

7476

6/30/92

CUSTODIAL, MAINTENANCE, AND LAUNDRY PERSONNEL

MASTER AGREEMENT

BETWEEN

LOCAL UNION NO. 580  
AFFLIATED WITH THE  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS  
OF AMERICA

AND THE

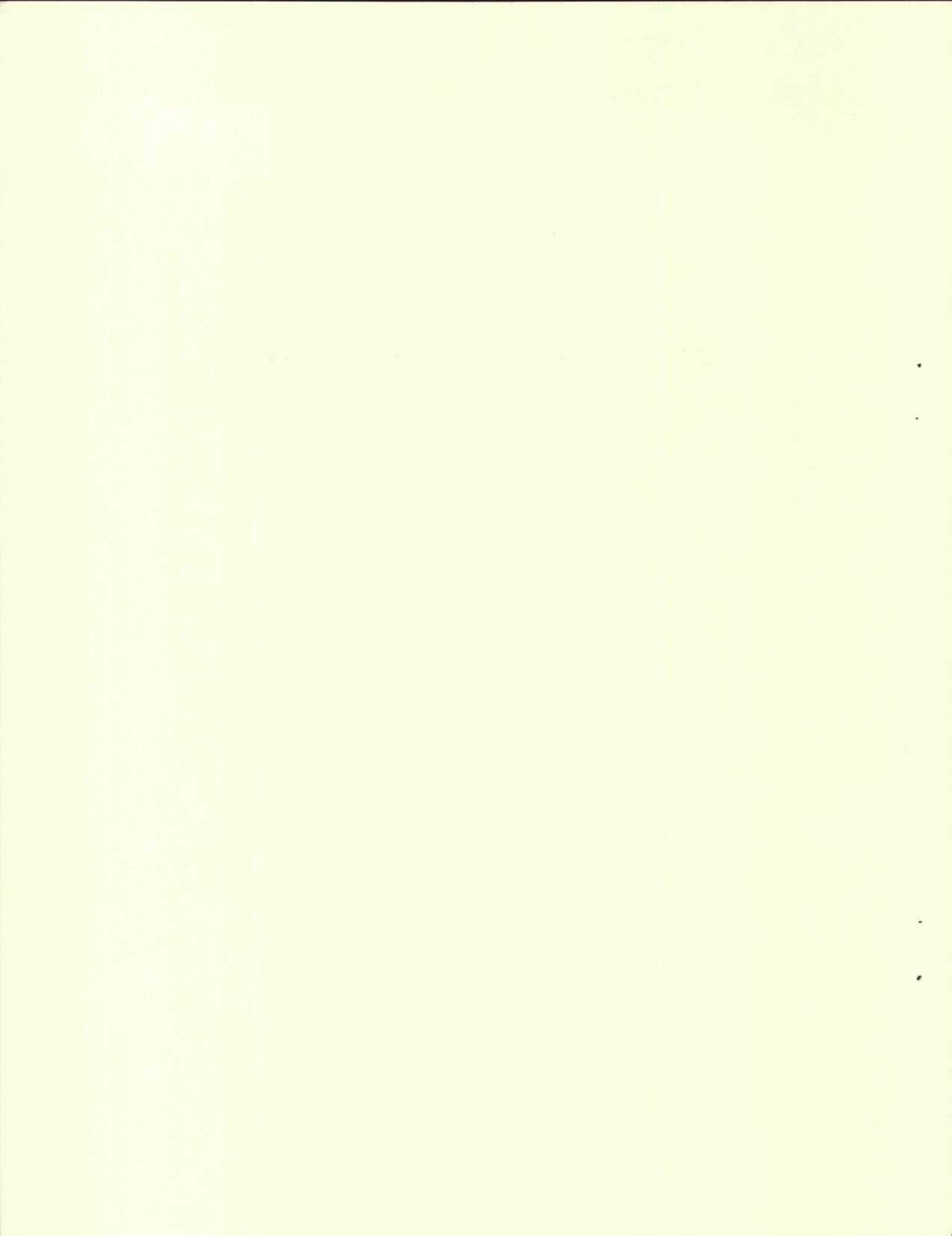
BOARD OF EDUCATION

OF THE

HOLT PUBLIC SCHOOLS

JULY 1, 1989 - JUNE 30, 1992

*Holt Public Schools*



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THIS AGREEMENT, made and entered into this 9th day of August, 1989, by and between the Board of Education, Holt Public Schools, party of the first part, and hereinafter termed the Board, and Local Union No. 580 of the Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, hereinafter termed the Union;

Whereas: the Board is required by law to negotiate with the Union on wages, hours, and the terms and conditions of employment of custodians, laundry workers, bus mechanics, and maintenance persons, and the parties through negotiations in good faith have reached an agreement on all such matters and desire to execute this agreement.

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**SECTION 1 RECOGNITION**

**SECTION 1.1**

The Board recognizes the Union as the sole and exclusive representative in collective bargaining as defined in Section II of Act 379 of the Public Acts of 1965 for all custodial, maintenance, bus mechanics, and laundry personnel but excluding supervisors and casual custodians as defined below, to the extent required by Act 379 of the Public Acts of 1965 for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Throughout this agreement, the term custodian shall include bus mechanics, custodians, food and warehouse delivery persons, grounds persons, laundry persons and physical plant mechanics.

**SECTION 1.2**

"Custodial and maintenance personnel" is defined to include those custodial and maintenance positions specially funded from other than normal sources of revenue (example: CETA). In relation to these positions, it is expressly agreed that:

**SECTION 1.2a**

The duration of the positions shall be for the duration of the funding only, and the Board shall be under no obligation to retain any bargaining unit position for which funding no longer exists.

**SECTION 1.2b**

Custodians employed under special funds grants shall be considered as having separate but equal status for all purposes under this agreement.

**SECTION 1.3**

Casual custodians include temporary and substitute custodians as defined in Board Policy.

**SECTION 2                    TERMINATION OF AGREEMENT**

**SECTION 2.1                TERMINATION OF AGREEMENT**

This agreement shall be in full force and effect from July 1, 1989 to and including June 30, 1992, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least 60 days prior to date of expiration.

**SECTION 2.2                DESIRE TO RENEGOTIATE NOTICE**

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate changes or revisions in this agreement, either party may serve upon the other a notice, at least 60 days prior to the termination of any subsequent contract year, advising that such party desires to continue this agreement but also desires to revise or change terms of conditions of such agreement.

**SECTION 2.3                DATE TO START NEGOTIATIONS**

It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this agreement the parties agree to start negotiations at least 45 days before the expiration or amendment date of this agreement.

**SECTION 2.4                DEFAULT EXPIRATION DATE**

In the event of an inadvertent failure by either party to give the notice, as set forth in Sections 2.1, 2.2 and 2.3 above, such party may give such notice at any time prior to the termination or automatic renewal date of this agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this agreement shall be the 61st day following such notice.

**SECTION 2.5                CONTINUITY OF OPERATIONS**

The Union and the Board agree that there will be no strike or lockout during the course of this agreement.

**SECTION 2.6                SEPARABILITY AND SAVINGS CLAUSE**

If any Section of this agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section should be restrained pending a final determination as to its validity, the remainder of this agreement and of any riders hereto, or the application of such Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Section during the period of invalidity or restraint.

**SECTION 2.7 NEGOTIATION PROCEDURES**

Neither party shall have any control over the selection of the negotiation representative of the other and each may select its own representatives. No final agreement between the parties may be executed without ratification by the Board and by the Members of the Union, but both parties agree that representatives selected by each shall be empowered with the authority to make proposals, in the course of negotiations, subject only to such ultimate ratification.

**SECTION 2.8 AGREEMENT COPIES**

Copies of this agreement will be printed at the expense of the Board and presented to all custodians now employed or hereafter employed by the Board during the term of the agreement.

