MASTER AGREEMENT

BETWEEN THE

DAVISON COMMUNITY SCHOOLS BOARD OF EDUCATION

AND THE

DAVISON CUSTODIAL/FOOD SERVICE/MAINTENANCE/ TRANSPORTATION ASSOCIATION, MEA/NEA (CFMT)

2026/2027 and 2027/2028

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PREAMBLE

This Agreement is entered into and effective the 14th day of September 2026, by and between the Davison Community Schools Board of Education, hereinafter called the "Employer," and the Davison Custodial, Food Service, Maintenance, Transportation Association, MEA/NEA, hereinafter called the "Union," through its local affiliate, the Davison CFMT. The signatories shall be the sole parties to this Agreement.

Whereas, the Board has a statutory obligation, pursuant to the public Employment Relations Act of 1947, as amended, to bargain with the Union as the representative of its bargaining unit members with respect to hours, wages, terms, and conditions of employment, and

Whereas, the parties have certain understandings which they desire to confirm in this Agreement;

Therefore, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE I - RECOGNITION

SECTION 1. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all employees of the Board included in the following bargaining unit:

All full-time and regular part-time custodians, maintenance, cafeteria staff, and bus drivers, employed or to be employed, excluding substitutes, clerical employees, playground employees, teacher aides and paraprofessional personnel, professional employees, teachers and supervisors.

Housekeeper employees will fall under the CFMT Master Agreement for all Rights, Securities, and Benefits provided to Custodial employees unless otherwise specified within this agreement.

SECTION 2. The Board agrees not to negotiate with or recognize any organization other than the Union for the duration of this Agreement.

SECTION 3. A. The term "Employee" when used in this Agreement shall refer to all employees in the above defined bargaining unit, unless otherwise indicated.

B. The term "Substitute" when used in this Agreement shall refer to the employees hired by the Board in the absence of regular full-time or regular part-time members of the bargaining unit.

ARTICLE II - UNION RIGHTS AND SECURITY

SECTION 1. Special Conferences: Special conferences on important and urgent matters relating to the administration of this Agreement will be arranged between the local Union president and the Employer upon request of either party. At least two members of the committee may attend such meetings. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by the CFMT representative.

SECTION 2. The Union shall be provided with bulletin Board or sections thereof for the purpose of posting union materials. The Union shall also have the right to use school mails to distribute union materials to local CFMT members.

SECTION 3. The Board agrees to provide for the Union the use of school equipment and facilities for the duplication of printed material, provided such use does not interfere with normal school operations. The Union agrees to assume the cost of repair to school equipment if damaged while in use for Union business. The Union shall furnish its own materials for such purposes and shall not use school material.

SECTION 4. The local Union president shall notify the Employer of those persons authorized to process grievances. The CFMT representative is also authorized to process grievances.

SECTION 5. One person at a time shall be designated to present grievances to the Employer without loss of time or pay, providing such activities shall be kept within reasonable limits.

SECTION 6. The parties will establish a Safety and Health Committee consisting of two (2) representatives of each group classification designated by each and two (2) representatives of the Board of Education, which will meet whenever the circumstances warrant, during working hours, for the purpose of recommending safety and health measures. Only one group classification will meet at a time and only circumstances pertaining to that classification will be discussed.

SECTION 7. The Employer agrees to furnish the Union, in response to reasonable requests, available information concerning financial resources of the district, agendas of all school Board meetings and other such readily available information.

SECTION 8. Upon written authorization from the employee, the Employer shall deduct from wages/salary of the employee, and make appropriate remittance, for annuities, credit union, savings bonds, or any other allowable plans or programs jointly approved by employee and Employer.

SECTION 9. A. The Employer agrees that supervisors/directors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when Union employees are not available or have refused to do the work as assigned, except in cases where unsafe conditions are being charged by an employee. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance, or combination of circumstances, which call for immediate action in a situation which is not expected to be of a recurring nature.

B. Notwithstanding the above, supervisors/directors may assist bargaining unit members with their work and may continue performing the work they are currently doing.

SECTION 10. The Employer will continue its established policy and practice of giving employees a preference for work they have customarily performed. The Employer, however, reserves the right to subcontract work when:

A. the skills and equipment needed to perform the work specified are unavailable in the school system, or

B. the schedule for such work cannot be met with the equipment or skills available for such work, or

C. when it is financially beneficial, the employer may enter into a contractual agreement with a neighboring school district in providing transportation services for Davison students to the Genesee Area Skill Center and special education facilities in Genesee County.

The employer will furnish the Union with all personal transaction forms for any new hire that falls under this agreement within 1 month of the employee's start date. This information may be transmitted electronically or via tax and shall be sent to the CFMT President and/or an individual designated by the Union.

ARTICLE III - EMPLOYEE RIGHTS AND PROTECTION

SECTION 1. No regular non-probationary employee will be disciplined, demoted, reduced in rank or compensation, dismissed, suspended with or without pay or reprimanded without just cause.

Reasons for discipline including discharge, will include, but not be limited to: repeated inefficiency or incompetence; insubordination; repeated tardiness or absence; moral misconduct; or disability, mental or physical, as shown by competent medical evidence but only after exhaustion of available sick leave (see Article XIII, Section 9). The Board shall not be prohibited from disciplining and/or discharging an employee during sick leave for reasons other than disability.

The specific grounds forming the basis for any disciplinary action will be made available to the employee and the union in writing.

Any disciplinary action of a regular non-probationary employee shall be subject to the grievance procedure herein set forth, including arbitration.

SECTION 2. An employee will have the right to review the contents of all records of the district pertaining to said employee. Other examination of an employee's files shall be limited to qualified supervisory personnel, to the extent allowable by law. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

SECTION 3. No adverse material regarding an employee will be placed in the employee's personnel file without a copy being furnished to the employee. When material is to be placed in an employee's file, the affected employee shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. The employee may respond to the complaint within five (5) days in a written statement to be attached to the original complaint; the statement is limited to five (5) sheets of 8.5” x 11” paper.

SECTION 4. An employee shall be entitled to have present a representative of the Union during any meeting or conference which leads, or may lead, to disciplinary action. Should disciplinary action likely occur at a given meeting, the employee shall be advised by the Employer of the right to representation under this provision of the Agreement.
It is recognized that a perceived problem with an employee and/or the performance of his/her job may be resolved by a meeting with the employee, his/her steward, and the appropriate administrator(s),

without resorting to the discipline or grievance procedures. Such meeting can be called by either party and may be scheduled during the employee's regular working hours.

SECTION 5. Any case of assault upon an employee shall be promptly reported to his/her immediate supervisor. The Board shall render all reasonable assistance to the employee, which may include legal counsel, in connection with handling of such incident by law enforcement and judicial authorities.

SECTION 6. No employee shall be discriminated against based on creed, physical handicap, race, gender, marital status or dependents of the employee provided he is otherwise qualified to perform the work required.

ARTICLE IV - MANAGEMENT RIGHTS

SECTION 1.

A. Nothing contained herein shall be considered to deny or restrict the District of its rights, responsibilities, and authority under the Revised School Code or any other laws or regulations.

B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the District shall continue to vest exclusively in and be exercised exclusively by the District. Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations.

2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.

3. Direct the working forces, including the right to hire, assign, promote, evaluate, discipline, transfer (for lack of work or other legitimate reasons as determined by District Administration) and determine the size of the work force.

4. Determine the programs, curriculum, services, supplies, and equipment necessary to continue its operation, and to establish standards for their use and operation.

5. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system and to define the descriptions and requirements of all new jobs.

6. Determine the qualifications of employees, including the essential job functions of employees.

7. Determine overall goals and objectives as well as all policies affecting the educational programs.

8. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

9. Determine the size of the management organization, its functions, authority and the amount of supervision.

10. Determine all financial policies, including all accounting procedures, and all matters pertaining to public relations.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the District in the past.

ARTICLE V - GRIEVANCE PROCEDURES

SECTION 1. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of this Agreement. Any member believing he/she has a grievance, should meet with his/her Supervisor within ten (10) working days of the occurrence or reasonable knowledge thereof. There shall be an earnest effort on the part of the parties to settle such disputes promptly. A bargaining unit member shall be entitled to have a representative of the Association at any grievance meeting as requested. A dispute not resolved in this way will be processed through the following steps:

Step 1. Formal Conference: For the grievance to be timely, a request for a formal conference must be made to the employee's supervisor in writing within twenty (20) working days of when the occurrence giving rise to the grievance was known to the grievant. The term "working days" as used herein shall mean all days Monday through Friday except days when the central office is closed.

Step 2. Written Grievance: If the grievance is not satisfactorily adjusted in Step 1, then it shall be reduced to writing and presented to the supervisor involved in Step 1. Such written grievance shall be on forms as mutually agreed to between the Employer and the Union and placed as Appendix E in this agreement. Such written presentation of grievance must be made within ten (10) working days of denial of grievance at Step 1. Upon presentation of a written grievance the supervisor involved shall notify the grievant and/or Union of his/her answer in writing within ten (10) working days after presentation of said written grievance.

Step 3. Appeal to Assistant Superintendent: If the grievance is not satisfactorily adjusted in Step 2, it shall be presented to the Assistant Superintendent for Personnel no later than ten (10) working days after the grievant and/or Union received the Step 2 response. The Assistant Superintendent for Personnel shall arrange a meeting with the Union within ten (10) working days of receipt of the written grievance and shall notify the Union of his/her answer in writing within ten (10) working days of such meeting.

Step 4. Mediation: At the request of either party and the written agreement of both parties, a mediator from the Michigan Employment Relations Commission will be requested to help settle the dispute before the next step is utilized. Mediated settlements are not binding.

Step 5. Arbitration: If any grievance is not settled through the previous procedures, the Union (but not individuals) may, within thirty (30) days from the conclusion of Step 4, submit the grievance to arbitration in accordance with the current rules of the American Arbitration Association. If not so requested within said thirty (30) day period, the matter shall be considered settled on the basis of the last preceding disposition.

More than one grievance or dispute may not be submitted in one arbitration proceeding except by mutual agreement of the parties.

After designation of the Arbitrator, a hearing shall be held as soon as practicable and the Arbitrator shall issue an Opinion and Award in accordance with said rules, which, if within the Arbitrator's jurisdiction, shall be final and binding on the parties and the employee(s) involved. Said award shall be subject to any applicable law or governmental regulation. Either party shall have the right to obtain issuance of subpoenas for any witnesses necessary to the presentation of its case.

