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8/31/93

1990-93 MASTER AGREEMENT

Custodians and Maintenance

Ferrisville Public Schools

LABOR AND INDUSTRIAL
COMMISSION
WASHINGTON, D. C.

TABLE OF CONTENTS

PREAMBLE 3

ARTICLE I: Purpose and Intent 3

ARTICLE II: Recognition 3

ARTICLE III: Management Rights 4

ARTICLE IV: Union Security 4

ARTICLE V: Save Harmless 5

ARTICLE VI: Deduction of Dues 5

ARTICLE VII: Probation 5

ARTICLE VIII: Subcontracting 6

ARTICLE IX: Extra Contract Agreements 6

ARTICLE X: Wages 6

ARTICLE XI: Seniority 7

ARTICLE XII: Employee Conduct, Discipline and Discharge 7

ARTICLE XIII: Grievance Procedure 9

ARTICLE XIV: Stewards 11

ARTICLE XV: Leaves of Absence 12

ARTICLE XVI: Equipment, Accidents and Reports 13

ARTICLE XVII: Separability and Savings Clause 14

ARTICLE XVIII: Safety Committee 14

ARTICLE XIX: Worker's Compensation 15

ARTICLE XX: Continuing Contract Review 15

ARTICLE XXI: Hospital Insurance 15

ARTICLE XXII: General Provisions 16

ARTICLE XXIII: Holidays 18

ARTICLE XXIV: Sick Leave 18

ARTICLE XXV: Limitation of Authority and Liability	20
ARTICLE XXVI: Funeral Leave	20
ARTICLE XXVII: Vacations	21
ARTICLE XXVIII: Hours of Work and Overtime	21
ARTICLE XXIX: Duration of Agreement and Signatures	23
SCHEDULE A	24

FENNVILLE PUBLIC SCHOOLS
MASTER AGREEMENT
CUSTODIANS AND MAINTENANCE

September 1, 1990 - August 31, 1993

PREAMBLE

This Agreement entered into this 1st day of September, 1990 between the Fennville Public School District of Allegan County, Michigan, hereinafter referred to as the "Employer" and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America/Teamsters Union Local 214, Detroit, Michigan, hereinafter referred to as the "Union".

ARTICLE I

Purpose and Intent

The general purpose of this Agreement is to set forth the wages, hours, working conditions and other conditions of employment. Both parties agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE II

Recognition

The Employer hereby recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, as amended, for all full-time custodians and maintenance employees, excluding but not limited to all bus drivers, supervisory personnel, all substitute custodial and maintenance personnel, all special state and federal program employees, kitchen help and all other employees of the Employer.

Full-time: Persons scheduled to work on a permanent basis.

Substitute: A person who takes the place of a permanent employee on a non-permanent day-to-day basis, until the regularly assigned employee returns or is replaced.

ARTICLE III

Management Rights

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 upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and the administrative control of the school system and its properties and facilities, and the direction of the activities of its employees within the scope of their employment; to establish written personnel and other policies.
- (2) To hire all employees subject to the provisions of law, to determine their qualifications for continued employment, to discharge, discipline or demote for just cause, and to promote, transfer, and retire all such employees.
- (3) To establish policies, hours of work and other duties, responsibilities and assignments of employees, terms and conditions of employment not in conflict with this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE IV

Union Security

- Section 1 Membership in the Union is not compulsory. Employees who are included in the bargaining unit have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
- Section 2 The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union.
- Section 3 All present members of the bargaining unit for whom the Union has been designated as the exclusive bargaining agent in Article II of the Agreement shall, as a condition of employment, become a member of the Union or pay a representation fee equal to the Union dues.
- Section 4 All new employees which qualify as members of the bargaining unit, as defined in Article II, completing thirty (30) working days as full-time custodians, or maintenance employees, shall become members of the Union or pay a representative fee equal to the Union dues.

An additional thirty (30) working day probationary period shall be granted at the request of the Employer. Such request shall be in writing to the Steward prior to expiration of the original probationary period.

ARTICLE V

Save Harmless

The Union agrees to indemnify and save the Board and including each individual school board member, all administrators and supervisors harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Employer for the purpose of complying with Article IV.