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**SECTION 3 BOARD RIGHTS AND RESPONSIBILITIES**

The Board, on its own and on behalf of the electors of the school district, retains and reserves without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States.

**SECTION 3.1**

Written Board policy shall remain in effect where no conflict with the Master Agreement exists.

**SECTION 3.2 AFTER HOURS WORK**

The Board reserves the right in its sole discretion to determine when and if after school and weekend activities require additional custodial services; and if so, whether such services shall be provided by means of scheduling extra help or scheduling regular custodians to work overtime.

If regular custodians are not used, and an area is not properly cleaned after weekend use, the Physical Plant Supervisor will approve one additional hour of work at the overtime rate for the day custodian at that building on the next school day. This overtime work will be done by the day custodian in that building, and will not be subject to the assignment provisions of Section 6.5a.

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**SECTION 4 UNION RIGHTS AND RESPONSIBILITIES**

**SECTION 4.1 AGENCY SHOP**

When the Board needs additional custodians it shall give the Union opportunity with all other sources to provide suitable applicants, but the Board shall not be required to employ those referred by the Union.

**SECTION 4.2 UNION MEMBERSHIP**

Membership in the Union is not compulsory. Custodians have the right to join, or not join, as they see fit. Neither party shall exert any pressure on nor discriminate against an employee as regards such matters. A custodian shall not be reprimanded, disciplined nor evaluated unjustly for activities as a member of the Union.

Accordingly, each custodian in the bargaining unit shall pay his/her own way and assume his/her share of the obligation of being represented by a collective bargaining agent and receive the grant of equal benefits contained in this Agreement.

**SECTION 4.3 EQUAL REPRESENTATION**

The Union is required under this agreement to represent all of the custodians in the bargaining unit fairly and equally without regard to whether or not a custodian is a member of the Union. The terms of this agreement have been made for all custodians in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Board after certification by the Michigan Employment Relations Commission that the Union is the choice of a majority of the custodians in the bargaining unit.

**SECTION 4.4 UNION DUES**

**SECTION 4.4a**

In accordance with the policy set forth under Section 4.2 of this section, all custodians shall pay to the Union, the custodian's exclusive collective bargaining representative, a Representation Benefit Fee in an amount not to exceed that paid by other custodians in the bargaining unit who are members of the Union.

**SECTION 4.4b UNION DUES DEDUCTIONS**

The Board agrees to deduct from the pay of each custodian who becomes a member of the Union all regular dues of Local No. 580 and pay such amount deducted to said Local for each and every such member custodian, provided however, that the Union presents to the Board authorization signed by such custodian, allowing such deductions and payment to the Local Union which indicates such custodian intends to be a member of the Union. During the life of this Agreement, the Board agrees to deduct Union dues from the second pay of each custodian who submits a properly prepared authorization for checkoff of dues form to the payroll department. The Board shall rely solely upon the information appearing on this form. It is the responsibility of the Union and each individual custodian to inform the Board in writing of



any change in an employee's Union membership status. Deductions shall begin the month after the form is received but shall not supersede any legally required deductions nor be required if the custodian's pay is less than the amount of the dues. Deductions for each calendar month shall be remitted to the Treasurer of Local No. 580 within two weeks after the second payroll of each month. The Union agrees to indemnify and hold the Board harmless from any claim, suit, cause of action or judgment, including attorneys fees, which may result from the Board's deduction of Union dues or fees. The Board will not collect any Representation Benefit Fees nor shall the Board enforce compliance with the Agency Shop provision.

**SECTION 4.5 SUB-CONTRACTING**

For the purpose of preserving work and job opportunities for the custodians covered by this agreement, the Board agrees that no work or services of the kind, nature or type covered by, or presently performed by, or hereafter assigned to the collective bargaining unit will be sub-contracted, transferred, leased, assigned or conveyed in whole or in part to any other vendor, person or non-unit employees, where the same shall reduce any custodian's regular working hours.

Non-bargaining unit personnel will not perform work normally assigned to bargaining unit employees to the extent that such work by all non-bargaining unit personnel will result in layoff of bargaining unit employees or a reduction in the bargaining unit. Custodians shall not be required to supervise or train substitute custodians or new regular custodial employees who are employed as members of the bargaining unit.

**SECTION 4.6 EXTRA-CONTRACT AGREEMENTS**

The Board agrees not to enter into any agreement, individually or collectively, with any custodian or custodians, 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 custodians, or which in any way may be considered a proper subject for collective bargaining, except as specified in Section 6.4.

**SECTION 4.7 STEWARDS**

**SECTION 4.7a STEWARD DESIGNATION**

The Board recognizes the right of the Union to designate two stewards from among the custodians. The two stewards shall represent the custodians in the following manner: one shall represent the elementary schools and the senior high school custodians, and the other shall represent the junior high and Hope middle school custodians, bus and physical plant mechanics, food and supply delivery persons, groundspersons and laundry persons. In the absence of the designated steward, the other will serve as the alternate.

The Union shall inform the Board in writing as to which custodians have been designated as stewards.

**SECTION 4.7b STEWARD AUTHORITY**

The authority of the stewards so designated by the Union shall be limited to, and shall not exceed, the following activities:

- (a) The investigation and presentation of grievances to the Board or designated Board representative in accordance with the provisions of this Master Agreement.
- (b) The transmission of such messages and information as shall originate with, and are authorized by, the Union or its officers, provided such messages and information have been reduced to writing.

**SECTION 4.7c STEWARD TIME**

Stewards shall be permitted time, not to exceed eight hours for each steward per month to investigate, present and process grievances, or settle a potential grievance on the school premises without loss of time or pay from their regular working hours. Such time spent in handling grievances during the steward's regular working hours shall be considered as regular working time for the purpose of computing overtime. Regular working time spent in excess of eight (8) hours per month shall require authorization of the Supervisor of Physical Plant.

Time spent in contract negotiations shall be paid in full if during the custodian's regular working hours. If negotiations take place on days when school is in session, each custodian shall be relieved of his/her normal work responsibilities and a substitute shall be assigned.

**SECTION 4.8 UNION ACCESS**

**SECTION 4.8a UNION ACCESS TO BUILDINGS**

The Board agrees that it will allow properly accredited representatives of the Union access to the buildings at any time during working hours for the purpose of policing the terms and conditions of this agreement. During school hours, the Union representatives shall first announce their presence at the principal's office and display identification if requested before proceeding to the work place.

**SECTION 4.8b UNION USE OF BUILDINGS**

The Union shall have the right to use the school building facilities as follows:

- (A) At times when no custodians are on regular duty. Authorization shall be obtained in accordance with Policy A 1310.
- (B) Miscellaneous
  - (1) The use of school mail boxes for distribution of official Union business.

- (2) A bulletin board in the staff room for union use.
- (3) The only people who can authorize a notice to be posted on the Union bulletin boards shall be the officers of the Local Union, or its business representative, or the stewards. The Board reserves the right to remove any notice that in any way is not concerned with Union business. The bulletin board shall not be used for political announcements for public office.
- (4) Requests for use of other school equipment shall be made of the building principal in advance of the utilization.

**SECTION 4.8c UNION ACCESS TO RECORDS**

The Union shall have the right to examine payroll records pertaining to the computation of compensation of any custodian whose pay is in dispute or any other records of the Board pertaining to a specific grievance, provided the custodian involved shall give his/her consent in writing to the Union for the opening of his/her confidential file.

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**SECTION 5 CUSTODIAN RESPONSIBILITIES**

**Section 5.1 COMPLIANCE WITH RULES**

Custodians are to comply with rules, regulations and directions, from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement. The appropriate administrator shall be informed of any situation where compliance with such rules, regulations and directions would create an imminent hazard to health or safety, and the administrator shall take any action necessary.

