{cov1_{cy}}$ is the amount of the Accidental Death and Dismemberment insurance coverage to be provided to each employee, during the current year, working more than twenty hours per week and $K_{cov2_{cy}}$ is the amount of the group term life insurance coverage to be provided to each employee working, during the current year, twenty hours per week or less under Article XXXV of the contract. $K_{cov1_{rcy}}$ and $K_{cov2_{rcy}}$ are the rates per thousand dollars of coverage (converted to an annual rate) to be charged by the insurer to determine the premium for each level of coverage. If a rate change were to occur for the current year, it would most likely be known by June of the Base year.

Step 7

Compute $DC_{cy} = TC_{cy} - IC_{cy}$ using the results of Steps 5 and 6 above. The result of this Step 7 will be a dollar value ($C1_{cy}$) minus the product of RP_{cy} and a variable (V_{cy})

Step 8 Compute $RP_{cy} = DC_{cy} - K_{Lcy} - K_{sd}$ where:

DC_{cy} is the expression $C1_{cy} + V_{cy} \times RP_{cy}$ that is the result of Step 7 and

K_{Lcy} = the total amount of longevity payments due to all continuing employees that is determined by reference to Appendix C of the contract and each employee's years of service as of the end of the current Year and

K_{sd} = the amount of shift differential pay for each continuing member.

The result of this Step 8 will be a dollar value ($C2_{cy}$) minus the product of RP_{cy} and the variable (V_{cy})

Step 9 Compute $WSF = C2_{cy} - RP_{cy0\%} - (V_{cy} \times RP_{cy0\%})$ divided by $RP_{cy0\%} + (V_{cy} \times RP_{cy0\%})$ where,

$RP_{cy0\%} = R_{cy} \times K_{hd} \times K_{dy}$ for each continuing employee in the bargaining unit at the first pay date in June of the base year where R_{cy} is the employee's wage rates per hour (as adjusted for step increases during the current year) from the base year, K_{hd} is the hours per day of the employee's regular assignment and K_{dy} is the number of days per year that are paid (260 which includes paid holidays). For purposes of this Step 8, R_{cy} is the determined with reference to the Wage Rate Schedule from the Base year (but adjusted for step increases that will occur during the current year). The result of this Step 8 will be a decimal value that can be expressed as a percentage.

Step 10 The rate of increase in each element of the Wage Rate Schedules from the Base year to the current year is determined as follows:

- (a) If WSF is less than one one-hundredth (.01), the one percent (1%) minimum will be the increase in wage rates from the Base year to the current year,
- (b) If WSF is greater than one one-hundredth (.01) but less than or equal to four one-hundredths (.04), the percent increase in wage rates from the Base year to the current year will be determined equal to WSF, expressed as a percent. For instance, if $WSF = .035$, then the percent increase in wage rates from the Base year to the current year will be three and five tenths percent (3.5%) and,
- (c) If WSF is greater than four one-hundredths (.04), the four percent (4%) maximum will be the increase in wage rates from the Base year to the current year and Step 11 must be completed.

Step 11 If the WSF determined in Step 10 (c) above is greater than four percent (4%), the Medical "cap" for the year subsequent to the current year ($RevMCAP_{cy+1}$) will be

computed as follows in (a) to (d) for each of the levels of coverage (full family, 2-party and single) where;

$$\text{RevMCAP}_{cy+1} = \text{MCAP}_{cy} \times (1 + .12) + \text{MCAPadd}_{cy+1}$$

- (a) Compute $\text{TC}_{cy} = \text{IC}_{cy} + \text{K}_{Lcy} + (\text{WSF} \times \text{R}_{cy} \times \text{K}_{hd} \times \text{K}_{dy})$ using the value of WSF that is greater than 1.04 as computed in Step 10 and using the results of Step 7 for the values of IC_{cy} and K_{Lcy}
- (b) Compute E_{cy} as the excess of TC_{cy} as computed in Step 11 (a) above over the value of TC_{cy} as determined in Step 5 above
- (c) Using the current year census (values for N_{ff} , N_{m2p} and N_s as described above in Step 7), compute $\text{Kmed}_{cy+1} = \text{Kmed}_{cy} \times .12 + \text{E}$ from Step 11 (b) above.
- (d) Using the results of Step 11 (c) above, compute $\text{RevMCAP}_{cy+1} = .12 + \text{MCAPadd}_{cy+1}$ for each level of coverage.

