

**ADDISON SUPPORT PERSONNEL ASSOCIATION****AGREEMENT**

This Agreement is made and entered into this 1st day of July 2016, by and between the Addison Community Schools Board of Education (hereinafter called the "Board") and the Addison Support Personnel Association, (hereinafter called the "Association").

**ARTICLE I: Recognition****A. Inclusion and Exclusions**

The Board recognizes the Association as the sole and exclusive bargaining representative for custodians, but excluding all substitutes, supervisory and confidential employees.

**B. Employee/Bargaining Unit Member Defined**

Unless otherwise indicated, use of the term "Employee"/"Bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

**C. Categories Defined**

Within the various classifications of bargaining unit members covered herein there shall be the following categories:

- (1) **Full Time:** A bargaining unit member who is regularly employed at least thirty (30) hours per week.
- (2) **Part Time:** A bargaining unit member who is regularly employed less than thirty (30) hours per week.
- (3) **Probationary:** A bargaining unit member who is employed to fill a full-time or part-time position for a trial period of ninety (90) calendar days.
- (4) **School-Year Bargaining Unit Members/Employees:** Bargaining unit members whose employment follows the school calendar.
- (5) **Full-Year Bargaining Unit Members/Employees:** Bargaining unit members who are employed to work on a twelve (12) month schedule.

**D. Days Defined**

All reference to "days" shall mean working days exclusive of Saturdays, Sundays or holidays unless otherwise specified.

**ARTICLE II: Board Rights**

- A. The Board retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. 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, building and grounds, operations and to direct the working forces and affairs of the Employer.
  2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
  3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, promote, suspend, layoff, and discharge employees, transfer employees, determine the size of the work force.
  4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation.
  5. Determine positions, qualifications, job descriptions, performance expectations, evaluation content and procedures, and position requirements, of its employees.
  6. Determine the policy affecting the selection of employees.
  7. The Board shall continue to have the right to establish, modify, or change any condition except those covered by the specific provisions of this agreement.
  8. Establish reasonable rules, policies and regulations.
  9. Determine the policies affecting the selection, testing or training of employees.
- B. The Board reserves unto itself the right to determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, or other facilities.
- C. The Board reserves unto itself the right to determine the district's financial policies, including all accounting procedures, and all matters pertaining to public relations. The Board reserves unto itself the right to determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- D. The listing of specific Board Rights in this Agreement is not intended to be, nor shall be restrictive of, or a waiver of, any rights of the Board not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- E. The rights of the Board shall not be exercised in violation of this Agreement.

<b>ARTICLE III: Employee/Association Rights</b>
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**A. School Building Use**

The Association and its members may use the Board of Education building facilities at reasonable times and hours for meetings as long as it does not interfere with the job responsibilities of district employees, operations including student instruction and extra curricular activities, when such buildings are available. Such use of the building for Association meetings must be arranged for with the building principal in advance. The administration retains the right of room assignment.

**B. School Equipment Use**

The Association has the privilege, with permission by the persons responsible, to use meeting facilities and office equipment of the schools, including typewriters, duplicating equipment, calculating machines, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided those operating the equipment are skilled and knowledgeable in its operation and expendable materials will be furnished by the Association. The Association will be responsible for any cost and/or damages that may be incurred as a result of such use.

**C. Posting Notices and School Mail**

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building and the Association shall have the right to use the Interschool mail carrier system to send notices and other Association information to members.

**D. Providing Information**

The Board agrees to furnish to the Association, in response to reasonable requests, available information concerning the financial resources of the District, the adopted/amended budget, and such other specified information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the employees, in preparing for grievances and for negotiations.

**E. Payroll Deduction of Dues**

Per House Bill 4929, payroll deduction of union dues is no longer permitted.

**F. Released Time for Grievances/Negotiations**

Association representatives shall not lose time or pay for authorized time spent in investigating complaints and/or handling grievances, or negotiations during their regular scheduled working hours, after receiving authorization from their immediate supervisor. The employee shall not be required to make up any lost time if their job responsibilities are completed that day. The Superintendent may limit the amount of time authorized in this section and shall not be subject to the grievance process.

By July 1 of each year the Association shall provide the Superintendent the names of the employees who shall be authorized for released time under the terms of this section and shall not exceed two (2) unit members and the Association President.