The fee of the arbitrator, including travel expenses, and the cost of any room or facilities shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party shall be borne by the party incurring them. The grievant and steward or president shall be released without loss of wages to participate in the arbitration hearing. Other employees necessary to the hearing shall be released without loss of wages at the request of the Union, provided the Union pays the necessary substitute costs.

The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he have the power to establish or change any classification or wage rate, to rule on any claim arising

under an insurance policy or retirement claim or dispute, or to rule on any matter covered by a Statute or Ordinance. Any other dispute arising out of, or relating to, the interpretation or proper application of this Agreement, based upon a grievance of any employee alleging violation thereof, shall be deemed arbitrable hereunder.

SECTION 2. No award involving wages due any grievant shall be made retroactive for more than thirty (30) days prior to the date the grievance was submitted in writing.

SECTION 3. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties.

SECTION 4. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

SECTION 5. In consideration of the arbitration provision, the Union agrees that there shall be no suspension of work, or other interference with the operation of the schools during the term of this Agreement with respect to, or based upon, any dispute which is subject to arbitration under this article. It being agreed that arbitration provides the exclusive method of determining all such disputes if no settlement thereof is reached under the Grievance Procedure herein; the Union further agrees that it will actively oppose and discourage any such action on the part of individual employees.

ARTICLE VI - DISCHARGE AND DISCIPLINE

SECTION 1. Note of Discharge or Discipline: The Employer agrees, promptly upon the discharge or discipline of any employee, to notify, in writing, the steward of the group, of the discharge or discipline.

SECTION 2. A. The Board will observe the concept of progressive discipline**,** with non-probationary employees which may include verbal warning, written warning, written reprimand, suspension with or without pay, and with discharge as the final and last resort. Any disciplinary action taken against a non-probationary employee shall be appropriate to the misconduct. Nothing in this provision shall prevent the District from imposing more severe disciplinary action (possibly including discharge) for unprofessional conduct.

B. Where the Employer's action requires the employee to leave the premises, he will be allowed to discuss his discharge or discipline with the steward of the department and the Employer will make available an area where he may do so before he is required to leave. The Employer or his designated representative will discuss the discharge or discipline with the employee and the steward.

SECTION 3. Appeal of Discharge or Discipline of a Non-Probationary Employee: Should the discharged or disciplined non-probationary employee or the steward consider the discharge of a non-probationary employee to be improper, a complaint shall be presented in writing through the steward to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure at Step No. 2.

SECTION 4. Use of Past Records: In imposing discipline, the Employer will take into account the employee's cumulative record. Disciplinary actions will remain in an employee's cumulative file subject to the following:

A. Request for removal by an employee may be approved.

B. Upon request by an employee, a letter/memo/evaluation may be put in his/her file indicating there has been no repetition and the problem has been corrected.

C. Verbal warnings will be removed from files and destroyed if requested by the employee one year after the warning is issued if there is no repetition and no other discipline during that time. Discipline concerning unprofessional conduct shall not be removed or suppressed pursuant section 380.1230b of the Michigan Revised School Code.

SECTION 5. Any employee who has attained the status of a regular employee shall be reprimanded, suspended or discharged for just cause only. Any such action may be the subject of a grievance under the procedure as set forth above.

ARTICLE VII - SENIORITY

SECTION 1. All employees shall be probationary employees for a period of ninety (90) working days from the date they are hired. Such employees may be discharged for any reason during the probationary period. Probationary employees shall be given a written evaluation during the probationary period with a follow-up conference with the employee's immediate supervisor. Termination of employment during any part of the probationary period shall not be grounds for a grievance under this Agreement.

SECTION 2. Regular full-time employees in the Custodial Group shall be considered as those who regularly work at least four (4) hours per day. Regular part-time employees shall be those who regularly work less than four (4) hours per day. Regular full-time employees in the Cafeteria Group shall be those who regularly work at least twenty (20) hours per week. Regular part-time employees shall be those who regularly work less than twenty (20) hours per week. Regular full-time employees in the Transportation Group shall be bus drivers who regularly work four and one-half (4.5) or more hours per day, and regular part-time employees in that group shall be those who regularly work less than four and one-half (4.5) hours per day.

SECTION 3. Seniority shall be acquired only during the regular scheduled work year. An employee can acquire seniority only in his department.

SECTION 4. Seniority may be lost for the following reasons:

A. Resignation

B. Discharge for just cause

C. Absence from work for four (4) consecutive working days without due notification to the Employer shall be considered as voluntary termination of employment and treated as resignation unless extenuating circumstances justifying such failure of notification are brought to the attention of the Employer.

SECTION 5. The Employer will keep the seniority lists up-to-date at all times, showing the names, seniority date and job titles of all seniority employees. A revised copy will be supplied to the president every six months.

ARTICLE VIII - JOB VACANCIES AND PROMOTIONS

SECTION 1. Posting of vacancies shall include place of assignment, shift, and the job description as provided in Appendix B.

All postings of permanent job openings for cooks, custodians, and bus drivers shall be posted in the bus drivers' lounge and all schools, and copies shall be sent to the head cook and head custodians of each building and the Union president so as to properly notify all employees covered by the terms of this agreement of all job openings. The notice shall be posted within ten (10) days of official notification of a position being vacated and shall remain posted for five (5) working days. The administration will make every effort to post the notice of vacancy within three (3) working days.

To fill the posted vacancy, a bid meeting shall be held in the appropriate department (cooks, custodians, and bus drivers) in which all employees in the department may bid by seniority for the vacancy and any resultant opening(s). Any position not filled by bidding shall be posted within three (3) days for a period of five (5) days. All interviews shall be held within ten (10) working days after the close of posting, and the job shall be awarded within an additional five (5) working days.

In the event that an employee who is eligible to bid for such vacancy or promotion is absent from work at the time of posting, due to being on vacation or approved leave of absence, and is not expected to return within the above posting period, the District will mail a copy of the posting to the employee's last known address.

The bidding procedures provided above shall not apply to the selection of Head Custodian, Head Cook, Maintenance Person and Special Needs Driver which shall be by interview as set forth below.

SECTION 2. Bargaining unit positions will be filled pursuant to the following:

A. Application to fill regular full-time openings from part-time applicants or applicants who have no seniority in the department will not be considered unless there are no full-time applicants.

B. When a part time cook moves to a full time position, the vacated position will be filled with a substitute for a period of fifteen (15) days. If the employee is unable to demonstrate ability to perform

the work required within the fifteen (15) day period, they will be allowed to return to their former position.

C. When applications (with the exception of Section D - Head Custodians, Head Cook, and Maintenance Person) within a classification are made by employees, the position shall be awarded to the most senior applicant meeting the qualifications as set forth in the job description. Informational interviews may be required.

   Housekeeper employees may apply for any open position within a classification of the CFMT bargaining unit. However, a housekeeper employee may not be awarded a position even if they are the most senior qualified applicant.

D. Head Custodian, Head Cook, and Maintenance Person positions will be filled by the most senior qualified (as determined by the District) applicant.

   In the event of promotion or transfer to a position with a job description differing from the job description of the position currently held in the department, the employee shall be given a seventy (70) work-day trial period in which to show his/her ability to perform on the new job. The Employee shall give the promoted or transferred employee reasonable assistance to enable him/her to perform up to the Employer's standards on the job.

   If the employee is unable to demonstrate ability to perform the work required during the trial period, or at the option of the affected employee, the employee shall be returned to his/her previous assignment.

   In the event no qualified applicants, as determined by the District, exist within the bargaining unit for a vacancy, the District has the right to post the position externally and hire from outside the unit.

   The District also has the ability to negotiate salary within the confines of Appendix A of the Master Agreement to ensure the hiring of the best possible candidate for the position.

   The trial period shall be waived when a head custodian, head cook, or maintenance person returns to a lower classification.

   Following the selection, all related transfers shall be considered temporary until the employee completes his/her trial period. At that

time, the transfer will be made permanent. Should the employee return to his/her previous position pursuant to the provisions above, all affected employees will return to their prior positions and the position will be re-posted.

E. Employees interested in the Head Cook, Head Custodian, or Maintenance Person positions should declare their possible interest in writing to their supervisors in advance of a vacancy so they may be observed. A training program and period of time may be provided for employees indicating interest in these positions.

F. In determining "most senior qualified" in Section D above, the following shall be used to determine "qualified":

1. Qualifications as set forth in the appropriate job description in Appendix B.

2. Recommendations from past and present supervisors and building administrators.

3. Evaluations.

G. Any grievance concerning such selection shall start at the level of the Superintendent for Personnel.

SECTION 3. Employees who are promoted to a higher classification, or part-time employees who become full-time employees, shall retain the seniority previously acquired and have such applied to their seniority in the new classification or full-time category.

SECTION 4. Transfers Out Of, and In To Unit: If an employee is transferred by the Employer, on a regular and permanent basis, to a position not included in the bargaining unit, his/her seniority in the unit shall continue to accumulate for a period of one year thereafter, after which he/she will retain but not accumulate seniority in the unit. During said one year period only, he/she shall be entitled to receive all fringe benefits provided for in this Agreement. If, at any time after such transfer he/she shall be transferred back into the unit, he/she shall have such seniority as he/she has accumulated and/or retained and will be returned to his/her prior classification in the unit.

A. Provided, however, that such transfers which are specified at the date of transfer, to be for a period of less than one year, shall be considered as temporary, shall be made and/or continued only with the consent of the employee, and will not prejudice his status within the bargaining unit.

B. Provided further that if the transfer out of the unit is not of the employee's volition, his/her seniority in the unit will continue to accumulate indefinitely. During the first year after such transfer, his/her fringe benefits will continue at not less than the levels provided in this Agreement. If the employee returns to the unit, he/she will do so with accumulated seniority and shall, thereafter, be entitled to those benefits to which such seniority may entitle him/her.

SECTION 5. Temporary Filling of Bus Driver Position: When it is known that a bus driver will be absent for over thirty (30) work days, other interested bus drivers will be given an opportunity to bid on the regular position based on their seniority, if the awarding of such position would result in an increase in work hours of thirty (30) minutes or more per day for interested bus drivers or fifteen (15) minutes if a fifteen (15) minute increase qualified the driver for benefits. A notice of the temporary opening and the time for a bid meeting will be posted for two (2) work days. Interested drivers must be present at the meeting or have their bids submitted to the supervisor in advance of the meeting to be eligible to bid. There will be no compensation for such bid meetings. This selection process will not be grievable. This process will not apply to special education runs.

