

6/30/96

AGREEMENT

Between The

OAKRIDGE PUBLIC SCHOOLS

BOARD OF EDUCATION

And The

OAKRIDGE EDUCATIONAL SUPPORT PERSONNEL MEA/NEA

Oakridge Public Schools

Muskegon, Michigan

1993-1996

Oakridge Public Schools

ADDENDUM # 1

The parties agree that Section B of Article XVI, Fringe Benefits shall read as follows effective 1-1-94:

B. This section shall apply only to part-time custodial/maintenance employees and regularly employed bus drivers working more than three (3) hours per day.

1. The Board shall provide without cost to the eligible employee MESSA Super Care 1 (Board pays the deductible to the employee) for a full twelve (12) month period for the employee only.
2. The Board shall provide without cost to the eligible employee MESSA Delta Dental Plan E/007 (80/80/80), 1300; Sealant Rider, COB for a full twelve (12) month period for the employee only.
3. The Board shall provide without cost to the eligible employee MESSA Vision Service Plan 3 Plus (VSP-3), COB for a full twelve (12) month period for the employee only.
4. The Board shall provide without cost to the eligible employee MESSA Negotiated Term Life Insurance protection in the amount of \$30,000, AD&D, WOP for a full twelve (12) month period.
5. An employee not electing health insurance coverage set forth in subsection 1 above may apply \$60.00 toward any MESSA or MEA-FS tax free option(s), including MEA-FS tax sheltered annuities.
6. The eligible employee under this section has the option to enroll his/her family and other eligible dependents as defined by MESSA at the employee's expense. Any contribution amounts exceeding the Employer's subsidy may be payroll deducted.

The addendum shall expire June 30, 1996.



President, Oakridge ESP
Ken Morrison

Date: 3-28-94



Oakridge Business Manager
James J. Derezhinski

Date: 3-28-94

CONTRACT INDEX

ARTICLE		PAGE NO.
	Agreement	4
1	Recognition	4
2	Management Rights	6
3	Union Dues or Fees	8
4	Union Rights	12
5	Grievance Procedure	14
6	Employees Rights	16
7	Seniority	18
8	Layoff and Recall	21
9	Vacancies and Transfers	23
10	Working Conditions	25
11	Sick Leave and Leaves of Absence	26
12	Working Hours	29
13	Holidays	31
14	Vacations	33
15	Compensation	35
16	Fringe Benefits	40
17	Miscellaneous	43
18	Duration of Agreement	45
	Statement of Grievance	46

Appendix B (Job Classification)	48
Appendix C (Bus Discipline)	49
Appendix D	
(Head Custodian - Sr. High)	50
(Head Custodian - Middle School)	52
(Head Custodian - Carr & Wolf Lake)	54
(Full Time Custodial Workers)	56
(Regular Part-time Custodial Workers)	58
Appendix E (Workload Assignment)	60

AGREEMENT

This Agreement, made and entered by and between the Board of Education of the Oakridge Public Schools, located at 481 S. Wolf Lake Road, Muskegon, Michigan, and hereinafter referred to as the "Employer", and The Oakridge Educational Support Personnel MEA/NEA, hereinafter called the "Union", provides as follows:

ARTICLE I

Recognition

- A. The Board of Education of the Oakridge Public Schools recognizes the Oakridge Educational Support Personnel MEA/NEA as the sole collective bargaining representative for all its employees employed as regular part-time and full time custodians and school maintenance employees and regular bus drivers working three hours or more per day excluding all licensed personnel, teachers, co-op students, cafeteria personnel, part-time and/or seasonal custodial and maintenance employees, supervisors, substitute drivers and irregular part-time bus drivers, and all others, in matters affecting wages, hours and working conditions, in accordance with applicable provisions of Act 379 of the Public Acts of 1965, as amended.
- B. The Employer agrees not to negotiate with any other custodian, maintenance, or bus drivers union as long as the Oakridge Educational Support Personnel MEA/NEA is the recognized bargaining agent.
- C. The word "employee", unless the context clearly states otherwise, shall mean a person employed within the bargaining unit as provided in paragraph A.
- D. Regular part-time custodial/maintenance employees are defined to mean those employees who are scheduled to work regularly more than twenty (20) hours but less than forty (40) hours per week and/or less than

twelve months per year.

- E. Current positions consisting of the regular part-time employees will not be reduced under 20 hours per week for the duration of this contract.

ARTICLE II

Management Rights

It is recognized by the Union that the controlling factor throughout all relationships of the Board of Education and the Union is contained in the words "working for the welfare and the good of all children in the school district." Custodians and maintenance workers are encouraged to devote extra time in the interest of the children in the district as well as encouraged to be a part of the community.

The Board on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and for such purposes, the appointment of executive, administrative and supervisory personnel and the delegation of their respective duties;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees, subject to the provision of the grievance procedure
3. To determine work schedules, the hours of employment and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing power, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III

Union Dues or Fees

A. The Employer agrees to deduct from the pay of the employee all dues and/or initiation fees of Oakridge Educational Support Personnel MEA/NEA and pay such amount to the Oakridge Educational Support Personnel MEA/NEA for the employee, provided however, that the employee presents to the Employer authorizations, signed by the employee, allowing such deductions and payments to the Local Union.

B. 1. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association, or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction the employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below.

Payroll deductions made pursuant to this provision shall be made in equal amounts as nearly as may be from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

2. The procedure in all cases of nonpayment of the service fee shall be as follows:
 - (a) The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide the ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - (b) If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph B. 1. above.
 - (c) The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction for same.
3. Pursuant to Chicago Teachers' Union v. Hudson, 106 S CT 1066 (1986), The Association has established an "Objections to Political-Ideological Expenditures--Administrative Procedures." Those administrative procedures (including the timetable for payment) apply only to non-Association bargaining unit members. The remedies set forth in those procedures shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an

objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement.

4. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated upon expiration of the objection period for non-members of the fee that given school year.
5. The Association will certify at least annually to the district, fifteen (15) days prior to the date of the first payroll deduction for Association dues. The amount of said Association dues and the amount of service fee to be deducted by the district, and that said service fee includes only those amounts permitted by the agreement and by laws. It is expressly agreed that the district shall have no obligation to make involuntary deduction of service fees under this section until such time as the Association shall furnish the district with verification that the Association's "Objections to Political-Ideological Expenditures-Administrative Procedures" have been approved by the Court of Record in *Lenher v. Ferris Faculty Association -- MEA/NEA*, 643 F Supp 1306 (WD Mich, 1986). Further the Association promptly agrees to notify the district of any future litigation where an order has been issued preventing the Association from implementing its "Objections to Political-Ideological Expenditures-Administrative Procedures" or any

successor procedures pertaining to the same subject matter. In such event, the district shall have the right to suspend the involuntary wage deduction procedure specified herein for non-association bargaining unit members.

6. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purposes of complying with the Association security/agency shop provision of this article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Association. The Association shall have the right to negotiate a settlement with any bargaining unit member who challenges the Association security/agency shop article provisions under this article.

ARTICLE IV

Union Rights

- A. The Employer recognizes the right of the Union to designate a job steward and alternate steward from the Employer's seniority list. The authority of the steward and alternate shall be limited to, and shall not exceed, the following duties and activities:
1. The investigation and presentation of grievances according to the grievance procedure established in this agreement.
 2. The transmission of messages and information, which shall originate with, and are authorized by the Local Union or its officers. It is agreed by the Union that this does not give employees the right to perform duties of the Union during work hours except the steward will be given permission to investigate complaints.
- B. The Employer agrees that it will allow a proper accredited representative of the Local Union access to its premises at any reasonable time during business hours for the purpose of investigating the Employer's performance of the terms and conditions of this agreement, but any such representative shall first present himself at the office and, if requested, shall present his credentials, if there should be any reason to doubt his identity. The provisions of this Section shall not be used to interfere with production nor to hold meetings of the Union or any of its representatives on district time.
- C. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employer pertaining to specific grievances of employees within the bargaining unit, but this right of examination shall not permit the Union to

remove any such time sheets or other records from the Employer's premises. Copies of such records shall be provided the Union upon request of the Union at the Union's expense.

- D. When new classifications for which rates of pay are not established by this Agreement are put into effect, within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon shall be effective as of date such classification is put into use. Until agreement thereon is reached, the Board may establish a temporary rate.
- E. Both parties specifically recognize the right of the other appropriately to invoke the assistance of the Michigan Employment Relation Commission, or a mediator from such public agency.
- F. The Union shall represent regular part-time and full-time probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement.

ARTICLE V

Grievance Procedure

A. Definitions:

1. A "grievance" is an alleged violation of the expressed provisions of this Agreement.
2. The "aggrieved employee" is the employee or employees making the claim.
3. Grievance form - see Appendix A.

B. It is mutually agreed that all grievances arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, slowdowns, walkouts or any other cessation of work through the use of any method. Effort shall be made to adjust grievances in an amicable manner.

C. The grievance procedure is as follows:

1. An employee or employees having a grievance shall, within five (5) working days contact the steward. The steward shall then contact the supervisor stating the grievance and alleged violation of the Agreement, for mutual consideration of the claim on an informal basis. If the grievance isn't settled, the aggrieved employee proceeds to the next step of the procedure.
2. Within five (5) days of the conference between the aggrieved employee and the supervisor, said aggrieved employee has the right to present the grievance to the Superintendent of Schools. Said grievance must be in writing, stating the Article and

Section numbers of this agreement which are alleged to be violated. Within five (5) days of the receipt of the written grievance, a hearing will be held between the School Superintendent, Supervisor, the aggrieved employee, union steward, and Uniserve Director. After this hearing, the Superintendent will present a written summary of the disposition of the grievance.

3. If satisfaction is not reached, the aggrieved employee may request a hearing with the Board of Education. Said hearing will be scheduled within fifteen (15) days of the request. The Board will present to the aggrieved employee a written summary of the grievance.
4. If the decision of the Board is unacceptable, the Union may submit a demand for arbitration to the American Arbitration Association. Both parties agree to be bound by the award of the arbitrator. The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties.

ARTICLE VI

Employees Rights

- A. Pursuant to act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support any Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or terms or conditions of employment by reason of his membership in the Union of collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement.
- B. The employer shall not reprimand, discharge or suspend any employee without just cause.
- C. No driver shall be discharged or suspended without at least one (1) written warning in a twelve (12) month period except that no warning need to be given to a driver before he/she is suspended or discharged for any of the following reasons:
1. Driving in a reckless or illegal manner.
 2. Driving while under the influence of alcohol or drugs.
 3. Use of violent or abusive language.

4. Gross mishandling of discipline.
5. Revocation or expiration of commercial driver's license.
6. Failure to pass a physical exam.
7. After an accumulation of seven (7) or more points against the driver's license for driving violations during a two year period.
8. A driver convicted of drunk driving outside of the job and loses their driver's license.

D. Assignment of Buses

Whenever new buses are purchased and delivered to the School District, the Transportation Director will meet with the officers of the Bus Drivers Association to determine the assignment of buses to the drivers. In the event that the officers and supervisor cannot agree upon the assignment of buses, the problem will be submitted to the Superintendent of Schools who will make the assignment, and his decision will be final.

- E. A bargaining unit member may be asked to take students home during the school day. At the driver's request, a second adult may accompany the driver.

ARTICLE VII

Seniority

- A. For the purposes of this agreement there shall be the following departments:
1. Custodial/Maintenance (see appendix B)
 2. Transportation
- B. Seniority shall be defined as the length of continuous service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from bargaining unit member's first working day. Seniority shall be by department only.
- C. Regular part-time custodial/maintenance members shall accrue seniority as of July, 1987, on a pro-rata basis of their regularly scheduled hours, as compared to full time employment of 2080 hours per year. Regular part-time seniority shall be based on the seniority list agreed to on July 23, 1987.
- D. 1. New custodial/maintenance employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment. Administrators may add an additional thirty (30) working days after the employee and steward are notified. The working day's probationary period shall be accumulated within not more than one (1) year. When an employee completes the probationary period, the employee shall be entered on the seniority list of the unit as of the date of hire. There shall be no seniority among probationary employees.
2. All new regular drivers shall be placed on probation for a period of ninety (90) calendar days. The superintendent or his designee reserve the right to extend the probationary period for an additional ninety (90) calendar days. If, at the end of this period, his/her work is satisfactory, he/she shall be considered to be a regular employee and seniority shall date from the first day he/she worked.

- E. Probationary employees may be discharged, disciplined or laid off for any reason without recourse to the grievance procedure.
- F. A member of the bargaining unit shall lose his/her seniority for the following reasons only:
1. If he/she quits.
 2. If he/she is discharged and the discharge is not reversed through the procedure set forth in this agreement.
 3. If he/she is absent for two (2) consecutive work days without notifying the Employer, except in cases of proven emergency. After such absence, the Employer will send notification by certified mail to the employee at his last known address as shown by his employment records that he has lost seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
 4. If he/she does not return to work when recalled from lay off as set forth in the recall procedure. In proper cases, exceptions shall be made, "when mutually agreed upon by the union and the administration".
 5. If he/she retires.
 6. If he/she is to return from sick leave or a leave of absence and he/she is absent for two (2) consecutive working days without notifying the Employer, except in cases of proven emergency. After such absence, the Employer will send notification by certified mail to the employee at his last known address as shown by his employment records that he has lost seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- G. A seniority list by department shall be updated and posted annually no later than July 1 of each year.