Custodians will not undertake to perform any activity involving dangerous conditions of work or danger to a person or property or in violation of an applicable statute, court order or governmental regulation relating to safety of person or equipment. If he/she does so, such custodian will be subject to disciplinary action.

Custodians shall operate only vehicles or equipment that is in a safe operating condition or equipped with the safety appliance prescribed by law. It shall not be a violation of this agreement where employees refuse to operate defective equipment unless such refusal is unjustified.

**SECTION 5.2 REPORTS**

**SECTION 5.2a REPORTING DEFECTIVE EQUIPMENT**

Custodians shall immediately report all defects of equipment to the Physical Plant Supervisor on a suitable form furnished by the Board and signed by the custodian and the building

principal. The principal and custodian shall each retain a copy and two copies shall be sent to the Physical Plant Supervisor.

**SECTION 5.2b REPORTING UNSCHEDULED ACTIVITIES AND GROUPS**

Custodian shall report promptly to the Coordinator of Community Education the presence of unscheduled groups or unsupervised students in the building outside of regular school hours. A schedule of after school activities shall be maintained in each building and a copy provided for the custodian's information. Should unscheduled groups request admission, and it is not possible for the custodian to contact the Coordinator of Community Education for his/her approval, the custodian shall exercise good judgment in deciding whether to admit the group. Under no circumstances are student groups to be admitted without responsible adult supervision. Custodians are not expected to act in a supervisory capacity over student or outside groups.

**SECTION 5.2c REPORTING DISRESPECTFUL TREATMENT**

Custodians shall report promptly to the building principal or supervisor as appropriate, any occurrence of disrespectful treatment from students, fellow employees or the public.

**SECTION 5.3 BUILDING USE**

When possible, unused portions of the buildings shall be closed off.

**SECTION 5.4 SUPPLY AND EQUIPMENT REQUESTS**

Custodians shall submit requests to the Physical Plant Supervisor for supplies and equipment on the monthly inventory requisition form, each month and at other times when the need is urgent. The Board shall make the final decision in the purchase of supplies and equipment, and on whether to contract for maintenance services.

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**SECTION 6 CUSTODIAN RIGHTS**

**SECTION 6.1 SENIORITY**

Seniority shall be accrued and effective on the first working day of employment after the termination of the probationary period, retroactive to the original date of employment.

Seniority shall be broken only by discharge, voluntary resignation, or layoff for a period of more than three (3) years.

**SECTION 6.1a MASTER SENIORITY LIST**

The Board shall maintain a master seniority list, listing all regularly employed eligible custodians in order of seniority without regard to salary or job classification. A copy of the master seniority list shall be furnished to each custodian annually on July 1st.

**SECTION 6.1b LAYOFF**

Seniority prevails in the layoff, recall and earning opportunities of custodians. In reducing the work force because of legitimate cause, the last custodian employed shall be the first employee laid off and the last custodian laid off shall be the first employee re-employed. In the laying off and the re-employment of laid off personnel, the particular work performed as defined by job description is an important factor.

In the event of a layoff, a custodian so laid off shall be given one week notice of recall to work, mailed to his/her last known address. In the event the custodian fails to make himself/herself available for work at the end of said one week, he/she shall lose all seniority rights under this agreement, however, the one week time limit may be extended by mutual agreement between the Board and the custodian.

**SECTION 6.1c STEWARD SUPER SENIORITY**

One steward shall be granted super seniority for purposes of layoff and recall if such is required by the Union. The Union shall designate the steward to receive super seniority to the Board in writing.

**SECTION 6.1d NON-BARGAINING UNIT WORK**

Any custodian employed in a classification covered by this agreement, who is or has been transferred to a non-unit position shall not accumulate seniority while he/she works in the non-unit position. If the employee is returned to a bargaining unit classification, he/she shall commence work in a job generally similar to the one he/she held at the time of his/her transfer and he/she shall maintain the seniority he/she had at the time of his/her transfer out of the unit.

**SECTION 6.2 DISCIPLINE OR DISCHARGE**

Discipline or discharge shall be for just cause and shall follow the standards of progressive discipline. Nothing in this section, however, shall prevent the employer from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.

Records of disciplinary action shall be removed from an employees personnel file and shall not be used against that employee in any proceedings after a period of two (2) years.

Discharge shall be in writing, a copy of which shall be given to the Steward and to the Union. A discharge may be

grieved within the appropriate time limits. Should a grievance result in the reversal of a suspension or discharge, the custodian shall be reinstated, and compensation for all back pay will be at his/her regular rate of pay, it being expressly understood that such a custodian shall have no claim for overtime as part of his/her back pay.

**SECTION 6.3 GRIEVANCE PROCEDURE**

A custodian, a group of custodians, or the Union may file a grievance alleging a violation or misinterpretation of any provision of this agreement. All parties to a grievance shall identify themselves.

Individual custodians may present a grievance and have it adjusted with or without intervention of the Union, if the adjustment is consistent with the terms of this agreement. However, the Union shall be given an opportunity to be present at the adjustment.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein will be construed as limiting the right of any custodian having a grievance to discuss the matter informally with any appropriate administrator and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this agreement and provided that the Union has been given the opportunity to be present at such adjustment.

**Formal Grievance Procedure:**

- (1) All grievances shall be in writing and shall contain the following information:
  - (a) A concise statement of the facts alleging the violation, including the date when said violation occurred.
  - (b) The specific section of this agreement, which is alleged to have been violated.
  - (c) A relief requested.
  - (d) The signature or signatures of all of the grieving parties.
  - (e) The date upon which the grievance is filed.

(2) Steps to be followed:

- (a) Any custodian or group of custodians believing there to be a violation as stated above shall file a written grievance with the Assistant Superintendent for Business Operations, within ten (10) days from the alleged violation.

Within ten (10) days of receipt of a grievance, the Assistant Superintendent for Business Operations shall schedule a hearing thereon. Within ten (10) days of the hearing on the grievance, the Assistant Superintendent for Business Operations shall render a decision in writing, transmitting a copy thereof to the Union and to the grieving custodian(s).

- (b) If the decision of the Assistant Superintendent for Business Operations is unsatisfactory to the grieving custodian(s) or the Union, he/she or they shall file a written grievance with the Assistant Superintendent for Personnel within ten (10) days after the decision of the Assistant Superintendent for Business Operations. Within ten (10) days of receipt of a grievance, the Assistant Superintendent for Personnel shall schedule a hearing thereon.

Within ten (10) days of the hearing of the grievance, the Assistant Superintendent for Personnel shall render a decision in writing, transmitting a copy thereof to the Union and to the grieving custodian(s) and filing a copy in a permanent file in the Personnel Office.

- (c) If the decision of the Assistant Superintendent for Personnel is unsatisfactory to the grieving custodian(s) or the Union, he/she or they may file an appeal for mediation with the Michigan Employment Relations Commission, in accordance with the Commission's procedures and law. Such appeal to mediation shall be filed within ten (10) days after the decision of the Assistant Superintendent for Personnel. This mediation step may be waived by either party upon written notice.

- (d) Should it be impossible to resolve the grievance in a mutually acceptable manner via mediation, either the Board or the Union may, within ten (10) days of the conclusion of the mediation, appeal to arbitration. The Secretary-Treasurer and/or Executive Board of the Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. The Union and the Board shall join in asking the American Arbitration Association to submit a panel in accordance with the procedures of the American Arbitration Association. The arbitrator shall give both parties full opportunity to present evidence and to argue the grievance orally, or in writing, and shall be bound by the transcript of the testimony and exhibits. In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award. In any event he/she shall make a written decision, and his/her award shall be binding upon the Board, the Union, and the aggrieved. The arbitrator shall not alter, add to or subtract from the agreement. The cost of arbitration shall be divided equally between the Board and the Union except that each shall pay the cost of its own representative.
- (e) Failure to institute a grievance or appeal a decision within the time limit specified shall be deemed acceptance of the decision at that level. Should the custodian(s) or the Union withdraw a grievance at any level, or should the custodian(s) leave the employ of the Board, all further proceedings on said grievance shall be barred.
- (f) The term day or days used herein shall mean regular working days.