When one bus driver is temporarily reassigned to fill the position of another bus driver who will be absent from work for over thirty (30) work days, her/his position shall also be open to bid from other drivers at the bid meeting pursuant to the above. This bidding and temporary reassignment shall continue during the bid meeting until there is a remaining temporary opening which shall be filled with a substitute.

When a bus driver is temporarily reassigned to fill the position of another bus driver who will be absent from work for over thirty (30) work days, as described above, he/she may not bid on other temporary assignments that may come up while he/she is filling the temporary assignment.

SECTION 6. Temporary Filling of Head Cook and Cook Positions: When a head cook or regular cook is absent from work, another cook in the building who is qualified will be temporarily reassigned by the supervisor to that head cook or regular cook position. This reassignment process shall continue among cooks within the building until there is a vacancy which will be filled with a substitute. Over the year, extra time will be spread equally, so far as possible, among all the qualified cooks (except head cook) in the building.

If no qualified cook in the building wants to be assigned to the head cook or regular cook position(s), and the head cook or regular cook in those positions will be absent for at least thirty (30) work days, interested and qualified cooks from other buildings (except head cooks) will be given an opportunity to bid on the position(s) based on their seniority. A notice of the temporary opening and the time for a bid meeting will be posted for two (2) work days. Interested cooks must be present at the meeting or have their bids submitted to the supervisor in advance to be eligible to bid. There will be no compensation for such bid meetings. This selection process will not be grievable.

When one cook is temporarily reassigned to fill the position of another cook who will be absent from work for over thirty (30) work days, her/his position shall also be open to bid from other cooks at the bid meeting pursuant to the above paragraph. This bidding and temporary reassignment shall continue during the bid meeting until there is a remaining temporary opening which shall be filled with a substitute.

Although substitute cooks will be rotated among buildings, experienced long-term substitutes will be assigned by the Food Service Supervisor for the duration of the long term absence.

SECTION 7. Temporary Filling of Head Custodian and Custodian Positions: When a head custodian or regular custodian is absent from work, another custodian in the building who is qualified will be temporarily reassigned to the head custodian or regular custodian position. This reassignment process will continue among custodians within the building until there is a vacancy which will be filled with a substitute. These temporary reassignments shall be voluntary and based on greatest seniority among qualified custodians to the extent feasible.

If no qualified custodian in the building wants to be assigned to the head custodian or regular custodian positions(s), and the head custodian or regular custodian in those positions will be absent for at least thirty (30) work days, interested and qualified custodians from other buildings (except head custodians) will be given an opportunity to bid on the position(s) based on their seniority. A notice of the temporary opening and the time for a bid meeting will be posted for two (2) work days. Interested custodians must be present at the meeting or have their bids submitted to the supervisor in advance to be eligible to bid. There will be no compensation for such bid meetings. This selection process will not be grievable.

When one custodian is temporarily reassigned to fill the position of another custodian who will be absent from work for over thirty (30) work days, his/her position shall also be open to bid from other custodians at the bid meeting pursuant to the above paragraph. This bidding and temporary reassignment shall continue during the bid meeting until there is a remaining temporary opening which shall be filled with a substitute.

SECTION 8: Temporary Filling of Head Custodian Where All Evening Cleaning is Performed by Contracted Custodians:
Any custodian in the CFMT bargaining group who is interested in subbing both short term, as well as long term, needs to provide their possible interest in writing to their supervisor in advance of a vacancy so they may be observed. A training program and period of time may be provided for employees indicating interest in these positions. The temporary filling will be filled by the most senior qualified applicant, as determined by District Administration, taking into account the length of the opening and the supervisory experience, as well as the maintenance skills required.

SECTION 9. Former Employees Returning to Bargaining Unit Positions: If an employee quits and is later rehired in a bargaining unit position, the following shall apply:

A. The employee's seniority shall be terminated when he/she quits. Upon rehire, the employee's seniority shall begin to accrue from zero regardless of the classification into which he/she is hired.

B. The employee shall be considered a new-hire for the purposes of eligibility for insurance coverage regardless of the classification into which he/she is hired.

C. If the employee is rehired for a position that is within the same classification as his/her previous position (before he/she quit), his/her placement on the pay schedule will be the same as his/her placement at the time he/she quit.

D. If an employee is rehired for a position in a classification that is different than that of his/her previous position (before he/she quit), he/she shall start at step one of the pay schedule of the new position.

SECTION 10. A full-time custodian wishing to voluntarily transfer out of his/her full-time position when there is no vacancy within the district may make his/her intention known to the supervisor in writing. As a result, the position shall be declared vacant and a standard bid meeting shall be conducted to fill the position. Only full-time custodians shall be allowed to participate in the bid meeting. The custodian who relinquished the position shall be assigned to the position which is vacated as a result of the bid meeting. The custodian shall not be allowed to change his/her mind and return to his/her vacated position at any time during this process unless the bid meeting results in no full-time custodian applying for the vacated position. In that case, the custodian shall remain in his/her original position.

ARTICLE IX - REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

SECTION 1. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds or due to a decline in student enrollment.

SECTION 2. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least twenty (20) working days prior to the effective date of the layoff. The term "working days" as used herein shall mean all days Monday through Friday except days when the central office is closed, such as holidays.

SECTION 3. In the event of a necessary reduction in work force, the Employer shall first lay off probationary employees, all part-time employees, then the least seniored full-time employees. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant position. In addition, no layoffs of employees will occur until all subcontracted employees have been laid off within a given equivalent classification.

SECTION 4. A. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to take a vacancy within the same classification, or to take the position of a less senior person within the classification. If there are no less senior persons within the classification, he/she shall have the right to take the position of a less senior person in the next lower classification.

1. A custodian who has been reduced to a lower classification due to a reduction in work force will have the right to assume the next vacancy in the classification he/she was reduced from.

B. Custodial classifications are as follows for layoff language:

1. District Maintenance Person

2. Head Custodian I - High School

3. Head Custodians - Central, Middle School, High School Head Custodian II, Siple, Gates, Thomson, Hill, Hahn Intermediate School, Cardinal Center.

4. Maintenance (High School, Hahn Intermediate School), and Bus Lot & Grounds Handyman

5. Custodian

C. Cafeteria Personnel Classifications:

1. Head Cook - High School

2. Head Cook - Middle School and all elementaries

3. Cooks

SECTION 5. Every effort will be made to continue to employ full-time persons; however, it may be necessary, due to a decline of student enrollment or financial difficulties, to reduce persons to less than full-time positions. In the event a reduction in work hours of an employee appears probable, a meeting will be held with the Union and the administration prior to any such reduction. The specific reasons for the reduction will be discussed and alternatives will be sought. The administration will do everything they can to avoid reducing an employee's hours to an amount less than those required to maintain regular full-time employment status. In the event of a reduction in the work hours in a classification, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater classification seniority than the employee he/she seeks to replace. In no case shall a reduction of any employee's work hours take effect until the Employer gives ten (10) work-day written notice to the affected employee(s). If a full-time employee is reduced to less than four (4) hours, the Employer will continue fringe benefits for sixty (60) days after the effective date of the reduction of hours. After the conclusion of the sixty (60) days, the employer will continue to pay fifty percent (50%) of the fringe benefit cost through August 31. The Employer will pay the fifty percent (50%) if the employee elected to continue the fringe benefits.

SECTION 6. A laid-off employee may, upon application, be given preference for substitute work. Laid-off employees shall have all existing fringe benefits paid by the Board for a period of sixty (60) days after the effective day of layoff. Thereafter, their health, dental, and life insurance benefits may be continued by paying the regular monthly per subscriber group rate premium for such benefits to the Employer as permitted by the insurance carrier.

SECTION 7. Laid-off employees shall be recalled in order of seniority to any position within the classification or lesser classification they were in

prior to their layoff provided they meet the qualifications of the position.

SECTION 8. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employee's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall be deemed to voluntary quit.

SECTION 9. Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose his/her seniority and any further rights under this Agreement.

SECTION 10. The Employer will pay the cost of required tests, examinations, fees, and other job-related costs for laid-off employees who are recalled to work.

ARTICLE X - HOLIDAYS

SECTION 1. All year around employees shall be entitled to the following holidays without loss of pay:

A. Independence Day
B. Labor Day
C. Thanksgiving Day
D. Day after Thanksgiving
E. Christmas Eve
F. Christmas Day
G. New Year's Eve
H. New Year's Day
I. Good Friday
J. Memorial Day
K. One Floating Holiday as set forth in Section 5

Whenever any of these holidays falls on Sunday, the following Monday shall be considered the designated holiday.

SECTION 2. When any of the above holidays falls on Saturday, said employees shall be given a day off with pay at a time which does not interfere with operations, provided that the Employer may, by mutual agreement with the employee, pay an employee for such time rather than grant a day off.

SECTION 3. In order to be eligible for holiday pay, all employees must work the last full scheduled day before, and the first full scheduled day after a holiday, unless their absence is specifically excused. The employee will get holiday pay for legitimate sick time taken prior to or after a holiday. A doctor's excuse may be required.

SECTION 4. All regular employees in the Cafeteria Group and the Transportation Group shall be entitled to the following holidays without loss of pay if such days fall within their scheduled work year:

A. Labor Day
B. Thanksgiving Day
C. Day after Thanksgiving
D. Christmas Eve
E. Christmas Day
F. New Year's Day
G. Memorial Day
H. New Year's Eve Day

I. Good Friday
J. One Floating Holiday as set forth in Section 5

SECTION 5. There shall be one paid floating holiday for all employees. CMC will annually determine the date for the holiday which shall be scheduled on a non-student day.

SECTION 6. State law currently requires the Board to make up "Act of God" days. As long as the current law remains in effect, the Board shall be entitled to reschedule any days lost which cannot be counted for full State Aid. Should the law be changed, cooks and bus drivers shall be subject to the same adjustments that apply to teachers.