For the Board

For the Union

Date

Date

JOB DESCRIPTIONS

LAPEER COMMUNITY SCHOOLS

- I. JOB TITLE: Head Custodian**
- II. REPORTS TO:** Under direct supervision of the principal of the building in which he/she works, with respect to day to day operational adjustments necessary to support the school program, and in his/her absence the Supervisor of Facilities and Grounds or designee.
- III. GENERAL DESCRIPTION OF POSITION:**
Responsible for maintenance of assigned building and grounds in a safe, clean, efficient manner. To schedule all work and duties of all custodians that are assigned to that building and use their capacities to the school's best advantage.
- IV. QUALIFICATIONS:**
- A. Required:**
1. Must take Level I and II Electric exam scoring at least 70%.
 2. Must take Level I and II Pneumatics exam scoring at least 70%.
 3. Must take Level I and II Plumbing exam scoring at least 70%.
 4. Must take Level I and II Heating and Ventilation exam scoring at least 70%.
 5. East High School must have State of Michigan certification for cooling tower chemical application within 180 calendar days.
 6. West High School must have certification for asbestos removal, as required by law, within 180 calendar days.
 7. Must be able to perform all essential duties described below.
- B. Preferred**
None
- V. GENERAL RESPONSIBILITIES:**
- A. Preventative maintenance and operations of electrical, plumbing, pneumatic, and mechanical equipment.
 - B. Responsible for the direction of cleaning and maintaining the building and grounds.
 - C. Adjustment of and operational care of heating and ventilation system and controls.
 - D. Responsible for general security of the building.
 - E. To schedule duties of all employees assigned to that building.
 - F. Responsible for energy conservation measures.
 - G. Be knowledgeable of MIOSHA standards applicable to building maintenance.
 - H. Ability to safely operate tractors and related implements and other grounds keeping machinery associated with maintaining the school grounds.
 - I. Ability to safely operate power tools associated with maintaining the building.
 - J. Ability to maintain a tool inventory and control program and to keep a shop area organized and clean.
 - K. Ability to record and schedule periodic inspections and maintenance of mechanical equipment.
 - L. Ability to somewhat read and interpret blue prints and technical data.

JOB TITLE: Head Custodian (continued)

VI. ESSENTIAL DUTIES:

- A. Repair electrical switches, ballast, receptacles and fuses, motors and pumps.
- B. Repair furniture and building equipment.
- C. Remove snow from around the immediate area of the building.
- D. Assist in cleaning the building.
- E. Service lavatories and cafeteria areas including repair of lavatory and sink valve.
- F. Care for lawn and shrubs around immediate area of the building.
- G. Operate boilers or air conditioners on a daily basis, as needed.
- H. Pick up and deliver food on a weekly basis and emergency supplies as needed.
- I. Assist and direct painting.
- J. Adjust thermostats for proper room temperature.
- K. Store supplies and equipment.
- L. Accept deliveries and assist in unloading of deliveries.
- M. Be knowledgeable of related health and safety procedures as provided by the employer in order to appropriately handle the above duties.

VII. AUXILIARY DUTIES:

- Perform other related duties as assigned.