- H. Employees will be given credit for seniority accumulated when transferred from one job classification to another within the same department.
- I. If an employee is hired into another department, any seniority earned in the previous department shall be frozen until such time that the employee should return to that department.

ARTICLE VIII

Layoff and Recall

- A. The word "layoff" means a reduction in working force due to a decrease of work.
- B. When a reduction in force occurs, employees on probation and then the employee with the least seniority in the job classification affected will be the first to be laid off.
- C. No laid off employees will have any right to claim the job of a less senior employee in another classification unless he can meet the requirements for that job and can perform the job satisfactorily. The above shall apply to all layoffs other than a temporary reduction in force for no more than three days. For any reduction in force of three (3) days or less the Employer may fill the job affected at its discretion.
- D. When the working force is increased after a layoff, employees will be recalled in the reverse order of layoff. Notice of recall shall be sent to the employee at his last known address by registered mail or certified mail. The employee shall inform the administration in writing of his/her intent to return to work within five (5) days from receipt of the notice of recall. If there is not an acceptance in writing of such offer within five (5) days noted above the laid off employee shall be terminated.
- E. The employee to be laid off for an indefinite period of time will have seven (7) calendar days notice of layoff. The local union secretary and council shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- F. No hours shall be taken away from a regular bus driver and given to

a regular bus driver with lower seniority.

- G. When a driver's bus run is eliminated. He/she may bump the lowest senior driver whose length of run is less than or equal to that of the driver whose run was eliminated.
- H. Laid off employees may bump the least senior employee within his/her own classification (excluding special education routes).

ARTICLE IX

Vacancies and Transfers

1. A vacancy shall be defined as a newly created bargaining unit position or a present bargaining unit position that is not filled.
2. All job vacancies shall be posted for a period of five (5) working days. The posting shall include the qualifications and background needed.
3. Any employee may apply for the vacancy by signing the posting and personally calling or contacting the supervisor for an interview. The local president or chief steward may sign on behalf of any employee on vacation or paid sick leave; the officer must also inform the supervisor that he/she has signed on behalf of any employee.
4. Vacancies in all classification shall be filled by the most senior qualified employee. Qualification requirements shall be determined by the board and union.
5. The successful employee shall be notified within one (1) week following his/her selection. At the employer's discretion, a new assignment may not begin until all vacancies created by the original vacancy have been filled.
6. The employer agrees that all job vacancies shall, insofar as possible, be filled from within existing personnel resources.
7. An employee who is a successful bidder, may not bid on any job for twelve (12) months from the date of the successful bid. For the purpose of this agreement, the date of the notification of success would be sufficient. The twelve (12) month eligibility clause may be waived by mutual consent of the union and the employer.
8. An employee who has been granted a transfer to a vacancy may have a trial period in the new position not to exceed sixty (60) work days.

If, for any reason, the employee cannot meet the requirements of the new position, he/she may return to his/her former position. Trial periods shall not take place during June, July and August, but may be adjusted to accommodate the exceptions. During the trial period, a substitute employee may be hired for vacated positions, or if feasible, the board may by way of temporary transfer within the department move people up, by mutual agreement, so that a substitute is hired for the lowest classification.

9. In making temporary assignments in the custodial/maintenance department for the purpose of filling vacancies of employees who are absent more than five (5) consecutive days on vacation, absent because of illness, etc., the employer will offer the temporary vacancy to the full-time bargaining unit employee who meets the requirements before putting part-time employees in that position.

ARTICLE X

Working Conditions

- A. Medical Examinations - All maintenance and custodial employees are to submit to a physical examination by a physician chosen by the Board of Education prior to initial employment. The examination will be given at the expense of the School District.
- B. The Board of Education will pay for all bus driver physical examinations to the extent of the physical examination required by State law. The examination will be by a licensed physician. If the physician examination and medical services go beyond the physical examination needs prescribed by the State, the bus driver will be required to pay for said additional expenses.
- C. The Board of Education may also demand that additional physical examinations be taken during the year. The Board will pay for said medical services to the extent of the request by the Board.
- D. All bus drivers are required to attend school for bus driver training programs which are approved by the Board of education and/or the State of Michigan. Each driver will be paid their regular rate per class hour and mileage at the IRS rate per mile for use of the driver's personal vehicle from the meeting place as determined by the transportation supervisor. THE BOARD, AT ITS DISCRETION, MAY PROVIDE A SCHOOL VEHICLE.
- E. All bus drivers are required to have a valid State of Michigan Commercial Driver's License. The first commercial driver's license is a requirement for the position and shall be paid for by the driver. The Board of Education will pay for renewal of commercial driver's license fees.

ARTICLE XI

Sick Leave and Leaves of Absence

- A. All the full time and regular part-time employees shall earn sick leave for personal illness at the rate of one (1) day per month of employment or a prorated fraction thereof. Bus drivers shall earn one sick day per month, not to exceed ten (10) days a year. The unused sick leave days can be accumulated to an unlimited amount for the duration of continuous employment, provided that employees will not be paid for a day of sick leave before they have earned it.
- B. Leave of absence with pay chargeable against the employee's accumulative sick leave will be granted for the following:
1. Personal illness of the employee.
 2. Illness or emergency in the immediate family of the employees.
 3. Medical or dental appointments which cannot be taken care of outside of the employee's working hours.
 4. A maximum of three (3) days for the death of a relative, that is not chargeable to sick leave.
 5. A maximum of five (5) days for the death of a member of the employee's immediate family or relative who lives in the house of the employee, of which, two days will be charged to sick leave.
 6. An employee may be given a maximum of three (3) days to attend funeral services of a person whose relationship to the employee warrants such attendance. The employee is obligated to get approval of the administration prior to such leave.
 7. Any employee, who is absent because of an injury or illness compensable under the Michigan Worker's Compensation Law, shall have a choice of receiving only the Compensation Insurance payment or the Compensation Insurance payment and the difference

between the Compensation payment and his regular salary. If the employee chooses the payment of the difference by the Board, deductions will be made from the employee's accumulative sick leave days at a rate of one-fifth (1/5) day for each full day of absence until the accumulative sick leave has been used.

8. Additional absences shall result in deduction of pay on a per diem basis.

9. An employee, who is going to be absent must notify his/her supervisor at least one hour before starting time except in case of emergency.

C. Leaves of absence with pay not chargeable against sick leave shall be granted for the following:

1. The Board agrees that in the event of the death of a school employee, the School should extend the proper expression of sympathy which would include allowing some employees, who so desire, to attend the funeral services providing these services are held locally. Employees requesting such leave shall be required to give at least twenty-four hour notice that they would like to attend said service. The Board retains the right to determine the number of employees to be excused.

