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Coldwater Community Schoole

MASTER CONTRACT BETWEEN THE COLDWATER COMMUNITY SCHOOLS

AND

THE GLASS, MOLDERS, POTTERY, PLASTICS AND ALLIED WORKERS INTERNATIONAL UNION

CUSTODIAL EMPLOYEES

1991 - 1994

LABOR AND INDUSTRIAC RELATIONS COLLECTION Michigan State University

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COLDWATER COMMUNITY SCHOOLS

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CONTRACT FOR CUSTODIAL EMPLOYEES 1991-94

TABLE OF CONTENTS

ARTICLE DESCRIPTION

AR R

| | | PAGE NO. |
|---------------|--|------------------|
| ARTICLE I | RECOGNITION | |
| ARTICLE II | BOARD OF EDUCATION RIGHTS | . 1 |
| ARTICLE III | UNION SECURITY | 1 |
| ARTICLE IV | THE REDENTATION | 2 |
| ARTICLE V | DIDORIMINATION | 3 |
| ARTICLE VI | ULAUSE | 3 |
| ARTICLE VII | | 3 |
| ARTICLE VIII | NO STRIKE | 4 |
| ARTICLE IX | FARMING OF BARGAINING UNIT WORK | 4 |
| ARTICLE X | NON-BARGAINING UNIT EMPLOYEES | 4 |
| ARTICLE XI | GRIEVANCE PROCEDURE | 5 |
| ARTICLE XII | HOURS OF WORK AND OVERTIME | 5 |
| ARTICLE XIII | EQUALIZATION OF OVER TIME | 8 |
| ARTICLE XIV | EMPLOYEE BREAK TIMES | 9 |
| ARTICLE XV | TEMPORARY WORK | 9 |
| ARTICLE XVI | SENIORITY | 10 |
| ARTICLE XVII | LAYOFF AND RECALL | 10 |
| ARTICLE VXIII | JOB BIDDING | 10 |
| ARTICLE XIX | LEAVE OF ABSENCE - MATERNITY LEAVE | 13 |
| ARTICLE XX | LEAVE OF ABSENCE - UNION | 14 |
| ARTICLE XXI | LEAVE OF ABSENCE - sick leave | 15 |
| ARTICLE XXII | PERSONAL BUSINESS DAYS | 15 |
| ARTICLE XXIII | SICK LEAVE OF ABSENCE - LONG TERM | 16 |
| ARTICLE XXIV | BEREAVEMENT LEAVE | 16 |
| ARTICLE XXV | JURY DUTY | 17 |
| ARTICLE XXVI | REPORTING ABSENCE | 17 |
| ARTICLE XXVII | OTHER NON-PAID LEAVES | 17 |
| RTICLE XXVIII | | 17 |
| FICLE XXIX | SENIORITY WHILE ON NON-PAID LEAVES OF ABSENCE SNOW DAYS | 18 |
| TICLE XXX | HOLIDAYS | 18 |
| TICLE XXXI | VACATIONS | 19 |
| TICLE XXXII | PAYDAYS | 20 |
| RTICLE XXXIII | | there 21 and the |
| RTICLE XXXIV | DISCIPLINARY REPRIMANDS | 21 |
| TICLE XXXV | SCHOOL'S RIGHTS TO HIRE SUBSTITUTE WORKERS DURATION | VS.E |
| ENDIX | CONAL LOIN | 22 |
| | | |

COLDWATER COMMUNITY SCHOOLS

MASTER CONTRACT FOR CUSTODIAL EMPLOYEES

This AGREEMENT entered into this 25th day of November 1991, at Coldwater Michigan, by and between Coldwater Community Schools hereinafter called the ("School") and the Glass, Molders, Pottery, Plastics and Allied Workers International Union, AFL, CIO, CLC, and on behalf of its Local 120B, (hereinafter called the "Union").

ARTICLE I

RECOGNITION

The School recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of employment and other conditions of employment for food run drivers, custodians, grounds maintenance, floor maintenance, and stockroom employees, but excluding all supervisory employees, part-time student helpers, and all other School employees.

ARTICLE II

BOARD OF EDUCATION RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control the School's business, the equipment, and the operations, and to direct the working forces and affairs of the employer.
 - Determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
 - 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees subject to the terms of this Agreement, transfer employees, assign work or extra duties to employees (if above the employees' classification, such assignment will be temporary and of a short duration), determine the size of the work force, and to lay off employees.
 - 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work or changes therein, the institution of new and/or improved methods or change therein.
 - 5. Adopt rules and regulations which shall be uniformly applied to all employees within the bargaining unit.
 - Determine the qualifications of employees, including physical fitness and conditions.

- 7. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- Determine the placement or distribution of work, and the source of materials and supplies.
- 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- 10. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the employer shall not abridge any rights from employees as specifically provided in this Agreement.
- 11. Determine the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education and the transportation of children in connection herewith. None of the provisions of this Article shall be applied in a manner inconsistent with any other provisions of this Agreement.

ARTICLE III

UNION SECURITY

- A. Each permanent employee who is a member of the Union in good standing as of the effective date of this Agreement, must pay to the collective bargaining agency, a monthly fee for bargaining representation.
- B. A "member in good standing" is defined as an employee who authorizes the Union's periodic dues or fees required to be deducted as a contribution toward the administration of this Agreement. The Union shall provide the School with an employee-signed list, showing which employees were members in good standing as of May 9, 1977. It is expressly understood that employees who did not sign this list at that time shall not be required to be Union members nor shall undue pressure be placed upon them to join or not to join the Union.
- C. All new employees hired after the date of May 9, 1977, must, after thirty (30) working days of employment, pay to the collective bargaining agency, the fee as a contribution towards the administration of this Agreement. This is a condition of continued employment.

- D. The School will, within three (3) days after receipt of notice from the collective bargaining agency, (a copy of which shall go to the employee) discharge immediately employees who are two (2) months delinquent in their payments to the collective bargaining unit with the exception of those employees described in Paragraph B.
- E. Checkoff The Union shall provide the employees with checkoff forms to be filled out by the employee to authorize the agency shop fee hereinbefore specified. Upon receipt of such written and signed authorization, the employer agrees to deduct the fee from the employee's earnings for the first paycheck of each month and remit same to the secretary-treasurer of the local Union within fifteen (15) days after such deductions are made along with a list of the names from whom such deductions are made. Authorization forms shall continue in effect until revoked in writing by the employee or until termination. The employer need honor only one (1) authorization per employee per year. All refunds of dues or fees shall lie solely with the Union. It is expressly understood that the employer need not deduct any assessment under the terms of this Article.