LAPEER COMMUNITY SCHOOLS

- I. JOB TITLE:** Custodian I
- II. REPORTS TO:** Under direct supervision of the principal of the building in which he or she works and in his/her absence the Supervisor of Facilities and Grounds or designee
- III. GENERAL DESCRIPTION OF POSITION:**
Responsible for cleaning and care of assigned building and grounds in a safe, clean, efficient manner.
- IV. QUALIFICATIONS:**
- A. Required**
1. Must take Electric Level I exam scoring at least 70%.
 2. Must take Pneumatics Level I exam (Murphy and Seaton exempt) scoring at least 70%.
 3. Must take Plumbing Level I exam scoring at least 70%.
 4. Must take Heating and Ventilation Level I exam scoring at least 70%.
 5. Must be able to perform all essential duties described below.
- B. Preferred**
None
- V. GENERAL RESPONSIBILITIES:**
- A. Custodian I - Senior High**
1. To perform all general custodial duties assigned by Head Custodian.
 2. To monitor work of night custodial employees and assign responsibility for performance and accomplishment of night custodial crew.
- B. Custodian I - All**
1. Preventative maintenance and operation of electrical, pneumatic, plumbing, and mechanical equipment.
 2. Responsible for general custodial duties including cleaning and maintaining the building and grounds.
 3. Adjustment of and operational care of heating and ventilation system.
 4. Responsible for general security of the building.
 5. To schedule custodial duties of all custodial employees assigned to that building.
(Senior High Custodian I: Schedules second shift under the direction of the Head Custodian)
 6. Responsible for energy conservation measures.
- VI. ESSENTIAL DUTIES:**
- A.** Clean assigned areas, including sweeping, dusting, waxing and buffing of floors, waste emptying, blackboard cleaning, and making minor repairs.
- B.** Assist in general cleaning and maintenance of the entire building.

JOB DESCRIPTION: Custodian I (continued)

VI. Essential Duties: (continued)

- C. Remove snow from entrances.
- D. Maintain lawns, shrubs, and other outside building areas as needed.
- E. Assist in preparing building for evening activities.
- F. Secure buildings at night. (Senior High)
- G. Wash interior and exterior glass.
- H. Repair electric switches, ballasts, receptacles and fuses, motors and pumps, as needed.
- I. Move furniture, supplies and equipment as needed.
- J. Check schedule for night or weekend use of facility.
- K. Prepare for boiler inspection.
- L. Conduct daily boiler and/or air conditioning and ventilation operation.
- M. Pick up food on a weekly basis.
- N. Accept deliveries and assist in unloading of deliveries.
- O. Be knowledgeable of related health and safety procedures as provided by the employer in order to appropriately handle the above duties.
- P. Knowledge and ability to use hand tools.
- Q. Ability to determine safe work practices.
- R. Ability to schedule, record, and file periodic inspections and preventive maintenance to building and equipment.
- S. Ability to read and interpret technical data and repair manuals.

VII. AUXILIARY DUTIES:

Perform other related duties as assigned.

LAPEER COMMUNITY SCHOOLS

- I. JOB TITLE:** Custodian II
- II. REPORTS TO:** Under direct supervision of Custodian I and/or the Head Custodian or the principal of the building in which he/she works and in his/her absence the Supervisor of Facilities and Grounds or designee
- III. GENERAL DESCRIPTION OF POSITION:**
Responsible for general maintenance and cleaning of the building as per the direction set up by the Custodian I, Head Custodian, or other supervisory employee.
- IV. QUALIFICATIONS:**
- A. Required**
Must be able to perform all essential duties described below.
- B. Preferred**
Acquire knowledge in electric, pneumatic, plumbing, heating, and ventilation that is required of Custodian I to assure the smooth operation of the building in his/her absence and while subbing for the day custodian and for potential further advancement in this bargaining unit.
- V. GENERAL RESPONSIBILITIES:**
He/she carries out routine tasks of daily cleaning. This includes sweeping and mopping of floors, emptying and cleaning waste receptacles, dusting, arranging furniture, cleaning chalkboards, cleaning and sanitizing restrooms, shower rooms, kitchens.
- VI. ESSENTIAL DUTIES:**
- A. Mop, sweep and scrub floors.
 - B. Collect and dispose of waste paper.
 - C. Clean and sanitize restrooms, shower rooms, and cafeteria/kitchen areas.
 - D. Clean interior and exterior glass.
 - E. Care for and maintain pencil sharpeners.
 - F. Change light bulbs and tubes.
 - G. Clean auditorium (where applicable).
 - H. Secure elementary and junior high building at night.
 - I. Check windows.
 - J. Maintain corridor and entrance maps - sweep, spot clean or damp mop as necessary.
 - K. Clean, renovate and renew floor surface finishes, as needed.
 - L. Move furniture, supplies, and equipment as needed.
 - M. Guard property against fire and theft.
 - N. Keep building and grounds free of debris and paper.
 - O. Clean sinks.
 - P. Accept deliveries and assist in unloading of deliveries.
 - Q. Be knowledgeable of related health and safety procedures as provided by the employer in order to appropriately handle the above duties.
- VII. AUXILIARY DUTIES:**
Perform other related duties as assigned.