ARTICLE VI

Deduction of Dues

Section 1 During the period of this Agreement, the Employer agrees to deduct from the pay of any employee all dues if:

- (a) The dues amount is verified in writing by the Union at least 20 days prior to when the payroll deduction is to be made.
- (b) Authorization cards are submitted and signed by each employee.
- (c) The employee has sufficient funds to cover the total dues amount after other required deductions. If an employee does not have sufficient funds available in the first payroll period each month, the employee shall be responsible to the Union for such dues.

Section 2 The Employer agrees to make such deductions from the first payroll period each month for the duration of this contract. Further, the Union monies withheld will be forwarded to an official designated by the Union within ten (10) days after such deduction was made, along with a dues check-off list.

ARTICLE VII

Probation

Section 1 New employees will acquire seniority after thirty (30) working days. In the event that two or more employees have the same date of hire, then seniority shall be determined among such employees by the date of application having the greatest seniority.

Section 2 Those employees who become part of the bargaining unit, shall commence payment of Union dues or pay a representation fee equal to the Union dues after thirty (30) working days of continuous employment with the Fennville Public Schools providing these fees are verified in writing in the Superintendent's Office during the period of this Agreement.

ARTICLE VIII

Subcontracting

- Section 1 Work normally performed by Bargaining Unit Employees will not be subcontracted provided employees and equipment are available to perform such work.
- Section 2 Employees who are not members of the bargaining unit will not perform work normally performed by Bargaining Unit Employees except in emergency situations or in the instruction or training of an employee.

ARTICLE IX

Extra Contract Agreements

- Section 1 The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.
- Section 2 The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees other than the employees in the bargaining units here involved, except in emergencies, to perform work which is recognized as the work of the employees in said units.

ARTICLE X

Wages

Attached hereto and marked Schedules are schedules showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said schedules and the contents thereof shall constitute a part of this Agreement.

ARTICLE XI

Seniority

- Section 1 Strict seniority shall prevail in the lay off and rehiring of employees within the bargaining unit. In reducing the work force because of lack of work or other cause, the first employees to be laid off shall be the last hired. The last employee laid off shall be the first employee rehired.
- Section 2 It shall be the responsibility of each employee to notify the Employer of any change of address.
- Section 3 The employer shall post a list by classification of the employees, arranged in order of their seniority. This list shall be updated as of July 1st each year.
- Section 4 Seniority shall be broken only by discharge or voluntary quit; or layoff for a period of time equal to length of employment.
- Section 5 In the event of a layoff, an employee so laid off shall be given one (1) week's notice of layoff and two (2) week's notice of recall to work, mailed to his last known address by registered mail. In the event the employee fails to make himself available for work at the end of said two (2) weeks, he shall lose all seniority rights under this agreement. The employer has the right to utilize a temporary employee until the end of this two (2) week period if necessary.

ARTICLE XII

Employee Conduct, Discipline and Discharge

The safe, orderly and efficient operation of the school district requires that employees maintain discipline and proper personal standards of conduct at all times. And, though the parties recognize the difficulty of completely and precisely defining the proper standards of conduct for all employees under all circumstances, it is understood that prohibited behaviors include, but are not necessarily limited to, the following:

Minor Offenses

1. General misconduct - loafing, neglect of duty, quitting early, interference with other employees at their work, etc.
2. Chronic tardiness.
3. Soliciting, selling, distributing literature, collection of funds, or posting of notices or exhibits without permission.
4. Registering the time card of another employee or influencing another employee to register a time card other than his own.

Penalties for Minor Offenses

- First offense - discussion of problem/concern
- Second offense - written warning
- Third offense - oral reprimand
- Fourth offense - written reprimand
- Fifth offense - five-day suspension without pay
- Sixth offense - discharge

Major Offenses

1. Disorderly conduct, fighting, wrestling, horseplay, etc.
2. Disrespect toward employer, disobedience, insubordination.
3. Concealing defective work or intentional waste.
4. Irregular work attendance or chronic unexcused absence.
5. Use of school district equipment and/or materials without prior approval of the appropriate supervisor.
6. Threatening or coercing others.
7. Falsifying records or reports, including personnel or absence reports.
8. Profane language directed at another person.
9. Smoking in or on school district property.