2. Absence when an employee is called for jury duty and required by law to serve on a jury, but payment shall be the employees normal pay less the jury pay excluding reimbursements for reimbursed travel pay and expenses. Employee shall furnish record of jury pay.

3. Court appearance as a witness in a case connected with the employees employment by the school, or in support of litigation initiated by the school.

4. Approved visitation at other schools or attendance at educational conference or conventions for which approval has been given in advance by the Board.
5. Time necessary to take mandatory physical examination as required by law.
6. Two days may be used for personal business providing that the employee requests such leave at least twenty-four (24) hours in advance; not more than two employees will be allowed to take said business day on same day, and no business day will be granted the day before or the day after a holiday or vacation period unless the employee proves that the business cannot be delayed to some other day. A personal business day can only be used for business that cannot be done at any other time. To use the personal business days, the employee will submit to the supervisor a personal business day request form with a written explanation for the requested day. Personal business days will not be charged against sick time. If unused, these personal days would become part of the employee's accumulated sick leave.

D. Definition of terms:

1. "Immediate family" - shall include father, mother, husband, wife, child, sister, brother, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-child and foster-child.
2. "Relative" - shall include grandparents, uncle, aunt, first cousin, niece, nephew and grandchild.
3. "Per Diem Basis" - shall be the daily pay rate of the employee.

ARTICLE XII

Working Hours

A. Custodial/Maintenance

1. The Board of Education, in consultation with the union shall determine the starting and ending time of all regular shifts on a normal work day.
2. The regular full day shall consist of eight (8) consecutive hours per day, Monday through Friday, forty (40) hours per week.
3. The normal week is forty (40) hours. All custodial/maintenance employees will be paid time-and-one-half for work exceeding forty (40) hours per week.
4. With thirty (30) minutes off for lunch, not included in the eight (8) hour period. The Board shall establish when the normal lunch period will be after consultation with the union.
5. Employees may take a rest break during each four (4) hour period; not to exceed fifteen (15) minute each. The Board shall establish when the normal break period will be after consultation with the union.
6. All Saturday and Sunday work shall be paid at the rate of time and-one-half.
7. Except as otherwise provided, all overtime shall be voluntary and shall be offered to the full time building employees on a seniority rotation basis. If none of these employees accept the overtime, it shall be offered to the full time employees on a district-wide seniority rotation basis. If none of these employees accept the overtime it shall be assigned to a regular

part-time employee on a seniority rotation basis. It is also agreed that when overtime is offered and the overtime is refused, the employee who refuses will still be credited the overtime as though he/she has worked it.

The custodial/maintenance supervisor and the union will equalize the overtime hours worked by the regular full time building employees.

8. Each Oakridge Educational Support Personnel MEA/NEA will receive time and one-half for the four hours worked for Christmas Eve and New Year's Eve afternoons.

B. Bus Drivers

1. The transportation supervisor and the union will equalize the number of extra trips taken by the regular drivers during the school year by using the seniority rotation basis. New drivers will be eligible for the extra trips at the beginning of a new roster.
2. All bus drivers will be paid time-and-one-half for work exceeding forty (40) hours per week.

ARTICLE XIII

Holidays

- A. Full time (12 month) custodial/maintenance shall receive the following holidays with full pay. Part time will also receive the following holidays at their pro-rated rate.

Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day
New Year's Day
Memorial Day
July 4th
Floating Holiday

The floating holiday must be scheduled at a time mutually agreeable to the employee and the supervisor. The floating holiday will not be granted for the day before or after a regular holiday or vacation period.

- B. Bus drivers shall receive the following holidays with full pay.

Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day
New Year's Day
Memorial Day
Good Friday

- C. If a holiday falls on a Saturday or Sunday when school is in session the employee will be paid for the holiday at straight time. If the

holiday falls on a Saturday or Sunday, when school is not in session, the employee will be given the following Monday off, or the Friday preceding the holiday with holiday pay.

ARTICLE XIV

Vacations

A. All full-time (12 month) and regular part-time (over 20 hours per week) custodial/maintenance employee shall earn vacation time according to the following schedule.

1 week after 1 year of service

2 weeks after 2 years of service

3 weeks after 7 years of service, 1 week during summer

4 weeks after 12 years of service, 2 weeks during summer

5 weeks after 20 years of service, 2 weeks during summer

Vacation pay hours for regular part-time custodial/maintenance employees shall be figured by dividing the number of hours worked in a year by the number of days worked during the same time period.

B. Vacations will be scheduled with the custodial/maintenance supervisor's discretion with preference given according to seniority. Vacation time shall be figured from seniority date rather than by the fiscal year. Up to forty (40) hours may be carried into the following year with the permission of the superintendent.

C. Vacation pay shall not exceed (40) hours pay at the regular rate of the employee's for each week of the vacation.

D. If an employee is laid off or retires, he will receive any unused vacation credit. A recalled employee, who received credit for vacation at the time of layoff, will have such credit deducted from his vacation the following summer.

E. Employees will not be given credit for vacation time during periods of leave of absence.

F. Regular part-time employees working less than twelve (12) months in any one fiscal year shall not be eligible for vacation pay.

ARTICLE XV

Compensation

A. Wages:

<u>HEAD CUSTODIAN</u>	<u>FULL-TIME</u>	<u>PART-TIME</u>
10 - 11.80	10 - 11.56	10 - 9.77
9 - 11.56	9 - 11.30	9 - 9.52
8 - 11.30	8 - 11.05	8 - 9.27
7 - 11.05	7 - 10.79	7 - 9.02
6 - 10.79	6 - 10.54	6 - 8.76
5 - 10.54	5 - 10.29	5 - 8.51
4 - 10.29	4 - 10.03	4 - 8.26
3 - 10.03	3 - 9.77	3 - 8.00
2 - 9.77	2 - 9.52	2 - 7.75
1 - 9.52	1 - 9.27	1 - 7.49

* Employee moving categories ie., Part-time to full-time and full-time to head custodian will move to the equal hourly rate, through their trial period. Upon successful completion of trail period, employee will move up one step. Employee may advance to a higher step due to experience at the discretion of the supervisor.

* Casual employees will receive Step 1, Part-time rate, and receive annual increase, but no step increases. Casual employees/Seasonal employees are those not included in the bargaining unit.

A. BUS DRIVERS

- 10 - 10.78
- 9 - 10.53
- 8 - 10.28
- 7 - 10.03
- 6 - 9.78
- 5 - 9.53
- 4 - 9.28
- 3 - 9.03
- 2 - 8.78
- 1 - 8.53

1. The salary schedule for 1994-95, and 1995-96 will be determined by using 1993-94 indices, with those indices being adjusted by the county average. "County average" will be determined as of June 1, 1994, and June 1, 1995 respectively.