**G. The rights granted herein to the Association shall not be granted or extended to any competing labor organization to the extent provided by PERA.**

H. **Representation**

An employee shall be entitled to have an Association representative present in any meeting with his/her supervisor or a representative of the Employer in which the employee is to be disciplined or in which the Employee is under investigation which could lead to discipline against the employee. When a request for such representation is made, no action shall be taken until a representative can be present unless the circumstance warrants immediate action.

I. **Just Cause**

Non-probationary employees shall not be disciplined or discharged, without just cause. The term "discipline" includes, but not limited to, verbal warnings, written reprimands, suspensions with or without pay and dismissal. All warnings, reprimands, suspensions and dismissals shall be in the form of a formal letter or memo with the signature of the administrator taking the action. A copy of a written warning, reprimand, suspension or dismissal shall be given to the bargaining unit member.

J. **Progressive Discipline**

Due process procedures will be followed in disciplinary actions which may include verbal warnings, written reprimands, suspensions with or without pay, or dismissal. However, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated said action and; therefore, may begin at the dismissal or intermediate level.

K. **Files and Records**

1. An employee shall have the right to review the contents of all records, excluding initial references, of the district pertaining to the employee originating after initial employment and to have a representative of the Association accompany the employee in the presence of the employer in such review.
2. Employee's shall have an opportunity to review written material placed in their personnel file.

L. **Assault**

Any case of assault upon a bargaining unit member, related to his/her employment in the school system, shall be promptly reported to the Board or its designated representative. The Board shall provide reasonable assistance to the bargaining unit member of his/her rights and obligations with respect to such assault, in accordance with the district's liability policy and to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities.

M. **Copies of Agreement**

The Board will furnish a copy of this agreement to each employee in the bargaining unit and to each new employee, as hired. The Association shall provide two (2) ratified copies of this Agreement, on disk, to the Administration.

N. **Association Leave Days**

The Board agrees to furnish the Association with five (5) paid leave days each year for the use of Association officers or other members as designated by the Association president. The use of these association days will be for the purpose of conducting association business, and requires three (3) days advance written notice to the superintendent, except in emergencies. These Association leave days may be taken on either a half day or a full day basis.

**ARTICLE IV: Probationary Period And Seniority****A. Probationary Period**

An employee shall be in a probationary status for the first ninety (90) calendar days of employment. The probationary employee shall be subject to immediate dismissal at any time prior to the conclusion of the probationary period upon the recommendation of the immediate supervisor and the Superintendent. Said dismissal shall not be subject to the grievance procedure. If the probationary period is extended due to extenuating circumstances by a maximum of fifteen (15) days worked, notice shall be given to the Association. If the employee is subsequently retained, then any increase in wage shall be paid retroactive to the 91st day.

**B. Seniority Defined**

Seniority shall be defined as the length of an employee's continuous service in a permanent position within the Addison Community School District. Seniority shall be lost by the bargaining unit member upon resignation, retirement or termination.

**C. Date of Hire**

Upon fulfilling the probationary period an employee shall be credited with seniority rights from the date of first day worked.

**D. Classifications**

The bargaining unit's classification shall be:

Custodians

**E. Seniority by Classifications**

Seniority may be exercised only within the classification in which it is accumulated unless otherwise specified in this Agreement. Movement from one classification to another shall not terminate seniority the employee has accumulated in any other classifications during that employee's current period of employment.

**F. Ties**

In the event more than one employee has the same length of service in a seniority classification, seniority ranking shall be first determined by total years of service in the district. If a tie still exists employees shall be ranked in order of the highest four digit numbers taken from the last four digits of each employee's social security number.

**H. Seniority Lists**

The Employer shall, within five (5) days upon written request from the Association, prepare and maintain a seniority list showing the length of service each member has accumulated within the classifications with the Employer. Two (2) copies shall be furnished to the President of the Union once each year. Each employee shall receive a copy of the seniority list of those employees in his/her classification once each year by December 1<sup>st</sup>.