Maximum Penalties for Major Offenses

- First offense - written reprimand
- Second offense - three-day suspension without pay
- Third offense - five-day suspension without pay
- Fourth offense - discharge

Serious Offenses

1. Violation of safety rules and practices.
2. Bringing intoxicating beverages/illicit drugs on to school property.
3. Being under the influence of alcoholic beverages or an illicit drug while on the job.

NOTE: Should the employer have reasonable suspicion that an employee on the job is under the influence of alcohol or an illicit drug, the employer may suspend the employee with pay and require the employee to submit to appropriate testing.

4. Intentionally damaging or destroying school district property.

5. Theft of school district property or the property of another employee while on school district property.
6. Immoral conduct.
7. Unlawful conduct on and off school district property and/or during non-working hours which significantly affects the employee's relationship to his/her job and/or the reputation or goodwill of the school district in the community.
8. Willful abuse of contractually defined leave provisions.

Maximum Penalties for Serious Offenses

First offense - discharge

Alleged offenses or violations of rules shall be investigated and discussed with the employee by the supervisor as soon as possible after his/her initial knowledge of the alleged offense or violation. If offenses or violations are substantiated, a description of the incident and the supervisor's resolution of the matter shall be documented in writing and a copy shall be placed in the employee's official employment file and another provided to the employee.

The setting forth of these rules and maximum penalties does not in any way abridge management's rights to discharge for just cause or the employee's right to recourse through the grievance procedure (Article XIII). Employees being discharged shall have the right to grieve, starting at the third step of the grievance procedure.

ARTICLE XIII

Grievance Procedure

Section 1 It is mutually agreed that all grievances shall be settled in accordance with the procedure herein provided. A grievance shall be defined as a charge of a violation, misinterpretation, or misapplication of the expressed terms of this Agreement.

Section 2 For purposes of this Article, days shall mean calendar days, exculsive of Saturday, Sunday and legal holidays.

Section 3 Grievance Procedures

Step 1 A grievance shall exist when a request by an employee has been rejected or not acted upon by the employee's supervisor. (The employee and the Supervisor should attempt to settle issues as they arise on an informal basis.) If not resolved;

Step 2 The employee must reduce the grievance to writing on a standard grievance form within three (3) days of the alleged grievance and deliver same to his Supervisor. The written grievance shall contain the following items:

- A. Name of Grievant
- B. Date grievance occurred
- C. The specific sections(s) violated
- D. Facts of the grievance
- E. Relief requested
- F. Signature of Grievant and appropriate Steward.

Within two (2) days of the receipt of the written grievance, the Supervisor shall have a conference with the Aggrieved and Steward. It is the Supervisor's responsibility to attempt to set a mutually satisfactory time and place for said meeting. Within two (2) days after this meeting, the Supervisor shall state his decision in writing and furnish a copy thereof to the employee and Steward.

Step 3 Within two (2) days after receiving the decision in Step 2, the Aggrieved and Steward may appeal in writing to the Superintendent of Schools.

- (a) Within two (2) days of the receipt of the written grievance, the Superintendent or his designee shall have a conference with the Aggrieved and the Steward. It is the Superintendent's responsibility to attempt to set a mutually satisfactory time and place for said meeting.
- (b) The Superintendent shall state his decision in writing within five (5) days and furnish a copy to the Grievant and Steward.

Note: The Superintendent may request that the Board of Education be his designee in Step 3.

Step 4 If the Union is not satisfied with the disposition of the grievance by the Superintendent for the Board of Education or if no decision is rendered within the time provided in Step 3, the Union may, within ten (10) days submit the matter to mediation.

Step 5 If satisfactory agreement is not reached through mediation the Union may within ten (10) days, of closure of the mediation process, submit the issue to arbitration.

Prior to submitting the matter to arbitration, the Union shall so inform the Superintendent of Schools in writing of the Union's intention.