The calculations of county average for these years will exclude the high and the low base changes, and MAISD.

- B. Downtime - The down-time (non-driving hours of employment) will be paid at the regular hourly rate as established in the pay schedule for the duration of the contract.
- C. Double Runs - Drivers will be paid for an additional 45 minutes for taking a requested double run.
- D. Washing Buses - Drivers will be paid for three hours labor each month for washing buses. Pay will be the driver's regular hourly rate. Bus wash slips for the nine bus washes will be given out at the beginning of each year.
- E. Experience Credit - Employee's under this contract who are new to the

Oakridge District may be allowed credit for experience in other districts at the option of the Administration.

- F. Full payment will be paid for in-district runs according to hours worked.
- G. If bus drivers are asked to take their buses for repairs during the summer months, they will be paid their regular hourly wages.
- H. A bus driver will receive \$4.50 per meal for some all day trips to be determined and approved by the Transportation Supervisor.
- I. All employees will receive a non-transferable activity pass for self and one guest for all home team athletic events, plays and performances, excluding student sponsored or student fund raising activities and other activities and other activities not covered where employee attendance would cost the school or a school connected organization loss of revenue or added expense.
- J. The Board will pay a driver at the regular rate for a bus disciplinary conference held with parents and called by the Transportation Supervisor.
- K. The Board will provide each driver with a flashlight including batteries as needed to be kept in the bus.
- L. All bargaining unit members will receive time and one-half for the four hours worked for Christmas Eve and New Year's Eve afternoons.
- M. Bus drivers shall be paid their regular hourly wage for any meetings they are required to attend.
- N. Mileage will be paid equal to the current allowance, as established by the Internal Revenue Service.

O. Longevity payment:

1. The following longevity payment will be in effect for all bargaining unit members for the duration of this contract.

10 to 15 years of service ---- 3%

16 to 20 years of service ---- 4%

21 years and over ----- 5%

Longevity will be computed on an individual's base rate, (hourly wage) x total number of regular hours worked, including holidays and vacations, per year x appropriate percentage listed above. Payment will be made upon the completion of a year of employment in June and will be computed on that year's base rate. In the event of termination (re: illness, retirement) the employee's longevity will be figured on the employee's base rate x the number of hours earned to date of termination x the longevity percentage listed above. For the purpose of this Article, the school fiscal year of July 1 to June 30 will be used, with payment in the last paycheck in June. Individuals will become eligible for longevity payment the year following the completion of ten (10) years of service. To qualify for a year's service, a person shall have worked a minimum of six months; (EXAMPLE; A person hired in the period between July 1, 1968 to December 31, 1968 will receive their first payment in July 1979; likewise, a person hired from January 1969 to December 31, 1969 will receive their first payment in July, 1980.)

P. RETIREMENT - Any Employee who retires under the Michigan Public Schools Employee Retirement System shall be paid as follows for any accumulated sick leave he/she has earned:

First 100 days \$ 7.00/day

101 - 150 days 8.50/day

151 - 200 days	10.00/day
201 - 250 days	11.50/day
251 + days	13.00/day

ARTICLE XVI

Fringe Benefits

- A. The Board shall provide without cost to each full-time custodial/maintenance employee who works full-time the following MESSA-PAK for a full twelve (12) month period for the employee and his/her entire family and any another eligible dependents as defined by MESSA. The employer shall sign an Employer participation agreement. Full-time custodial/maintenance employees not electing MESSA-PAK Plan A will select MESSA-PAK Plan B. Any contribution amounts exceeding the Employer's subsidy may be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

Effective December, 1993, the MESSA PAK shall be as follows:

PLAN A - For all full-time custodians needing health insurance:

Super Care 1	(Board pays the deductible to the employee)
Delta Dental Plan	E/007 (80/80/80/1300); Sealant Rider, COB
Negotiated Life	\$30,000.00; AD & D, WOP
Vision	VSP-3 Plus, COB

PLAN B - For full-time custodians not electing health insurance:

Delta Dental Plan	E/007 (80/80/80/1300); Sealant Rider, COB
Negotiated Life	\$30,000.00; AD & D; WOP
Vision	VSP-3 Plus, COB

In addition, those selecting Plan B may apply \$120.00 toward any MESSA or MEA-FS tax free option(s), including MEA-FS tax-sheltered annuities.

- B. The Board shall provide without cost to each part-time custodial/maintenance employee and each regularly employed bus driver working more than three (3) hours per day the following MESSA-PAK Plan

C for a full twelve (12) month period for the employee and his/her entire family (except where noted) and any other eligible dependents (except where noted) as defined by MESSA. The employer shall sign an Employer participation agreement.

Regular part-time custodial/maintenance employees and regular bus drivers not electing MESSA-PAK Plan C will select Plan D. Any contribution amounts exceeding the Employer's subsidy may be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

PLAN C - For part-time custodians and all bus drivers needing Health Insurance:

Super Care 1 - (employee only; Board pays deductible to the employee)

Delta Dental Plan - E/007 (80/80/80/1300); Sealant Rider, COB

Negotiated Life - \$30,000.00 AD & D; WOP

Vision - VSP-3 Plus; COB

PLAN D- For part-time custodian and bus drivers not electing Health Insurance:

Delta Dental Plan - E/007 (80/80/80/1300); Sealant Rider, COB

Negotiated Life - \$30,000.00 AD & D; WOP

Vision - VSP-3 Plus; COB

In addition, those selecting Plan D may apply \$60.00 toward any MESSA or MEA-FS tax free option(s), including MEA-FS tax sheltered annuities.

C. In the event a custodian has started a new contract year and exhausts their paid sick leave, the above fringe benefits shall continue uninterrupted until the following July 31st. In the event a custodian is unable to start the contract year due to a paid or unpaid sick leave, the above fringe benefits shall continue uninterrupted until

the following December 30. The Board shall have no obligation to pay any premiums during a leave of absence other than a sick leave.

- D. In the event a bus driver has started a school year and exhausts his/her paid sick leave, the above medical insurance shall continue uninterrupted until the following June 30th. In the event a bus driver is unable to start the school year due to a paid or unpaid sick leave, the above medical insurance shall continue uninterrupted until the following January 31st. The Board shall have no obligation to pay premiums during a leave of absence other than sick leave.
- E. Except as otherwise provided in this agreement, regular part-time custodial-maintenance employees scheduled to work twelve (12) months per year shall be entitled to all benefits on a pro-rata basis in accordance with the number of hours scheduled to work per day or week.
- F. Regular part-time employees working less than twelve (12) months in any one fiscal school year shall be entitled to all the benefits on a pro-rata basis in accordance with the number of hours scheduled to work per day, week or year for the months normally worked during the year.