See Appendix B: Seniority List

<b>ARTICLE V: Vacancies, Transfers And Assignments</b>
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**A. Vacancy Definition and Posting**

A vacancy shall be defined as a newly created position, or a present position that is not filled, which the Board intends to fill. Whenever any vacancy in any classification in the district occurs, the Board shall publicize the same by giving written notice of such vacancy to the Association with copies to be posted on all employee bulletin boards for a period of ten (10) working days. All vacancies shall be filled within thirty (30) days of the expiration of the posting. Said posting shall contain the following information:

- |                              |                                                                |
|------------------------------|----------------------------------------------------------------|
| 1. Classification            | 4. Number of Hours to be Worked                                |
| 2. Location of Work          | 5. Qualifications/Job Description/<br>Performance Expectations |
| 3. Anticipated Starting Date |                                                                |

Copies of postings will be sent to the local Association President at the time of posting. The Association may then notify school year employees of vacancies occurring during the school summer vacation period. Interested employees may apply in writing to the Superintendent or his designee within the ten (10) day posting period.

**B. Filling**

Vacancies shall be filled with the most qualified applicant after consideration of the factors listed below. These factors are all equal in status.

- A. Seniority
- B. Work history and experience
- C. Ability to perform work available
- D. Performance evaluations
- E. Attendance history

**C. Tie**

When a new position becomes available, if two candidates are equally qualified for the position, seniority will be the determining factor.

**D. Notification**

Within ten (10) working days after the expiration of the posting period, the Employer shall make known to the Association its decision as to the status of the vacancy, and regularly update and appraise the progress toward filling the position.

**E. Involuntary Transfers**

Bargaining unit members may be assigned to any bargaining unit position for which they are qualified. When a bargaining unit member is reassigned to another building, the reasons for the reassignment will be provided in writing to the bargaining unit member and the Association at the time of the reassignment. In such instances the Administration shall not act in a capricious or arbitrary manner.

F. **Trial Period**

In the event of a transfer or promotion to a new classification or position, the trial period shall be up to twenty (20) working days. The trial period is for the purpose of giving the employee an opportunity to show his/her ability to perform the new job. During the trial period the employer shall have the right to retransfer the employee if he/she does not have the ability to perform the job and the employee shall have the right to revert to his/her former position. The employer will give the promoted or transferred employee reasonable assistance in performing up to employer standards on the new job. The employee may not re-apply for a position within the same classification for at least one (1) year.

G. **Outside Candidates**

The Board reserves the right to fill vacancies with the best qualified applicants. A "Good Faith" effort, by the Board, shall be made to fill vacancies from within the bargaining unit prior to seeking candidates from outside of the bargaining unit.

<b>ARTICLE VI: Layoff And Recall</b>
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**A. Layoff**

1. Layoff shall be defined as a necessary reduction in the work force.
2. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified in writing at least fourteen (14) calendar days prior to the effective date of layoff, provided the Board knows fourteen (14) calendar days in advance. In no case shall the Board give less than seven (7) calendar days notice prior to the effective date of layoff, except in the case of employee work stoppage.
3. The reduction procedure shall be as follows:
  - a. Probationary employees shall be laid-off first provided there are more senior employees who possess the qualifications to perform the job.
  - b. In the event seniority employees must be laid-off, layoff shall be determined by the following order:
    - (1) The least senior within the classification being reduced, provided there are more senior employees, within the classification remaining who possess the qualifications and/or certification to perform the duties of the position(s) available.
    - (2) An employee reduced from a position in his/her present classification shall be retained at his/her request in a position in another classification in which he/she has previously accumulated seniority, provided there is a less senior employee in that classification and the reduced employee possesses the qualifications and/or certification to perform the job.
    - (3) In the event an employee is reduced from a position and no position is available to the employee within his/her classifications in which the reduced employee has acquired seniority, the reduced employee shall have the opportunity to make application to any posted vacancies within the unit for which he/she is qualified and/or certified. Should the employee be given one of the posted positions he/she shall retain the right, for a period of two (2) years, to his/her job classification should a position become available for which he/she is qualified and/or certified.
4. Employees on layoff who are qualified shall be hired before the hiring of new employees outside the district for a vacant position in another unit classification.
5. Laid off employees may request that their name be placed on the substitute list. Said employees, if qualified, shall be given first opportunity for substitute work for any one shift in a work day. A laid off employee who is unavailable to substitute as requested on three successive occasions shall lose their preferential substitute status, except in the case of a verified illness.