ARTICLE IV

UNION REPRESENTATION

For purposes of representation, the School agrees to recognize a Union committee consisting of five (5) employees of the bargaining group, selected by the Union. The membership of this committee will be given, in writing, to the administration annually by the Union.

ARTICLE V

NO DISCRIMINATION

The School and Union mutually pledge that they will not interfere with, restrain or coerce the employees in their rights, privileges, or obligations under Act 336 of 1947, as amended, (Public Employment Relations Act). The provisions of this Agreement shall apply to all employees covered by this Agreement without discrimination of race, creed, color, national origin, sex, age, or religion.

ARTICLE VI

WAIVER CLAUSE

The employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

The parties may, however, meet and confer concerning mutual problems during the life of the contract but neither shall be obligated to bargain with the other without its express consent concerning any such subject matter.

ARTICLE VII

SAVINGS

In the event that any federal or state legislation, governmental regulations, or court decisions cause the invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

ARTICLE VIII

NO STRIKE

The Union will not call or sanction or in any way participate in any strike or concerted work stoppage or refrain from the full faithful and proper performance of the duties of the employees covered by this Agreement during the life of this contract. Should the employees participate in said work stoppage or the aforementioned slowdown or refuse to report to work for any reason other than reasons hereinbefore excused in this contract, the Union shall, within forty-eight (48) hours, upon receipt of written notice from the School, be obligated to post copies of the following notice on the bulletin boards, and shall grant permission to the School Board to publish said notice in a local newspaper of circulation within the district.

> We have been advised by the that a strike (stoppage) has occurred. Inasmuch as no such strike or stoppage has been called or sanctioned by the Union, if you are engaged in any such strike or stoppage, you are hereby instructed to return to work immediately.

It is expressly understood by the employees that striking by public employees is strictly prohibited by law and will not be tolerated by the School District nor the taxpayers of the School District.

ARTICLE IX

FARMING OF BARGAINING UNIT WORK

The School agrees it will not sub-contract work normally performed by members of the bargaining unit. The School, however, shall have the right to sub-contract:

- 1. When the School suspects that any employee or employees in the bargaining unit are involved in a work stoppage or work slowdown for the purpose of disruption.
- 2. When heavy snow renders the School's snow removal equipment inadequate.
- 3. When snow or snow removal equipment breakdowns do not allow time to have school open the next day.
- 4. When bargaining unit employees who are qualified to use the School's snow removal equipment cannot report for work due to weather conditions so as not to allow time to have school open the same or the next day.
- At no time will the School allow outside contractors' use of the School's snow removal equipment with the exception of condition #1 above.

ARTICLE X

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NON-BARGAINING UNIT EMPLOYEES

- A. Non-bargaining unit employees, including supervisory employees, shall not perform work normally performed by the employees in the bargaining unit, except when instructing or training employees or in case of emergency.
- B. For the purpose of this Article, the School will be allowed to use trainees under the following conditions:
 - 1. They shall not displace regular or CETA employees from their jobs.
 - They shall, at all times, work with a School employee within the bargaining unit.
 - 3. They shall not be allowed to work any overtime or extra work.
 - 4. They shall not be employed longer than six (6) months.
 - 5. They shall not be used to bypass the job bidding clause.
- C. It is recognized that exceptions to the above can be made when citizens of the community volunteer their services on projects that meet with the approval of the School and Union. In such cases, the School and Union committee shall meet to mutually approve such volunteer work.

ARTICLE XI

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract.
- B. The Union shall designate a grievance committee and a chairperson thereof which shall be given the power to act for and on behalf of the Union in the settlement of grievances. Upon designation, or any subsequent changes, the foregoing committee and chairperson of the School shall be informed in writing. The handling of grievances may be done on School property but not during the normal working hours of the employees.
- C. The term "days" shall mean workdays.
- D. Written grievances, as required herein, shall contain the following:

1. It shall be signed by the grievant or grievants and the Union Chairperson.

- 2. It shall be specific.
- 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
- 4. It shall cite the section or subsections of this contract alleged to have been violated.
- 5. It shall contain the date of the alleged violation.
- 6. It shall specify the relief request.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth.

Level 1 - An employee having a grievance may discuss same with his/her immediate supervisor by himself/herself or with the Union Chairperson within two (2) days of the alleged violation in an attempt to resolve same. Within three (3) days of the discussion, the supervisor shall give his/her verbal answer to the grievance. In the event the Union is not present during the discussion, it shall be informed by the supervisor of the supervisor's disposition of the grievance. In the event the grievance is not satisfactorily resolved at Level 1, the Union may proceed to Level 2 by reducing the grievance to writing in accordance with Paragraph D within three (3) days of the verbal disposition and filing same with the employee's immediate supervisor. The Union Chairperson's signature must be on all written grievances.

Level 2 - Within three (3) days of filing the written grievance, the immediate supervisor shall hold a meeting with the grievant and the Union committee to discuss the grievances. Within two (2) days of the discussion, the immediate supervisor shall answer the grievance in writing stating whether the grievance is granted or denied along with the reasons therefore.

Level 3 - In the event the Union is not satisfied with the disposition of the grievance at Level 2, it may proceed to Level 3 by filing the grievance and all written responses along with the written reasons of rejection by the Union with the Superintendent or his/her designee within two (2) days of the answer at

Within ten (10) days of the appeal, the Superintendent or his/her designee shall hold a discussion of the grievance with the grievant, the committee, and a Union district representative. The Superintendent or his/her designee shall answer the grievance with reasons within five (5) days of the discussion.

Ε.

Level 4 - In the event that the Union is not satisfied with the disposition of the grievance by the Superintendent of Schools or his/her designee, the Union may, in its sole discretion, appeal same to the Board of Education by filing a copy of the written grievance and answer by the Superintendent along with the reasons for rejecting the Superintendent's disposal of the grievance with the secretary of the Board of Education not less than five (5) days prior to the next regularly scheduled board meeting. Upon receipt of the grievance by the Board of Education, the Board shall, within one (1) month, schedule a private hearing on the grievance with the full Board of Education or a committee designated by the Board of Education to hear the grievance, and upon the conclusion, shall render its written decision concerning the grievance with a copy being transmitted to the Superintendent of Schools, the Department of Maintenance and the Union.