All custodial personnel shall make every effort to report for work on days when schools are closed. In the event that a custodian cannot arrive at work at his regular scheduled starting time, he/she shall arrive at work as soon as possible. If the custodian is unable to report to work, he/she may use either a personal day, vacation day, or a dock day or make up the day on the Saturday following the day missed. Custodians working on a day where schools would normally be open but have been closed due to conditions outside the district's control shall be paid at time and a half for those days. If the district notifies a custodian that his/her services are not necessary on a day that school is closed, the custodian will not suffer any loss of pay. When a State of Emergency has been declared by the Michigan State Police, Governor, or official government agency, custodial personnel will not be required to report for work, and the custodian will not suffer any loss of pay.

In the event school is canceled at a time that does not allow for adequate notice of cancellation for cooks and bus drivers, those reporting shall be paid for a minimum of one hour based on the cook's regular hourly rate and the bus driver's extra run rate.

CFMT workers will be paid for the first six days school has been cancelled.

SECTION 7. On student half-days, cooks are to report to work.

ARTICLE XI - VACATIONS

SECTION 1. All regular full-time and year round Custodians shall receive vacation days each July 1 or upon hire as follows:

Upon hire (pro-rated based on hire date) - 5 days (cannot be used during the probationary period)
After 1 full years - 10 days
After 3 full years - 11 days
After 5 full years - 12 days
After 7 full years - 13 days
After 9 full years - 14 days
After 10 full years - 15 days
After 12 full years - 16 days
After 14 full years - 17 days
After 16 full years - 18 days
After 18 full years - 19 days
After 20 full years - 20 days
After 25 full years - 25 days

SECTION 2. Vacation time must be earned. Employees on long term leave, more than thirty (30) days, will not accrue vacation time while on leave.

SECTION 3. Custodians who work on a 12 month basis, but less than forty (40) hours average per week, shall receive pro-rated vacation. Employees with accumulated dock days (when dock days absent are enough to equal one (1) day of vacation) will have vacation days pro-rated.

SECTION 4. Eligibility for said vacation shall be in accordance with length of employment as of the employee's anniversary date of hire.

SECTION 5. Bus drivers and dispatchers who have been employed for one full year and drive a minimum of 210 days in any one year shall receive one (1) week vacation with pay, and drivers that are on a 230-day schedule shall receive two (2) weeks of vacation with pay. Their vacation pay will be based on their average weekly pay for that year.

SECTION 6. Vacations shall be scheduled with the consent of the Employer. All requests shall be approved at least two weeks prior to use, except in cases of special circumstances. Should an employee be denied a vacation request, they may appeal any denial to the

Assistant Superintendent for Personnel. The appeal should be made within five (5) working days of the denial.

SECTION 7. Any employee entitled to vacation during the year, who has left the employment of the Employer during such year, shall be entitled to payment of said pro-rate amount provided that he/she has given appropriate two-weeks notice or the Employer has agreed to waive such notice.

ARTICLE XII - INSURANCE PROTECTION

SECTION 1. The Board shall provide group life insurance protection in the amount of $30,000 that will be paid to the employee's designated beneficiary. Said policy shall include AD & D and waiver of premium coverage.

SECTION 2. A. The Board shall provide all continuing employees who were provided health insurance in the 2013-2014 school year the following health insurance protection for a full twelve (12) month period**,** January 1 – December 31, under a Cafeteria 125 Plan, subject to the following exceptions:

The District will offer single, two person or full family coverage to existing employees hired prior to July 1, 2014.

Employees hired on or after July 1, 2014, who regularly work at least six (6) hours per day and at least 30 hours per week will be eligible for single subscriber coverage but may buy up to two person or full family coverage at their own expense.

For the purpose of determining an employee's eligibility for health insurance benefits, employees who were not previously provided health insurance or were hired after July 1, 2014 that are working at least six (6) hours per day and at least thirty (30) hours per week throughout the school year will be considered full time. Bus drivers hired on or before June 30, 2014, and who worked as regular bus drivers during the 2013/2014 school year who drive at least 5.5 hours/day will be considered full time.

B. CFMT members who select health insurance may choose:

<u>MESSA Choices Plan</u>

- $500/$1000 In Network-Deductible
- 5-Tier Rx
- $20/$25/$50 OV/UC/ER
- Excludes Voluntary Abortion

or

<u>MESSA ABC Plan 1 High Deductible Health Plan</u>

- $1700/$3400 in Network Deductible
- 5-Tier Rx
- OV/UC/ER – N/A
- Excludes Voluntary Abortion

Or

MESSA ABC Plan 2 High Deductible Health Plan

- $2000/$4000 in Network Deductible
- 5-Tier Rx
- OV/UC/ER – N/A

or

Essentials by MESSA

- $375/$750 In-Network Deductible
- EbM Rx
- $25/$50/$200 OV/UC/ER
- 20% In-Network Coinsurance

or

A different medical health insurance plan mutually agreed upon by the Board and the Association.

The medical benefit plan year shall run from January 1 through December 31.

Pursuant to 2011 Public Act 152, the District will contribute toward the cost of the premium as shown below, within constraints imposed by law.

- $ 7,747.78 annually for single coverage
- $ 16,221.91 annually for two person coverage
- $ 21,064.26 annually for full family coverage

The District will increase its contribution toward the cost of the premium by the same percentage as the increase to the state hard cap each year. The employee shall pay any required deductible and pay any amount above the Board contribution for the premium through automatic payroll deduction for his/her selected MESSA program. This provision shall remain unchanged for the life of the contract.

Consistent with PA152, any and all fees, taxes and penalties the District is required to pay as a result of the Affordable Care Act will be included in the total amount the District will contribute toward the cost of the employee's health care. The plan deductible will be the sole responsibility of the employee.

Employees shall pay the employee contribution with pre-tax dollars under an IRS Section 125 Premium Contribution Plan through automatic payroll deduction. Employees need to sign up/enroll in the pre-tax Premium Contribution Plan during open enrollment and specify the amount to be set aside in the tax-free fund. Open enrollment will take place each year in the

fall.

All insurance must be compliant with the Patient Protection Affordable Care Act (PPACA).

C. Cash Option:

Employees eligible to receive health insurance coverage but not electing health insurance coverage shall receive a benefit of four thousand dollars ($4,000.00) per year. Employees hired after the beginning of the school year shall receive a pro-rated cash benefit amount equal to one twelfth of the annual amount for each month employed at least 50% of the time in the benefit year.

To receive the cash option in lieu of insurance, the employee must provide the District proof of medical health insurance that meets the parameters of the Affordable Care Act.

SECTION 3. The Board shall provide dental insurance with $1,000.00 annual maximum for service types A, B, and C and $1,500.00 lifetime maximum for service type D – orthodontic, or an equivalent plan and it may be a self-insured dental plan.

If the employee has no other dental coverage, Plan A coverage will be provided.

Plan A:

- Type A Expenses – Diagnostic and Preventive Services 80%
- Type B Expenses – Basic Services 80%
- Type C Expenses – Major Services 80%
- Type D Expenses – Orthodontics 70%

If the employee is eligible for other group dental care, he/she shall so inform the Personnel Office in writing and Plan B coverage will be provided. Benefits will be coordinated with the other insurance to cover up to 100% of the dental charge. Charges will be covered up to the amounts shown below based on the type of expense.

Plan B:

- Type A Expenses – Diagnostic and Preventive Services 50%
- Type B Expenses – Basic Services 50%
- Type C Expenses – Major Services 50%
- Type D Expenses – Orthodontics 70%

SECTION 4. The Board shall provide NVA Vision Care Plan including internal and external coordination of benefits, or a comparable plan**.**

SECTION 5. The Board shall allow the MEA Tax-Deferred annuity plan through salary reduction pursuant to section 403(b) of the Internal Revenue Code of 1954, as amended.

SECTION 6. The Board shall make payment of insurance premiums for all continuing employees who complete their contractual obligation to assure insurance coverage for a full twelve (12) month period**.** The open enrollment period shall be jointly established by the Board, the Union and insurance company representative, including opportunities for summer pre-enrollment and fall open enrollment. When necessary, premiums on behalf of the bargaining unit members shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceeds amount of subsidy, the school board will be responsible for providing insurance information, including applications, claim materials, and enrollment meetings for the above mentioned programs.

SECTION 7. Payroll deduction shall be available for all current MESSA, CFMT and MEA programs.

ARTICLE XIII - SICK DAYS/LEAVES

SECTION 1. Sick Leave:

A. 1. Each 10 month employee shall be credited with ten (10) sick leave days at the beginning of each school year. Each 12 month employee shall be credited with twelve (12) sick days thereafter. Unused sick days will accumulate without limit.

2. Extended year and summer school drivers, dispatchers, and cooks shall be credited with one (1) additional sick leave day. The sick leave day shall be equivalent to one day of extended year work. Drivers assigned to late start runs at the high school will accrue sick leave time based on the additional time worked. Unused sick time earned will be added to accrued sick leave.

3. The employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said employee.

4. Sick leave days will be granted for personal or family illness, injury, or disability as required by law. The District reserves the right to request documentation of illness or injury when an employee is absent for more than three (3) consecutive days.

B. The Board shall provide long term disability benefits of 66 ⅔% of regular pay starting on the 31st calendar day of disability.

C. The Board of Education agrees to provide the LTD insurance benefits within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policy holder.

D. A Sick Leave Inventory Committee (SLIC) will be established with a composition of at least three (3) administrators and three (3) Union members. The SLIC shall report to the CMC and operate under CMC consensus procedures. The function of the committee shall be to oversee the utilization of sick leave in the areas where it is difficult to receive medical verification from the employee. Decisions made by the Sick Leave Inventory Committee shall be final and binding on all parties.

E. The pay for such absences in A-1 above shall be at the employee's regular hourly rate for the number of hours per day he/she would otherwise have worked.

F. In the event of an employee being absent on a given day due to illness, the following shall be contacted at least one hour prior to the beginning of the employee's scheduled work day:

1. Cook - Head Cooks

2. Bus Drivers - Transportation Supervisor

3. Custodians - Director of Custodial, Maintenance, Buildings and Grounds

Second shift employees should call in sick as soon as possible, but no later than noon.

G. To encourage staff to accumulate sick days the following incentive is available:

No Sick Days Used = 2 days pay bonus
1 Sick Day Used = 1.5 days pay bonus
2 Sick Days Used = 1 days pay bonus

Payment will be made upon completion of the fiscal year.

An employee who uses unpaid time will not be eligible for the incentive. The use of personal time, approved bereavement time, and jury duty will not be a factor in determining eligibility for payment under this incentive.