The Board's representative and the Union shall mutually select the arbitrator within ten (10) days of the arbitration request. If the parties cannot agree to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules. The only evidence or arguments which may be presented at the arbitration hearing are these which were used in the previous steps of this grievance procedure and written reference has been made.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall

confine his decision to the particular case submitted to him. Both parties agree to be bound by the award of the arbitrator.

The arbitrator shall have no authority except to pass on alleged violations of this Agreement. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, nor to interfere with the exercise of the Board's Rights and Responsibilities, except as these are expressly limited by this Agreement. Each party shall pay their own witness fees.

The fees and expenses of the arbitrator shall be shared equally by both parties.

Section 4

(A) All grievances, disputes or other matter which may be processed under any State or Federal regulation or statute shall not be subject matter of the grievance procedure herein established. Any determination or action taken under any such State or Federal regulation or law shall be binding to the extent required by such regulation or law.

(B) On agreement between the Board of Education and the Union hearing upon a grievance may be commenced at any step, and any time limit with the grievance procedure may be extended by mutual agreement.

(C) An employee or the Board has the right to be represented at any step in the grievance procedure by an attorney or representative of their choice.

(D) Any disposition of an appeal which is not issued within time limits specified shall result in a forfeiture of the grievance.

(E) It is the intention of both parties hereto that the procedures set forth herein shall serve as a peaceful means for settlement of any dispute which may arise between them. Therefore, the Union and its members, individually and collectively, agree that during the term of this Agreement there shall be no strikes, stoppage of work, slow-down or sit-down, and the Employer agrees that it will not institute any lock-out during the duration of this Agreement.

It is specifically understood and agreed that the Employer for the duration of a strike, work stoppage, slow-down or sit-down shall have the sole and complete right of discipline including discharge. Any violations of Section 4 (E) are not subject to the provisions of Article XIII.

ARTICLE XIV

Stewards

The Employer recognizes the right of the Union membership to select Stewards and alternates from the Employee's seniority list. The authority of the Steward and alternate so selected by the Union shall be limited to, and shall not exceed, the following duties and activities:

Section 1 The investigation and presentation of grievances with the Employer or the designated school representative in accordance with the provisions of this Agreement during working hours without loss of pay so long as prior approval is granted by their immediate Supervisor.

Section 2 The collection of dues when so authorized by the Union.

Section 3 The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such messages and information:

(A) Have been reduced to writing, or,

(B) Are of a routine nature and do not involve work stoppage, slow-down, or other interference with the Employer's business.

The Steward and alternate have no authority to take strike action, or any other action which interrupts the Employer's business. The Employer recognizes these limitations upon the authority of the Steward and his alternate, and shall not hold the Union liable for such acts. The Employer shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken any of the above actions. (i.e. strikes, slow-down, work stoppage, etc.)

Section 4 It is recognized that the Union may use school buildings for meetings, providing the proper procedures are followed in the scheduling of these buildings.

(A) During the normal school day, only the building administrator may grant permission.

(B) Other than normal school day, only the Community Education Director may grant permission.

The Union shall be responsible for maintenance and supervision at said meetings.

ARTICLE XV

Leaves of Absence

Section 1 Any full-time employee desiring a leave of absence from his employment shall secure written permission from the Employer. Leave of absence of short duration without pay may be granted subject to the availability of an adequate replacement. Any such request will be in writing and submitted at least five (5) days prior to the date of anticipated absence. The Supervisor may waive the five (5) day requirement in cases of emergency.

Full-time employees shall be allowed up to six (6) months, determination will be made according to the nature of the request and the need.

Section 2 The Employer agrees to grant time off limited to three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to an employee to attend a labor convention or serve in any capacity on other official Union business, provided that one week written notice is given to the Employer by the Union, specifying length of time off for Union activities. The Union guarantees that there shall be no disruption of the Employer's operations due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

Section 3 Employees shall receive credit for two (2) personal business days on the first day of the school fiscal year. Employees starting in the second six (6) months (January 1 - June 30) shall receive a proration of one (1) personal business day.