LAPEER COMMUNITY SCHOOLS

- I. JOB TITLE:** **Lead Groundskeeper**
- II. REPORTS TO:** Under direct supervision of the Coordinator of Facilities and Grounds and in his/her absence, the Supervisor of Facilities and Grounds or designee
- III. GENERAL DESCRIPTION OF POSITION:**
General maintenance and repair work of grounds and related facilities and equipment; maintenance of school roadways, lawns, shrubbery, trees, fencing, drains, playground and equipment, and athletic and related equipment. Schedule work and duties of employees assigned to grounds and utilize these employees to the school district's best advantage.
- IV. QUALIFICATIONS:**
 - A. Required**
 - 1. Must hold a valid Michigan drivers license.
 - 2. Must take Level I Electric exam scoring at least 70%.
 - 3. Must take Level I Plumbing exam scoring at least 70%.
 - 4. Must have working knowledge of 6 and 12 VDC vehicle systems.
 - 5. Must possess State-required chemical applicator certifications as needed for this position within 180 calendar days.
 - 6. Must possess State/Federal well manager certified operator credentials.
 - 7. Must be able to perform all essential duties as described below.
 - B. Preferred: None**
- V. GENERAL RESPONSIBILITIES:**
 - A. Scheduling of duties of all employees assigned to grounds.
 - B. Maintaining record of condition of grounds and grounds equipment and scheduling work so that grounds and grounds equipment are kept in appropriate condition.
 - C. Maintenance of grounds and related facilities and equipment.
 - D. Delivery of supplies.
 - E. Substituting for Custodian I or II as needed.
 - F. Outside work in general.
- VI. ESSENTIAL DUTIES:**
 - A. Care for and maintain lawns and athletic fields.
 - B. Assist in preparing facilities for use at school and school related community events.
 - C. Load, unload, and store equipment and supplies.
 - D. Operate all grounds equipment.
 - E. Grade, seed, fertilize, mow, spray for weeds, and irrigate all grounds where needed.
 - F. Operate snow removal equipment.
 - G. Assist district maintenance staff as needed.
 - H. Inspect all playground equipment annually.
 - I. Repair playground equipment as requested.
 - J. Accept deliveries and assist in unloading of deliveries.
 - K. Be knowledgeable of related health and safety procedures as provided by the employer in order to appropriately handle the above duties.
- VII. AUXILIARY DUTIES:**
Perform other related duties as assigned.

LAPEER COMMUNITY SCHOOLS

- I. JOB TITLE: Groundskeeper**

- II. REPORTS TO:** Under direct supervision of the Coordinator of Facilities and Grounds and, in his/her absence, the Supervisor of Facilities and Grounds of designee; daily work direction provided by the Lead Groundskeeper.

- III. GENERAL DESCRIPTION OF POSITION:**
General maintenance and repair work of grounds and related equipment; maintenance of school roadways, lawns, shrubbery, trees, fencing, drains, playground and equipment, and athletic and related equipment.

- IV. QUALIFICATIONS:**
 - A. Required**
 - 1. Must have valid Michigan drivers license.
 - 2. Must have a working knowledge of 6 and 12 VDC vehicle systems.
 - 3. Must pass State-required chemical applicator certifications as needed for this position within 180 calendar days.
 - 4. Must be able to perform all essential duties described below.
 - B. Preferred**
None

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

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

- VII. AUXILIARY DUTIES:**
Perform other related duties as assigned.