An employee who retires shall receive fifty percent (50%) of their full daily pay rate upon retiring for each unused sick leave day he/she has accumulated up to a maximum of one hundred (100) days.

H. When an employee is temporarily filling in for another employee, as defined in Article VIII, that employee, for the purpose of sick time, shall be paid the number of hours worked for the temporary position, but shall be charged the normal sick hours in their permanent position.

SECTION 2. Unpaid Leaves of Absence: Unpaid leaves of absence for legitimate reasons may be granted for reasonable periods, not to

exceed one (1) year. Seniority will not be lost but will not accumulate during unpaid leaves of absence which extend longer than one (1) month. Seniority shall accrue when unpaid leave of absence is due to personal illness or illness in the employee's immediate family. Such leaves will be without pay, and existing fringe benefits will be paid by the employee for the length of the leave, except as provided in Family and Medical Leave Act.

In order to permit a person to return to employment prior to the expiration date of leave, such positions will be filled in the following manner:

A. A regular employee of that group classification will be placed in the position vacant because of the leave and the regular employee's position will be filled by a substitute, or
B. A substitute will be employed for the person on leave if no regular employee is placed in the position vacant because of the leave.

C. In the case of a regular bus driver or special needs driver taking a leave of absence of two (2) weeks or less a substitute driver will be employed for regular runs only. Kindergarten runs shall be assigned, where possible, to regular drivers during the leave of absence. Any reassignment of runs cannot result in any loss of pay for the reassigned regular driver or special needs driver.

SECTION 3. Personal/Business Leave: All regular employees shall be granted two (2) days personal/business leave per year without loss of pay for use as personal/business days. All requests shall be approved at least one business day prior to use, except in cases of emergency. The scheduling of such personal/business days shall be subject to necessities of scheduling and efficient operation and shall not be taken in connection with vacation time.

Employees may be allowed to convert one sick day per school year to a personal day with approval from their immediate supervisor.

Any employee who has not used his/her personal/business days during the year shall be paid his/her full day’s wage for such unused days. The personal/business days may not accumulate.

If an employee shall leave his/her position at the end of one half (1/2) year of employment and has used the two (2) days allocated

for the year, one (1) day's salary shall be deducted from the last check.

SECTION 4. Bereavement Leave: Up to three (3) days per year without loss of pay shall be granted to each employee for attendance at funerals. The Assistant Superintendent for Personnel may, under extenuating circumstances, grant additional bereavement days. Additional bereavement days, if approved, will be unpaid.

The employee needs to complete a form with the date of funeral, time of funeral, location of funeral and relationship to deceased.

This bereavement form, or the information requested above, must be given to the immediate supervisor prior to the funeral, unless impossible. Supervisors must approve bereavement leave for other than immediate family. Immediate family includes, but is not limited to: spouse, the immediate mother or father, mother or father of spouse, children, brothers or sisters, grandparent, grandchild, son-in-law or daughter-in-law.

SECTION 5. Jury Duty: An employee called to jury duty shall continue to receive full pay for straight time hours and benefits from the district contingent on the employee turning over the jury duty fee to the district for days absent from work.
Employees who have been discharged from jury service during the day must return to work within a reasonable time after being released by the court, to complete the balance, if any, of the employee's normal work period.

For second shift, time spent on jury duty and time spent at work shall not exceed eight hours total unless requested by the employee. Time spent on jury duty does not qualify the employee for overtime.

A leave of absence with pay will be granted to an employee who is subpoenaed as a witness, provided that the legal action is not instigated by or on behalf of the employee or union against the employer. If a witness fee is paid to the employee for work days, the employee shall turn over the fee to the district to receive full pay.

A leave of absence without pay will be granted to an employee who is a witness or participant in legal action against the Board commenced by the employee and/or the Union.

SECTION 6. Union Position Leave: Employees elected to a Union position or selected by the Union, not to exceed one at any one time, to do work which takes them from their employment with the Employer, shall, upon written request from the Union stating the purpose of the leave, receive temporary leaves of absence without pay for periods of not less than three (3) months nor more than two (2) years, renewable by mutual agreement at the end of the initial leave and, upon their return, shall be reemployed with accumulated seniority.

SECTION 7. Conference or Convention Leave: Employees, not exceeding two (2) at any one time, selected by the Union to attend a convention of the state organization or a Union conducted educational conference, not exceeding one (1) week in duration, shall be allowed time off, without pay, to attend such conferences and/or conventions. The two people selected shall not be from the same Group Classification.

SECTION 8. Child Care Leave: Up to one (1) year leave of absence without pay shall be granted for the purpose of child care. Such leaves will be granted under the following conditions:

A. In the case of a newborn child of the employee involved.

B. In the case of crippling or terminal accidents or illnesses of the child of the employee involved.
C. In the case of a newly adopted child of the employee involved.

SECTION 9. Long Term Sick Leave: Upon placement of managed sick leave, or on the exhaustion of personal sick days for employees not eligible for managed sick leave, or upon placement on workers' compensation, sick/disabled employees shall be placed on long term unpaid sick leave for the duration of the verifiable disability up to the remainder of the current school year (June 30) plus two subsequent school years.

The continuation of LTD shall be dependent on eligibility with the carrier and not upon the employee’s employment status with the district.

When an employee is on a leave of absence for illness (short term per Section 1 or long term per this Section), the Board of Education shall continue to pay for all existing fringe

benefits for a period of ninety (90) calendar days, sixty (60) work days, or (for health only) until the employee becomes eligible for LTD, whichever comes earlier, after which time the employee shall make arrangements to pay for all fringe benefits he/she wishes to keep in effect beyond this period.

Seniority shall continue to accrue during the long term sick leave.

Cooks and custodians shall have the right to return to their former positions for one calendar year from the commencement of the illness/disability. After one calendar year while still on leave, the employee shall have the right to return and to bump into a position within his/her former sub-classification (as identified in Appendix A.). The employee shall have the right to bump into a position held by the employee with the least seniority working in that sub-classification.

Bus drivers shall have the right to return to their most recently selected positions from commencement of the illness/disability. If the bus driver returns during an academic school year, they shall have the right to return to the lowest senior position holding the same number of hours held by the driver prior to his/her long term sick leave until the end of that school year.

SECTION 10. Work Injuries and Workers' Compensation: All work related injuries or illnesses shall be immediately reported to the immediate supervisor. Workers' compensation will be the exclusive remedy for any work related injury or disability, provided workers' compensation is available.

In the event workers' compensation is challenged by the district and/or the carrier, other remedies shall not be denied during pendency of the challenge. If other remedies than workers' compensation are available and paid, any amounts paid shall be deducted from any overlapping workers' compensation pay subsequently paid.

SECTION 11. Other Absences: Any absence not covered by other sections of this Article which have not been approved by the Immediate Supervisor or the Director of Personnel will be subject to any or all of the following measures, as appropriate:

A. Counseling by supervisor

B. Medical verification by employee's doctor

C. Medical verification by employer's doctor

D. District approved medical counseling and/or treatment

E. Penalty in wages/prorated benefits (reimburse the District 1/260th the cost of his/her benefits including medical or cash option, life, disability, and dental and vision coverage, or one-half his/her daily wage, if not employed full-time.

F. Discipline or discharge

ARTICLE XIV - HOURS OF EMPLOYMENT

SECTION 1. A. The regular schedule for custodians will be forty (40) hours of work per week. Custodians who are required to work in excess of eight (8) hours per day [ten (10) hours per day when the District is working four, ten-hour day, work weeks] or forty (40) hours per week will be paid time and one-half for all such hours. Overtime will be divided equally, so far as possible, among the non-probationary employees of the building in which they work, provided the person meets all the qualifications of the job and within their classification. An overtime list will be posted on the bulletin board in each building showing the hours each employee has worked or refused to work.

B. Custodians required or requested to work on Saturday, Sunday, or holidays shall be compensated at a rate one and one-half times their regular hourly rate. This would not apply for Davison High School custodians, provided that their normal work week included Saturday and/or Sunday.

C. Head custodians who are required to check buildings on days when school is closed shall be compensated at time and one-half for time spent on the job. They shall be paid for a minimum of one hour each day for elementary buildings, one and one-quarter hours for the middle school and one and one-half hours for the high school.

D. Overtime hours will be offered to Davison CFMT employees first prior to overtime being offered to a contracted employee.

SECTION 2. Cooks who are required to work in excess of eight (8) hours per day or forty (40) hours per week will be paid time and one-half for all such "overtime" hours. Scheduled hours will reflect a thirty (30) minute lunch break. So far as possible "overtime" and "extra hours" will be divided equally over the year among the qualified cooks (including head cook) of the building. "Extra hours" is time above an employee's regularly scheduled work day up to "overtime".

SECTION 3. Dispatchers who are required to work in excess of eight (8) hours per day (ten (10) hours per day when the District is working four, ten-hour day, work weeks) or forty (40) hours per week will be paid time and one half for all such overtime hours.

SECTION 4. Custodians or cooks called back to work after completion of their regular shift or at times other than their regular shift shall be given a minimum of three hours work or pay, at time and one-half.

A. The above guarantee of three hours work shall be applicable only when there is an actual callback. In all other cases, the provisions of Section 1 and 2 above shall apply.

SECTION 5. Bus drivers who are required to work in excess of forty (40) hours per week will be paid time and one-half for all such "overtime" hours. No driver shall be assigned work beyond forty (40) hours in a single week unless all other drivers shall have had an opportunity to acquire forty (40) hours of work in the week first.

SECTION 6. All full-time custodians and five to seven hour cooks shall be entitled to two breaks, each of fifteen (15) minutes duration. Four hour cooks shall be entitled to one break of fifteen (15) minutes duration. All breaks will be at times specified by their supervisors. Custodial employees, however, may, if such practice is uniform in their respective buildings, take one break of thirty (30) minutes duration at a regular time specified by their supervisor. All such breaks will be taken within the building in which the employee works. The times of such breaks will not be changed except in unusual circumstances, in which case the break will be taken as soon as circumstances permit. Breaks may be taken in the school lounge, if so desired.

SECTION 7. If the number of meals per hour per cook goes to 22 to 1 for ten (10) days or more, that building shall get at least one extra hour of work per day**,** for a regular non head cook**,** for one (1) month [twenty (20) work days]. If the ratio stays up, the extra hour will be continued; if the ratio goes down, the extra hour may be reduced.