**SECTION 6.4 HOURS OF EMPLOYMENT**

Both parties recognize the principle of the forty hour week but nothing contained herein shall be construed to guarantee forty (40) hours per week or guarantee any specific hours of work per day, nor shall there be any duplicating or pyramiding of payments. All work in excess of eight (8) hours per day or forty (40) hours per week, whichever is the greater, but not both, shall be paid at the rate of one and one half times the regular rate.



**SECTION 6.5 OPPORTUNITIES FOR OVERTIME**

**SECTION 6.5a EQUITABLE DISTRIBUTION OF OVERTIME**

Opportunities for overtime work in each building shall be distributed on a fair and equitable rotation among all the custodians including regular part-time custodians in that building. Custodians who wish to be contacted for overtime work shall annually place a letter stating their desire for overtime with the Physical Plant Supervisor. Custodians with letters on file will be assigned on a seniority rotation basis only after regular custodians in the building have waived the opportunity for overtime. The Board shall be deemed to have met its obligation to offer overtime in order of rotation by contacting the employee, in order of rotation, in person, if the employee is working at the time the assignments are being made, or by making an attempt to reach the employee at the last telephone number provided by the employee to the Board.

If a custodian refuses an overtime assignment when offered, or cannot be reached by telephone if the custodian is off duty at the time the assignment is made, he/she shall be deemed to have forfeited his/her opportunity during that rotation, and shall not be offered overtime again until his/her turn in the next rotation. In the event of any dispute regarding assignment of overtime, the only remedy that shall be available is the offer to the employee of an equal number of hours of additional future overtime to provide a balance in the distribution of overtime.

**SECTION 6.5b OVERTIME PAY RATES**

All work performed on Saturday will be paid for at the rate of time and one half (1 1/2) for all custodians having a scheduled work week Monday through Friday. Custodians taking unauthorized leave during the week shall be paid straight time for Saturday work. All overtime performed on Sundays shall be paid for at the rate of two (2) times the regular rate. All work performed on holidays, designated in Section 6.10, shall be paid for at the rate of one and one half (1 1/2) times the regular rate. This pay is in addition to the normal pay. All work performed on Christmas Day or New Year's day, when those days fall on a Saturday or Sunday, shall be paid at the rate of three (3) times the regular rate. In order to qualify for holiday pay, it is provided that the custodian must work the regular working day preceding or the regular working day following the holiday, unless his/her absence is covered by the leave provisions of this agreement.

**SECTION 6.5c SPECIAL SKILLS**

Overtime work requiring special skills shall be offered to those custodians with experience on these skilled jobs.

Snow plowing is considered a special skill. Groundspersons and maintenance personnel will be assigned plowing overtime first. All other qualified bargaining unit members will be offered plowing overtime in order of seniority on a rotational

basis. "Qualified" for snow plowing means having been trained on the school's equipment. Any interested custodian can apply for training, such training to be scheduled at the discretion of the district as the need for additional qualified personnel arises. Qualified custodians who refuse the offer of snow plowing may be dropped from the list.

**SECTION 6.5d CALL IN PAY**

When called to report for work on unscheduled work days in the case of an emergency, the custodian(s) shall be paid two (2) hours overtime, whether actually worked or not.

**SECTION 6.5e REQUIRED OVERTIME**

In times of emergency, or when no substitute is available, and when no custodian is voluntarily available for overtime work, each custodian may be assigned his/her share of overtime work. If so assigned, the custodian shall be required to perform his/her share of the work. Provided that, in no case shall a custodian be paid less than one hour of overtime; nor shall a custodian normally be required to work more than ten (10) hours per day.

Custodians who have regularly scheduled jobs, who are removed from their own duties to perform extra duties, shall complete their own duties, and shall be paid overtime for extra time spent completing them. Provided that, in no case shall a custodian be paid less than one hour of overtime; nor shall a custodian be required to work more than a total of ten hours per day unless he/she should agree.

**SECTION 6.6 EMERGENCY CLOSINGS**

Custodians may be required to work during emergency closings at times when school is closed during a regular scheduled school day. Shift times for emergency closing days will be 9:00 a.m. to 5:30 p.m. except that individual custodians may be scheduled at different times if needed. Custodians shall be paid for the actual hours worked at one and one half (1 1/2) time on such days. Custodians who arrive late on such days shall be paid for time worked until the end of the regular shift. Custodians who do not arrive at work on an emergency day shall be deducted a business leave day, or vacation day if available. If neither of these days are available, the absent custodian shall be deducted a day's pay. After the first day of an emergency school closing, the Board shall determine whether or not any or all custodians shall work. If the custodians are required to work on subsequent emergency days, they shall be paid one and one half (1 1/2) time and if not required to work, they shall receive straight time.

During the term of this Agreement, should the State Aid Act allow "Act of God days" without a requirement to reschedule those days of instruction, the parties agree to revert to the practice in effect under the terms of the 1983-86 Master Agreement which was to pay double time for work performed on such days.

**SECTION 6.7 REPLACING ABSENT CUSTODIANS**

**SECTION 6.7a ABSENT DAY CUSTODIAN**

In the event the day custodian is absent from work, his/her position will be filled during such absence in the following manner:

1. All evening custodians may submit a letter each year indicating that they are available for daytime work.

2. The most senior (master seniority list) custodian in that building who has submitted a letter will be assigned to fill the daytime shift. For custodians working in two or more buildings, they will be considered for daytime work in each building part of the year on a proportional basis (i.e. if in two buildings, one semester in one building, and one semester in the other building).

3. If the most senior (master seniority list) custodian refuses the assignment, the next most senior custodian from the evening shift in that building on the available list will be assigned. If all evening shift custodians in that building who have submitted a letter refuse the assignment, the evening shift custodian with the least seniority will be assigned for the first day of the absence of the day shift custodian.

4. On subsequent days, during each period of absence, the Physical Plant Supervisor will offer the assignment to the most senior evening shift custodian (master seniority list) in another building who has indicated he/she is available for daytime work in all buildings.

5. In the event all evening shift custodians in other buildings, who have indicated they are available for daytime work refuse the assignment, a substitute will be assigned.

6. If any evening shift custodian refuses the day shift assignment four (4) times, he/she will be placed on the unavailable list for the remainder of that school year.

7. Whenever a regular employee replaces a plant mechanic, the food service delivery person, or the warehouse delivery person he/she will be paid the higher rate for all hours worked in the temporary assignment.

**SECTION 6.7b ABSENT EVENING CUSTODIAN**

In the event an evening custodian is absent from work, his/her position will be filled in the following manner:

1. The Physical Plant Supervisor will make every reasonable attempt to replace the absent evening custodian with a substitute custodian from the available list.

2. In the event that no substitute custodian is available or there is not sufficient time to call in a substitute custodian, the most senior custodian (master seniority list) in that building who has indicated that he/she wants to work overtime will be offered overtime to perform the duties of the absent custodian.

3. If the most senior custodian in that building refuses the overtime the next most senior custodian in that building who wants to work overtime will be assigned the overtime.

4. If the second most senior custodian refuses the overtime, step 3 will be repeated in the same manner by following the master seniority list until a custodian in the building accepts the overtime, or all have refused.

5. In the event that no custodian in that building accepts the overtime, the Physical Plant Supervisor may assign the overtime to the custodians in that building in an equal manner; however, no custodian shall be required to work more than a total of ten hours per day.