The Union shall have the right to have its committee and district representative present at the hearing along with the grievant.

Level 5 - If the grievance is not satisfactorily resolved at Level 4, the Union may, within fifteen (15) days of the date of the decision at Level 4, submit the grievance for binding arbitration to the American Arbitration Association, in writing, with a copy to the Board. The rules of the A.A.A. shall govern the selection of the arbitrator. Should an employee or the Union fail to institute a grievance within the time limits specified, the grievance shall be deemed abondoned. Should an employee or the Union fail to appeal a decision within the time limits specified, all further proceedings shall be barred. Time limits, as specified herein may only be mutually extended and, then, only if in writing by

- F. <u>Prehearing</u> Neither party may raise a new defense or grounds at Level 5 not previously raised or disclosed at other written levels. Each party shall submit to the other party, not less than three (3) days prior to the hearing, a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing, and hold a conference at that time in an attempt to settle the grievance.
- G. <u>Powers of Arbitrator</u> It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
 - He/She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 2. He/She shall have no power to establish salary scales or change any salary.
 - 3. He/She shall have no power to change any practice, policy, or rule of the Board, nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His/Her powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
 - 4. He/She shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
 - 5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule in writing upon arbitrability before proceeding to the merits of the case.
 - 6. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of the witnesses called by the other.
 - 7. Both parties agree to be bound by the award of the arbitrator, subject only to legal remedies afforded by courts of competent jurisdiction.
- H. <u>Claims for Back Pay</u> All claims for back pay shall be limited to the amount of wages which would have been earned at the employee's regular rate of pay and the arbitrator shall have no power to award damages or overtime pay. If, however, the assignment of overtime is the subject of a grievance, then the arbitrator shall have the power to effectuate the appropriate remedy subject to the foregoing. No decision for retroactive wage adjustment in one case shall be binding on other cases. No decision of the arbitrator for a retroactive wage adjustment shall be valid beyond twenty (20) days preceding the date of the written grievance.

I. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

ARTICLE XII

HOURS OF WORK AND OVERTIME

- A. The workweek shall consist of forty (40) hours per week. It shall consist of five (5) consecutive eight (8) hour days as established by the employee's immediate supervisor. The eight (8) hour day shall be established in consecutive order with the immediate supervisor establishing appropriate times for lunch. Lunch period differentials are:
 - <u>Day Shift</u>: A maximum one-hour lunch period shall be established by the immediate supervisor for day shift employees and it shall be without pay. With the approval of the immediate supervisor, the lunch period may be less than one (1) hour.
 - Night Shift: A limit of one-half hour lunch period shall be established by the immediate supervisor for employees on the night shift. It shall be included within the eight (8) consecutive hours of work.
- B. All hours over eight (8), in any one (1) workday, shall be paid at the rate of time and one-half providing the employee works forty (40) hours within that workweek. Approved leave days shall be considered the same as workdays when calculating a forty-hour workweek. All work on Saturdays and Sundays shall be paid at time and one-half providing the employee has no unapproved workdays in the week prior to said weekend work assignment.
- C. The normal workweek shall be Monday through Friday, except the School shall have the right to assign one (1) employee a different workweek.
- D. Overtime work must have prior approval of the employee's immediate supervisor or the Assistant Superintendent and will be paid at the rate of time and one-half for over forty (40) hours in one (1) workweek.
- E. 1. A custodian will be assigned to a building when the school is used by organizations outside the school program during non-working hours.
 - A custodian will be assigned to building facilities during non-working hours for athletic events.
 - No custodian will be assigned when another Coldwater Community School District employee has been assigned the responsibility for building clean-up and building security.
 - 4. Overtime shall be paid in accordance with the provisions of this Article.
- F. The School agrees to pay the members of the bargaining unit committee for all lost wages when processing grievances and contract negotiations at their applicable rate of pay when the parties mutually agree upon the place, date and time of such meetings. It is understood that the School will not pay for lost wages when Level 5 of the grievance procedure is utilized.

ARTICLE XIII

EQUALIZATION OF OVERTIME

- A. Overtime hours, as they become available, will be equalized among employees within a given building.
- B. In the event the School is unable to secure coverage among the employees in a given building, the immediate supervisor shall go to an overtime sign-up list and offer work on a seniority basis providing the employee is qualified to perform such work.
- C. Employees interested in working overtime outside their building shall sign an overtime sign-up list stating that they are available to work overtime. The Union shall be responsible for posting a sign-up list in each school building. All employees shall have the first two (2) working days of the month to sign the list. On the third working day of the month, the Union shall be responsible for collecting said lists and delivering them to the immediate supervisor. The employee shall sign his/her name, seniority date, and phone number on the list. If the Union fails to provide the list to the immediate supervisor, overtime may be assigned at the supervisor's discretion.
- D. The supervisor shall assign overtime from the overtime sign-up sheets as classified in an equalizing manner. If no one on the list is available for work, the immediate supervisor shall fill the time with an available person from the bargaining unit who is qualified for the job. If no person in the bargaining group is available or qualified for the job, the supervisor can assign any individual outside of the group to fill the job.
- E. It is understood that emergencies, involving overtime work, occur and that the supervisor may not have time to utilize the above procedures. In such events, the supervisor shall at his/her discretion fill overtime work as he/she sees fit. The supervisor shall communicate such action to a member of the Union committee as soon as practical.
- F. It is understood that overtime work is voluntary in nature.

ARTICLE XIV

EMPLOYEE BREAKTIMES

Employees are entitled to two (2) fifteen-minute breaks during the workday, providing the employee works a scheduled eight (8) hour day. Employees who work at least four (4) continuous hours in a workday will be entitled to one (1) fifteen-minute break period. Employees who do not meet the above requirements are not eligible for breaks. Break schedules will be arranged with the employee's immediate supervisor. For this Article, the immediate supervisor shall be defined as the Maintenance, Custodial, Grounds, and Purchasing Supervisors or the Assistant Superintendent of Schools in their absences.

Both the School and Union recognize that emergencies can cause deviations in the break schedules and both parties shall be understanding of the circumstances.

ARTICLE XV

TEMPORARY WORK

Any employee, if asked to do other than his/her regular work, is expected to help until such work is done. The employee shall not receive less than his/her normal rate of pay when performing such work.