This ratio will be reviewed and evaluated and brought back to CMC at the end of the first and second semesters.

The ratio numbers will be provided to CMC on a regular basis.

ARTICLE XV - BUS DRIVERS

SECTION 1. The drivers' lounge will be open during times the Supervisor of Transportation is present. During this time, bus drivers can make use of the telephone for local calls. In the event of special bus runs necessitating access to the drivers' lounge at irregular hours, the key may be obtained from the Supervisor of Transportation.

The Transportation Supervisor shall provide to all drivers a Bus Driver Policy Handbook. This shall be updated yearly prior to the start of school.

SECTION 2. When existing bus runs become open or new runs are created, the time schedule and mileage will be posted on the bulletin board in the drivers' lounge for five (5) working days during which time applications will be accepted in writing. The award of any such run shall be on the basis as stated in Section 2 of Article VIII.

SECTION 3.

A. Custodial personnel, bus supervisor, and teachers may drive buses only in emergencies. Emergencies shall mean "situations where regular or substitute drivers are unavailable and cannot be reached by phone and/or radio."

B. Pupils may be transported in a private vehicle if no more than seven (7) students and one (1) vehicle are involved per event.

C. The Board may continue the current practice of infrequently transporting pupils by private busses paid for by parents or private groups, such as the Flint Institute of Arts.

D. The Transportation Supervisor may call meetings with drivers and building principals to discuss student discipline and any other issues that may occur on the bus as needed to address concerns. Drivers may also request meetings with the Transportation Supervisor and building principals to address concerns with student behavior and/or student discipline. The issues that concern the drivers will be forwarded ahead of time to the building principals. An agenda will be agreed upon and disseminated to all those participating.

SECTION 4. Bus driving which involves special education pupils shall not be considered as regular runs.

The parties understand and agree that the skills needed to be successful as a Special Needs Driver are not necessarily the same

as those needed to be successful as a bus driver. Therefore, seniority within the bargaining unit will be considered but shall not be the controlling factor in hiring of Special Needs Drivers. The employer shall hire the person(s) who it feels best meets the qualifications needed.

Once assigned to a special needs run the employee will have a thirty (30) work day trial period in which to show his/her ability to perform on the new job. Bus driver seniority will continue to accrue at a full-time rate during this time. The Employer shall give the employee reasonable assistance to enable him/her to perform up to the Employer's standards on the job. The employee shall be paid at the appropriate Special Needs Driver experience step during the trial period. Seniority as a "Special Needs Driver" will begin to accrue effective the first day worked as a Special Needs Driver (retroactively) and shall continue to accrue as a "Driver."

If the employee is unable to demonstrate ability to perform the work required during this trial period, or at the option of the affected employee, the employee shall be returned to his/her previous assignment.

Special needs routes do not go up for bid including but not limited to mid-day routes. Routes will be assigned to the driver by the Supervisor and will stay with the driver unless there is just cause for removal.

SECTION 5. Field Trips: All other runs not specifically set forth or covered above will be assigned as follows:

A. Field trips will be assigned on a weekly basis. Field trips will be posted by 9:00 a.m. on Thursday for the following week, and field trips will be assigned on Friday before noon in seniority order first, on a rotation basis. For the purposes of field trip selections, a work week is defined as running from Saturday through Friday. Bus drivers are not eligible for drop only field trips that take place during times that interfere with their normal daily route assignments.

   When assigning field trips, all regular Davison drivers will be given the opportunity to select field trips. After all Davison drivers have had an opportunity to select one trip, METS drivers will then have the opportunity to select a trip based on time spent driving for the District.

B. A field trip to a location that drops off a group at one time and picks them up at a later time on the same day, where there is no paid waiting time for the driver, is considered one trip, and will be assigned to one driver.

C. A field trip to a location that drops off a group on one day and picks them up on another day is considered one trip, and will be assigned to one driver.

D. A driver who is absent from the field trip meeting on an approved absence will be allowed to have another driver choose his or her field trips, based on written instructions from the driver. The absent driver will be required to take the trip selected by the other driver.

E. Drivers who have accepted a field trip are expected to complete the trip unless absent due to illness or reasons stated in Article XIII. Drivers who are absent due to illness will be required to provide a doctor's note to excuse the absence

F. If a field trip is canceled, the driver assigned shall have the opportunity to pick first from the following week's trip picks. If more than one field trip is canceled, the affected drivers shall have the opportunity to pick from the following week's trip picks, prior to all other drivers, in the order the trips were picked.

G. Last minute trips shall be assigned to drivers from a Last Minute Trip Pick Roster. Trips shall be assigned on a rotating basis.

H. Holiday and weekend field trips will be assigned in the same manner as above. A separate roster will be kept. Holiday and weekend field trips will be offered to Davison CFMT employees first prior to being offered to a contracted employee.

I. Special Needs Field Trips: Special needs field trips will be offered to all special needs full-time drivers based on seniority. These field trips will be paid at the field trip rate plus $1.00 per hour. An extra roster of student attendees will be provided to these drivers prior to boarding.

SECTION 6. Shuttle Runs: A shuttle is a bus run that picks up students at one school building and drops them off at another school building.

SECTION 7. The Board shall provide two external vacuum cleaners selected by the Board for cleaning of the buses. Drivers shall be expected to thoroughly clean the interior of their buses daily.

SECTION 8. The Employer shall provide, or have provided, fuel-proof gloves for use by drivers in fueling their buses. Drivers shall be paid for fueling their buses at their applicable hourly rate. Fueling by drivers shall only be required in an emergency and with approval by the Transportation Supervisor.

SECTION 9. A bus driver who is laid off and who is paid unemployment compensation benefits during the summer, and who is recalled to a position prior to the start of school, or other mutually acceptable date, will be paid for the next school year an annual rate such that the bus driver's unemployment compensation plus that annual rate will be equal to the rate of the pay the bus driver would have earned for the school year had the bus driver not been laid off.

SECTION 10. Athletes may be dropped at extracurricular events and not returned by District buses. One way drops will be so designated when they are posted. Drivers shall be paid for the time it takes to make the drop and return to the bus lot. If the trip was not posted as drop only but becomes a drop only trip, the driver will receive a minimum of two hours pay at the field trip rate.

SECTION 11. Field Trips: The term "field trips" shall refer to runs other than regularly scheduled runs. Field trips shall be paid at the above rate, including lay-over time.

If during any such field trip run the driver is paid for any activity other than driving the bus, the time spent on such other activity will not also be compensated as driving or lay-over time.

On field trips, where it is necessary for a regular driver to give up their regular scheduled runs to take the field trip, the driver will be paid their regular hourly rate for the hours they drive during their regular scheduled runs. Then the established hourly rate for field trips will be the rate for the remainder of the trip. Drivers are expected to report at least twenty (20) minutes prior to their departure time unless requested to report earlier by the Transportation Supervisor. After three (3) driver refusals, the Supervisor of Transportation may pick a driver at random for field trips that fall into this category. No driver shall be mandated to work outside of their regularly scheduled work day.

In addition, drivers on field trips exceeding five (5) hours in duration will be paid a meal allowance of $15.00; field trips exceeding eight (8) hours in duration, an additional $15.00; and field trips exceeding

twelve (12) hours in duration, an additional $15.00 will be paid for meal allowance.

Over five (5) hours	$15.00
Over eight (8) hours	$30.00
Over twelve (12) hours	$45.00

SECTION 12. Physical Examinations: State law requires Bus Drivers to undergo an annual physical examination. Newly hired drivers will pay the cost of the examination. Subsequent examinations will be done in the District or at a District-approved medical facility. Those examinations done at the outside facility will be reimbursed by the District up to fifty dollars ($50.00).

SECTION 13. Bus School: Drivers will be paid the hourly rate at field trip rate for the hours in attendance at the annual bus driving school.

SECTION 14. Pre-Trip Bus Inspections: Drivers shall be expected to perform comprehensive pre-trip bus inspections prior to driving their bus runs. Drivers shall be paid fifteen (15) minutes per pre-trip inspection at their applicable hourly rate. Pay for pre-trip bus inspections shall not exceed two per day.

SECTION 15. Extra Time: Drivers shall be compensated for extra time worked outside of the normal daily schedule. Such extra time includes, but is not limited to, parent calls and conferences, weather or road condition delays, bus breakdowns, training, mandatory meetings, and bus fueling. Drivers shall turn in requests for extra pay for such work.

SECTION 16. The Transportation Supervisor will provide an estimate of each position's length at the time of filling vacancies, as defined in Article VIII. Drivers must notify the Transportation Supervisor if they believe there is a discrepancy in the length of the position under normal conditions from the estimate provided by the Supervisor

The Transportation Supervisor may adjust a position length after reviewing the estimated position time. The Supervisor will notify the bus driver and union steward of any change. Any changes of thirty (30) minutes or more to the length of a position will result in rebidding of the position as defined in Article VIII.

In the event that a change of less than thirty (30) minutes to the length of a position results in a run that would entitle a driver to benefits, the position will be re-bid.

SECTION 17. A. When all runs come up for bid (once every two years), the Transportation Supervisor will create bus driver positions**.** For the purpose of creating bus driver positions under this provision, the following parameters will be used:

1. Each position will consist of a package of bus runs determined by the Transportation Supervisor**.** Drivers will bid for packages by seniority.

2. Each position will state the estimated number of normal daily work hours for that position (5 hour position, etc).

3. There will be at least the same number of bus driver positions eligible for benefits that were in place on October 1, 2008. Twenty-three (23) bus drivers were eligible for benefits on October 1, 2008.

4. Eligibility for benefits is based on the number of normal daily work hours for a bus driver. The assignment of mid-day routes is considered in the computation of normal daily work hours.

B. The creation of bus driver positions in #1 above will complete the bid meeting. Once all positions have been filled, the Transportation Supervisor will start bus drivers in their new positions as deemed appropriate to minimize disruption and confusion for students, parents, and staff.

C. Bus driver positions will not be bid every year. The process of bidding runs will take place every odd year. A bid meeting will be held no later than September 25 of each bid year, and transition of drivers to their new positions will begin as outlined in #2 above on October 5 of each bid year, to be completed by November 1 of each bid year. Bus drivers will be allowed to change positions only as the result of a bid meeting held due to a vacancy as outlined in the Master Agreement, Article VIII (Job Vacancies and Promotions) or as otherwise stated in Article VIII.