**SECTION 6.8 WORK SCHEDULES**

**SECTION 6.8a SCHOOL-IN-SESSION WORKING SCHEDULE**

The normal working days for all shifts shall begin on Monday and continue through Friday, shift times are to be assigned by the Physical Plant Supervisor.

On half-days of school, evening shift custodians may be scheduled to begin work when school is dismissed with the approval of the Physical Plant Supervisor. However, it is understood custodians may be required to work regular schedules to cover evening activities. An evening shift custodian may request to work his/her regular shift unless there is specific work which must be done at the earlier time, and normally such request will be approved.

**SECTION 6.8b CHRISTMAS AND SPRING BREAK WORKING SCHEDULE**

Working hours for all custodians during Christmas and Spring vacation periods shall be 7:00 am to 3:30 pm. In special circumstances shift times may be adjusted by the Physical Plant Supervisor.

**SECTION 6.8c SUMMER BREAK WORKING SCHEDULE**

Custodians may choose, as summer working hours, either the normal Monday through Friday, 7:00 am to 3:30 pm working schedule or; the ten (10) hour per day, 7:00 am to 5:30 pm four day working schedule. Shift times may be adjusted by the

Physical Plant Supervisor in circumstances where the employer deems the building must be open.

Under the 10 hour per day working schedule, the normal work week will be: Monday through Thursday - SCHEDULE 'A' (10 hours per day) for some custodians; Tuesday through Friday - SCHEDULE 'B' (10 hours per day) for other custodians. No premium pay will be earned for the additional two (2) hours on the ten (10) hour days. The most senior custodian has the choice of Schedule "A" or Schedule "B".

It is understood that management will limit the number gone at one time. Summer shift times may be different for different custodians and custodians may be shifting between buildings during the summer.

**SECTION 6.9 LUNCH AND BREAK PERIODS**

**SECTION 6.9a STAFF ROOM**

A staff room area shall be established in each school building that will provide lavatory facilities and appropriate furniture.

**SECTION 6.9b LUNCH PERIOD**

Lunch periods shall be thirty (30) minutes in length, except for the Education Center which is one hour.

**SECTION 6.9c BREAK PERIODS**

Two (2) fifteen (15) minute break periods are permitted for each full shift. Custodians may not leave the grounds on fifteen minute breaks.

**SECTION 6.10 THE WORK YEAR CALENDAR**

The custodian's work year begins July 1st, and ends June 30th of the calendar year. A calendar of the custodial work days for the year, developed from the Board approved official school calendar, shall be provided for all custodians.

The following holidays shall not be regular custodial work days on the calendar, but shall be paid at the custodian's regular rate of pay subject to the conditions outlined in Section 6.4 and 6.5.

	1989-90		1990-91		1991-92	
	180 day	12 month	180 day	12 month	180 day	12 month
July 4th		7/4		7/4		7/4
Labor Day	9/4	9/4	9/3	9/3	9/2	9/2
Thanksgiving	11/23	11/23	11/22	11/22	11/28	11/28
Day after	11/24	11/24	11/23	11/23	11/29	11/29
Christmas Eve		12/26		12/24		12/24
Christmas Day		12/25		12/25		12/25
New Year's Eve		12/29		12/31		12/31
New Year's Day		1/1		1/1		1/1
Spring Break	4/2	4/2	4/1	4/1	4/6	4/6
Memorial Day	5/28	5/28	5/27	5/27	5/25	5/25

#### **SECTION 6.11 JOB ASSIGNMENTS**

The Board specifically retains the right to make adjustments in job assignments within a school on the same shift and to adjust the work assigned to the various jobs as necessary.

Custodians who are to be permanently reassigned shall be notified by the Assistant Superintendent for Personnel. Prior to making a permanent change of assignment, the custodian(s) involved shall be consulted. It is desirable that such changes be mutually agreeable to the custodian(s) and the Assistant Superintendent for Personnel; however, the Assistant Superintendent for Personnel has the right of final decision.

#### **SECTION 6.12 OPEN POSITIONS**

In the event of an open position (any opening created by resignation, termination, or transfer to another position) in the bargaining unit which the Board determines to fill, such vacancy shall be posted at least five (5) working days prior to permanently filling the position. The posting shall be for the same job assignment as was being performed by the custodian vacating the position which becomes open, and the posting will indicate the location, shift and job assignment for the opening. The Physical Plant Supervisor will post notices of openings in the custodian rooms and staff rooms at all schools. Additional postings will be: Education Center Staff Room, the Grounds Garage, Bus Garage Staff Room, and the Physical Plant Office. The Board will consider any qualified and interested applicant. Qualification factors include experience, personal attributes and performance, except for the position of Food Service Delivery. Where qualifications are equal, seniority shall be the determining factor. The letter of understanding pertaining to the Food Service Delivery Person, agreed to by the Union and the Board, shall remain in full force and effect during the life of this master agreement.

If qualified applicants are available from within the bargaining unit, a selection will be made within five (5) working days from the conclusion of posting, and the subsequent transfer will be made within an additional fifteen (15) working days.

When there are no candidates for a vacant position from within the bargaining unit, that position will be filled by hiring a new employee within twenty (20) working days from the end of the posting period.

Successful applicants for an open position will be required to remain in the position for nine (9) months before being eligible to apply for a different position, except that they may apply for positions on different shifts or other jobs classifications when open. Newly hired custodians will be required to remain in the position for which employed for nine (9) months before becoming eligible to apply for an open

position, except that they may apply for positions on different shifts or other job classifications when open, and for open positions on the same shift when no other employee bids on the position if the new employee has completed the probationary period.

Should new custodial positions be created, the duties and responsibilities of which are substantially different from existing job classifications, the parties agree to negotiate a classification level for the new position.

**SECTION 6.13 DAY CUSTODIANS - QUALIFICATION, TRAINING AND TESTING**

**SECTION 6.13a QUALIFICATIONS FOR DAY CUSTODIANS, AND TRAINING AND TESTING TO DETERMINE QUALIFICATION.**

Qualifications for day custodian positions shall be determined by the ability of custodians to perform the general maintenance tasks indicated below on a test to be administered by the employer.

Presently the general maintenance tasks which constitute what is required for day jobs is as follows:

1. Plumbing
  - A. Stools - Replace Wax Seals, Flush Valve, Sloan Valve
  - B. Urinals - Sloan Valve, Vacuum Breaker
  - C. Sinks - Faucets, Traps and Washers
  - D. Fountains - Install Repair Kits
2. Electrical - Switches, Plugs, 110 Ballasts only
3. Boilers - Testing - Routine Maintenance
4. Pools - Procedures to test and back wash. Breakdown of pool is responsibility of maintenance people until stabilized.
5. Furniture Repair, Snow Removal, Lawn Care, Ceiling, Preventative Maintenance

From time to time this description of maintenance qualification tasks may be changed by the employer.

**SECTION 6.13b TRAINING AND TESTING**

Testing will be administered by the employer annually during the summer months for all interested employees. If no applicants have qualified by training and testing, the job will be filled temporarily by applicants, if any, on a rotation basis until training and testing are completed.

Successful performance on the test shall qualify the employee for a period of two years at which time the employee may be required to requalify by testing.

Prior to testing, the employer shall provide appropriate training for all tasks which are to be tested.

Applicants will be notified in writing of areas of deficiency.

Testing procedure will not be used to rank employees, but rather to determine whether an employee is minimally qualified to perform the tasks required by the day custodian position. In selection for the position, applicant will be chosen on basis of qualification, ability, experience, personal attributes and past performance. If the above are equal, seniority shall prevail.

**SECTION 6.14 PROBATIONARY PERIOD**

The first sixty (60) working days of employment shall be regarded as a probationary period for all newly employed custodians.

Custodians who have not completed the probationary period of employment shall not have recourse to the terms of this agreement.