ARTICLE XVI

SENIORITY

- A. All employees shall have seniority as of the date when first hired by the district as a permanent employee, as defined in Article I. Recognition, of the Labor Agreement. If an employee is hired as a substitute employee, he/she shall not have seniority.
- B. If two (2) or more employees are hired on the same date, they shall be placed on the seniority list in alphabetical order of their last names, and once placed on the list, will remain unchanged in position.
- C. Loss of Seniority An employee shall be removed from the payroll and shall lose all seniority when:
 - 1. The employee quits.
 - 2. The employee is discharged for cause.
 - 3. The employee is laid off and fails to signify any intention of return to work within forty-eight (48) hours of receipt of written notification which shall be sent by registered or certified mail to the employee's last address of record with the Personnel Department, return receipt requested.
 - 4. Failure to report to work at the expiration of the leave of absence.
 - 5. The employee is on layoff status for a period of two (2) years without being recalled as a permanent employee.
- D. All new employees and employees who have been rehired after loss of seniority in terms of this Article's Paragraph C, shall be considered probationary for their first thirty (30) working days unless the probationary period is extended by agreement of the School and the Union. Upon completion of the probationary period, the employee's name shall be entered upon the seniority list from the anniversary date of hire.
- E. The School shall prepare and maintain a seniority list to record the seniority status of each employee in the bargaining unit. Such list shall show the names of employees and their seniority dates. The Union Chairperson may request such list from the School at reasonable intervals. Such request should be in writing, addressed to the Assistant Superintendent of Schools.

ARTICLE XVII

LAYOFF AND RECALL

A. Layoff will be by seniority. The employee with the highest seniority shall have the right to replace an employee with lower seniority within a job classification. If no employee within a job classification can be replaced due to seniority, that employee has the right to bump a junior employee in any job classification providing the employee has the qualifications. When determining qualifications, the administration of the School shall use those qualifications listed below.

In case of such replacement, there shall be established a 30-workday trial period to evaluate the employee's work performance in the new job. If the performance is not satisfactory during the trial period, the employee may be put on layoff and the employee bumped shall be recalled from layoff providing he/she has the seniority.

Job classifications and qualifications shall be defined as:

Classification No. 1 - HEAD CUSTODIAN I.

This classification shall have the high school head custodian, middle school head custodian, and head stockroom position within its ranks.

Qualifications for HEAD CUSTODIAN I

- 1. Head Custodians for High School and Middle School
 - a. The employee shall have leadership qualities in his/her former job and be able to lead more than one (1) other employee in job functions.
 - b. The employee shall have the ability to be self-starting on the former job.
 - c. The employee must possess the physical ability to lift materials up to a reasonable limit.
 - d. The employee must possess the ability to make simple electrical repairs, simple plumbing repairs, and boiler adjustments such as resetting.
 - e. In determining qualifications, the administration shall consider the employee's work record, prior disciplinary actions, and work attendance records before granting the job transfer.

Any of the above qualifications may be used by the administration to disqualify the employee from transfer to another job.

2. Head Stockroom Position

- a. The employee shall have some experience in inventory and control procedures.
- b. The employee shall have some basic mathematic background as it relates to inventory and control records.
- c. The employee must possess the physical ability to lift materials up to a reasonable limit.
- d. In determining qualifications, the administration shall consider the employee's work record, prior disciplinary actions, and work attendance records before granting the job transfer.
- e. The employee shall have the ability to be self-starting on the job and carry out duties in an independent manner.

Any of the above qualifications may be used by the administration to disqualify the employee from transfer to another job.

Classification No. 2 - HEAD CUSTODIAN II

This classification shall have the day custodians in elementary schools within its ranks.

Qualifications for HEAD CUSTODIAN II

- a. The employee shall have leadership qualities in his/her former job and be able to lead at least one (1) employee in job functions.
- b. The employee shall have the ability to be self-starting on the former job.
- c. The employee must possess the physical ability to lift materials up to a reasonable limit.
- d. The employee must possess the ability to make simple electrical repairs, simple plumbing repairs, and boiler adjustments such as resetting.
- e. In determining the qualifications, the administration shall consider the employee's work record, prior disciplinary actions, and work attendance records before granting the job transfer.

Any of the above qualifications may be used by the administration to disqualify the employee from transfer to another job.

Classification No. 3

This classification shall have the general custodians, ground maintenance, floor maintenance, mail-stockroom-itinerant, and food run drivers within its ranks.

- B. In the event of layoff, the employer will notify the employees to be affected in writing at least forty-eight (48) hours in advance of the effective date of layoff.
- C. Recall shall be by seniority providing the above qualifications are met by the employee. The employer shall have a 30-workday trial period to evaluate the recalled employee's performance on the new job. If the performance is not satisfactory, the employee may be laid off.
- D. Notice of recall shall be in writing to the employee. A written postmarked, certified or registered letter addressed to the last known address recorded at the Central Office shall be sufficient notice. It shall be the employee's duty at least three (3) workdays after receipt of the letter to report for work before he/she shall be considered to have severed his/her employment. Extension
- E. The employee shall report to work on the date specified on the notice or make other arrangements prior thereto with the immediate supervisor. In the event the employee fails to report for work as specified or prior arrangements are not made, then the employee shall lose all seniority and rights to recall and the next name on the list shall be notified.

The employer shall maintain an employee layoff list for a period of two (2) years. ter me two-year period, the employee's layoff status shall cease.

ARTICLE XVIII

JOB BIDDING

A. All positions open within the bargaining unit shall be posted for five (5) working days within each school building. Posting shall include the job title, shift, and building. Applications for bids shall be submitted, in writing, to the immediate supervisor or Assistant Superintendent during the five-day posting period by the employee seeking the job. Such applications will be obtained from the Central Office or the school building principal's office. The senior employee shall be given first consideration providing he/she meets the necessary qualifications as determined by the immediate supervisor and the Assistant Superintendent.

Positions opened due to leaves, as defined in Article XIX, shall not be posted when filled on a temporary basis. Should the employee have terminated his/her services with the School at any time during the leave or should the School District terminate his/her services, the job will, at that time, be posted.

In selecting employees to fill the vacancy on a temporary basis caused by a leave, the School shall first consider offering the temporary position to the employee of that building who is so qualified. The qualifications shall be determined by the School.

B. All employees who are transferred to other jobs within the bargaining unit, as provided for under Paragraph "A" of this Article, shall be placed on a thirty-workday probationary period in the new job. Such time shall be taken for the immediate supervisor to evaluate the employee's performance in the new job. If the supervisor finds that the employee's work is not satisfactory, the employee will be transferred back to his/her old job any time within the thirty-workday period.