D. Late start High School runs will be bid every year by seniority. If a late start run goes unfilled, the District reserves the right to assign a regular or substitute driver to do the late start run. This run may be added to and/or packaged with an existing run at some time in the future at the discretion of the Transportation Supervisor.

E. Mid-day runs will be bid every year. These consist of morning Mid-day take-home, afternoon Mid-day pick-up, and afternoon Mid-day take-home runs. A driver may not select a Mid-day run that will conflict with their regular runs.

F. On an annual basis, the Transportation Supervisor will assign the bus deemed appropriate for each bus route package.

G. The Transportation Supervisor may make changes to bus driver positions which may include, but are not limited to, increasing or decreasing the length of bus runs, dealing with bus run overloads or other ridership issues, adding or removing students from bus runs, and increasing or decreasing the number of bus stops. A permanent cumulative record of any and all changes increasing or decreasing the length of a bus driver package shall be maintained by the Transportation Supervisor and the Union/Association shall be notified at the time the change occurs. Any changes made that results in an overall increase or decrease in the normal daily work hours of a bus driver package by thirty (30) minutes or more over the duration of the four (4) year assignment, based upon the original 4 year bid pick, will result in the re-bidding of the entire position.

H. New bus runs may be created in the future, based on the needs of the department. Whenever possible, new bus runs will be added to existing bus driver positions. If the addition of bus runs to an existing position results in an increase of 30 minutes per day to the position, the position shall be re-bid.

I. The provisions of Article IX Section 4 of the Master Agreement (Reduction in Personnel, Layoff, and Recall) shall apply to bus driver positions where a bus driver whose position has been eliminated due to a reduction in work force or who has been affected by a layoff shall have the right to take any available vacancy or to take the position of a less senior bus driver.

J. Transportation assignments which involve transporting out of District homeless student(s) shall not be considered as regular runs. The Transportation Supervisor reserves the right within his/her discretion to select the driver from the current seniority register, including sub-drivers, best suited to fulfill the

assignment.
When it is known that the homeless transportation assignment will be 30 days or more, other interested bus drivers will be given consideration based on seniority and their ability to perform the assignment without substantially altering their regular daily driving assignment.

Transportation may vary on A.M. pick-up and P.M. drop-off assignments.

SECTION 18. Bus Drivers interested in summer work to clean buses must submit a written request to the Transportation Department by the designated deadline. This position is a seasonal position and includes cleaning duties. The Assignments will be made based on operational needs and availability of work and will be paid at the field trip rate.

ARTICLE XVI - DISPATCHERS

SECTION 1. A. The positions of Full-Time Dispatcher and Part-Time Dispatcher shall be posted. The Employer shall establish qualifications for the dispatcher position. The parties understand and agree that the skills needed to be successful as a dispatcher are not necessarily the same as those needed to be successful as a bus driver. Therefore, seniority in the unit will be considered but shall not be the controlling factor in hiring of dispatchers. The Employer shall list the necessary qualifications on the job postings and shall hire the person(s) who it feels best meet those qualifications.

B. Full-Time Dispatcher: This will be posted as an eight hour position and will be eligible for full fringe benefits. If the person who is hired for this position comes from within the bus driver unit, he/she shall begin to accrue dispatcher seniority from the first day worked as a dispatcher (retroactively) and shall continue to accrue driver seniority. If the person who is hired for this position comes from outside of the bus driver unit, he/she shall begin to accrue dispatcher seniority from the first day worked as a dispatcher and shall not accrue driver seniority. Overtime (e.g. field trips, weekend extra trips) may be allowed at the discretion of the supervisor and according to established procedures.

C. Part-Time Dispatcher: This will be posted as a part-time position (less than 8 hours per day). The person hired for this position may elect to do bus driver runs if he/she is qualified to drive a school bus and based on his/her driver seniority as long as these runs do not qualify him/her for overtime. Overtime may be allowed at the discretion of the supervisor and according to established procedures.

The part-time dispatcher shall begin to accrue dispatcher seniority effective the first day worked as a dispatcher.

D. Payrates: Dispatcher pay rates can be found in Appendix A. Experience as a dispatcher in the district shall be granted for placement on the pay schedule. Outside experience as a dispatcher may be granted for placement on the pay schedule at the discretion of the Employer.

E. Summer school and intersession, one (1) dispatcher is expected to work on a rotational basis within the department. Unless mutually agreed upon by the supervisor.

F. Dispatchers will work the week after school gets out and will return to work two weeks prior to the first day of school or as approved by the supervisor.

SECTION 2. Thirty (30) work day trial period: If a dispatcher is hired from within the bus driver unit, he/she shall be given a thirty (30) work day trial period in which to show his/her ability to perform on the new job. Bus driver seniority will continue to accrue at a full-time rate during this time. The Employer shall give the employee reasonable assistance to enable him/her to perform up the Employer's standards on the job. The employee shall be paid at the appropriate dispatcher experience step during the trial period.

If the employee is unable to demonstrate ability to perform the work required during this trial period, or at the option of the affected employee, the employee shall be returned to his/her previous assignment.

Dispatchers hired from outside the bus driver unit shall be considered probationary as defined in Article VII, Section 1 of the master agreement.

ARTICLE XVII - COOKS

SECTION 1. Catering shall be according to the following:

A. Pay for catering activities shall be equal to the Cook's overtime pay rate on the Appendix A salary scale.

B. Voluntary - all catering shall be voluntary.

C. Rotated - high seniority, low hours.

D. A catering leader will be assigned for each catering activity from the group of head cook and qualified substitute head cook employees.

E. Catering leader is responsible to see that all food is prepared, and that food and equipment is returned, put away and all areas cleaned up.

F. Catering will not reduce the number of hours of the regular food service work.

G. When an outside caterer is used, it is not considered a catering activity. A regular cook will be used to supervise.

H. General description of catering will usually include:

1. Food Preparation
2. Serving
3. Cleanup

SECTION 2. Meals per hour (MPH) shall be computed for each building on a monthly basis by the Food Service Supervisor and distributed to all head cooks. The formula for upcoming meals per hour shall be determined as follows:

MPH = number of meals/meal equivalents served
divided by the number of serving days for the month,
further divided by the number of scheduled building
staff hours per day.

The number of meals/meal equivalents shall be equal to the sum of the number of reimbursable lunch meals served, the number of reimbursable breakfast meals (as defined in Section 3 below), the number of a la carte meal equivalents (using the annual state meal equivalent factor), the number of adult meals (using the annual

state meal equivalent factor), and the number of earned meals served.

If the number of meals per hour per cook goes to 22 to 1 for ten (10) days or more, that building shall get at least one extra hour of work per day**,** for a regular non head cook, for one (1) month (twenty (20) work days). If the ratio stays up, the extra hour will be continued; if the ratio goes down, the extra hour may be reduced.

If additional time is needed at a building on a day where increased conventional preparation time is needed for specific menu offerings, additional time shall be granted, if mutually agreed upon between the building head cook and the Food Service Supervisor.

This ratio will be reviewed and evaluated and brought back to CMC at the end of the first and second semesters.

The ratio numbers will be provided to CMC on a regular basis.

SECTION 3. Every 2 breakfasts will count as 1 meal for the MPH formula under current Federal guidelines.

SECTION 4. Education Guidelines for Prospective Head Cooks:

All interested persons desiring to become a head cook must be ServSafe certified. Such personnel shall provide a letter of interest to the Food Service Supervisor.

The food service program will pay for the classes for certification.

SECTION 5. Employees may be required to work on half days or non-student days for cleaning and/or training purposes.

SECTION 6. No one other than cooks can use the kitchen except as provided for in administrative guidelines.

SECTION 7. Beginning with the 2007/2008 year, Davison Community Schools will provide a free adult meal from the cafeteria for all (five) 5 to (seven) 7 hour cooks and day head custodians and maintenance personnel.

SECTION 8. By the beginning of each school year or as soon as practicable, the Board shall provide complete uniforms (tops, pants, socks, slip-resistant shoes) to all Food Service employees as reimbursable expenses. However, this reimbursed expense will not exceed $225 per employee. A joint committee consisting of

the supervisor, the Food Service employee representative, one (1) additional Food Service employee, and the Superintendent or designee will mutually determine the selection of uniforms and slip-resistant shoes to be provided, if necessary. Employees will be required to provide receipts to receive any reimbursement.

CLASS FULFILLMENT REQUIREMENTS FOR FOOD SERVICE PERSONNEL

1. All cooks are required to successfully complete courses in Sanitation & Safety and School Food Service Basics within the first year of employment.

2. Head cooks, cooks who work four (4) or more hours per day, and prospective head cooks shall be ServSafe certified within one year of meeting one of these classifications.

3. Sanitation & Safety and School Food Service Basics must be repeated every 3 years. The Food Service Supervisor may require a cook to complete any course due to changes in course content, regulations, or employee concerns.

4. An employee will be paid for hours that he/she attends each required course for his/her current classification at his/her hourly rate. Payment shall be made upon completion of each course.

   If any employee does not pass a course, the employer will inquire if the employee wants to retain employment and the employee will have the opportunity to freely and voluntarily choose to do so. If the employee chooses to retain employment, he/she will pay any and all fees associated with passing the course.

5. Classes may be taken at GISD or any place in the state of Michigan where they are offered.

6. The Food Service Supervisor may extend the deadline for course requirements in the case of any emergency at his/her discretion.

ARTICLE XVIII - RATES OF PAY

SECTION 1. Rates of pay for each classification shall be set forth in Appendix A attached hereto and made a part hereof. Appendix A is subject to the unemployment compensation provisions of Article XV, Section 10.

SECTION 2. When a new job is created which cannot properly be placed in an existing classification, the Employer, upon determining the qualifications and duties thereof, shall post the same upon the bulletin board and establish a rate thereof. If the Union desires to negotiate concerning the rate so established, it shall notify the Employer of that fact within five (5) working days after such posting, and the parties will arrange a meeting on the matter; otherwise, the rate shall become permanent for the duration of this Agreement.

SECTION 3. Whenever an employee is required by the Employer to work in a higher rated classification within the bargaining unit, compensation will be paid for all hours worked in such capacity at the starting rate of the higher classification unless his own rate exceeds such starting rate, in which case he will be paid at the rate in the higher classification which is next higher than his own rate. Housekeepers may serve as substitutes for other custodial/maintenance employees and will be paid at the hourly rate for the position they are subbing for.