**B. Recall**

1. When there is a vacancy employees shall be recalled in order of greatest seniority within the classification from which they were reduced or within any classification in which they have accumulated seniority, provided the employees possess the qualification and certification to perform the duties of said positions. In the event a tie exists, the employee with the greatest district wide seniority shall be recalled first.

2. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall notify the employer within five (5) days after receipt of recall of his/her acceptance or rejection and must report to work within ten (10) working days after such notification. The Board may fill the position on a temporary basis until the recalled employee can report to work.
  3. An employee offered his/her former position or a comparable position to the one previously held who declines recall shall be considered terminated.
  4. An employee recalled to a position with fewer hours than previously worked per week may reject recall to the position and retain recall rights to the next available position.
  5. When the Employer determines it is necessary to reduce the number of hours of any bargaining unit member, the employee whose hours are reduced, in an effort to maintain the current hours worked, upon application shall be placed in a position in his/her present classification held by a less senior employee, provided the reduced employee possesses the qualifications to perform the job.
  6. Employees shall remain on the recall list for a period of two years or the length of their seniority whichever is less, except as stated in section B-3 of Article VI.
  7. Probationary employees have no recall rights.
- C. In the event of lay-off, employees may voluntarily take a lay-off for the period of the lay-off or six months, whichever is less, based upon the highest seniority, provided there are remaining employees qualified to perform the job. An employee returning from voluntary lay-off shall be placed in accordance with the lay-off and recall provisions under Article VI.

<b>ARTICLE VII: Grievance Procedure</b>
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**A. Adjustment**

Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association representative has been given an opportunity to be present at such adjustment.

For the purposes of this Article, and unless otherwise noted, the term day or days shall mean regularly scheduled work days.

**B. Definition**

Any employee, group of employees, or the Association believing that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement may institute the grievance procedure as provided herein:

1. **Level One** - Any employee feeling he/she has a complaint to justifiably grieve shall request a conference with the immediate supervisor within three (3) days of the alleged grievance. The Supervisor shall informally discuss the problem with the employee within three (3) days of the request for a conference. The employee may be accompanied by an Association representative at his/her option.
2. If the complaint is not satisfactorily resolved within five (5) days after the meeting, the aggrieved person may invoke the grievance procedure by submitting a formal written grievance on the form provided herein either on the day of the conference or within five (5) days after the informal discussion. The Supervisor shall have five (5) days from the date of the written grievance to respond.
3. If the grievant is not satisfied with the response, or if no response is received by the due date, then the grievant may appeal the decision, in writing, within five (5) days of receipt of the response to the next level (level two).
4. **Level Two** - Within ten (10) days of receipt of the written appeal, the Superintendent or his designee shall respond in writing to the grievant. The Superintendent or his designee may desire to have a conference with the grievant and the Association representative, if requested by either the grievant or the Administration to be present at the meeting.
5. **Level Three** - If the grievant is not satisfied with the response of the Superintendent, the grievant shall have the right to appeal to the Board of Education. The appeal shall be heard by the Board no later than forty-five (45) calendar days from the date of the receipt of the appeal.
6. **Level Four** - If the grievant is not satisfied with the disposition of the grievance by the Board of Education, then within ten (10) calendar days from the date of the decision being rendered by the Board of Education, the grievance may be submitted to arbitration.

The arbitrator shall have no power to:

- a. Add to, subtract from, or otherwise modify the express terms and conditions of this agreement.
- b. Issue a back pay award for any amount in excess of lost hourly pay rates.
- c. Establish wage schedules.

C. **Time Limits**

It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the limits and procedure as set forth herein.

D. **Expedited Arbitration**

If the grievance is processed to arbitration, the parties may mutually agree to submit the grievance to expedited arbitration under the rules of the American Arbitration Association.

E. **General Arbitration Provisions**

Only the Association, not an individual employee, may appeal a grievance to arbitration. It is expressly understood that no grievance arising subsequent to the expiration date of this agreement shall be arbitrated absent mutual agreement between the parties. Losing party of arbitration will pay all arbitration fees.

