

6/30/91

AGREEMENT

Between

CARMAN-AINSWORTH CUSTODIAL/MAINTENANCE PERSONNEL AND
BUS MECHANICS ASSOCIATION

and the

CARMAN-AINSWORTH COMMUNITY SCHOOLS' BOARD OF EDUCATION

For the Period Between

July 1, 1986 and June 30, 1991

Carmans Ainsworth Community Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

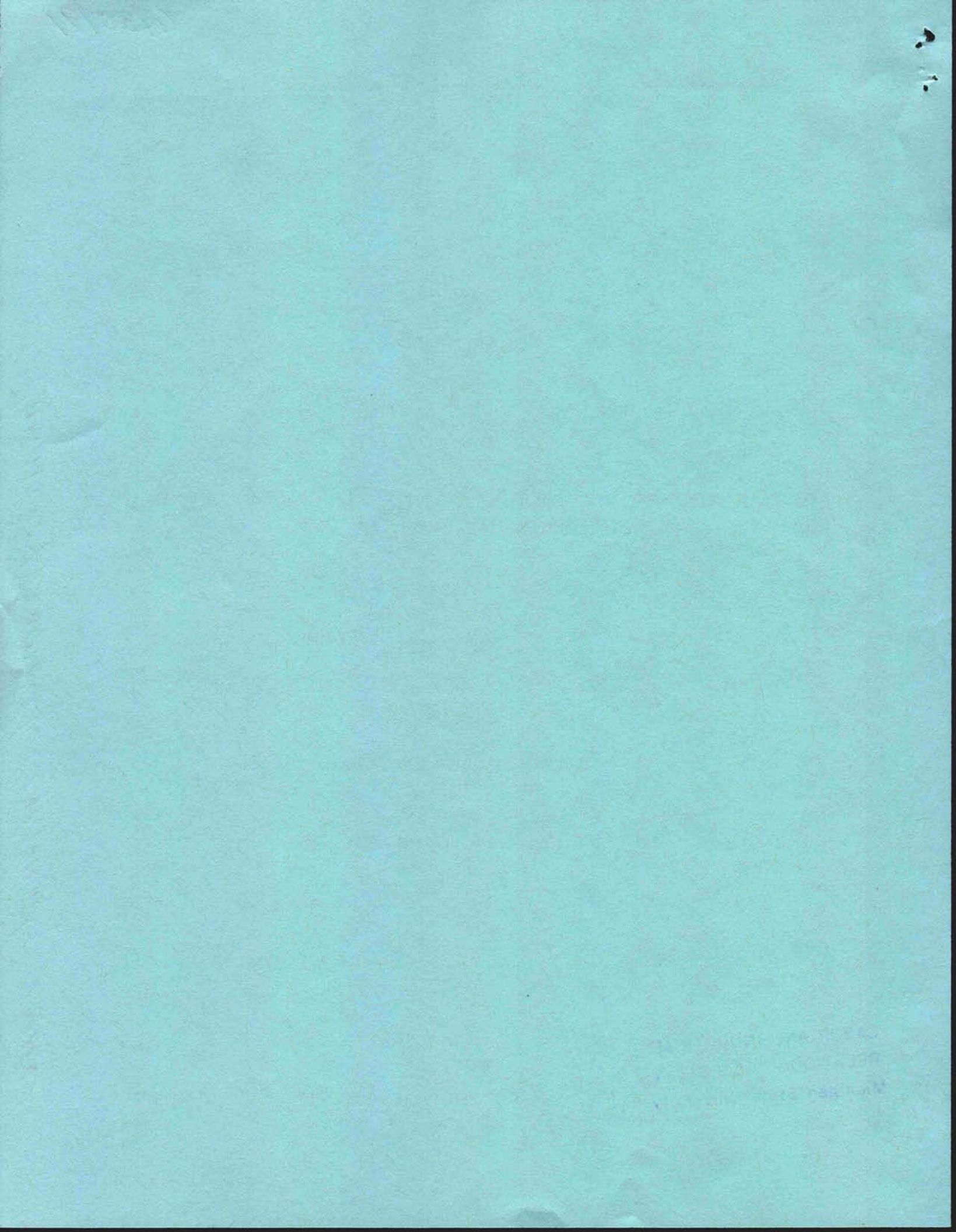
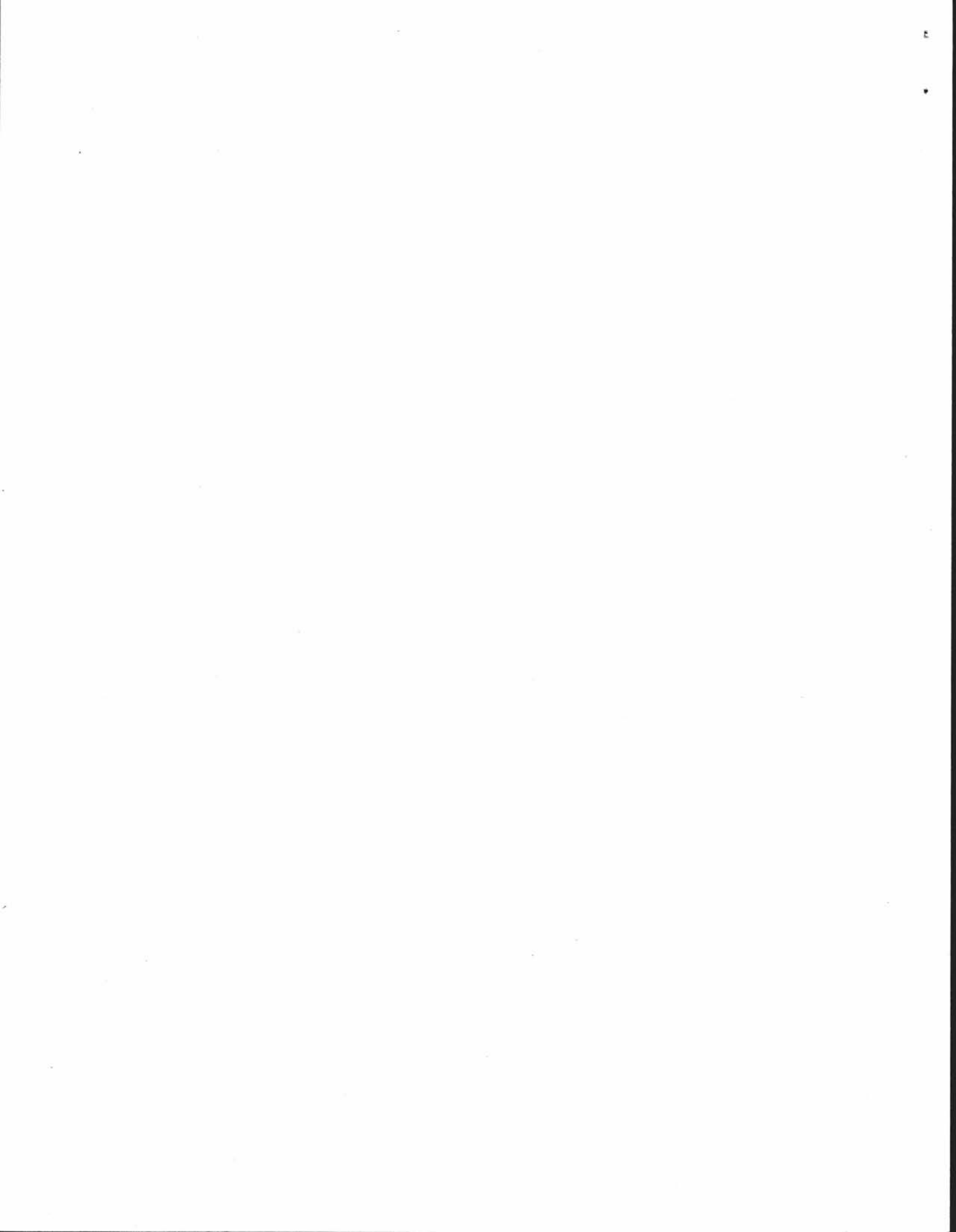