**SECTION 6.15 MILEAGE**

Custodians will receive the Board adopted mileage (IRS sanctioned and presently paid at \$.24 per mile) when using their own vehicle and required by a supervisor to pick up supplies and equipment, and for travel from building to building as a part of their work assignment.

**SECTION 6.16 UNIFORMS**

1. To encourage high morale, pride in appearance, neatness and cleanliness on the part of the custodians, the Board will establish appropriate uniforms for all regularly employed custodians. The Board reserves the right, in its sole discretion, to select the style, color, quality and other characteristics of the uniforms, and to select distinctive insignia for them. Further, the Board reserves the right to establish rules and regulations regarding the wearing of uniforms during working hours, and to enforce such rules by appropriate discipline. Such rules are:

- a. Uniforms shall be worn to work daily, except when the Custodian is excused from this requirement by the supervisor.
- b. Custodians shall start each shift with a presentable uniform.



2. The Board shall provide each Custodian with five pairs of pants, five shirts, and coveralls for those who require them. Uniforms will be ordered by July 1st each year, to be delivered prior to the beginning of the new school year except in circumstances beyond the control of the Board. For Custodians subsequently employed, uniforms shall be provided upon completion of the probationary period of employment. Custodians leaving the service of the Board before the completion of six months service shall refund a pro-rata share of the cost of the uniforms to the Board. Such refund shall be withheld from the final pay of the custodian.

3. The Board shall provide replacement uniforms to each Custodian when necessary due to normal wear. Custodians who lose their uniforms or damage them due to carelessness or negligence may be required to replace them at their own cost.

4. Should the Board alter its uniform requirements, it will replace uniforms or any portion thereof as necessary.

5. The Board shall furnish appropriate protective clothing and footwear when deemed appropriate by the Administration.

#### **SECTION 6.17 TOOLS FOR AFTERNOON CUSTODIAN**

1. Lockers will be assigned to all regular, including four-hour, afternoon custodians.

2. Employees will furnish locks for lockers.

3. Tools and a tool apron will be assigned to all regular, including four-hour, afternoon custodians.

4. If the custodian works in more than one building, he/she will be issued a set of tools, apron and locker for each building.

5. Basic essential tools to be issued to each custodian will consist of: 1 hammer, 1 pliers, 1 long nose pliers, 2 straight screwdrivers, 2 Phillips screwdrivers, 1 razor blade scraper, and 1 crescent wrench.

6. The tools and apron will be signed for by the custodian at which time the items become the responsibility of the custodian.

7. If the custodian loses a tool he/she must replace it at his/her own expense.

8. If a tool is broken the custodian must send the broken parts to Physical Plant for a replacement.

9. If the custodian quits, resigns, retires, or leaves for any reason he/she must turn in the tools and the apron. If the complete set is not turned in or if any portion is not turned in,

the cost of the set or the cost of the missing item will be deducted from his/her last pay check. Depending on the age of the tools, the cost will reflect depreciation of the article or articles.

**SECTION 6.18 BONDING**

Should any custodian be required to post a bond as a condition of his/her employment, the premium shall be paid by the Board.

**SECTION 6.19 LOSS OR DAMAGE**

Employees shall not be charged for loss or damage unless clear proof of negligence is shown.

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**SECTION 7.0 ABSENCES AND LEAVES**

**SECTION 7.1 CONFERENCES**

A Custodian shall request permission from the Supervisor of Physical Plant in advance of attending any work connected conference within the State of Michigan.

- a. Permission shall be governed by:
  - 1. The availability of a substitute.
  - 2. Special building situations, including scheduled activities.
  - 3. Number of conferences previously attended.
  
- b. Expenses will be allowed as follows:
  - 1. The Board adopted mileage allowance (presently \$.24 per mile)
  - 2. Salary of substitute if necessary.
  - 3. Lodging - actual cost not to exceed thirty (\$30.00) dollars per night.
  - 4. Meals at cost, not to exceed \$25.00 per day.
  - 5. Registration fee.
  - 6. If transportation is by public carrier, the most resonable means of travel.
  
- c. Conferences outside of the State of Michigan require individual approval from the Assistant Superintendent for Business Operations.
  
- d. Any Custodian may make application to the Supervisor of Physical Plant to attend a conference or make a visitation at his/her own expense, except for the pay of a substitute.
  
- e. Reports may be required.

**SECTION 7.2 JURY DUTY**

A period not to exceed twenty (20) working days in one school year may be granted for jury duty. An extension beyond twenty (20) days will be granted when a specific case necessitates it. The Board shall pay the difference between the custodian's regular pay and the pay received for jury duty. No personal leave days shall be deducted for this community service.

**SECTION 7.3 SICK LEAVE**

**SECTION 7.3a**

Six (6) leave of absence days shall be granted on July 1 of each year, and an additional six (6) leave of absence days shall be granted on January 1 of each year, with unlimited accumulation. At the time of employment, new Custodians shall receive a bank of leave days on a pro-rata basis (one per month) until the next January 1 or July 1. Ten month Custodians shall be granted five (5) leave of absence days on September 1 and another five (5) days on February 1.

**SECTION 7.3b EXTRA VACATION DAYS-USING LESS SICK LEAVE**

Custodians who use less than six (6) leave of absence days for personal illness or illness in the family during the twelve (12) months preceeding July 1 each year shall be credited additional time for Summer Vacation. The following table shall be used to award the bonus vacation days:

<u>DAYS OF LEAVE USED</u>	<u>ADDITIONAL VACATION DAYS</u>
5	1
3 or 4	2
1 or 2	3
0	4

Vacation days so acquired are to be used in accordance with the provisions of Section 7.6, with the limitation that this additional earned vacation time must be used during July and August, or the following June after the end of the school year.

Leave of absences as prescribed in 7.3a, may be used for the following reasons:

**SECTION 7.3c DEATH IN THE IMMEDIATE FAMILY**

A maximum up to ten (10) days may be granted at the time of death when needed in case of a death in the immediate family. The term "immediate family" is defined as follows: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-sister, step-child, step-brother, step-grandparents, or a person for whom the Custodian principally is responsible for financial and physical care.

**SECTION 7.3d FUNERALS OUTSIDE THE IMMEDIATE FAMILY**

One day may be granted for attendance at funerals of persons outside the immediate family. If additional time is needed, it may be requested as individual business leave.

**SECTION 7.3e PERSONAL ILLNESS**

The illness shall be attested to by the Custodian through the completion of a sick-leave form furnished by the school, upon the return of the Custodian to work. The supervisor shall endorse the card. The Board reserves the right at such time to require a physical or mental examination of a Custodian at the Board's expense by a doctor of its choice should this seem in the best interests of the school district. A written statement may be required from the attending physician in cases of injury or illness that keeps a Custodian from work for five (5) or more consecutive working days. A written statement shall be mandatory commencing the eighth (8) calendar day of absence. Also, such a statement shall be mandatory in all cases of absence covered by Workers Compensation and absence requiring hospitalization regardless of the length of absence. Leave time used for personal illness shall be figured in quarter (1/4) day increments.

**SECTION 7.3f ILLNESS IN THE EMPLOYEES HOUSEHOLD**

Five (5) days per period of illness of a member of an employees family shall be granted. The intent of this provision is to provide the employee time to make arrangements for the care of the sick members of his/her family. Otherwise the school district does not assume the responsibility for family illness. The school district reserves the right to require a certified report by the doctor in attendance. In emergencies as defined by the approving administrator, additional leave days will be granted as available.

**SECTION 7.3g EXTENDED LEAVE FOR PREGNANCY**

A pregnant custodian may use sick leave for pregnancy in the same manner as for any other disability for which sick leave is allowed and may continue in active employment as late into her pregnancy as she is physically able to perform all duties of her position. The district reserves the right to be furnished a statement of the custodian's ability to perform her duties from her attending physician.