**ARTICLE VIII: Paid Leaves**

**A. Leave Days**

Custodians shall be credited with nine (9) leave days annually. Five (5) leave days shall be credited on July 1<sup>st</sup> and four (4) leave days shall be credited on January 1<sup>st</sup>. Custodians shall have the option, with approval of the Superintendent, to borrow up to six (6) leave days. Any member that has not taken their current fiscal year nine (9) leave days will be paid at the rate of forty-five (\$45) a day on the last pay in June of each school year. Any member having accumulated leave days in excess of the maximum of sixty-five (65) days by June 30<sup>th</sup> of each year, shall have the Board "buyback" those excess days at the rate of forty-five (\$45.00) a day. The Board shall "buyback" all unused accumulated leave days when the member retires from the Addison School District at the forty-five (\$45.00) dollars a day rate. In the event school is closed, by the Administration, custodians may elect to use a leave day. It is mandatory to complete the proper paperwork for leave and vacation days. The employee shall give his/her supervisor at least (2) days notice, except in the case of an emergency.

	<u>DAYS PER YEAR</u>	<u>ACCUMULATION LIMIT</u>
Custodians	9	<b>65</b>

**B. Bereavement**

An employee shall be granted a maximum of five (5) days paid leave per death for immediate family members (parent, Step-parent, parent-in-law, spouse, child, step-child, sibling, grandparents and grandchild). Bereavement time must be used within two (2) weeks of death unless prior approval from the superintendent has been given for special circumstances.

One additional day may be granted at the discretion of the Superintendent.

Unused funeral/bereavement leave shall not be cumulative.

**C. Jury Duty etc.**

Any bargaining unit member called for jury duty, or who is subpoenaed, by the Board through its legal counsel, to testify during their work hours in any work related matter, shall suffer no loss of compensation due to his/her absence from his/her regular duties of employment for the time required. The employer shall pay the employee his/her regular rate of pay for the scheduled hours missed. Any amounts except mileage, to which the employee is entitled from the court or the party requiring the appearance shall be paid to the district.

<b>ARTICLE IX: Unpaid Leaves</b>
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**A. Leaves of Absence**

Leaves of absence without pay or benefits for up to one (1) year in duration may be granted to bargaining unit members upon written request. A request for leave of absence shall include the reason for the leave, along with requested beginning and ending dates of the leave. The employee will not accumulate vacation or leave days during a leave.

**B. Active Duty Military Leave**

Military leaves of absence without pay or benefits shall be granted to any bargaining unit member who shall be inducted or shall enlist or shall be called up for active duty as a member of the military reserves for military duty to any branch of the armed forces of the United States. The employee will not accumulate vacation or leave days during a leave.

Bargaining unit members on military leave shall return to work no later than the beginning of the semester following the end of their first term of service.

Military leave shall not be granted or extended to any bargaining unit member who voluntarily extends their term of service.

**C. Educational Leave**

A leave of absence without pay or benefits for up to one (1) year may be granted for the purpose of permitting the bargaining unit member to continue his/her education. The employee will not accumulate vacation or leave days during a leave. The employee will not accumulate vacation or leave days during a leave.

**D. Extensions**

The employer, upon written request of the bargaining unit member, may grant an extension past the one (1) year. The request shall include the reason for the extension and the anticipated date of return.

**E. Return from Leave**

A bargaining unit member returning from an unpaid leave of absence shall be assigned to a position at the discretion of the Superintendent. Bargaining unit members may request a specific assignment(s), in writing, prior to returning from an unpaid leave.

**F. Family Leave**

Leave defined in this section (F) is to conform to and not to surpass or exceed the standards and provisions of the Family Medical Leave Act. The employee will not accumulate vacation or leave days during a leave.

A leave of absence shall be granted to any bargaining unit member for any of the following purposes:

1. the birth or placement for adoption or foster care of a child;
2. because of a serious health condition of a family member;
3. because of the employee's own serious health condition;
4. the care of a child under age 18.

**ARTICLE X: Paid Holidays**

A. All custodial staff employees shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. If a Holiday falls on a Saturday, the employee shall not have to report to work on Friday. If the Holiday falls on a Sunday, the employee shall not have to report to work on Monday.

- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve
- New Year's Day
- Good Friday *(provided school is closed)*
- Memorial Day

B. Holidays shall not count as vacation.

<b>ARTICLE XI: Vacations</b>
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**A. Vacation Requests**

The following employees as specified shall submit written vacation requests to their Supervisor one (1) week prior to taking a week's vacation and one (1) days notice for one (1) days vacation and etc. If two employees request identical dates at the same time, the request of the employee with the most seniority shall be honored. Notification of vacation disapproval will be provided by the immediate supervisor within three (3) days of each request. Employees cannot be bumped from vacation dates once they are scheduled. Time spent on unpaid leaves and lay-off shall not count towards vacation credit and/or leave days.