TABLE OF CONTENTS

CARMAN-AINSWORTH CUSTODIAN, MAINTENANCE PERSONNEL AND BUS MECHANICS ASSOCIATION

	<u>PAGE</u>
ARTICLE I Recognition.....	1
ARTICLE II..... Board Rights.....	1
ARTICLE III..... Association Rights & Dues.....	1-5
ARTICLE IV..... Grievance Procedure.....	5-8
ARTICLE V..... Seniority, Layoff and Recall.....	8-10
ARTICLE VI..... Postings, Transfers & Promotions.....	10, 11
ARTICLE VII..... Training.....	12-14
ARTICLE VIII..... Hours.....	15-18
ARTICLE IX..... Leaves of Absence - Sick & Personal Days	18-23
ARTICLE X..... Holidays & Vacations.....	23, 24
ARTICLE XI..... Insurance Protection.....	25
ARTICLE XII..... General Provisions.....	26
ARTICLE XIII..... Wages & Supplemental Benefits.....	27, 28
ARTICLE XIV..... Duration of Agreement.....	29
SIGNATURES.....	30
INDEX.....	i-iii



ARTICLE I

RECOGNITION

- A. The Carman-Ainsworth Board of Education, hereinafter referred to as the Board, hereby recognizes the Carman-Ainsworth Custodian, Maintenance Personnel and Bus Mechanics Association, hereinafter referred to as the Association, an affiliate of the Michigan Educational Support Personnel Association, as the exclusive bargaining representative for all custodians, mail carriers, maintenance personnel, warehouse personnel, bus mechanics and helpers within the Maintenance and Custodial Division, employed by the Board and shall exclude supervisory and clerical personnel.
- B. The Board recognizes the Association as the exclusive representative of the bus mechanics and all custodian personnel for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment.
- C. For the purpose of this Agreement, the term employee shall include all custodians, mail carriers, maintenance personnel, warehouse personnel, bus mechanics and helpers, within the Maintenance and Custodial Division, employed by the Board, and shall exclude supervisory and clerical personnel.

ARTICLE II

BOARD RIGHTS

The Board of Education reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement including by way of illustration, the determination of policies, operations, assignments, schedules, discipline, layoff, etc., for the orderly and efficient operation of the school district.

ARTICLE III

ASSOCIATION RIGHTS AND DUES

- A. Association Security
 1. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Association as they see fit. Neither party shall exert pressure on or discriminate against an employee as regards such matters.

ARTICLE III

A. Association Security continued

2. Membership in the local Association is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that s/he receives equal benefits. The local Association 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 local Association. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the local Association, and this Agreement has been executed by the Board after it has satisfied itself that the local Association is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.
3. In accordance with the policy set forth above, all employees shall as a condition of continued employment, pay to the Association, the employee's exclusive bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Association which shall be limited to an amount of money equal to the Association's regular fees and assessments, and its regular and usual dues. For new employees, the obligation for payment shall start thirty-one (31) working days following the date of employment.

B. Job Status and Functions of Association Officers

1. Three (3) committee representatives, one (1) Association representative or alternates, shall be paid by the Board for time spent in the processing of grievances and negotiations related to the Carman-Ainsworth Board of Education, if such grievance processing and negotiating take place during their regularly scheduled working hours, at their regularly scheduled earned rate. The Board will only pay an alternate who is serving as a replacement for an absent committee representative or Association representative.

ARTICLE III

B. Job Status and Functions
of Association Officers continued

2. Bargaining committee representatives, the Association representative, or alternates shall be governed by established rules regarding the handling of employee grievances and negotiations as are indicated in the grievance procedure. However, members of the committee and the Association president may absent themselves from their assigned work to handle Association business when arrangements are made as far in advance as possible, by the President of the Association and the designated representative of the Carman-Ainsworth Board of Education. However, if the time absent for Association business concerns activities other than those specifically provided for in the paragraph above, there shall be no payment to the employee by the Carman-Ainsworth Board of Education for time lost in this event.
3. The names of bargaining committee representatives, the Association representative and alternates shall be given in writing to the Board. No bargaining committee representatives, Association representative or alternate shall function as such until the Board has been advised of this selection in writing by the officers of the Association. Any changes in bargaining committee representatives, Association representatives, or alternates shall be reported to the Board in writing as far in advance as possible.
4. Executive officers of MESPA and/or their representatives duly authorized to represent the Association, and/or the president of the Association, if not employed by the Board will be permitted to participate in any discussions relative to hours, wages, and working conditions at any time. If the president of the local Association works for the Board, s/he may attend any meetings relative to hours, wages, and working conditions and will be paid his/her regular rate for time spent in such meetings for the hours s/he should otherwise have worked.
5. Any committee representative, Association representative or alternate having an individual grievance in connection with his/her own work may ask for a member of the committee to assist him/her in adjusting the grievance.
6. All employees who are covered by this Agreement shall be represented for the purpose of the grievance procedure and negotiations by the Association representative and a bargaining committee to be chosen by the Association.

ARTICLE III
continued

C. Authorization of Payroll Deduction

1. After the effective date and during the life of this Agreement and in accordance with the terms of the form of "Authorization for Payroll Deduction" hereinafter set forth and to the extent the laws of the State of Michigan permit, the school agrees to deduct from the pay of seniority employees who are Association members, the regular usual, periodic and uniform dues of the Association levied in accordance with the constitution and by-laws of the Association which are uniformly required or the appropriate service fee, provided, however, that the Association shall first present to the school a certified statement of the amount of the dues certified by the Association and written authorization in suitable form signed by the employee allowing such deductions and payments to the Association at least thirty (30) days prior to the date on which the dues are to be deducted. The Association shall be fully responsible for the validity and correctness of the certified checkoff list and authorization, and the Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Board in reliance upon such certified checkoff list or authorization.
2. It shall be the policy of the Board to honor reasonable requests for continuing deductions from the payroll to be paid to a third party.