ARTICLE XVII

Miscellaneous

- A. This agreement shall be binding upon parties hereto, any school district which succeeds the employer, or any successor to the Union. It is understood that the employer shall not use any leasing device to a third party to evade this contract. The Union agrees that the employer has the right to hire part-time and/or seasonal custodial and maintenance employees, and to establish the wages, hours and working conditions for said part-time and seasonal employees.
- B. Those employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs or health conditions as defined by the city, county, or state health authorities, will not be paid for such days. Such employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular daily rate of pay. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days. This provision is subject to the laws of the State of Michigan and the school calendar agreed to by the Oakridge Board of Education. If, during the duration of this agreement, the law changes bus drivers will be paid for days officially closed because of hazardous driving conditions.
- C. During the terms of this agreement neither the Union nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a bus driver from his/her duties, or stoppage of work or abstinence in whole or in part, from

the full, faithful and proper performance of the driver's duties of employment) for any purposes whatsoever.

ARTICLE XVIII

Duration of Agreement

This Agreement shall be from July 1, 1993 and shall continue in effect until June 30, 1996. While negotiations on a new agreement are in process, this Agreement will remain in full force and effect until superseded by the new Agreement, Unless terminated by written notice given to the other party ten (10) days prior to the date of proposed termination, which may be any date on or after June 30, 1996.

Oakridge Public Schools

The Union and Board further agree to the use of "Letters of Agreement" to address contractual item that brings undo hardship upon either party due to circumstances outside of either control.

Signed this 16th day of November, 1993.

Board of Education

Signed *Adeline J. Bird*
Its President

Signed *Walter J. Baker*
Its Secretary

Oakridge Educational Support Personnel MEA/NEA

Signed *Kenneth E. Morrison* 11-8-93
Its President

Signed *Deborah J. McCombs* 11-8-93
Its Secretary

STATEMENT OF GRIEVANCE
Oakridge Educational Support Personnel Association, MEA/NEA

Directions: Deliver a copy of this grievance to the immediate supervisor and the steward.

1. **GRIEVANT:** (The "grievant" is the person or persons making the claim and may be an employee or a group of employees.)

2. **Date** the grievant discovered the alleged violation of the Agreement:

3. **Date** this grievance is filed: _____

4. **Contract violation:** (The number and title of any and all articles of this Agreement alleged to have been violated and, by appropriate reference, the sections and paragraphs of such articles alleged to have been violated.)

5. **Statement of grievance:** (A full statement of the facts giving rise to the grievance and the contention of the grievance or grievant(s) as to how the facts indicate violation of this Agreement.)

6. **Relief requested:** _____

7. **Signature of grievant(s):** _____

Date: _____

8. Step One - Response of Immediate Supervisor

Granted or denied: _____

If denied, reasons: _____

9. Step Two - Superintendent

Date submitted to Superintendent: _____

Granted or denied by Superintendent: _____

If denied, reasons: _____

10. Step Three - Board

Date submitted to President or Secretary of the Board: _____

Reason for appeal to Board: _____

Granted or denied by Board: _____

If denied, reasons: _____

APPENDIX B

Job Classification

1. Head Custodian

A head custodian is the custodial/maintenance employee who is in charge of the entire maintenance and custodial operation (and all other custodial/maintenance employees) for a particular building or buildings. The HEAD CUSTODIAN is responsible to the maintenance supervisor, building principal, and superintendent. He lacks the authority to hire or discharge employees. (See job description)

2. Custodial/Maintenance Workers

All other full-time custodial/maintenance employees shall be classified as custodial/maintenance workers. These custodial/maintenance employees shall be responsible to the HEAD CUSTODIAN, building principal, maintenance supervisor and superintendent.

3. Custodial Workers

All other regular part-time employees shall be classified as custodial workers. These custodial employees shall be responsible to the HEAD CUSTODIAN, building principal, maintenance supervisor and superintendent.

4. During the life of this contract, the District shall review all job descriptions and job expectations; and with the consultation of the employees of the bargaining unit shall update all job descriptions and job expectations.

APPENDIX C

Bus Discipline

Drivers shall maintain reasonable and orderly discipline on their buses.

- A. Minor misbehavior problems shall be handled by the Bus driver. Warning slips will be issued to students when necessary. The parent or guardian of the student must sign the slip for the student to board the bus the next day. If parent refuses to sign the slip the matter should be turned over to the building principal.
- B. Persistent misbehavior or problems that may require a student to be denied bus riding privileges shall be discussed with the building principal.
- C. In the case of a student being denied riding privileges, it shall be the responsibility of the building principal to inform the child and to contact the child's parent or guardian.
- D. Corporal punishment of children by the drivers shall not be permitted.

APPENDIX D

Head Custodian - Senior High School

A building lead custodian is the custodial-maintenance employee who is in charge of the entire maintenance and custodial operation and all other custodial-maintenance employees for a particular building or buildings. The building lead custodian is responsible to the maintenance supervisor, building principal, and superintendent. The lead custodian lacks the authority to hire or discharge employees. The lead custodian's job responsibilities shall be but not limited to the following:

1. The building lead custodian is responsible for the maintenance and cleanliness of the building. Building shall be checked once per week for cleanliness and maintenance needs. The building lead man shall report all problems to the supervisor who shall discuss it with the personnel involved.
2. All cleaning, sweeping, scrubbing, waxing, cleaning walls, windows, fixtures, lights, furniture, trash removal, and disposal, etc.
3. Snow removal: walks, steps, entranceways, pedestrian areas, and salt walks as needed. Building security: locking doors, windows, entranceways, and securing all areas shall be the responsibility of the last shift workers at the end of the day.
4. Unloading, loading and receiving supplies both for instructional purposes and operational purposes.
5. Setting up equipment for special events, elections, meetings, and public events.
6. The custodial operations and maintenance are considered inter-related and not separate functions. The lead custodian must be able to do minor

maintenance in plumbing, electricity, and should have a working knowledge of the boiler and heating systems.

7. The Senior High lead custodian must take care of all turf areas: football fields, baseball fields, running track and all watering systems, tennis court, parking lot, etc.
8. Care of and minor maintenance on any and all equipment used by the grounds maintenance section and any or all duties deemed necessary to the successful operations of the school district. Develop a preventive maintenance schedule with the maintenance supervisor.
9. Also part of the lead custodian's operation is to assist in the inter-school transfer of supplies, mail, equipment and other items of importance.
10. Other duties as may be assigned by the supervisors.