**B. Custodians**

1. All employees shall receive one (1) week vacation during their first full year of employment with the Addison School District.( The first year shall be prorated by the date of hire if hire date is after July 1<sup>st</sup> ). Employees working two (2) thru year five (5) shall receive two (2) weeks vacation. Employees working six (6) thru year ten (10) shall receive three (3) weeks vacation.
2. Members of the custodial staff may take part (i.e., no more than one (1) week) of their vacation during the regularly scheduled vacations provided such leave shall not affect completion of the scheduled cleaning for the vacation period. No more than one person from each building, except under special circumstances, as defined by the superintendent, and no more than three persons total shall be granted leave. Leave days taken during vacations shall be deducted from regular vacation days earned. The superintendent's office should be notified in writing in advance of all vacations. Vacations shall not carry over from year to year. There shall be no vacations granted during the two week period prior to the start of school without approval of the Superintendent.
3. With approval of their Supervisor, custodians shall be allowed the use of vacation and or leave days in the event of a school closing.

<b>ARTICLE XII: Working Hours And Conditions</b>
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**A. Work Week and Shift Preference**

The work year shall be defined as July 1 to June 30. The work year will include the following one (1) week that custodians and substitutes will not work: first full week in August. Custodians may use their leave or vacation days during the one (1) week closing. The one (1) week closings will be as follows: 2016/2017- August 1, 2016- August 5, 2016, 2017/2018 – July 31, 2017 – August 4, 2017, 2018/2019 – August 6, 2018 – August 10, 2018. A work week for overtime computation purposes shall begin at 12:01 a.m. on Monday and end at 12:00 Midnight on the following Sunday. The number of hours worked each week will vary with the job classification. The normal work week for custodians will be Monday through Friday. If new positions are added in the future that may require work on Saturday, a posting notice will state this possibility of a Saturday work schedule. The work schedule (hours and shift) will be determined by the Administration. All changes in work shift will be discussed in advance with individual(s) involved in seeking volunteers. In the event there are no employees willing to work the shift change, then the least senior qualified employee within the classification will be assigned the shift.

**B. Schedule Change**

When students are scheduled for less than a full day or not in session, the custodians affected shall work their same number of hours within the normal work day. Upon association request the administration shall consider any reasonable request for building members for the entire classification to adjust their work schedule. The administration reserves the right to adjust any individual's schedule upon the member's request. All decisions made by the Administration are final and not subject to the year grievance procedure or arbitration.

**C. Breaks**

All custodians working thirty (30) hours or more per week shall be provided with two (2) fifteen (15) minute paid break periods, scheduled at the discretion of their supervisor. All employees working fifteen (15) hours but less than thirty (30) hours shall be provided one fifteen (15) minute paid break period per day.

**D. Number of Pay Periods**

All employees shall be paid bi-weekly.

**E. Lunch Period**

By July 1<sup>st</sup> of each year the employee shall select one of the following options for their lunch period:

**Option A:** Combination of their two (2) 15 minute breaks into one paid lunch period scheduled at the discretion of the supervisor, or

**Option B:** take your two (2) 15 minutes breaks and have an unpaid lunch for the day. All custodians taking *Option B* must clock in and out.

**F. Overtime**

1. Time and one-half (1 1/2) of the custodians regular hourly rate of pay shall be paid for all hours worked in excess of forty (40) hours in any work week. Cards shall be available to clock overtime.
2. Only actual worked time shall be eligible for overtime pay. (Except in the case of a holiday or a vacation that has been pre-approved at least 10 days in advance of the scheduled overtime or is mandatory).

- (a) All overtime must be put on the clock.
- (b) On weekend events, workers will check with the supervisor in advance (no later than 24 hrs.) for work assignments and special projects during the time a game or other activity is occurring.
- (c) If overtime is available, first choice of work will be offered on the basis of seniority in rotation among custodians who are not otherwise scheduled to work, except in the case of an emergency. All overtime work known to exist in advance shall be appropriately posted seventy-two (72) hours in advance of the event.
- (d) Refusing overtime will not be counted against a custodian; however, it is expected that requests for overtime will not be refused without good reason and shall be compulsory in case of emergency need by the supervisor. When overtime is compulsory, it shall be assigned to the least senior custodian, on a rotating basis, who is not otherwise scheduled to work, unless that employee is unavailable due to absence that day.