D. Bargaining Unit Work

Supervisory employees shall not be permitted to perform work within the bargaining unit, except in the following types of situations:

1. When an emergency arising out of an unforeseen circumstance calls for immediate action.
2. The instruction or training of employees including demonstrating the proper method(s) to accomplish the assigned tasks.

- E. Bulletin boards will be provided for the use of the employees. Such bulletin boards will be used for the posting of notices of bona fide employee activities only, and in no case shall advertising, political, obscene, or scurrilous printed or written matter be placed on any bulletin board.

ARTICLE III
continued

- F. All employees shall be entitled to two (2) ten (10) minute paid coffee breaks.
- G. A reasonable length of time shall be granted all employees to clean up before the end of the work day.
- H. The Board will issue pay checks to the employees at the end of the work day on Friday of every other week.
- I. Any penalty which is more than eighteen (18) months old will not be counted in determining the penalty for the next offense.
- J. Special conferences for important matters may be arranged between the local union president and designated representative of the employer upon request of either party. Such meetings shall be between at least two representatives of the union and two representatives of the employer. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up on special conferences shall be confined to those matters included in the agenda.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Grievance Definition

A grievance is defined as a claim by one or more members of the unit of improper application or interpretation of this Agreement specifying the part of the Agreement which is claimed to be violated.

B. Levels of Greivance Procedure

1. Level One

Any employee having a specified grievance shall take the matter up with the immediate supervisor as designated by the Board, within five (5) working days of the occurrence of the incident being grieved, who shall attempt to adjust the matter consistent with the terms of this Agreement. Such employee may request his/her immediate supervisor as designated by the Board to call his/her Association representative or committee representative to handle such grievance with his/her immediate supervisor. The supervisor will send for the Association or committee representative without further discussion of the grievance.

ARTICLE IV
continued

2. Level Two

Grievances which are not satisfactorily settled at Level One may be appealed to the Supervisor of Buildings and Grounds by delivering to the Supervisor of Buildings and Grounds a written grievance signed by the aggrieved or appropriate forms stating the claimed violation of the Agreement and the pertinent parts of the Agreement allegedly violated, within five (5) working days of the meeting at Level One. The Supervisor of Buildings and Grounds shall set a meeting with the Association representative within five (5) working days of the receipt of the grievance. The Supervisor of Buildings and Grounds shall make a written disposition of the grievance on the grievance forms and return it to the Association representative within five (5) working days.

3. Level Three

Grievances which are not satisfactorily settled at Level Two may be appealed to the Superintendent of Schools in the same manner and with the same time limits as in Level Two above. The Superintendent, or his/her designated representative, shall set a meeting with the Association representative within eight (8) working days of the receipt of the grievance. The Superintendent or his/her designated representative shall make a written disposition of the grievance on the grievance form and return it to the Association representative within five (5) working days.

4. Level Four

Grievances which are not satisfactorily settled at Level Three may be appealed by the bargaining committee of the Association to the Board of Education in the same manner and with the same time limits as in Levels Two and Three above. The Board of Education shall set a meeting with the bargaining committee within fifteen (15) working days of the receipt of the grievance. The Board of Education shall make a written disposition of the grievance on the grievance form and return it to the bargaining committee within eight (8) working days.

5. Level Five - Arbitration

a) If the disposition of the grievance from the Board of Education is not satisfactory, the Association may, within ten (10) working days submit the grievance to arbitration.

ARTICLE IV

5. Level Five -
Arbitration continued

- b) The arbitrator shall be selected in the following manner:
 - 1. Each party, the Board and the Association shall select a representative. The two (2) persons so selected shall meet within five (5) working days for the purpose of selecting a third person who shall act as the arbitrator. Should the parties fail to reach agreement on an arbitrator within five (5) working days of their initial meeting they shall so notify the Board and the Association.
 - 2. In the event that the parties fail to agree on an arbitrator through the procedure outlined above, the arbitrator shall then be selected using the procedures common to the American Arbitration Association.
 - c) Any arbitrator selected by either of the methods described above shall have power only to rule on matters clearly specified in this Agreement. S/He shall have no power to add to, subtract from, or to modify any language contained in this Agreement.
 - d) The decision of the arbitrator shall be final and binding upon both parties.
 - e) Should the arbitrator decide that s/he has no power to decide the dispute (Section B, 5-c above) s/he shall, as soon as practical, so notify the Board and the Association.
 - f) The fees and expenses only of the arbitrator shall be borne equally by both parties. Either party incurring incidental expenses, i.e., witness fees, etc., shall be individually and solely responsible for such expenses.
- C. If additional time is deemed necessary relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Association and the Board or its representatives.
 - D. The parties may mutually agree to waive any step of the grievance procedure.
 - E. If the Association violates the time limits of the grievance procedure, the grievance is settled according to the disposition of the previous level, unless otherwise agreed.

ARTICLE IV
continued

- F. If the Board violates the time limits of the grievance procedure, the grievance is automatically appealed to the next highest level, unless otherwise agreed.
- G. A grievance may be withdrawn at any level without establishing a precedent. A complaint or grievance may be withdrawn at any level without prejudice or record.

ARTICLE V

SENIORITY, LAYOFF AND RECALL

A. Seniority

1. Seniority is the length of continuous service in any job within the bargaining unit. Those who work less than full time shall have their seniority pro-rated accordingly. Probationary employees, substitutes and seasonal employees are not eligible for seniority.
2. New employees hired to fill regular bargaining unit positions shall be considered as probationary employees for ninety (90) working days in their job assignment. The probationary period will commence the date the applicant is placed in the bargaining unit position by the Supervisor of Buildings and Grounds. Upon successful completion of the probationary period, seniority will be retroactive to the date of hire. The ninety (90) working day period may be extended for any absences during that period by the amount of such absences. Should the employee's probationary period be extended for absences, the employee's seniority date shall be ninety (90) working days prior to the completion of the probationary period. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except the Board will have the right to discharge, and/or take disciplinary action involving a probationary employee subject to all levels of the grievance procedure except arbitration.
3. When a probationary employee acquires seniority, his/her name shall be placed on the seniority list. The employee will be notified by the Office of the Supervisor of Buildings and Grounds specifying his/her seniority date after s/he has successfully completed the probationary period.