Other qualifications:

- a. Must be able to lead employees in the building.
- b. Must have experience, if possible, as a building lead custodian.
- c. Must dress appropriately. The board will furnish two (2) uniforms per year. All custodians will wear their uniform while on duty.
- d. Must be able to work well with all other employees and students.
- e. Must take pride in his work and the work of those in his charge.
- f. Must relate well to the persons superiors and their directions.
- g. Must have ability to understand and follow simple oral and written directions and must have the ability to read and write.

Head Custodian - Middle School

A building lead custodian is the custodial-maintenance employee who is in charge of the entire maintenance and custodial operation and all other custodial-maintenance employees for a particular building or buildings. The building lead custodian is responsible to the maintenance supervisor, building principal, and superintendent. The lead custodian lacks the authority to hire or discharge employees. His job responsibilities shall be but not limited to the following:

1. The building lead custodian is responsible for the maintenance and cleanliness of the building. Building shall be checked once per week for cleanliness and maintenance needs. The building lead man shall report all problems to the supervisor who shall discuss it with the personnel involved.
2. All cleaning, sweeping, scrubbing, waxing, cleaning walls, windows, fixtures, lights, furniture, trash removal, and disposal, etc.
3. Snow removal: walks, steps, entrances, and pedestrian areas, and salt walks as needed. Building security: locking doors windows, entrances, and securing all areas shall be the responsibility of the last shift workers at the end of the day.
4. Unloading, loading, and receiving supplies both for instructional purposes and operational purposes.
5. Setting up equipment for special events, elections, meetings, and public events.
6. The custodial operations and maintenance are considered inter-related and not separate functions. The lead custodian must be able to do minor maintenance in plumbing, electricity, and should have a working knowledge of the boiler and heating systems.
7. The Middle School lead custodian must take care of all turf areas:

baseball and softball fields, playground, equipment and all watering systems, etc.

8. Care of and minor maintenance on any and all equipment used by the grounds maintenance section and any or all duties deemed necessary to the successful operation of the school district. Develop a regular preventive maintenance schedule with the maintenance supervisor.
9. Also part of the lead custodian's operation is to assist in the inter-school transfer of supplies, mail, equipment and other items of importance.
10. Other duties as may be assigned by the supervisors.

Other qualifications:

- a. Must be able to lead employees in his charge.
- b. Must have experience, if possible, as a building lead custodian.
- c. Must dress appropriately. The board will furnish two (2) uniforms per year. All custodians will wear their uniform while on duty.
- d. Must be able to work well with all other employees and students.
- e. Must take pride in his work and the work of those in his charge.
- f. Must relate well to the workers superiors and their directions.
- g. Must have ability to understand and follow simple oral and written directions and must have ability to read and write.

Head Custodian - Carr & Wolf Lake Elementary

A building lead custodian is the custodial-maintenance employee who is in charge of the entire maintenance and custodial operation and all other custodial-maintenance employees for a particular building or buildings. The building lead custodian is responsible to the maintenance supervisor, building principal, and superintendent. The lead person lacks the authority to hire or discharge employees. The lead custodians job responsibilities shall be but not limited to the following:

1. The building lead custodian is responsible for the maintenance and cleanliness of the building. Building shall be checked once per week for cleanliness and maintenance needs. The building lead man shall report all problems to the supervisor who shall discuss it with the personnel involved.
2. All cleaning, sweeping, scrubbing, waxing, cleaning walls, windows, fixtures, lights, furniture, trash removal, and disposal, etc.
3. Snow removal: walks, steps, entrances, pedestrian areas, and salt walks as needed. Building security: locking doors, windows, entrances, and securing all areas shall be the responsibility of the last shift workers at the end of the day.
4. Unloading, loading receiving supplies both for instructional purposes and operational purposes.
5. Setting up equipment for special events, elections, meetings, and public events.
6. The custodial operations and maintenance are considered inter-related and not separate functions. The lead custodian must be able to do minor maintenance in plumbing, electricity, and should have a working knowledge of the boiler and heating systems.

7. Wolf Lake and Carr lead custodians must take care of all turf areas: playgrounds, equipment and watering systems, etc.
8. Care of and minor maintenance on any and all equipment, and any or all duties deemed necessary to the successful operation of the school district. Develop a regular preventive maintenance schedule with the maintenance supervisor.
9. Also part of the lead custodian's operation is to assist in the inter-school transfer of supplies, mail, equipment and other items of importance.
10. Other duties as may be assigned by the supervisors.

Other qualifications:

- a. Must be able to lead employees in the building.
- b. Must have experience, if possible, as a building lead custodian.
- c. Must dress appropriately. The board will furnish two (2) uniforms per year. All custodians will wear their uniform while on duty.
- d. Must be able to work well with all other employees and students.
- e. Must take pride in his work and the work of those in his charge.
- f. Must relate well to all superiors and their directions.
- g. Must have ability to understand and follow simple oral and written directions and have an ability to read and write.

Full Time Custodial Workers

A custodial worker performs routine building cleaning tasks and light duty maintenance work; does related work as required.

This is repetitive manual work requiring efficient performance of skilled building cleaning and light maintenance of the equipment and building. An employee in this class works under the supervision of building lead man on routine, reoccurring assignments. The worker shall be responsible for the building and its contents, receiving instruction on each new or unusual assignment.

Examples of work: (illustrative only) Work in this classification shall include but not be limited to the following:

1. Dust mop, vacuum, and/or sweep all floor surface assigned each night.
2. Scrub, wax and buff floors as per schedule by the supervisor.
3. Dust each room at least twice per week, dispose of waste paper, trash, clean walls, and related areas.
4. Clean blackboards, desks and tables at least twice per week (especially in lower grades).
5. Replace burned out light bulbs as needed.
6. Clean windows regularly.
7. Prepare building for any scheduled evening activities. Provide necessary equipment.
8. Be readily available to render services when activities are held in the building during the evening, but not necessarily observing the activity, such as athletic events.
9. Keep debris free from beneath the bleachers, sweep after all events.
10. Pick up and replace equipment in proper area and in orderly condition e.g. chairs, mats, etc.
11. Unload freight.

12. Small electrical repairs.
13. Small plumbing repairs.
14. Assist the building lead man in sprinkling and yard upkeep when necessary and signed by the supervisor.
15. Be observant of physical state of the building and grounds. Correct immediately any deficiencies or irregularities.
16. When regular evening housekeeping chores are completed, select a special project to work on which will improve the physical appearance or condition of the building as assigned by the building lead man and/or supervisor.
17. Secure the building at close of duty shift.
18. Turn off lights in rooms and areas cleaned each day.
19. Lower thermostats during winter if necessary.

Other qualifications:

- a. Must be able to work well with all employees and students.
- b. Must dress appropriately. The board will furnish two uniforms per year. All custodians will wear their uniform while on duty.
- c. Must relate well to the workers superiors and their directions.
- d. Must have ability to understand and follow simple oral and written directions and have ability to read and write.