Personal business is defined as domestic, financial or legal business that cannot be done outside of working hours. It is understood that personal business days may not be used for social, leisure or recreational purposes or in conjunction with a holiday, vacation or recess period. (Emergency personal business days may be granted by the Superintendent, depending on the need and the attendance record of the employee.) Personal days shall not be cumulative.

Except in an emergency, notification for such absence shall be made in writing to the Supervisor at least three (3) days in advance.

Section 4 Maternity leave - The employer agrees to adhere to State Law regarding maternity leave.

ARTICLE XVI

Equipment, Accidents and Reports

Section 1 In establishing operational procedures, the employer shall consider personal safety.

Section 2 When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the garage, supervisor and/or Safety Officer.

Section 3 An employee who is injured while performing his job and is required to leave the job because of such injury and is required to remain off the job by Medical Authority, will be paid for the whole day.

- Section 4 The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.
- Section 5 Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.
- Section 6 It is the duty of the employee and he shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the garage, Supervisor and/or Safety Officer.

ARTICLE XVII

Separability and Savings Clause

- Section 1 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.
- Section 2 In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE XVIII

Safety Committee

- Section 1 A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.
- Section 2 The Safety Committee shall be composed of the Building and Grounds Supervisor and two (2) custodians (appointed by the Union) and shall meet in September and January or when necessary. The agenda shall be prepared by the Building and Grounds Supervisor with input from members of the Union. The agenda shall be in the hands of the members of the committee at least 72 hours prior to the scheduled

meeting. The meeting time and date shall be posted and notes taken. A copy of the notes and agenda will be forwarded to the Superintendent.

ARTICLE XIX

Worker's Compensation

The Employer shall provide Worker's Compensation protection for all employees.

The Employer shall maintain employee's insurance benefits while an employee is receiving Worker's Compensation from the school, up to a maximum of one (1) year.

ARTICLE XX

Continuing Contract Review

Section 1 The Board and the Organization mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in an amendment hereto.

Section 2 Should a discussion of the parties result in a mutually acceptable amendment to the Agreement, then the proposed amendment shall be subject to ratification by the Board and the Union.

ARTICLE XXI

Hospital Insurance

The Employer shall provide for each employee covered by the contract, who has completed the initial probationary period, health insurance equal to or exceeding the benefits provided by SET, Ultra-Med C with Med-Check. The Employer has the option of changing carriers during the life of this Agreement.

- (A) Spouse and/or dependent benefits shall not be paid if such benefits are substantially equivalent or duplicate those to which spouse and/or dependent is entitled under any other group insurance plan, it being the intention of the parties that no employee shall have double coverage.
- (B) The Employer's contribution shall cease at the end of the calendar month in which the obligation of the Employer to pay wages or sick leave ends.

- (C) Employees who elect not to participate in the health insurance plan provided above shall be offered a monthly annuity in the amount of \$75.
- (D) The Board will pay \$25.00 per month toward the SET (75-100% incentive) Ultra-Dent Plan.
- (E) Benefits are to be prorated.

ARTICLE XXII

General Provisions

- Section 1 Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement, so long as this conference doesn't interfere with the duties of the employee.
- Section 2 The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with employee consent. Requests for this information shall be in writing to the Superintendent's Office.
- Section 3 The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.
- Section 4 Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.
- Section 5 The school will provide legal counsel to represent any employee as required or needed as a result of the acts occurring when and while said employee is in the performance of his normal duties and responsibilities provided that it has been determined that the employee has acted within the scope of school and administrative policy.
- Section 6 The Employer shall provide an area in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer.
- Section 7 When an employee is required by the Employer to furnish his own transportation to and from a job location, he shall receive a mileage allowance, the rate of which is determined by Board Policy, or will be furnished transportation by the school district. From home to the job is not considered a part of this section.
- Section 8 For any schooling or in-service training assigned by the administration occurring on a leave day or off duty time, the employee will be paid straight time.