ARTICLE V

A. Seniority continued

4. Up-to-date seniority lists shall be made available to all employees for their inspection by September 15th of each year.
5. An employee's seniority will be continuous and the employee shall hold all seniority rights except when they:
 - a. Voluntarily resign or retire.
 - b. Are discharged.
 - c. Absent themselves from work without notice for two (2) consecutive working days.
 - d. Fail to return from approved leave of absence on or before the appointed time unless an extension has been granted.
 - e. Fail to return to work when recalled from layoff in accordance with the recall procedure.
 - f. Give a false reason for a leave of absence or engage in other employment during such leave.
6. The right to re-employment and the continuing seniority rights of any employee who now or hereinafter, is a member of the Armed Forces of the United States, shall accrue as provided by law.
7. Seniority shall not accrue to any employee on an approved unpaid leave of absence except as follows:
 - a. Military leave.
 - b. First thirty (30) days of an approved unpaid leave of absence.
 - c. First six (6) months of any unpaid sick leave.
 - d. During the period of up to two (2) years of leave for Association business.
 - e. For up to two (2) years while on layoff.
8. Seniority shall accrue during all paid leaves including workers' compensation leave.
9. For the purpose of layoff and recall only, all employees who are officers of the Association shall have the privilege of top seniority in their respective classification and shifts provided they have been an employee of the Board for three months or more and have ability to do the work that may be required of them.

ARTICLE V

A. Seniority continued

10. The Association shall notify the Board in writing as to the names of the officers entitled to top seniority and will thereafter keep the Board so notified in writing of any changes.

B. Layoffs and recalls will be based upon seniority within classification, provided the senior employee has the ability to do the work required. The senior employee may enter any lower classification, the duties of which s/he is capable of performing. The Board will not use an employee in a classification in which s/he is not classified if another employee with seniority is laid off therefrom. Employees will be returned to their own classification before any other laid off employees with less seniority in the classification from which the senior was laid off are recalled. Employees who exercise their seniority under this section will be paid at the rate of the job to which they are assigned.

C. Layoff Notification

Notice of layoff will be posted thirty (30) calendar days before the action is taken.

D. Recall Procedure

1. When the work force is to be increased after a layoff, employees will be recalled according to seniority in reverse order of layoff, provided the employees with the greatest seniority are able to perform the available work.
2. Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address.
3. Employees will be granted up to five (5) working days to return to work upon request.

ARTICLE VI

POSTINGS, TRANSFERS AND PROMOTIONS

A. All vacancies will be posted within ten (10) working days of their occurrence. No deviation of the above will take place without consultation with the Association. The successful applicant shall be notified. A copy of all such postings shall be sent to the Association.

- B. Each employee shall be notified at the time of employment of the line of supervision in his/her building and in the district.
- C. A vacancy shall be defined as an opening in a regularly assigned bargaining unit position. This may be a newly created position or an existing position that is currently unfilled except as limited by other provisions of this Agreement. When a vacancy occurs within a classification within a building, internal reassignments will not be made until the vacancy is filled.
- D. If a vacancy is of an emergency nature, supervisor may designate an emergency substitute not to exceed thirty (30) days, unless mutually agreed to by both parties.
- E. In the event that any job opening shall exceed one (1) year due to sickness, disability or just cause leaves as provided in Article IX, these jobs shall be posted on a permanent basis.
- F. If an employee is assigned temporarily to a higher classification and remains in that classification for six (6) consecutive working days, upon the sixth (6th) day s/he shall receive not less than the rate for the classification as determined by his/her seniority and such rate shall be retroactive to the first day in the position. Upon termination of the temporary assignment s/he will return to his/her regular rate of pay.
- G. Employees may request a transfer to fill a vacancy of a nonpromotional nature. Such transfer shall be subject to all the provisions of seniority.
- H. In the event of a job opening, the senior employee who desires to fill the job shall be given first consideration for transfer or promotion, provided s/he is qualified to do the job.
- I. Any employee filling a vacancy by transfer or promotion shall be given up to thirty (30) days to prove his/her ability.
- J. Only if unable to qualify shall s/he be entitled to return to his/her former position, without prejudice, at the rate of pay for such position. Otherwise s/he may fill the first vacant position available.
- K. Any employee assigned to a job by transfer carrying a lower starting rate than the rate s/he received at the time of the assignment, shall continue to receive not less than the rate s/he received at the time of assignment and shall continue to receive increases until the top of the working classification is reached, unless s/he requested said transfer.

ARTICLE VII

TRAINING

A. Custodians

1. One position within the unit will be reserved as a training position at all times. This training position will be created when a position becomes vacant at the high school and is not filled from within the unit. Should the above condition not occur, the Supervisor of Buildings and Grounds may designate any one vacant position as a training position. When additional vacancies occur requiring hiring outside the unit, the Supervisor of Buildings and Grounds may designate additional positions as temporary training positions.
2. Upon satisfactory completion of his/her probationary period, and upon satisfactory completion of the training program as determined by the Supervisor of Buildings and Grounds, the trainee will move into the next available position for which s/he trained. A trainee may be moved into a vacant position prior to completion of the training program at the discretion of the Supervisor of Buildings and Grounds, and s/he will continue his/her training in another manner as determined by the Supervisor of Buildings and Grounds.
3. If no vacancy exists at the time a trainee completes his/her probationary period and his/her training program, s/he will remain in the training position at the rate of pay for the custodial position for which s/he trained until a vacancy occurs.
4. Temporary training positions will be discontinued as soon as trained employees are available to fill them or at such earlier time as the Supervisor of Buildings and Grounds determines one of the trainees is ready for permanent assignment.
5. During the training period, the trainee will be assigned to the Head Custodian or Building Leader who will supervise the training activities as outlined by the Supervisor of Buildings and Grounds. Work performance will be determined by the Supervisor of Buildings and Grounds in consultation with the Head Custodian or Building Leader and the building administrator.

B. Maintenance

1. At such time as a vacancy occurs at the central maintenance level, one position will be designated as a permanent training position.

ARTICLE VII

B. Maintenance continued

2. A maintenance training track shall be created and consist of the following stages:
 - Step 1 Maintenance Trainee/Mechanic Trainee
 - Step 2 Maintenance III/Mechanic III
 - Step 3 Maintenance II/Mechanic II
 - Step 4 Maintenance I/Mechanic I
 - Step 5 Maintenance Skilled/Mechanic Skilled
3. With the exception of the progression from Step 4 to Step 5, progression along the training track will occur twelve (12) months from the date of assignment to the position providing the employee satisfactorily completes twelve (12) training units from an approved list developed by the Supervisor of Buildings and Grounds, receives on-the-job training as assigned by the Supervisor of Buildings and Grounds and performs satisfactorily as evaluated by the Supervisor of Buildings and Grounds. Mechanics will have training units approved by the administrator designated by the Director of Operations and Labor Relations, and will have job performance evaluated by the designated administrator in consultation with the Head Mechanic. All three conditions must be satisfied annually in order for advancement to take place. Employees currently working will progress from their current positions.
4. Each employee in the training track will plan out his/her training program annually with the designated administrator or supervisor. At that time, units will be assigned to each part of the training program.
5. A trainee shall only be appointed when a vacancy exists in the central maintenance positions.
6. No additional compensation will be granted employees engaged in training progressions except that registration fees and required materials will be paid for course enrollments receiving prior approval from the Supervisor of Buildings and Grounds not to exceed two hundred dollars (\$200) per contract year.
7. An employee shall remain at a given step for steps 1-3 for a minimum of one (1) year and a maximum of two years. If at the end of that period s/he has not satisfactorily completed the units required to move to the next level s/he will be placed in the next custodial vacancy and will have his/her pay reduced accordingly.