The employee may also request a return to his/her old job any time during the thirty-workday probationary period if he/she finds he/she is unable to handle or is dissatisfied with the new job. Nothing in this Paragraph shall be taken to infer that a job transfer is automatic in nature. Qualifications for said transfer shall be determined by the immediate supervisor and the Assistant Superintendent.

- C. Classifications No. 1 and No. 2, as described in Article XVII, (Layoff and Recall) are considered lead in nature. Any transfer to these classifications will be considered promotional in terms of status.
- D. If the employee is entitled to the vacancy he/she shall be transferred to it at the School's earliest convenience, and this will occur within five (5) consecutive working days of the date of removal of the job posting from the bulletin board, unless, within that period of time, the School requests an extension of time for an additional period of like duration or unless the vacancy no longer exists.
- E. If no employee of the custodians' bargaining unit has successfully been tranferred to an open position as provided for in this Article, the School shall grant interviews to other employees from other bargaining units represented by G.M.P. who have applied for the job. It is expressly understood that the School is under no obligation to transfer another employee to the open position, but shall consider the employee through the interview process.

- It is understood that employees who successfully transfer from one bargaining F. unit to the custodial bargaining unit shall not transfer seniority to the new unit. They shall, however, transfer any vacation time and accumulated sick days earned in the other bargaining unit.
- The School agrees to give the Union thirty (30) days written notice when it will G. not fill a vacancy caused by an employee who quits, is discharged for just cause and not reinstated or retires. The School will not be required to post the job during the 30-day notice period. In the event of discharge, the 30-day notice

ARTICLE XIX

LEAVE OF ABSENCE - MATERNITY LEAVE

(An employee has the option of Section 1 or 2 but not both together.)

A. All regular employees who have completed their probationary period shall be eligible for maternity leave provided written request on forms provided by the Personnel Department are turned in no later than the fifth month of pregnancy The maximum length of leave shall not exceed six (6) months exclusive of any extension. The employee shall specify the beginning and ending date of the leave at the time of making the application. The beginning date of the leave shall not be later than thirty (30) days prior to the expected date of delivery without permission of the administration. Once the beginning date is set, it shall not be, thereafter, altered except for good cause.

The School reserves the right to demand a doctor's certificate as to the ability of the employee to continue working during the term of pregnancy as well as a certificate of health for return to work. An employee on maternity leave can request a thirty (30) day extension of leave in writing, prior to the termination date of the leave, where it can be medically shown that the employee is physically incapable to return. The extension may be renewed once thereafter for the above reasons. Maternity leave shall be without pay, but the employee shall accumulate seniority during the leave of absence.

- An employee shall have the right, if she so desires, to receive sick leave Β. benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood that this shall not include normal child care; and the employee shall not be entitled to avail herself of the foregoing unpaid maternity leave provisions if she chooses to receive sick leave benefits pursuant to the provisions of this Paragraph. The following provisions
 - 1. All pregnant employees shall notify the administration of pregnancy at least five (5) months prior to the expected date of birth. Said notification is to be accompanied by a statement from the attending physician, giving the anticipated date of birth of the child. Said notification shall be filed with the Assistant Superintendent of Schools.
 - 2. The employee shall be required to furnish medical certification of her continued ability to perform her duties as often as the administration may
 - 3. he

ay be required to submit to physical examinations by a anysisted by the School Board.

rection the employee must perform all duties until ican abled and return to service as soon as physically able to "m all duties as certified by her physician.

- 5. For all sick leave days claimed, the employee must have a physician's certificate verifying physical disability which prevents her from fulfilling her responsibilities.
- 6. Only earned sick days can be used when applying for this section.

ARTICLE XX

LEAVE OF ABSENCE - UNION

Upon written application, any employee who is elected or designated by the Union as a delegate or representative to a Union function or elected or appointed to the International staff, shall be granted a leave of absence without pay but without loss of seniority for one (1) year, subject to renewal with the approval of the Union and School.

ARTICLE XXI

LEAVE OF ABSENCE - SICK LEAVE

All employees covered by this Agreement shall accumulate sick leave on the following basis:

- A. Upon the completion of one (1) month's work, an employee shall receive one (1) day's sick leave per month at his/her normal daily rate of pay, up to a maximum of twelve (12) days per year. Part-time employees' maximum accumulation and days will be pro-rated to actual hours and months worked during the school year.
- B. Sick leave days shall be allowed unlimited accumulation.
- C. Employees shall accumulate seniority within the sick leave as defined in this Section. It is understood that if the employee does not have days accumulated, the School may require a long term sick leave of absence, or at the employee's option, he/she may resign his/her position.
- D. Earned sick leave may be used for the incapacitating illness of the employee's immediate family. A family member is defined as the employee's child, spouse, parent, parent-in-law, or any family member living in the employee's immediate household who is related through birth or marriage or any household dependent who is classified as a dependent by the U.S. Internal Revenue Service's definition.
- E. The following agreement is written to allow employees to voluntarily give earned sick days to a fellow employee who has exhausted his/her sick days. The following rules are agreed to by both the School and the Union:
 - The giving of earned sick days from one employee to another is completely a voluntary and optional process. Such days will be given by employees freely and without undue pressure from any party.
 - 2. In order to receive sick days from a fellow employee's total accumulation, the employee must have one (1) year of seniority within the bargaining unit.
 - 3. Sick days shall be compensated at the hourly rate of the employee receiving the benefit providing said time is at least equal to that of the giving employee. In no case shall a lessor rate be increased to give the employee more hours than he is entitled.
 - 4. Each employee may contribute up to five (5) unused sick days per school year to any fellow employee in need. No more than five (5) days may be given in any one (1) year, if more than one (1) employee is to be considered.

- 5. It is understood that the receiving employee shall be limited to using fifteen (15) transferred sick days per illness and contract year.
- 6. The request for members to give unused sick days shall originate with the Union Committee after depletion of a member's available sick days. The Committee shall determine eligibility and provide the School's Payroll Office with an employee-signed permission statement authorizing the transfer of unused sick days.
- 7. The decision of employee eligibility shall rest with the Union because of this fact; the Union shall hold the school safe and harmless from any form of litigation that may arise from the implementation or operation of this section of the contract.
- 8. Any days withdrawn from an employee's accumulated sick leave days, will be from his total accumulated days and not from the current year.
- F. In lieu of unlimited accumulation of sick days, an employee whose normal workweek is twenty (20) or more hours per week may opt to receive remuneration for unused sick days after the following dates:

After September 1, 1991 - at .60 of their normal daily rate. After September 1, 1992 - at .70 of their normal daily rate. After September 1, 1993 - at .80 of their normal daily rate.