LAPEER COMMUNITY SCHOOLS

- I. JOB TITLE: District Maintenance**
- II. REPORTS TO:** Under direct supervision of the Coordinator of Facilities and Grounds and/or the Supervisor of Facilities and Grounds or designee
- III. GENERAL DESCRIPTION OF POSITION:**
This classification is responsible for the maintenance and protection of school property.
- IV. QUALIFICATIONS:**
- A. Required**
1. Must have valid Michigan Drivers License.
 2. Must take Electric exams Levels I and II scoring at least 70%.
 3. Must take Pneumatic exams Levels I and II scoring at least 70%.
 4. Must take Plumbing exams Levels I and II scoring at least 70%.
 5. Must take Heating and Ventilation exams I and II scoring at least 70%.
 6. Must have ability to read and interpret technical data, prints, and schematics.
 7. Must have certification for asbestos removal, as required by law, within 180 calendar days.
 8. Must be able to perform all essential duties described below.
- B. Preferred: None**
- V. GENERAL RESPONSIBILITIES:**
- A. Responsible for exterior and interior maintenance and repair to schools, grounds, and building equipment;
 - B. Responsible for electrical, plumbing, mechanical, and pneumatical systems;
 - C. Responsible for emergency maintenance and repairs.
- VI. ESSENTIAL DUTIES:**
- A. Repair/install plumbing and plumbing fixtures.
 - B. Repair and replace electrical fixtures.
 - C. Maintain an inventory of commonly needed parts for the District.
 - D. Repair and service heating and ventilation systems.
 - E. Repair and service pneumatic systems as needed.
 - F. Assist in the technical training of Custodians and Groundskeepers.
 - G. Assist in special event set-up.
 - H. Secure buildings after vandalism.
 - I. Remodel existing school facilities.
 - J. Order/purchase repair and replacement parts as needed and as directed by immediate supervisors.
 - K. Do special assignments as directed.
 - L. Assist in furniture repair.
 - M. Conduct preventive boiler maintenance.
 - N. Assist in snow removal.
 - O. Assist Custodian I and Head Custodians as needed.

JOB TITLE: District Maintenance (continued)

VI. ESSENTIAL DUTIES: (continued)

- P. Assist grounds crew as needed.
- Q. Accept deliveries and assist in unloading of deliveries.
- R. Be knowledgeable of related health and safety procedures as provided by the employer in order to appropriately handle the above duties.
- S. Maintain records of mechanical repairs to buildings that required district maintenance staff.

VII. Auxiliary Duties:

Perform other related duties as assigned.

LAPEER COMMUNITY SCHOOLS

I. JOB TITLE: Mail Delivery

II. REPORTS TO: Under direct supervision of the Coordinator of Facilities and Grounds and/or Supervisor of Facilities and Grounds or designee

III. GENERAL DESCRIPTION OF POSITION:

This classification is responsible for district mail and media delivery and for assisting Groundskeeper as assigned. Down time assignment is determined by district needs and may include grounds or building assignments as needed.

IV. QUALIFICATIONS:

A. Required

1. Must have a valid Michigan Drivers License.
2. Must have a valid State-Certified Chauffeur's endorsement within 15 calendar days following the trial period.
3. Must have ability to safely operate grounds department equipment.
4. Must be able to perform all essential duties described below.

B. Preferred

Possess Michigan Commercial Drivers License (CDL).

V. GENERAL RESPONSIBILITIES:

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

VI. ESSENTIAL DUTIES:

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

VII. AUXILIARY DUTIES:

Perform essential duties of groundskeeper and custodian or other related duties as assigned.

LAPEER COMMUNITY SCHOOLS

- I. JOB TITLE:** Temporary Relief Position
(pursuant to Article XVI, Promotions)
- II. REPORTS TO:** Under direct supervision of the building principal or head custodian in the building in which he/she has been temporarily assigned by the Supervisor of Facilities and Grounds or designee

III. GENERAL DESCRIPTION OF POSITION:

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

IV. ESSENTIAL DUTIES:

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

V. AUXILIARY DUTIES:

Perform other related duties as assigned.