ARTICLE VII

B. Maintenance continued

8. Placement at Step 5, Maintenance Skilled/Mechanic Skilled, will occur when one of the following conditions is met:
 - A. An employee has completed the training track and has five years of on the job experience at the Maintenance I/Mechanic I Level.
 - B. An employee has completed the training track and has successfully completed the licensing examination for a journeyman plumber or a journeyman electrician.
 - C. An employee has ten (10) years of verified experience in the trade.
 - D. An employee possesses a journeyman's license.
 - E. An employee has six (6) certifications in the area of truck mechanics and has at least four years of previous experience in the trade.

9. An applicant selected for employment who has previous experience and/or training in a maintenance or mechanical skill determined by the administration to be useful to the district will have such experience and/or training evaluated by the appropriate Administrator and/or Supervisor and will be placed on the training track according to the following general guidelines:
 - A. Step 1 (Maintenance Trainee/Mechanic Trainee)
1-12 units and less than one (1) year of on the job experience in the skill area.
 - B. Step 2 (Maintenance III/Mechanic III)
12-24 units and at least one (1) year of on the job experience in the skill area.
 - C. Step 3 (Maintenance II/Mechanic II)
24-36 units and at least two (2) years of on the job experience in the skill area.
 - D. Step 4 (Maintenance I/Mechanic I)
36 units and at least three (3) years of on the job experience in the skill area.

ARTICLE VIII

HOURS

A. Working Hours

1. The regular working day is eight (8) hours and the regular working week is forty (40) hours.
2. Employees will be compensated on the basis of the calendar day, midnight to midnight, on which their shift starts working, for the regular working hours of the shift. The employees' working week shall be a calendar week beginning on Monday at the regular starting time of the shift to which s/he is assigned.
3. Vacations, paid sick leaves and paid release time will be counted as hours worked when computing overtime, vacation and sick leave.
4. For purposes of computing vacation and sick leave, a work month is defined as a month in which the employee is credited with fifteen work days.

B. Straight Time

1. For the first eight (8) hours worked in any continuous twenty-four (24) hour period beginning with the starting time of the employee's shift.
2. For the first forty (40) hours worked in the employees working week, less all time for which daily, Saturday, Sunday or holiday overtime has been earned.
3. For time worked during the regular working hours of any shift which starts on the day before and continues into a specified holiday or a Saturday.

C. Time and One-Half

1. For the time worked in excess of eight (8) hours in any continuous twenty-four (24) hours beginning with the starting time of the employee's shift, except if such time is worked on a holiday when double time will be paid as provided below.
2. For the purpose of computing one and one-half (1 1/2) time pay, no employee will be paid time and one-half (1 1/2) until the employee has completed his/her regular assigned forty (40) hour work week, less all time for which Saturday, Sunday or holiday overtime has been earned.
3. For time worked on any shift which starts on Saturday.

ARTICLE VIII

C. Time and One-Half continued

4. One day shall be granted as release time on Good Friday. When New Year's Day or Christmas Day falls on Tuesday, Wednesday, Thursday or Friday, one day release time with pay shall be granted on the preceding day. If work is performed at these times pay shall be at the rate of time and one-half (1 1/2).
5. Employees that are required to work on Sundays, over their regular forty (40) hour week, as a specific part of their job assignment will be paid time and one-half (1 1/2) for these hours.
6. Such employees shall be paid time and one-half (1 1/2) for hours worked on the employee's sixth (6th) consecutive work day.

D. Double Time

1. Double time shall be paid for time worked on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, or for time worked on Monday when New Year's Day, Fourth of July, Memorial Day or Christmas Day fall on Sunday. When New Year's Day, Fourth of July, or Christmas Day fall on Saturday, the preceding Friday shall be granted as release time with pay. Memorial Day is to be included whenever school is to be closed.
2. For hours worked on Sundays, employees will be paid double time, except as specified in Section C-5 above. Employees shall be paid double time for hours worked during the regular working hours of any shift that starts on any of the legal holidays in addition to their holiday pay.
3. Such employees will be paid double time for hours worked during the regular working hours of any shifts that start on any of the legal holidays. In the case of employees who work six (6) or seven (7) days during the work week, the first eight (8) hours worked at double time on shifts starting on such holidays shall be counted in computing overtime for work in excess of forty (40) hours in the employees' working week.

E. Equalization of Overtime Work

1. Overtime work will be equalized when possible within the employee's classification within his/her assigned building.

ARTICLE VIII

E. Equalization of
Overtime Work continued

2. Eligibility for overtime will be updated every two weeks. The Supervisor of Building and Grounds shall provide the building administrator with the list of employees eligible for overtime during each two week period.
3. Regular employees who desire overtime work shall be given the first opportunity to do so before probationary employees.
4. Overtime made available but refused shall be charged as time worked for the purpose of equalizing overtime among eligible employees. Employees refusing all overtime will do so in writing on the forms provided by the Supervisor of Building and Grounds.
5. All activities within the Carman-Ainsworth Community Schools which require the presence of a custodian and there is not a custodian on duty shall be considered as overtime, and shall be divided equally among the employees in the particular building and classification involved.

F. Call In Time

Any employee called out to work, outside his/her regular scheduled working hours, shall receive a minimum of two (2) hours work. Such time shall commence at the time of call and the employee shall report within a reasonable time after receiving such call.

G. Reporting Time

Any employee reporting for work, who is sent home through no fault of his/her own, shall be paid for four (4) hours work, provided it is scheduled work.

H. Compensation for employees that work when school is cancelled due to snow and/or ice is as follows:

1. All employees are directed not to report to work unless contacted by the Supervisor of Building and Grounds or the Supervisor of Transportation. Employees directed not to report for work will be compensated at their regular rate of pay.
2. An employee who is contacted during his/her regular shift and requested to report and who either refuses, fails to report, or cannot be contacted at the phone number listed with the Supervisor of Building and Grounds shall receive no pay for the day.

ARTICLE VIII
H. continued

3. It shall be the employee's responsibility to listen to the designated radio stations for cancellation of his/her shift due to snow and/or ice. It shall be the employee's responsibility to have his/her current telephone number on file with the Supervisor of Building and Grounds, with his/her immediate Supervisor, and with the Personnel Office.
4. An employee who is directed to report for work on a day when his/her shift has otherwise been cancelled due to snow and/or ice shall be compensated at his/her regular rate of pay for a minimum of four (4) hours worked. Time worked over eight (8) hours will be compensated at one and one-half (1 1/2) times his/her regular rate of pay. The employee will also receive eight (8) hours additional compensation at his/her regular rate of pay for the day worked.