In the event a custodian exhausts her accumulated sick leave before regaining her physical fitness to fully perform her duties, she is eligible for health and hardship leave as provided by the Health and Hardship provision.

A custodian shall return from a medical pregnancy leave (sick leave or health and hardship leave) when certified by her physician as able to return to work. Upon return from such leave, the custodian shall be returned to the same position from

which the leave was taken if such position exists, or, if such position has been eliminated, to an equivalent position for which qualified. In case of reduction in staff during the period of such leave, the provisions of Section 6.1 shall prevail.

**SECTION 7.4 BUSINESS LEAVE**

Two (2) days per year beyond the sick leave allowance may be used for individual business. Individual business leave shall be used only for the purpose of conducting business which is difficult to transact outside of normal working hours.

Custodians shall be granted business leave on written notification to the Assistant Superintendent for Personnel at least three (3) working days in advance of the anticipated absence. In cases of unanticipated need for business leave, the custodian shall apply as soon as possible. It is understood that such leave shall not be used for recreation purposes or to extend a holiday and/or vacation.

In the event of an emergency requiring leave prior to or following such holiday and/or vacation, the custodian shall state the reason. Custodians shall assume the responsibility of notifying the Physical Plant Office immediately upon receiving approval to use a personal business day.

Individual business days not used during the school year will be added to and accrued as illness leave days at the beginning of the following year.

**SECTION 7.5 EXTENDED - UNPAID LEAVES**

**SECTION 7.5a HEALTH AND HARDSHIP**

Any Custodian whose personal illness extends beyond the period covered by accumulated sick leave and vacation leave (if the employee chooses to use vacation) shall be placed on health and hardship leave for the period of time necessary for complete recovery, but not to exceed one calendar year from the beginning of the health and hardship leave.

Upon recovery, the custodian shall be required to submit a physicians statement attesting to the custodian's ability to perform the duties of his/her position.

The Board reserves the right, at its option, to require an examination by a physician of the Board's choice at its expense. In the event of a conflict of a custodian's physician's statement and the Boards physician's statement regarding the custodian's fitness, the opinion of Board's physician shall be controlling.

In the event the custodian presents acceptable evidence of recovered health as provided above within one year from the date last worked, the custodian shall be restored to the same

acceptable evidence of recovered health within one year the custodian may be re-employed at the discretion of the Board providing a vacancy for which the custodian is qualified exists at the time of recovery. The Board shall have the right to fill the position during the leave with long term substitutes.

**SECTION 7.5b MILITARY LEAVE**

A leave shall be granted a custodian who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of applicable laws of the United States. Regular salary increments and seniority shall accrue.

A custodian will be granted a leave without pay for a period of minimum enlistment for full-time overseas duty in the Peace Corps. Further extensions shall be granted at the will of the Board. The salary increment shall accrue.

**SECTION 7.5c GENERAL LEAVE**

A custodian may be granted a leave of absence for one year with the approval of the Board. The Custodian shall notify the Board not later than three months before the expiration of this leave whether active reemployment is desired. If so, the Custodian shall be assigned to a position in the school system if a vacancy exists for which the custodian is qualified.

Unless otherwise indicated, the following conditions shall apply to extended leaves of absence:

- (a) Requests for leaves shall be in writing.
- (b) Eligibility shall be based on a minimum of two (2) years continuous employment in the district.
- (c) All extended leaves shall be limited to one year. Further extension shall be at the will of the Board.
- (d) While on extended leave of absence, except for military leave, a custodian's seniority is maintained, but does not accrue.
- (e) The custodian shall be reemployed in line with his/her seniority at the current rate.
- (f) Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
- (g) Written notice of intention to either return or resign shall be given to the Assistant Superintendent for Personnel at least three months before the leave expires.

**SECTION 7.6 VACATION LEAVE**

One day of paid vacation per month is earned by each custodian with accumulation to a maximum of twelve (12) days for 12 month employees and ten (10) days for 180 day employees after the first full employment year. Vacation benefits shall be as follows:

	<u>12 month employees</u>	<u>180 day employees</u>
1 through 4 years of service	12 days/year	10 days/year
After 5 years of service	13 days/year	11 days/year
After 6-7 years of service	14 days/year	12 days/year
After 8-9 years of service	15 days/year	13 days/year
After 10 years of service	16 days/year	14 days/year
After 11 years of service	17 days/year	15 days/year
After 12 years of service	18 days/year	16 days/year
After 13 years of service	19 days/year	17 days/year
After 14 years of service	20 days/year	18 days/year
After 15 years of service	21 days/year	19 days/year
After 20 years of service	22 days/year	20 days/year

**THE FOLLOWING CONDITIONS SHALL APPLY TO VACATION LEAVE DAYS:**

- (a) Vacation time earned during one school year (July 1/ June 30) must be used not later than June 30th of the following year, or it is lost.
- (b) Earned vacation time must be taken as a vacation. However, the Board may request that a custodian take additional compensation in lieu of vacation.
- (c) Vacation may be taken at any time during the year.
- (d) Custodians who are ill may use their accumulated vacation leave time as an extension of sick leave, after all regular sick leave benefits have been used.
- (e) Custodians who resign, giving at least two weeks notice shall be paid for accumulated vacation.
- (f) Vacation time shall be counted as actual scheduled working days on the custodial calendar. Should a holiday occur during a custodian's vacation period, it shall not count as a vacation day.
- (g) Requests for vacation for the total year shall be submitted to the Supervisor of Physical Plant at least by May 15th. Approval of vacation as requested shall depend upon the needs of the Board to carry out the work within the scheduled time.
- (h) Should more requests for vacation within a given

period be received by May 15th than can be honored, seniority using hiring date shall be the basis for granting vacation requests.

Once selection is made, if selection has to be changed, vacation time that has not been chosen must be selected, and granted on a 1st come, 1st served basis in order of vacation request received.

The District's judgement regarding the number of custodians that can be scheduled for vacation or its decision approving or denying requests, including approving and denying requests filed after May 15th, shall be final and not subject to the grievance procedures.

- (i) All vacation monies earned shall be paid when discharged. In the event of the death of the employee his/her beneficiary will receive the amount due to the employee.

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**SECTION 8.0 INSURANCE BENEFITS**

The Board shall pay full premiums for the insurance program as follows:

**SECTION 8.1 HEALTH INSURANCE,**

Effective October 1, 1989, the Board will pay the full premium for Blue Cross/Blue Shield MVF-2 for each custodian and eligible dependents(s) subject to the terms and conditions of the master policies applicable to such benefits. The Board shall pay the \$ 50/100 Master Medical deductible under this policy up to a maximum of \$ 50 for an individual and a maximum of \$ 100 for two persons or a family, upon presentation of itemized receipts for the services not paid by Blue Cross/Blue Shield because of the deductible.

Full-time employees not needing health coverage shall have an amount equivalent to the BC/BC MVF-2 Single Subscriber premium to apply for other non-taxable insurance coverage or tax sheltered annuity.

When a custodian or custodian's spouse becomes eligible for Medicare, the custodian or spouse may sign up for Medicare.

**SECTION 8.2 LIFE INSURANCE**

Effective July 1, 1989, the Board will pay the full premium for \$25,000. group life insurance with AD&D on the employee, the carrier to be determined by the Board.



**SECTION 8.3 LONG TERM DISABILITY**

(a) Effective July 1, 1989 through June 30, 1992, the Board will pay the full premium on long term disability, 30 calendar day modified fill, the carrier to be determined by the Board.

**SECTION 8.4 DENTAL INSURANCE**

Effective July 1, 1989, the Board will pay the full premium for MESSA Delta Dental Plan E-007 with internal and external coordination of benefits (COB) for each custodian subject to the terms and conditions of the master policies applicable to such benefits.