- Section 9 Vacancies will be filled according to seniority within the job classification, if all other matters such as ability and qualifications are, in the opinion of the Employer, equal.
- Section 10 The Employer reserves the right to hire supervisory and salaried employees at its own discretion, and will consider existing employees who apply.
- Section 11 An employee, when assigned to work in a higher classification, shall receive the higher rate of pay for those hours so worked in the higher pay classification. When an employee is assigned work in a lower classification during the work day he shall not suffer a reduction in pay.
- Section 12 The employer agrees to furnish all necessary equipment needed to perform their assigned duties. Further, the Employer agrees to keep said equipment in safe operating condition.
- Section 13 In case of a Tornado Watch, employees in the bargaining unit will be sent home, as soon as the building is secured, until the watch is lifted, then they shall return to work, until the end of their shift, provided the watch is lifted two (2) hours before the end of the shift.
- Inclement Weather Days - On days students are not in attendance due to inclement weather custodial/maintenance staff shall be required to report for work. Staff may work an altered schedule to insure eight hours of pay upon arrival. If the Superintendent or designee does not require custodial or maintenance staff to report, regular pay will be received. Staff unable to report when attendance is required, may be granted the option of the use of a vacation day or sick leave day.
- Section 14 A \$50.00/year clothing allowance will be paid custodians upon receipts being presented to the Business Office.
- Section 15 A \$90.00/year allowance for the purchase of coverall/uniforms will be paid to maintenance personnel upon presentation of receipts to the Business Office.
- Section 16 Winter jackets, owned by the school district, will be available for custodial/maintenance people, to be used when needed as the weather dictates.
- Section 17 Boots and gloves, owned by the district, will be provided for the use of maintenance/custodial people, if required to work outside.

ARTICLE XXIII

Holidays

The following days shall be recognized as paid Holidays for all members of the bargaining unit, provided they have worked the scheduled work days preceding and following the Holiday, or the employee is on paid leave status.

New Year's Eve	Thanksgiving
New Year's Day	Day after Thanksgiving
Christmas Eve	Independence Day
Christmas	Labor Day
Memorial Day	Good Friday*

* As per the teacher calendar.

ARTICLE XXIV

Sick Leave

Section 1 All full-time employees shall be credited one sick leave day per month provided ten (10) work days are scheduled in that month for the month to count for sick credit purposes.

Section 2 Any unused portion of sick leave shall accumulate to a maximum of seventy (70) days for all members of the bargaining unit.

In June of each year, custodial and maintenance employees shall be paid \$175, if they did not miss any work days due to illness or injury (including work-related injury) during the previous 12 months (June thru May); or, they shall be paid \$100, if they missed only one day; or \$50, if they missed only two days.

Section 3 Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

- (A) Personal illness. (1/2-day minimum when taken ill on the job).
- (B) Absence from work due to exposure to a contagious disease.
- (C) Medical treatment or dental extraction (in not less than one-half day increments).
- (D) Up to three (3) days may be used for illness or injury to a member of the household.

Employees unable to report when attendance is required, on inclement weather days, may be granted the option of use of a sick leave day.

- Section 4 Sick leave may not be granted in anticipation of future service. Recognized holidays falling within a sick leave period shall not be counted as sick days.
- Section 5 A medical certificate may be required in the absence of evidence of an employee's illness or injury that prevented his attendance at work for a period of five (5) consecutive days.
- Section 6 For the loss of time due to an accident or injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full work week, five (5) days, after the accident without drawing on their sick leave credits, for any one (1) injury unless validated by the school physician but shall not be allowed on reoccurrence of previous injury. The School District will pay the physician's charge.
- Section 7 (A) A regular employee who suffers injury, after the first (1st) week compensable under the Worker's Compensation Act, may be paid the difference between his regular wages and payment received under the provisions of the Act, to be deducted from accumulated sick leave.
- (B) When sick leave credits are exhausted, the employee will remain on Worker's Compensation until its benefits are exhausted. Employees, if requested, will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he is physically able to do work available before his return to active work.
- Section 8 When an employee is absent due to an illness or injury for a continuous time period the employer will pay the premium for those Hospitalization Insurance Benefits provided in the Master Agreement for a maximum of sixty (60) days. A statement from the employees physician must be submitted to the employer upon request verifying the employees illness or disability.
- Section 9 At the request of the School, a member of the bargaining unit who is under medical treatment which rendered him unable to work, shall furnish medical information or authorize the doctor to advise the School as is deemed necessary by the School. Failure to honor this request shall be considered just cause for dismissal of the employee.
- Section 10 After August 31, 1980, the District will pay the cost of the State required T.B. tests for those employees currently on staff. Maximum reimbursement will be \$5.00.
- Section 11 The Employer will pay up to \$25.00 toward the cost of an X-Ray when required to satisfy T.B. test requirements.
- Section 12 An employee who for any reason is unable to report to work shall notify his/her supervisor of such a condition not later than two (2) hours before the start of his/her regularly scheduled duties, except at the discretion of the supervisor in cases of emergency.