ARTICLE IX

LEAVES OF ABSENCE - SICK AND PERSONAL DAYS

A. Leaves of Absence

1. Bereavement Leaves

Emergency leaves for deaths outside the state (not to exceed four (4) days) and for deaths inside the state (not to exceed three (3) days) will be granted all employees in the case of death of the employee's father, mother, sisters, brothers, grandparents, father-in-law, mother-in-law, husband, wife, children or grandchildren. Such leaves shall be granted with no loss of compensation to the employee and shall not be deducted from the employee's accumulated vacation or sick leave.

2. Supplemental Worker's Compensation Leaves

- a. An employee will be allowed to use sick leave to offset the loss or difference between Worker's Compensation and his/her regular weekly wage. The rate of sick leave deduction, or use, shall be one third (1/3) for each day used.
- b. An employee accumulates all benefits to which s/he would have been entitled to by virtue of this contract while absent due to compensable cause, as though s/he would have worked, but shall not continue to accumulate benefits after a two (2) year period of being absent due to a compensable cause. The "compensable cause" must have occurred while in the employment of the Carman-Ainsworth Community Schools.

3. Military Leave

Any employee covered by this Agreement, who enters active duty in the Army, Navy, Marine Corps or any other branch of the United States Military Service who: 1) is still qualified to perform the duties of his/her former position and 2) makes application for re-employment within ninety (90) days after his/her release under honorable conditions from active duty or service, shall be restored to employment, and his/her status with respect to other employees shall be the same as if s/he had not entered the service herein specified.

4. Just Cause Leave

Upon application by the employee to the Board, unpaid leaves of absence shall be granted in the case of illness and may be granted for other reasons. No leave shall extend for a period of more than one (1) year. A leave of absence for illness or disability of the employee may be extended for an additional one (1) year period. Seniority of the employees will not accumulate during leaves of absence under these conditions which exceed thirty (30) days. Such leaves will not be provided to enter other employment except as provided in other clauses of this Agreement.

- a. Educational Leaves: Leaves of absence without pay for no less than one school or college term and no more than one (1) year may be granted to employees wishing to further their education in their chosen occupational or professional field. Such employees shall be eligible to apply for educational leave after having completed one (1) year of continuous employment in the district. An employee must be re-employed for a period of no less than two (2) consecutive years before additional educational leave may be granted.
- b. Association Leave: A leave of absence without pay shall be granted to any employee who has been elected or appointed by the Association to do work for the Association and related strictly to the activities thereof provided no more than one (1) employee is absent on such leave at any one time. Seniority but not benefits shall accrue throughout the duration of the leave.
- c. Public Office: A leave of absence without pay shall be granted to employees who are elected or appointed to public office.

ARTICLE IX
continued

B. Stipulations on Leaves

1. Requests for any leave of absence shall be made in writing and sent to the Director of Personnel.
2. Disposition of all requests for leaves of absence and extension thereof shall be in writing.
3. An employee on unpaid leave of absence of more than thirty (30) working days for reasons other than illness or disability may return to the first vacant position for which s/he qualifies.
4. Any employee who does not report back to work by the expiration date as set forth on his/her leave of absence notice, or does not receive an approved extension, or who accepts other employment while on leave from the Board, except as herein provided will be considered to have terminated his/her employment.

C. Sick Leave

1. All employees shall be entitled to accrue twelve (12) days paid sick leave annually.
2. Sick leave shall accrue at the rate of one (1) day per month. It will be credited for use at the beginning of each contract year, however, an employee who terminates employment or who goes on unpaid leave will have his/her sick leave prorated and compensation due will be adjusted to cover unearned sick leave that may have been used prior to the employee's leaving date.
3. All employees will have the right to accumulate up to one hundred and eighty (180) days of unused sick leave.
4. In the event of death, the employee's beneficiary will receive payment of accrued sick days at the existing regular rate.
5. Sick leave chargeable against accrued time may be taken for the following reasons:

a. Personal Illness or Disability

The employee shall use all or any portion of leave days accumulated to recover from illness or disability which shall include childbirth and the complications of pregnancy.

ARTICLE IX
C. Sick Leave continued

b. Illness of an Immediate Family Member

Serious illness or medical care of the immediate family members or other dependents which requires the presence of the employee in order to provide the necessary care. Immediate family under this section shall include spouses, children, parents, grandparents, parents-in-law, brothers and sisters.

c. One (1) day to attend the funeral of a close friend or relative. Up to two (2) additional work days, charged against accrued sick leave may be granted by the Personnel Director for travel time.

6. Application to have absence charged against sick leave will be made in accordance with administrative directive.

7. The Board reserves the right to request reasonable proof of illness including a doctor's certificate in case of an extended illness of six (6) or more working days, or where there is reason to suspect possible abuse of sick leave.

D. Personal Business Days

1. One day of paid personal business leave per school year shall be granted annually to all full time employees of the unit in a regularly assigned position. Substitute or part-time employees will not be eligible for any paid personal business leave days. Unused paid personal business days shall be converted to sick days at the end of the contract year and accumulated as such.

2. It is agreed that paid personal business leave days are provided for legitimate business, professional and family obligations an employee occasionally encounters which cannot be met outside regular hours of employment. Typical of these obligations, although not all inclusive, are: court appearances, scheduled medical examinations, religious holidays, graduation exercises, and real estate transactions. This provision for paid personal business leave is not to be used for the pursuit of sporting or recreational activities, hobbies, avocations, other gainful employment, shopping or such activities as yard maintenance.

ARTICLE IX

D. Personal Business Days
continued

3. Applications for paid personal business leave shall, except in emergencies, be made to the immediate supervisor at least three (3) days prior to the date of such leave on a form provided by the Board. This form shall require the employee to state at least in general language the reason for the paid personal business leave. So long as the paid personal business leave is consistent with the purposes of this paragraph, it shall automatically be granted. Employees taking paid personal business leave for reasons other than specifically set forth herein, shall be subject to disciplinary action.
4. Paid personal business days may not be taken on the first day of school, on the first working day preceding or following a holiday (except Saturday or Sunday), or the opening day of a small game or fishing season, on the first two working days of deer hunting season, on the working day preceding the opening of deer hunting season, except that paid personal business leave may be taken if an employee has personal business such as: court appearances, a scheduled medical examination, religious holiday, graduation exercises, real estate transactions, and other legitimate business on such restricted days, provided the employee shall prior thereto, furnish proof of such business to his/her immediate supervisor. Said day may be taken one-half day at a time.
5. A second personal business day not subject to restrictions in use (except that it may not be taken on the first day of school) will be granted during the current contract year to any employee whose absences chargeable to sick or unpaid leave days do not exceed seven (7) working days during the previous contract year. In order to be eligible for this benefit, the employee must work at least seven (7) months.

E. Jury Duty

1. Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full days after endorsing the jury check to the Board.

ARTICLE IX

E. Jury Duty continued

2. Employees required either by the Board or any public agency having the power of subpoena, to appear before a court or such agency on any matters related to their work with the Board and in which they are personally involved as a defendant, shall be granted a leave of absence with pay (as set forth in this Article) for the period during which they are so required to be absent from work.