**SECTION 8.5 VISION PLAN**

Effective July 1, 1989, the Board will pay the full premium for MESSA Vision Care Plan VSP 2, subject to the terms and conditions of the master policies applicable to such benefits.

**SECTION 8.6 INSURANCE COVERAGE**

These provisions apply only to custodians regularly employed twenty-four (24) hours per week or more. Custodians regularly employed twenty hours or more per week, but less than twenty-four hours per week are eligible for single coverage only for health insurance in 8.1 above, \$25000 group life insurance with AD & D, and Long Term Disability as provided in Sections 8.3.

Any custodian who is not eligible for full insurance benefits may purchase through payroll deduction any portion up to the amount of coverage provided to a full-time employee.

Once coverage is designated, it shall not be altered except as birth or adoption, change in marital status, social security eligibility, death, or change of dependent status is involved, or until the next open enrollment period. Employees are required to notify the personnel office in writing of any such changes within thirty (30) calendar days of the change. Employees failing to do so must reimburse the school district for any unnecessary premiums paid on the employee's behalf.

Failure to make use of all or any part of the maximum possible premium coverage available shall not make any funds transferable to cash or other form of benefit for the custodian or others except as provided for in Section 8.1 above.

For employees leaving the payroll prior to the 15th of any month, the contributions towards insurance benefits by the Board shall cease with that month. The Board will consider a custodian to have left the payroll at the end of ten (10) working days after the employee is not working and has exhausted sick leave, vacation and business leave benefits. If this day falls on or before the 15th day of the month, the employee will assume the next month's premium. If this day falls after the 15th day of the month, the Board will pay the next month's premium with the employee paying the subsequent premiums. In determining the question of "leaving the payroll"

the date of actual payment to the custodian will not be used for any purpose.

For employees leaving the payroll for reasons of health, their health and LTD premiums will be continued to be paid by the Board for two additional months.

Custodians who resign or retire effective June 30th of any year after having been employed the entire school year, shall have their Board-paid insurance coverages extended through the following August 31st.

A custodian who is on an unpaid leave of absence and/or lay off status may continue his/her fringe benefits for up to one (1) year through the employer by paying the group premiums monthly when due.

**SECTION 8.7 WORKER'S COMPENSATION**

Custodians are covered by Worker's Compensation. In the event of a worker's compensation claim, the custodian shall be paid at his/her regular rate but time lost from work is chargeable against the custodian's accumulated bank of sick leave days.

After the five days waiting period, if the custodian is awarded a worker's compensation claim, subject to the requirements of Section 354 of the Worker's Compensation Act, his/her pay will be reduced to the difference between worker's compensation benefits and his/her regular pay up to the value of his/her then accumulated sick leave. Sick leave will be charged on a pro-rata basis computed on the relationship of his/her differential pay to his/her regular rate of pay.

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**SECTION 9.0 RETIREMENT BENEFITS**

**SECTION 9.1 RETIREMENT TERMINAL LEAVE PAY**

Upon a custodian's retirement, in accordance with the requirements of the Michigan Public Schools Employees Retirement Act, a terminal leave pay determined by the greater of (1) or (2) below will be paid if at least ten years continuous employment in this school district has occurred.

(1) \$80.00 per year of employment in this school district, or (2) a sum equal to 50% of the current wage for each accumulated leave of absence day. (2) is limited to a sum up to twice the amount calculated by (1).

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**SECTION 10.0 RATES OF PAY**  
**SECTION 10.1 SALARY SCHEDULE**

The Custodial salary schedule. The base rates (per hour) are as follows:

<u>CLASSIFICATION</u>	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
BUS MECHANICS & PHYSICAL PLANT MECHANICS	12.30	12.92	13.56
FOOD & WAREHOUSE DELIVERY PERSONS	11.71	12.30	12.91
GENERAL CUSTODIANS, & BUS MECHANICS HELPER	11.06	11.61	12.19
PROBATIONARY CUSTODIANS	9.84	10.33	10.85
LAUNDRY PERSONS	8.47	8.89	9.33

Employees hired after July 1, 1989 will be employed at the probationary rate. Upon completion of the probationary period, employees will receive the regular hourly rate.

**SECTION 10.2 COST OF LIVING ADJUSTMENTS**

(1) Effective July 1, 1990 and annually thereafter during the period of this agreement, each employee covered by this agreement shall receive a cost of living allowance as set forth in this section.

The cost of living allowance shall be added to the base rate for any classification.

The cost of living allowance shall be taken into account in computing overtime and shift premiums, and in determining call-in-pay and pay for vacations, unworked holidays and paid leaves.

(2) Basis for allowance. The amount of the cost of living allowance shall be determined and redetermined as provided below on the basis of the Consumer Price Index for Urban Wage Earners and Clerical Workers (including Single Workers) published by the Bureau of Labor Statistics, United States Department of Labor (1967=100) and referred to herein as the "Index".

Continuance of the cost of living allowance shall be contingent upon the availability of the Index in its present form and calculated on the same basis as the Index for March, 1980, unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the Index, the parties agree to request the Bureau to make available, for the life of this agreement, a monthly index in its present

form and calculated on the same basis as the Index for September, 1970.

(3) Redeterminations. Adjustments during the period of this agreement shall be made at the following times:

<u>Effective Date of Adjustment</u>	<u>Consumer Price Indexes for:</u>
July 1, 1990	April 1, 1990 as compared to April 1, 1989
July 1, 1991	April 1, 1991 as compared to April 1, 1990

(4) Amount of Allowance

(a) Effective July 1, 1990, and for any period thereafter as provided in Subsection 10.2(3) the cost of living adjustment shall be in accordance with \$.01 adjustment for each 0.4 change in the average Index for the appropriate period as indicated in Subsection 10.2(3).

(b) In no annual period as indicated in Subsection 10.2(3) shall the amount of adjustment exceed \$.10 per hour (the equivalent of 2.0 Index points) above the base rate, as adjusted, for that year.

(c) In determining the annual average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.1 Index point.

(d) In no event will a decline in the annual average of the indexes below the base provide the basis for a reduction in the wage scale.

(5) Adjustment Procedure. In the event the Bureau of Labor Statistics shall not issue the appropriate Indexes on or before the beginning of one of the pay periods referred to in Subsection 10.2(3), an adjustment in the allowance required by such appropriate Indexes shall be effective at the beginning of the first pay period after receipt of the Indexes.

No adjustment retroactive or otherwise shall be made in the amount of the cost of living allowance due to any revision which later may be made in the published figures for the Index for any month on the basis of which the allowance shall have been determined.

**SECTION 10.3 SHIFT PREMIUM**

Those custodians regularly scheduled to work on Saturday and/or Sunday as part of their regular five day work week shall be entitled to \$.25 per hour premium pay for Saturday and/or Sunday work.

Those custodians regularly scheduled to work the third shift (i.e. any shift beginning after 11:00 p.m. daily on a regular basis) shall be entitled to \$.15 per hour premium pay for all hours scheduled after 11:00 p.m. on a regular basis.

**SECTION 10.4 LONGEVITY**

(1) Each custodian shall receive an additional 2% of the base rate for his/her classification after four (4) years service to the district.

(2) Each custodian shall receive an additional 6% of the base rate for his/her classification after nine (9) years of service to the district.

**SECTION 10.5 PAY PERIODS**

Pay periods shall be every two weeks during the year.

When a regular pay day occurs within a school vacation period during the school year when custodians are not scheduled to work, that day shall be advanced to the last working day prior to the beginning of said vacation period, provided that not more than one pay period shall be advanced with respect to any vacation period.

We, as indicated by our signatures below, agree to the above terms.

EMPLOYER

UNION

BOARD OF EDUCATION OF THE  
HOLT PUBLIC SCHOOLS

LOCAL UNION NO. 580,  
AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS  
OF AMERICA.

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President, Board of Education

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Secretary-Treasurer, local 580

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