It is understood that payment shall only be made for up to a maximum of the sick days earned per school year. Unused sick days not paid for by the School will be allowed to accumulate as per limitations of this contract.

If a qualified employee chooses the "remuneration for unused sick days" option hereinbefore described the days for which payment is to be made shall not be allowed to accumulate and shall be forfeited annually. Payment for unused sick days, as previously described, shall be made annually on the last pay period of the School's fiscal year. If this option is selected, written notice from the employee must be filed with the Payroll Office by April 1st of each fiscal year.

It is understood that only unused sick days in a given contract year will be used in calculating payment. Prior years' banked sick leave cannot be drawn.

ARTICLE XXII

PERSONAL BUSINESS DAYS

Each employee shall be entitled to a maximum of three (3) days for personal business. These days may be used in succession, provided they are not used to extend any vacation time or holidays. Such business shall be judged as not being able to be conducted outside normal working hours. Prior administrative approval is necessary. It is expressly understood that the employee must specify the reason for such absences prior to administrative approval. In cases of emergency, the immediate supervisor will waive the requirement of prior administrative approval providing the reason is classified as an emergency upon the employee's return to work.

ARTICLE XXIII

SICK LEAVE OF ABSENCE - LONG TERM

Upon written application, any employee who is off work due to a non-industrial injury or sickness shall be granted a leave of absence without pay but without loss of seniority for a period of one (1) year, subject to renewal with the approval of the Union and the School. The Union and School agree that an employee who gives false reasons for obtaining a sick leave of absence is subject to disciplinary action for doing so.

ARTICLE XXIV

BEREAVEMENT LEAVE

In the event of the death of a child, spouse, or parent; an employee shall be eligible to be paid at his/her normal daily rate of pay up to a maximum of five (5) days for the purpose of attending and making funeral arrangements prior to and after the funeral. Up to five (5) days may be granted by the administration at the normal daily rate of pay in the event of the death of a brother, sister, grandparent, grand child, or in-law if said employee is responsible for funeral arrangements or if travel is involved. The employee will make the request for the five (5) days pay, if possible, before he leaves for the funeral. If this is not possible, the employee will notify the employer as soon as possible. Personal leave days may be used to attend funerals of relatives who do not meet the above requirements providing such days are not previously used during a given contract year.

If the employee is asked to serve as a pallbearer for a friend or family member, the School shall pay only for the necessary time needed to perform said service. It is expressly understood that payment as a pallbearer shall not exceed one (1) paid day.

ARTICLE XXV

JURY DUTY

An employee who serves on jury duty shall be paid the difference between his pay for jury duty and his/her regular rate of pay had he/she worked.

ARTICLE XXVI

REPORTING ABSENCE

Employees will report absences to the Maintenance Supervisor prior to the beginning of their work shift. Such calls to the Supervisor may be made through the School District's switchboard. If the Supervisor is unable to be reached, a message will be left in his/her mailbox by the switchboard operator. In no case shall calls be made after 8:00 a.m. of the absence day for day-shift personnel. Absence calls by employees for the night shift shall be made no later than one (1) hour before the employee normally reports for work. Failure to report absences as prescribed in this Paragraph will result in disciplinary action for the employee.

ARTICLE XXVII

OTHER NON-PAID LEAVES

Upon written notice to the School and Union Chairperson, the employee may be granted leave by the Board of Education for up to one (1) year without pay or benefits for the following reasons:

- A. Illness in the employee's immediate family which requires him/her to stay home or to take them, on a physician's order, to different climate or for treatment outside of Coldwater.
- B. To attend accredited colleges, universities, or trade schools for added credit. If such leaves are granted, the employee shall be enrolled as a full-time stouence. Full-time student status shall be defined by the university, college, or trade school of attendance.

- C. To campaign for or serve in a public office, other than school government. Such leave shall be for a consecutive period of time and not on a day here-and-there basis.
- D. The employee may terminate his/her non-paid leave status and return to work by notifying the School in writing at least seven (7) working days before he/she is expected to report for work.

No more than two (2) employees from the bargaining unit shall be allowed a non-paid leave as defined in this Paragraph at any one time.

Upon return of an employee from a non-paid leave of absence, he/she shall be reinstated to his/her regular job. Failure on the employee's part to return after the leave has expired shall subject the employee to termination of employment with the School.

ARTICLE XXVIII

SENIORITY WHILE ON NON-PAID LEAVES OF ABSENCE

- A. The employee's seniority shall not accumulate while on any non-paid leave of absence. Seniority shall be frozen when the non-paid leave commences. Exceptions to this Paragraph are stated in Paragraph C.
- B. Employees who are granted non-paid medical leaves of absences by the Board of Education and are eligible for life and health insurance benefits as defined in the Appendix of this contract shall continue to have said benefits paid by the Board for the duration of the leave. (Not to exceed one (1) year.) It is understood that in order to be eligible for paid insurance, the employee must provide the School with a written statement from a qualified physician that the employee cannot perform his/her job function. In addition, said employee shall have at least six (6) months' seniority in order to be eligible.
- C. It is understood that employees who are granted unpaid long-term personal leaves, union leaves, or arc laid off from their jobs are not eligible for School-paid insurance programs. These employees may, Louever, continue to be covered under group rates up to a period of one (1) year providing they pay their own premiums to the School on the first day of the month in which the premiums are due.

ARTICLE XXIX

SNOW DAYS

- A. All employees in the bargaining group are expected to be at their work stations, if possible, for work assignments on days when school is not in session when caused by conditions beyond the control of School authorities. Those employees who are unable to report shall be required to contact their immediate supervisor, or the district's switchboard as described in Article XXVI, Reporting Absence, prior to the start of their shift, that road conditions make it unreasonable to report. Such reporting must be made in order to be eligible
- B. Beginning with the 1986-87 school year, 38-week and 40-week employees will not be paid for any day that school is closed when caused by conditions of inclement weather or other acts of God when the State of Michigan penalizes the School District its state membership sid. The above employee will only be paid for

such days when the School is paid by the State. The employees need not report for work on such days.