ARTICLE X

HOLIDAYS AND VACATIONS

A. Holidays

1. To be eligible for a paid holiday the employee must be present the last preceeding work day before the holiday and the first succeeding work day after the holiday, or be on an approved paid leave of absence if absent on either of said days.
2. The following days shall be considered holidays: December 24, Christmas Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Good Friday, December 31 and New Year's Day.
3. When the holiday falls on Saturday, it shall be celebrated on the preceeding Friday. When the holiday falls on Sunday, it shall be celebrated on Monday.
4. When school is in session on any of the above holidays, or the days on which they are celebrated, employees shall be provided with an alternate day off, at a time when school is not in session. This is in addition to Article VIII, Section C-4.
5. When school is in session on any day that is a regularly scheduled day off for the employee, the employee shall be expected to work and shall be provided an alternate day off at a time when school is not in session. Pay for days work will be subject to the other provisions of this Agreement.
6. When a holiday schedule is in conflict with the Board's work requirements, an alternate schedule may be implemented by mutual agreement of the parties.

ARTICLE X
continued

B. Vacations

1. Vacation eligibility time will be computed from the employee's hiring date.
2. Vacation leave with pay will not be granted to any employee who has not completed at least one (1) year of continuous employment. Years of service for vacation purposes will be computed as of midnight June 30. Vacation may not be taken until it is earned. Crediting of days for vacation purposes will be as of midnight June 30, except that an employee who completes seven (7) or twelve (12) years of employment shall be entitled to use the additional week as of his/her anniversary date.
3. Employees will be credited with vacation time at the rates set forth below:

1-7 years	6.7 vacation hours/month worked
8-11 years	10.0 vacation hours/month worked
12 + years	13.3 vacation hours/month worked

It shall be permissible for an employee to carry vacation time from one year to the next year provided such carried over vacation time does not exceed the time allowed for one (1) year. Vacation time shall be taken in one half day or whole day units only.

Application to have absence charged against vacation leave will be made in accordance with administrative directive.

4. Paid holidays falling within a paid vacation will not be charged against the earned vacation time.
5. Employees shall be permitted to choose either a split or entire vacation, subject to the exigencies of employment needs. Whenever possible, the employee shall have the right to choose the time of his/her vacation. Senior employees shall have first choice.
6. Any employee who leaves the bargaining unit shall be entitled to take his/her pro-rated accumulated vacation pay at the rate of pay received by said employee at the time of his/her leaving, provided s/he has worked at least six (6) months.
7. In accumulating vacation leaves, sick leaves taken during the period in which vacation is earned, not exceeding the accumulated sick leave of the employee, shall be counted as time worked. Absence due to duty connected disability shall also be counted as time worked but shall not exceed two (2) years in duration.

ARTICLE XI

INSURANCE PROTECTION

- A. The Board shall provide without cost to the employee, hospitalization insurance which is equivalent to the MESSA Super Med I specifications for the employee and his/her eligible dependents.
- B. The Board shall provide without cost to the employee and with both internal and external coordination of benefits a dental plan which is equivalent to the specifications of the General American plan currently in effect. Double coverage shall not be permitted.
- C. The Board will provide life insurance in the amount of \$15,000 to the employee's beneficiary or beneficiaries. In the event of accidental death, the insurance will pay double the specified amount. Life insurance provided by any other district paid fringe benefit will be credited toward this coverage.
- D. The Board shall provide to each custodial maintenance employee a maximum of \$11.00 per month to be credited toward one or more of the following that the employee selects during the insurance selection period.
 - 1. Additional life insurance
 - 2. Dependent life insurance
 - 3. Short term disability insurance
 - 4. Long term disability insurance
 - 5. Supplemental hospital insurance
 - 6. Survivor income benefits

The amount of coverage provided may be increased at the employee's option by requesting a payroll deduction for the difference between the Board's contribution and the cost of the coverage selected. Such payroll deductions must remain in force until the next enrollment period.

- E. The Board agrees to make the premium payment for hospitalization insurance for a period of six (6) months if an employee is disabled and unable to work (excluding Worker's Compensation cases).
- F. The Board shall provide without cost to the employee a vision plan equivalent to the MESSA VSP II specifications.

- G. If a health maintenance organization (HMO) option is made available by the employer during the life of this contract each employee will be given the opportunity to select such option in lieu of the carrier currently provided. Double coverage will not be permitted.

ARTICLE XII

GENERAL PROVISIONS

A. Withholding of Services

1. Adequate procedures having been provided for the equitable settlement of any grievance arising from this Agreement, the Association pledges that under no circumstances will the Association cause, or authorize, or permit its members to cause nor will any member of the bargaining unit take part in any strike, stay-in, sitdown or slowdown, or curtailment of duties or restriction or interference with the operations of the school system.
2. The Board shall have the right to discipline or discharge any employee participating in any of the activities described above, and the Association agrees not to oppose the Board's action.

B. Effect of Legislation

If any law now existing or hereafter enacted, or any proclamation, regulation, or edict of any State or National Agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto upon notice to the other may reopen for negotiation the invalidated portion.

C. Miscellaneous

1. The State required Tubercular Test in the form of a 'patch' test only shall be paid for by the Board of Education. Any other form of test, ie. x-ray, shall be at the expense of the employee, except on the presentation of a doctor's statement to the effect that the 'patch' test is not satisfactory for the employee involved.
2. The Board will provide a set of hand tools for building leaders. These tools remain the property of the school district and are to be used only in conjunction with building and grounds maintenance at the assigned building. At the end of each school year, the building leader will submit an inventory of these tools to the building principal.

D. Association Days

A maximum of five (5) days without cost to the Association shall be granted for use at the discretion of the officers of the Association. Requests for use of such days must be made in writing to the Director of Personnel at least twenty four (24) hours in advance of the date requested.

ARTICLE XIII

WAGES AND SUPPLEMENTAL BENEFITS

- A. Rented uniforms for the maintenance personnel, the bus mechanics and the trainees. Such uniforms shall be, and remain, the property of the Board of Education. The Board reserves the right to require such uniforms to be returned to the Board upon termination of employment. Further, if not returned, the Board reserves the right to deduct from the final pay of the employee a reasonable amount to cover normal wear and tear.
- B. Bus mechanics will receive a tool allowance of \$35.00 every six (6) months. Tool allowance receipts for such expenses must be received and approved by the Supervisor of Buildings and Grounds.
- C. Longevity shall be paid to employees in this bargaining unit upon the following basis: a) one hundred and fifty dollars (\$150.00) upon completion of five (5) years of service, b) two hundred dollars (\$200.00) upon completion of ten (10) years of service, c) two hundred fifty dollars (\$250.00) upon completion of fifteen (15) years of service.

Years of service for longevity shall be computed at midnight June 30th of each year. Payment shall be made the first pay date of December each year.