Regular Part-Time Custodial Workers

Regular part-time custodial workers perform routine building cleaning tasks and light duty maintenance work; does related work as required.

This is manual work requiring efficient performance of skilled building cleaning and light maintenance of the equipment and building. An employee in this class works under the supervisor of the building lead man on routine reoccurring assignments. The worker shall be responsible for the building and its contents, receiving instruction on each new or unusual assignment.

Examples of work: (illustrative only) Work in this classification shall include but not be limited to the following:

1. Dust mop, vacuum and/or sweep all floor surface assigned to him each night.
2. Scrub, wax and buff floor as scheduled by the supervisor.
3. Dust each room at least twice per week, dispose of waste paper and trash, clean walls and related areas.
4. Clean blackboards, desks and tables regularly at least twice per week (especially in lower grades).
5. Help prepare building for any scheduled evening activities.
6. *Maintain restrooms e.g. disinfect urinals, commodes, clean lavatory, mop floors each day.
7. Be readily available to render service when activities are held in the building.
8. Pick up and replace equipment in proper area and in orderly condition e.g. chairs, mats, etc.
9. Unload freight.

10. Assist the building lead man in sprinkling and yard upkeep when necessary.
11. Be observant of physical state of the building and grounds, report all irregularities to supervisor.
12. When regular evening housekeeping chores are completed, start a special project to work on which will improve the physical appearance or condition of the building as assigned by building lead custodian and/or supervisor. Secure the building at close of duty shift.
13. Secure the building at close of duty shift.

Other qualifications:

- a. Must be able to work well with all employees and students.
- b. Must dress appropriately. The board will furnish two (2) uniforms per year. All custodians will wear their uniform while on duty.
- c. Must relate well to his superiors and their directions.
- d. Must have ability to understand and follow simple oral and written directions and have ability to read and write.

*Work to be done by those who do locker rooms and restrooms.

APPENDIX E

WORKLOAD AND ASSIGNMENT

1. Definitions

Run - A "run is the transportation of students from a pick up point to and/or from school to the designated drop-off point.

In-District Shuttle - An "in-district shuttle" is the transportation of students between and/or among school locations where school classes, programs, activities and/or events are to be held for the students of school district as part of students instructional day. If the driver remains at the site, the shuttle shall be classified as a field trip.

Out-of-District Run - An "out of district run". is the transportation of students on a daily basis from school locations to sites outside of the school district boundary where school classes, programs, and/or events are held for students and are part of the student's instructional day. The driver returns home after delivering the students, and then returns to pick up the students.

Kindergarten Run - A "kindergarten run" is the scheduled transportation of kindergarten students at mid day.

Special Education Run - A "special education run" is the scheduled transportation of special education students; may include PPI students.

PPI Run - A " PPI run" is the scheduled transportation of pre-primary impaired students; may include special education students.

Sport Run - A "sport run" is the transportation of students to and from an athletic contest. This includes teams and spectators. These runs are not considered field trips.

Field Trip - A "field trip" is the transportation of students from a

school location to a site outside and inside the school district boundary. The driver remains at the site and returns with the students. If the driver does not remain at the site the "field trip" shall be classified as an in-district shuttle.

Regular Substitute Driver - A regular substitute driver is a regular driver who substitutes for another regular driver.

Casual Substitute Driver - A casual substitute driver is not in the bargaining unit and has no rights under this collective bargaining agreement.

2. All run/shuttle/trips defined in section 1 above shall be assigned to regular drivers. If no regular driver is available the district may assign a casual substitute driver.
3. Kindergarten field trips shall only be driven by regular Kindergarten drivers.
4. During the month of August preceding each school year, drivers shall meet to select available regular runs, kindergarten runs, in-district shuttles, out of district runs, PPI runs, and special education runs by seniority bid. All drivers including those on layoff or those returning from leave are entitled to participate and exercise their seniority to select runs and/or shuttles as named above. A driver has the option of keeping the same run and/or shuttle he/she drove the previous school year.
5. Runs/shuttles becoming vacant during the school year shall be posted for bid by seniority. The transportation supervisor shall call a meeting of all drivers who will have the opportunity to bid by seniority on any run/shuttle assignment that is vacated because of the acancy. No changes in assignment shall occur until all vacancies in the chain are filled. The final vacancy may be temporarily

filled by a substitute driver when there are not enough regular drivers to fill all the vacancies. A vacancy may be filled by a substitute for no more than twenty (20) work days.

6. Sport runs and field trips shall be posted separately and be separate rotation lists.
7.
 - a. Drivers who wish to drive sport runs and/or field trips must sign up at the beginning of each school year on a separate list for each.
 - b. Each list of names shall be arranged in order of seniority and assignments made therefore beginning with the most senior driver and then in order of seniority from there on. If two (2) or more field trips are posted for the same day the choices shall be in order of seniority.
 - c. If a sport run or field trip is turned down it shall be assigned to the next driver in rotation. The driver who turned down the trip must wait until the next time his/her name comes up in rotation.
 - d. New regular drivers will be eligible for sports runs and field trips at the beginning of a new roster.
 - e. Scheduled sport runs may be traded if they are listed on the sports roster. The supervisor must be notified of the trade. Sport runs not appearing on the sports roster may not be traded.
 - f. Any error in the assignment of trips shall be corrected only through assignment of the next available trips. The effected driver has five (5) working days to inform the supervisor in writing that an error was made.
8.
 - a. The qualification to serve as a kindergarten run regular substitute driver is that the prospective regular substitute

driver must have learned all the kindergarten routes. Time spent learning the runs shall be paid at the driver's regular rate.

- b. A kindergarten regular substitute driver shall continue to drive the run until the regular driver for that run returns. If the regular substitute driver is not available to drive the run, the assignment then is given to the next available driver on the seniority list. The only exception to the above is if the regular substitute driver has a death in the family or is ill.
9. If a driver has been assigned a non-roster sports run or a field trip and cannot take the run because of illness he/she must wait until the next time their name comes up in rotation.
10. Except for an emergency, drivers shall be notified of their assignment at least twelve (12) hours in advance.
11. No hours shall be taken away from a regular bus driver and given to a regular bus driver with lower seniority.
12. If a regular substitute driver is needed for any regularly scheduled shuttle run it shall always be offered first to the most senior regular driver. In the event the most senior regular driver turns down the offer, it shall then be offered to the next most senior driver, and so forth in descending order of seniority until a regular substitute driver from the bargaining unit is found.
13. All bus drivers will be paid time-and-one-half for working exceeding forty (40) hours per week.
14. All school vans, when used to transport students to school and home from school on a daily basis, shall be driven by regular driver. These drivers will have a chaf. license and attend advance bus driver school.