F. **Safety Equipment etc.**

The Employer shall provide without cost to the bargaining unit member the following:

- (a) Approved first aid kits in each building.
- (b) Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hardhats, and auditory protection devices as required by law.
- (c) Safety shoes and glasses where applicable as determined by the employer.
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G. **Least Restrictive Environment/Medically Fragile**

On a case by case basis, the district will determine what training and other support should be provided to an employee assigned to a medically fragile student.

**ARTICLE XIII: Insurance Benefits**

- A. The Board shall provide the following insurance to the custodians hired before June 30, 2012 for a full twelve (12) month period for the employee and his/her eligible dependents. Custodians hired after July 1, 2012 will not be eligible for insurance or cash in lieu.

PLAN A – for Custodians needing health insurance

Full family medical, dental, vision, group term life insurance and AD&D, and long term disability

PLAN B – for Custodians not needing health insurance

- Negotiated Life
- Vision
- Dental

\$150.00 a month cash in lieu of not selecting medical insurance.

Total employer medical insurance contribution will be adjusted annually in July by the "hard cap" limit as required by Public Act 152. The employee agrees to contribute any amount above these limits if necessary.

The Board will not pay the cost of insurance for any new employees during their probationary period.

**ARTICLE XIV: Compensation**

- A. The wages for employees covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.
- B. The probationary rate shall be 90% of the rate for the classification.

**ARTICLE XV No Strike Clause**

The Association and Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system.

**ARTICLE XVIII: Job Descriptions****A. Job Description and Classification**

For each classification, job descriptions will be developed within one (1) year after ratification of this Agreement. Said descriptions shall be jointly developed by both the Administration and the Association but final determination will be reserved by the administration. The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the district. The descriptions will include at a minimum:

1. Job title and description.
2. Minimum qualification requirements.
3. A general statement of required tasks and responsibilities.

**B. Evaluation**

In addition to other evaluation factors, evaluations of bargaining unit members' work performance shall be based on the job description, performance expectations and attendance. The employer may determine evaluation factors and criteria.

<b>ARTICLE XIX: Miscellaneous Provisions</b>
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**A. Entire Agreement**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

**B. Severability**

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

**C. Waiver**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, 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 in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter 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.

**D.** The use of young adults (students) and/or adults involved in work programs is at the discretion of the Board. The use of any such programs will not result in the layoff or reduction of regular hours or bargaining unit members. Employees on layoff will not have a right to the work assigned above.

**ARTICLE XX: Duration Of Agreement**

A. The Agreement shall be effective July 01, 2016 and shall continue in effect through June 30, 2019.

**Addison Support Personnel Association**

**Addison Board Of Education**

By: Betty S. Snow 6/30/16  
Negotiation Team Member Date

By: [Signature] 6/27/16  
President Date

By: Roger Tad 8/11/16  
Negotiation Team Member Date

By: [Signature] 7/25/16  
Secretary Date

By: [Signature] 7/7/16  
Steven Guerra, Supt Date

<b>APPENDIX A: Wages</b>
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<u>Custodian</u>	<u>2016/2017</u>	<u>2017/2018</u>	<u>2018/2019</u>
	\$16.30	\$16.35	\$16.40

**Probationary Period:** 90 calendar days

**Custodians hired after July 1, 2014 compensation schedule:**  
 (future years to be reflective of raise % or freeze as given to custodians hired before July 1, 2014)

<u>2016/2017</u>	<u>2017/2018</u>	<u>2018/2019</u>
\$14.80	\$14.85	\$14.90

**Longevity**  
 Lump sum payment paid last pay in March during school year that reach the following years of service

- 5 years - \$150
- 10 years - \$300
- 15 years - \$450

Substitute custodian - \$11.00 per hour  
 Substiute lawn - \$11.00 per hour

CUSTODIANS  
SENIORITY LST  
2016/2017

<u>Name</u>	<u>Senoirity Date</u>
Tate R	9/10/2002
Sabin	8/25/2008
Shaw	11/26/2012
Rodlund	10/28/2013
Tate C	10/28/2014
Dear	2/24/2015