Section 13 An employee who has been previously absent due to sickness, will not be authorized to return to work unless proper advanced notification is given. Such notification of the employee's intention to return to work must be to the Supervisor before the end of the employee's regular shift of the day before return is anticipated unless prior arrangements are made with the Supervisor.

ARTICLE XXV

Limitation of Authority and Liability

Section 1 No employee, Union Member or other Agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P.M. 1965, nor shall the Employer provoke a strike action by the Union or its members.

Section 2 Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article XII of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE XXVI

Funeral Leave

In the event of death in the immediate family an employee will be paid a maximum of eight hours time at his regular hourly rate for up to three (3) days for time lost from work in order to make arrangements or to attend the funeral. There shall be no funeral pay for Saturday, Sundays, Holidays or vacations should a funeral occur during any of these days.

The employee's immediate family shall be:

Spouse	Mother-in-law
Daughter	Father-in-law
Son	Brother-in-law
Father	Sister-in-law
Mother	Step Father
Sister	Step Mother
Brother	Step Brother
Grandparents	Step Sister
Grandchildren	Step Children
Daughter-in-law	Step Grandparents
Son-in-law	Relatives living in the Household

Such unused days in any year shall not be cumulative. Employees shall furnish the School, upon request, with the proper proof of such relationship and the taking of such time and pay under false representation shall be considered cause for dismissal.

ARTICLE XXVII

Vacations

Section 1 Vacation schedule for full-time custodial and maintenance employees is as follows:

One year of service	10 days
After six years of service	15 days
After twelve years of service	16 days
After thirteen years of service	17 days
After fourteen years of service	18 days
After fifteen years of service	19 days
After sixteen years of service	20 days

Section 2 Vacation days can only be accumulated in the amount not to exceed twenty (20) days at the end of each anniversary year. Employees shall be permitted a minimum of one (1) vacation day at a time.

Section 3 Employees who lose time due to on-the-job disability up to a maximum of two (2) years shall receive their vacation as though the time had been worked.

Section 4 Vacations will not be taken the first week after school is dismissed in June, or the last two weeks in August.

Section 5 If vacation is to last five (5) days or more, a request will be made in writing to the supervisor, at least one (1) week in advance.

Section 6 Employees unable to report when attendance is required, on inclement weather days, may be granted the option of use of a vacation day.

ARTICLE XXVIII

Hours of Work and Overtime

Section 1 The standard work week shall be Monday through Friday and normally shall consist of eight (8) consecutive hours excluding a 1/2 hour lunch period. Employees will receive one ten (10) minute break during the first four (4) hours of their assigned shift and one ten (10) minute break during the second four (4) hours of their assigned shift. The time of such break to be determined by the employees immediate supervisor. Wash-up time: five (5) minutes.

Section 2 Either time and one-half or comp time will be allowed for over 40 hours/week or 8 hours/day. Choice of employee.

Section 3 An employee reporting for call-in assignments shall be guaranteed two (2) hours pay at the rate of one and one-half (1 1/2) times his hourly rate providing he works at least forty (40) hours during that week.