When the School is required by the State to hold school in order to receive state membership aid payments and school days need to be rescheduled by law, the employee will not be paid. Employees, in such cases, shall only be paid for the rescheduled days required by law.

- C. All 52-week employees shall continue to be affected by Paragraph A of this Article.
- D. When a state of emergency is declared by the Michigan State Police or Branch County Sheriff's Department because of road conditions, employees need not report for work. They shall report when the emergency has been lifted by the law enforcement agency.

If grounds employees are needed during the emergency and the law enforcement agency permits, they shall report for work as ordered by the immediate supervisor.

ARTICLE XXX

HOLIDAYS

A. The employee shall receive the following paid holidays when they fall on a workday:

| July 4th | Christmas |
|------------------------|--------------|
| Labor Day | New Years |
| Thanksgiving | Good Friday |
| Day after Thanksgiving | Memorial Day |

If school is in session on Good Friday, all employees are expected to report for work. In lieu of holiday pay for Good Friday, the employees shall be given a Friday off, with pay, during the spring vacation period. If there is no Friday during spring vacation, a mutually worked-out date will be agreed to with the administration. In case there is no spring vacation, a Monday or Friday date will be worked out mutually with the administration.

All employees who work fifty-two (52) weeks per year shall be granted Christmas Eve Day and New Year's Eve Day as a holiday providing said days are not on a weekend.

B. The employee must work his/her last scheduled day preceding and the first scheduled workday following the holiday to be eligible for pay. Approved leave days will be considered workdays for this section of this Article.

When a holiday, as described in Paragraph A of this Article, falls within the employee's scheduled vacation, the holiday will not be considered as a vacation day.

- C. If a paid holiday falls on a Saturday or Sunday, the employee shall receive Friday or Monday as a paid holiday.
- D. All employees are expected to work on the so-called Farmers' Day without extra pay.

ARTICLE XXXI

VACATIONS

- A. Only employees who work fifty-two (52) weeks per year will be eligible for vacations. Part-time 52-week employees' vacations will be pro-rated in terms of hours worked providing the employee works at least twenty (20) hours per workweek.
- B. Employees who are eligible for vacation shall be entitled to one (1) week paid vacation following the first full year of employment, two (2) weeks after the second full year, three (3) weeks after the tenth full year of employment. After the tenth full year of employment, eligible employees shall receive one (1) vacation day for each year of employment up to a total limit, not to exceed, twenty (20) days for each employee.
- C. Vacation request shall be submitted to the employee's immediate supervisor for approval at least one (1) month prior to the planned vacation. With one (1) month's granted approval, the employee may take his/her vacation in single days or a combination of days. The intent of using single days is not meant to give the employee the right to use single days over a long period of time that would tend to create a continual workweek of less than five (5) days. In case of conflicts in scheduling vacations, the employee with the highest seniority will be given preference.

In case of emergency, the above one (1) month's requirement may be waived with the immediate supervisor's or Assistant Superintendent's approval.

- D. Vacations shall be taken in the summer months whenever possible. Those vacations taken during the academic year must have the approval of the immediate supervisor.
- E. Vacations shall not be taken before they are earned unless special approval has been granted by the employee's immediate supervisor and the Assistant Superintendent. Vacations will not be allowed to accumulate from one year to the next, unless the fault of missing a vacation rests with a special request for work by the employee's immediate supervisor.
- F. In case an employee retires and has unused earned vacation time, the employee will be given his/her unused vacation. In case of death, the unused earned vacation will be paid to the spouse or family of the deceased employee.

An employee who quits will give two (2) weeks written notice to the School in order to be eligible for earned vacation payments. It is understood that the employee will be on the job after the two (2) weeks' notice and that vacation time cannot be used after notice. No employee shall be eligible for vacation pay if his/her services are terminated. It is understood that there is no unused vacation until the employee has one (1) complete year of seniority with the School. Employees shall be paid their current wage rate and benefits provided for in this Agreement while on vacation.

G. Part-time employees' vacation times shall be prorated in terms of average hours worked per week during a given earned year.

H. If an employee retires and has earned-vacation time due, he may opt to be paid for all unused time. An employee who accepts vacation pay under this provision shall inform the School in writing; and seniority and employment status shall cease with the day of the first vacation day payment. The School may hire a substitute worker during the posting period when an employee retires and takes his lump sum vacation pay.

ARTICLE XXXII

PAYDAYS

All employees shall be paid on a bi-weekly basis as normally scheduled by the School District. It is further understood that exceptions to the bi-weekly schedule can be made when caused by circumstances over which the Schools has no control.

ARTICLE XXXIII

DISCIPLINARY REPRIMANDS

Employees' written disciplinary reprimands shall remain in the employee's personnel file for a period of one (1) year providing no additional written reprimands have been filed during that one (1) year period. In such cases where additional written reprimands are issued to the employee during the one (1) year period, the oldest reprimand will be maintained in the file for an additional six (6) months.

ARTICLE XXXIV SCHOOL'S RIGHTS TO HIRE SUBSTITUTE WORKERS

- A. The school district has the right to hire or not to hire substitutes to replace employees who are absent due to vacations when more than one (1) employee in the bargaining unit is on vacation at the same time.
- B. When it is known before hand that an employee will be absent for three (3) consecutive workdays or are absent for three (3) consecutive workdays due to vacations, sick leaves, personal leaves, and any other leaves of absences; the School may hire substitutes.
- C. The School may hire a substitute employee for an employee who is absent for more than three (3) consecutive days.
- D. When assigning hours of work to employees for absent employees, the immediate supervisor shall go to the overtime sign-up sheets for placement after first contracting other employees in the building where the vacancy occurs. Building employees shall be given first choice. If no one in the building or on the overtime sign-up list is available for work, a substitute may be hired by the School.
- E. It is understood that the employee's first obligation is to fulfill his own workshift before accepting an assignment for an absent employee. In addition, substitutes may be hired by the School for any employee who is absent for more than three (3) consecutive days.
- F. Substitute employees have no rights or benefits under this contract. All substitutes who are on the payroll prior to ratification of this contract shall have wages frozen at the current wage rate. All new substitutes hired after the

ratification of the contract shall be paid \$8.41 per hour for each year of this contract.