D. Wage Scale

Employees in this unit shall receive wages as follows:

	July 1 1986	July 1 1987	July 1 1988	July 1 1989	July 1 1990
<u>CUSTODIANS</u>	1.05	1.05	1.0475	1.055	1.050
<u>Custodian II</u>					
Beginning	7.58	7.96	8.34	8.80	9.24
After 90 Days	7.77	8.16	8.55	9.02	9.47
After 1 year	7.98	8.38	8.78	9.26	9.73

	July 1 1986	July 1 1987	July 1 1988	July 1 1989	July 1 1990
	1.05	1.05	1.0475	1.055	1.050
Custodian I					
Beginning	7.88	8.27	8.66	9.14	9.59
After 90 days	8.05	8.45	8.85	9.34	9.80
After 1 year	8.27	8.68	9.09	9.59	10.07
Building Leader	8.64	9.07	9.50	10.02	10.52
Head Custodian	9.19	9.65	10.11	10.67	11.20
<u>MAINTENANCE</u>					
<u>Maintenance</u>					
Group Leader	10.75	11.29	11.83	12.48	13.11
Skilled	10.33	10.85	11.37	12.00	12.60
Maintenance I	9.94	10.44	10.94	11.54	12.12
Maintenance II	9.56	10.04	10.52	11.10	11.65
Maintenance III	9.19	9.65	10.11	10.67	11.20
<u>BUS MECHANIC</u>					
Head Mechanic	10.75	11.29	11.83	12.48	13.11
Mechanic Skilled	10.33	10.85	11.37	12.00	12.60
Mechanic I	9.94	10.44	10.94	11.54	12.12
Mechanic II	9.56	10.04	10.52	11.10	11.65
Mechanic III	9.19	9.65	10.11	10.67	11.20
<u>MECHANIC/MAINTENANCE TRAINEE</u>					
*Trainee/Helper					
Beginning	7.88	8.27	8.66	9.14	9.59
After 90 days	8.05	8.45	8.85	9.34	9.80
After 1 year	8.27	8.68	9.09	9.59	10.07

*Except that a trainee appointed from the unit will be paid at a rate equivalent to proper time and training unit placement.

<u>MAIL CARRIER</u>					
Mail Carrier	8.27	8.68	9.09	9.59	10.07

E. A payment of twenty-five (\$25.00) times the number of accumulated sick days to a maximum of one hundred and eighty days (180) will be made to the employee at the time of retirement.

ARTICLE XIV

DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 1986, and shall remain in full force and effect without change, addition, or amendment unless herein provided from July 1, 1986 to 11:59 p.m. June 30, 1991.

SIGNED:

CARMAN-AINSWORTH CUSTODIAL
MAINTENANCE PERSONNEL AND
BUS MECHANICS ASSOCIATION

John Dowdy
President

Charles A. Gerwa's
Negotiations Team

Jack Fisher Jr
Negotiations Team

Phillip T. McCay
Chief Negotiator

August 22, 1989
Date

CARMAN-AINSWORTH BOARD OF
EDUCATION

Charley A. Kanche
President

Bonnie M. Reno
Vice-President

Donald R. Wright
Secretary

Joseph J. Sholan
Chief Negotiator

August 22, 1989
Date

INDEX
CUSTODIAL/MAINTENANCE
1986-89

Agency Shop Fee.....	p. 1
Arbitration.....	p. 6-7
Association Leave.....	p. 19
Association Rights.....	p. 1
Authorization of Payroll Deduction.....	p. 4
Bargaining Unit Definition.....	p. 1
Bargaining Unit Work.....	p. 4
Bereavement Leave.....	p. 18
Board Rights.....	p. 1
Bulletin Boards.....	p. 4
Call In Time.....	p. 17
Cleanup Time.....	p. 5
Coffee Breaks.....	p. 5
Compensation.....	p. 15, 16 27, 28
Dental Insurance.....	p. 25
Discipline.....	p. 5, 26
Disability Insurance.....	p. 25
Disability.....	p. 20
Discipline - Probationary Employee.....	p. 8
Dues.....	p. 2
Educational Leave.....	p. 19
Emergency.....	p. 4, 11
Employee Right to Representation.....	p. 3
Family Illness.....	p. 21
Grievance Definition.....	p. 5
Grievance Extension.....	p. 7
Grievance Procedure.....	p. 5-8
Grievance Timelines.....	p. 5-8
Grievance Waiver of Level.....	p. 7
Grievance Withdrawal.....	p. 8
Holiday.....	p. 16, 23
Hospitalization.....	p. 25
Hours of Work.....	p. 15
Insurance.....	p. 25
Job Status - Association Officers.....	p. 2
Jury Duty.....	p. 22
Just Cause Leave.....	p. 19

Layoff.....	p. 10
Leave Stipulations.....	p. 20
Leaves of Absence.....	p. 18-23
Life Insurance.....	p. 25
Line of Supervision.....	p. 12
Longevity.....	p. 27
Maintenance Training Track.....	p. 13
Membership Fees.....	p. 2
Membership.....	p. 1,2
MESPA Options.....	p. 25
MESPA Representative Rights.....	p. 3
Military Leave.....	p. 19
Notice of Address, Telephone.....	p. 18
Notice of Bargaining Committee Rep.....	p. 3
Notice of Senior Employees.....	p. 9
Notice of Seniority Date.....	p. 9
Notice of Supervisor.....	p. 10
Overtime.....	p. 15-18
Paid Sick Leave.....	p. 20
Paycheck Schedule.....	p. 5
Payroll Deductions.....	p. 4
Personal Business Days.....	p. 21
Personal Illness.....	p. 20
Placement-Maintenance/Mechanic Trainees.....	p. 14
Posting of Vacancies.....	p. 10
Proof of Illness.....	p. 21
Probationary Employee.....	p. 8
Public Office.....	p. 19
Re-employment Rights.....	p. 9
Reassignment.....	p. 11
Recall.....	p. 10
Recognition.....	p. 1
Released Time-Association Business.....	p. 2,3
Released Time-Negotiations.....	p. 2
Reporting Time.....	p. 17
Representation.....	p. 3
Retirement Allowance.....	p. 28
Return From Leave.....	p. 20
School Cancellation.....	p. 18
Seniority Break.....	p. 9
Seniority Definition.....	p. 8
Seniority Limits.....	p. 9
Seniority List.....	p. 8,9
Seniority Proration.....	p. 8
Seniority.....	p. 8-10
Sick Leave Accumulation.....	p. 20
Special Conference.....	p. 5
Superseniority.....	p. 9

TB Test.....	p. 26
Temporary Assignment.....	p. 11
Tool Allowance.....	p. 27
Tools.....	p. 26
Training-Custodians.....	p. 12
Training-Maintenance.....	p. 13
Transfer.....	p. 11
Trial Period.....	p. 11
Uniforms.....	p. 27
Vacancy.....	p. 11
Vacation Computation.....	p. 15
Vacations.....	p. 24
Vision Insurance.....	p. 25
Wages.....	p. 27, 28
Withholding of Services.....	p. 26
Work Week.....	p. 15
Workers' Compensation.....	p. 18