- Section 4 Overtime work will be authorized only when prior approval is obtained from the Superintendent of Schools or his designee.
- Section 5 Overtime shall be offered by seniority on a rotating basis. Employees who are offered the opportunity to work and refuse, shall be charged the amount of overtime actually worked by the employee who does the required work for the purpose of equitable distribution of overtime. If no employee accepts the overtime assignment, the Supervisor shall appoint the least senior employee to work the necessary time. Seniority lists shall be kept on a per building basis.
- Section 6 The Employer shall pay the cost of all required physical examinations.
- Section 7 Time and one-half (1 1/2) for all Saturday, double time for Sunday and Holiday work shall be paid.
- Section 8 The Employer shall continue to schedule a school employee or his designee to be in attendance at all special events.
- Section 9 The Employer shall retain the right to adjust the regular work week whenever economic restraints are needed.
- Section 10 Time not worked, but compensated for, will be only under the specific conditions as listed under Article XXII, Section 13.
- Section 11 Proration of benefits - Regular Employees (not substitutes) normally scheduled less than 40 hours per week will have benefits prorated on the basis of 2.5% per hour of work, except in the case of reduced duty because of job related injury in which case there will be no reduction. Benefits affected are:
1. Sick Time
 2. Vacation Time
 3. Health and Dental Insurance

Should the Employer decide to reduce the hours of work in lieu of a lay-off, benefits will not be reduced.

ARTICLE XXIX

Duration of Agreement

Section 1 This Agreement shall be in effect from September 1, 1990 to and including August 31, 1993 for all members of the bargaining unit as defined in Article II of this Agreement. This Agreement shall continue in full force from year to year thereafter, unless during the thirty (30) days prior to April 15, 1993, notice in writing shall be given by one party to the other of termination of such.

Section 2 In the event that notice of termination is given by either party as herein provided, negotiations between the parties regarding a new Agreement shall commence within fourteen (14) days from receipt of such notice.

Section 3 Either party giving written notice of termination, as herein provided, may limit the notice of termination to specific provisions of the Agreement. If such limitation is given, then only the specific provisions mentioned in said notice shall terminate and be renegotiated upon and all of the remainder of this Agreement not so specifically mentioned in the termination notice shall continue in full force and effect from year to year, as above provided.

In Witness Whereof, the parties hereto have hereunto set their hands the day and year as above written.

For the Teamsters, Local 214

For the Ferrville Public Schools

Conrad
Bus. Rep. Teamsters 214
Donny Martin
Steward

Robert D. Fein
Superintendent

16 Jan 91
Date

1-17-91
Date

Kim McKelips

adapted by BOE -

SCHEDULE A

Wage Scales

<u>1990-1991 - 5%</u>	<u>Probationary</u>	<u>Base</u>	<u>1 Year</u>
Maintenance	\$10.89	\$11.47	\$12.11
Day-Head Building Custodian	\$6.90	\$7.52	\$8.77
Custodial	\$6.76	\$7.38	\$8.58

<u>1991-1992 - 5%</u>	<u>Probationary</u>	<u>Base</u>	<u>1 Year</u>
Maintenance	\$11.43	\$12.04	\$12.72
Day-Head Building Custodian	\$7.25	\$7.90	\$9.21
Custodial	\$7.10	\$7.75	\$9.01

<u>1992-1993 - 5%</u>	<u>Probationary</u>	<u>Base</u>	<u>1 Year</u>
Maintenance	\$12.00	\$12.64	\$13.36
Day-Head Building Custodian	\$7.61	\$8.30	\$9.67
Custodial	\$7.46	\$8.14	\$9.46

Longevity

After two (2) years of continuous service with the Ferrville Public Schools, employees will receive a longevity allowance of \$175.00 annually.

After seven (7) years of continuous service with the Ferrville Public Schools, employees will receive a longevity allowance of \$350.00 annually.

After twelve (12) years of continuous service with the Ferrville Public Schools, employees will receive longevity allowance of \$450.00 annually.

After seventeen (17) years of continuous service with the Ferrville Public Schools, employees will receive longevity allowance of \$750.00 annually.

- A. Longevity payments will be made two (2) times a year according to the following schedule:
 - 1. When an employee reaches his longevity anniversary date of unbroken service between January 1 and June 30, payment will be made on the second pay day in June.
 - 2. When an employee reaches his longevity anniversary date of unbroken service between July 1 and December 31, payment will be made on the second pay day in December.
- B. If longevity pay is due an employee and he retires, quits, dies, etc., longevity pay will be paid to the employee or his family.