- G. If daytime building employees are absent, the immediate supervisor shall ask evening building employees (providing the building has evening employees) to change workshifts. It is understood that such changes in workshifts are voluntary in nature.
- H. Retired bargaining unit employees shall be given first choice for substitute work providing they are physically able to do the work required. In order for them to be considered for substitute work, they must submit their name to the immediate supervisor.

ARTICLE XXXV

DURATION

A. This AGREEMENT shall be effective as of <u>September 1, 1991</u> and shall remain in effect until <u>August 31, 1994</u>, and thereafter until either party serves a 60-day written notice specifying the desire to modify or terminate this Agreement. It is expressly understood that in the event neither party notifies the other within the 60-day period above specified, this Contract shall automatically extend for a period of one (1) year.

I. Wages and Classifications

| A. Genera. | l Custodian: | The | following | jobs | fall | in | this | classificat | ion |
|------------|--------------|-----|-----------|------|------|----|------|-------------|-----|
|------------|--------------|-----|-----------|------|------|----|------|-------------|-----|

| -21 | 1. | | | |
|-----|--|-----|---------|--|
| 1 . | Food | Run | Drivers | |

3. Grounds Maintenance & Delivery 1. Floor Maintenan

| 2. | General | Custodians | | nce |
|----|-------------------|--------------------------|--------------------------|--------------------------|
| | | 1991-92 Contract Year | 1992-93 Contract Year | 1993-94 Contract Year |
| | Step I Step II | \$ 9.92 \$10.62 | \$10.51 \$11.21 | \$11.19 \$11.89 |

It is agreed that all wage rates shall be effective as of September 1st of each contract year. For the 1991-92 contract year, there shall be no retro-active pay increases for any overtime work that was done for groups outside the School program where the School was reimbursed by the group for the custodian's time. An employee will advance a step after one (1) complete year of active employment as a member of this bargaining unit.

Head Custodian I: The following jobs fall in this classification Β.

- 1. Head Custodian High School
- 2. Head Custodian Middle School
- 3. Head Stockroom Employee

| | 1991-92 | 1992-93 | 1993-94 | |
|---|---------------|---------------|---------------|--|
| - | Contract Year | Contract Year | Contract Year | |
| | \$11.02 | \$11.61 | \$12.29 | |

It is agreed that all wage rates shall be effective as of September 1st of each contract year. For the 1991-92 contract year, there shall be no retro-active pay increases for any overtime work that was done for groups outside the School program where the School was reimbursed by the group for the custodian's time.

C. Head Custodian II: Elementary School Head Custodian

| 1991-92 | 1992-93 | 1993-94 | |
|---------------|---------------|---------------|--|
| Contract Year | Contract Year | Contract Year | |
| \$10.82 | \$11.41 | \$12.09 | |

It is agreed that all wage rates shall be effective as of September 1st of each contract year. For the 1991-92 contract year, there shall be noretro-active pay increases for any overtime work that was done for groups outside the School program where the School was reimbursed by the group for the custodian's time.

II. Other Benefits and Miscellaneous

Health and Life Insurance Benefits Α.

1. Health Insurance Benefits

In addition to the above stated hourly rate, those employees who work at least thirty-eight (38) weeks and twenty (20) or more hours per week as their usual work assignment are eligible for the current hospitalization policy (Group No. 66398-001). This policy includes the ML rider, x-ray, and lab; and pays the first \$5. In addition, the Master Medical plan is 90-10 co-insured with \$50 deductible for single persons and \$100 deductible for family.

In addition to the above coverage, the School shall provide a prescription drug rider (no co-pay) and the same dental health rider currently provided for the teaching staff for those employees who are eligible as stated above. The thirty-eight (38) week and working twenty (20) or more hours per week requirement is also needed to be eligible for this benefit.

The following additional riders shall be provided:

| 1. | PP-NV-1 | 4. | VST |
|----|---------|----|-----|
| 2. | DC | 5. | FAE |
| 3. | CC-CLC | | |

It is understood that the School reserves the right to select or change the insurance carrier, providing coverages are comparable to those specified above. Prior to changes in any insurance program or carrier, the School and Union shall meet to discuss any changes in coverages. It is understood that both parties shall mutually agree to any changes in coverages.

It is also understood that the Board shall have the right to institute a self-insured dental program providing benefits of the plan are the same as the current BC/BS plan. If a self-insurance program is instituted by the Board, all premium costs shall be borne by the Board.

2. If an employee's spouse has health insurance coverage with the School or chooses not to take monthly medical insurance (with all riders) and dental coverage, he/she may opt to choose a tax deferred annuity program in an amount of \$100 per month. It is understood that once this choice is taken, the employee will not be allowed to change back to health coverage until an open enrollment period takes place. If the employee so chooses this option, he/she must enroll in a T.S.A. program that is currently recorded as a company eligible for payroll deductions in the district's Payroll Office. If employees choose this option, they shall notify the district Payroll Office in writing. If a spouse becomes a non-covered person, they may enroll immediately. All T.S.A. payments will then stop immediately. If there is a necessary change in the middle of the month, all T.S.A. payments for the month will be returned to the district by the employee.

B. Optical Insurance

It is agreed that the same optical insurance program given to the Coldwater Education Association will be given to employees who work twenty (20) or more hours per week. Benefits will be at the 100% level.

C. Life Insurance Benefits

Employees who qualify for hospitalization insurance shall receive the following term life insurance and AD & D policy paid by the School for all years of the contract.

For All Years of This Contract

\$15,000

The above coverage shall be effective thirty (30) days after this contract has been ratified by both parties.

D. The School shall pay for physical examinations, x-rays, and approved conferences when required by the school district.

APPENDIX CONTINUED:

E. Food Run and two-hour position at Lincoln Elementary School will be posted as one job for thirty-eight (38) weeks in duration. It is understood the School shall have the right to eliminate the two-hour position at Lincoln School if the employee retires, quits or is discharged for just cause or if it is necessary to reduce hours.

Food Run and Summer Grounds Work will be posted as one position and the grounds work for summer will be on an as-needed basis.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the respective offices and representatives thereunto duly authorized this 25th day of November , 1991.

LOCAL 120B ON BEHALF OF THE GLASS, MOLDERS, POTTERY, PLASTICS, AND ALLIED WORKERS INTERNATIONAL UNION, AFL, CIO, CLC

Union Representative

Chairperson

COLDWATER COMMUNITY SCHOOLS

President, Board of Education

Marylow Ansare Vice-President, Board of Education

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Secretary, Board of Education

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Committee Membe

Committee Member

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