SECTION 4. If the district uses teacher professional development days to count in lieu of student contact time, CFMT members shall have required professional development or scheduled work to be determined by their supervisor and will be paid their hourly rate for the time worked. This professional development will result in the employees being paid no less than their normal daily schedule.

ARTICLE XIX - MISCELLANEOUS

SECTION 1. Summer Jobs: The Employer will notify the local president or other person designated by the Union as to the existence of all summer job openings on non-professional work, but the awarding of non-bargaining unit work will not be subject to the grievance procedure. However, preference will be given to unit employees as to all extra custodial work during the summer. The employer is not required to offer employment if doing so would increase the employees' average weekly wage above thirty (30) hours per week.

SECTION 2. Supplemental Agreements: The parties acknowledge that during 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 Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees, that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Provided, however, that if the parties shall hereafter mutually agree to vary this Agreement it may be done by a supplemental written agreement, subject to ratification by the parties.

SECTION 3. The Agreement shall be posted on the District website within thirty (30) days after it is signed. The union or employees may request hard copies of the agreement.

SECTION 4. Employees shall not be responsible for the discipline or supervision of detention students.

SECTION 5. Each employee and his/her spouse is entitled to one (1) pass to all home athletic contests.

SECTION 6. Use of Alcohol/Controlled Substances and Treatment: The use of intoxicating liquors or controlled substances during working hours, drinking alcoholic beverages or using controlled substances on school property, or being under the influence of intoxicants or controlled substances on school property or during working hours is strictly forbidden. Controlled substances are those set forth in

the Michigan Controlled Substances Act and are commonly called illegal or street drugs. These include, but are not limited to, cocaine, marijuana, and heroin.

Failure to comply with these regulations shall subject the employee to penalty of indefinite suspension or dismissal from the employment of the Board of Education. The Board, however, may choose not to suspend or dismiss if the employee becomes involved in a program designed to correct substance abuse.

SECTION 7. At the beginning of each school year, custodians, within their own buildings, may select by virtue of seniority, the areas in which they will work. The size and the locations of these areas will be equitable, and be determined by the Building Principal after consultation with the Head Custodian of the building. The Building Principal, again with consultation with the Head Custodian, may make changes in assignments when deemed necessary.

SECTION 8. The Employer shall provide for each building approved first aid kits and protective eye shields as needed.

SECTION 9. Inservice Training: Two (2) bargaining unit members from each of the three (3) departments and such administrators as the Board may designate will jointly meet to discuss possible inservice programs which may be beneficial to the employees and the school district.

SECTION 10. Custodial Evaluations:

A. Custodians shall be evaluated once each year. This does not include the probationary evaluations.

B. All evaluations shall be upon the official form approved by the Board of Education.

C. The evaluation shall be conducted by the building principal or his/her designee.

D. A copy of the evaluation shall be given to the employee who may, within five (5) working days hereafter, respond to the evaluation in writing. Such response will be attached to the evaluation in his/her personnel file.

SECTION 11. Snow/Emergency Days:

A. Custodians and maintenance staff are expected to report to work for their regularly scheduled shift on snow/emergency days. Custodians and maintenance staff will be paid time and one half their regular hourly wage. Custodians and maintenance staff will be paid double their hourly wage for additional hours beyond their regularly scheduled shift. All time on these days must be pre-approved by the supervisor.

B. Bus drivers and cooks are not expected to report to work on snow/emergency days but are required to report if called in by their supervisor. If required to report, the employee will be notified by their supervisor prior to their report time. Employees cannot be required to report to work on snow/emergency days if not notified prior to their normal scheduled report time.

C. Bus drivers and cooks will be paid their scheduled hourly rate for the first six snow/emergency days unless they are called into work. If called into work, bus drivers and cooks will be paid time and one half for the hours they actually work. All time on these days must be pre-approved by the supervisor.

D. If school is cancelled, cooks and bus drivers will be notified at least 30 minutes prior to their report time. If the employee is not notified at least 30 minutes prior to his/her report time, and he/she reports to work, he/she will receive a minimum of one hours pay. “Notification” will be defined as an email and/or text alert. It is the employees’ responsibility to ensure that the district has updated contact information, including a reliable cell phone number and/or email for notification purposes and employees will need to sign up to receive District emails and text alerts.

SECTION 12. Emergency Financial Manager:

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

SECTION 13. At the beginning of each school year, the Board shall provide a clothing allowance as a reimbursable expense, not to exceed $200 per employee, to all custodial and maintenance employees. Reimbursable items shall be strictly limited to a pre-approved list of acceptable items provided annually by the Superintendent or designee.

SECTION 14. If a custodian/maintenance staff member is scheduled for an event and that event is cancelled within 24 hours of the start of the event OR the event is cancelled without notifying the staff member and they show up, the member will be paid for two hours or the actual time of the scheduled event, whichever is the shorter timeframe. In these circumstances, staff members will be required to complete work as determined by their supervisor in order to receive pay. This pay will be at the rate they would have received if the event occurred. No cancellation pay shall be provided if the event cancellation is due to weather-related conditions.

ARTICLE XX - SAVINGS CLAUSE

SECTION 1. If any article or section of this contract or if any riders thereto should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with it, or enforcement of it, has been restrained, shall not be affected thereby. In the event that any article or section is held invalid, or enforcement thereof, or compliance therewith, has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE XXI - DURATION OF AGREEMENT

SECTION 1. This Agreement shall be effective as of the 14th day of September 2026, and shall continue in full force and through the 30th day of June 2028. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

DAVISON CUSTODIAL/FOOD SERVICE/MAINTENANCE/TRANSPORTATION ASSOCIATION, MEA/NEA (CFMT)

Catherine Curl, President — Date: 10-02-2026

DAVISON BOARD OF EDUCATION

Holly Halabicky, President — Date: September 14, 2026

Alicia Hensley, Secretary — Date: September 14, 2026

APPENDIX A – Davison Community Schools Pay Schedule
2026/2027 and 2027/2028 HOURLY RATES

2026/2027 School Year:

* Employees eligible to receive an experience step will receive one (1) step on-scale.
* There will be a $2.00 increase on the Salary Scale for Cooks.
* There will be a $1.00 increase on the Salary Scale for all other CFMT employees.
* Field trip rate for Bus Drivers will increase to $19.00 per hour..

LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Custodians:								
Start	$ 18.82							
End Probation	$ 19.03							
1 Year		$ 19.77	$ 20.51	$ 21.26	$ 22.00	$ 22.73	$ 23.48	$ 24.65
Housekeeper:								
Start	$ 18.25							
End Probation	$ 18.46							
1 Year		$ 19.01	$ 19.58	$ 20.17	$ 20.79	$ 21.43	$ 22.10	$ 22.79
Head Custodian (Siple, Thomson, Hill, Cardinal Center:								
Start	$ 19.98							
End Probation	$ 20.20							
1 Year		$ 20.93	$ 21.66	$ 22.40	$ 23.17	$ 23.90	$ 24.61	$ 25.80
Head Custodian (Gates):								
Start	$ 20.49							
End Probation	$ 20.69							
1 Year		$ 21.44	$ 22.16	$ 22.90	$ 23.66	$ 24.39	$ 25.11	$ 26.31

Head Custodian (Middle School, Hahn Intermediate, Central):								
Start	$ 20.72							
End Probation	$ 20.82							
1 Year		$ 21.58	$ 22.30	$ 23.04	$ 23.78	$ 24.53	$ 25.30	$ 26.45
Head Custodian (High School):								
Start	$ 20.96							
End Probation	$ 21.14							
1 Year		$ 21.89	$ 22.61	$ 23.35	$ 24.11	$ 24.86	$ 25.58	$ 26.77
Maintenance:								
Start	$ 20.02							
End Probation	$ 20.20							
1 Year		$ 20.93	$ 21.66	$ 22.40	$ 23.17	$ 23.90	$ 24.61	$ 25.80
District Maintenance:								
Start	$ 22.01							
End Probation	$ 22.18							
1 Year		$ 22.93	$ 23.65	$ 24.40	$ 25.14	$ 25.89	$ 26.61	$ 27.83
LEVEL	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Cooks								
Start	$ 15.80							
End Probation	$ 15.90							
1 Year		$ 15.98	$ 16.74	$ 17.45	$ 18.21	$ 18.96	$ 19.68	$ 20.74

Head Cook (Elementary Schools):								
Start	$ 16.24							
End Probation	$ 16.34							
1 Year		$ 16.86	$ 17.61	$ 18.33	$ 19.05	$ 19.82	$ 20.56	$ 21.59
Head Cook (Middle School):								
Start	$ 16.32							
End Probation	$ 16.42							
1 Year		$ 17.16	$ 17.89	$ 18.61	$ 19.35	$ 20.11	$ 20.83	$ 21.88
Head Cook (High School):								
Start	$ 16.59							
End Probation	$ 16.69							
1 Year		$ 17.43	$ 18.19	$ 18.89	$ 19.63	$ 20.41	$ 21.12	$ 22.17
LEVEL	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Transportation (Hourly Rate):								
Start	$ 17.04							
End Probation	$ 17.73							
1 Year		$ 18.37	$ 19.02	$ 19.65	$ 20.30	$ 20.92	$ 21.56	$ 22.54
Special Education Transportation (Hourly Rate):								
Start	$ 21.89							
End Probation	$ 22.49							
1 Year		$ 23.09	$ 23.72	$ 24.39	$ 24.99	$ 25.63	$ 26.28	$ 27.26

Dispatchers (Hourly Rate):								
Start	$ 18.30							
End Probation	$ 19.04							
1 Year		$ 19.73	$ 20.45	$ 21.47	$ 22.34	$ 23.21	$ 24.08	$ 24.95
Field Trips (Hourly Rate):	$ 19.00							

2027/2028 School Year:

* Employees eligible to receive an experience step will receive one (1) step on-scale.
* There will be a $0.50 increase on the Salary Scale.

LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Custodians:								
Start	$ 19.32							
End Probation	$ 19.53							
1 Year		$ 20.27	$ 21.01	$ 21.76	$ 22.50	$ 23.23	$ 23.98	$ 25.15
Housekeeper:								
Start	$ 18.75							
End Probation	$ 18.96							
1 Year		$ 19.51	$ 20.08	$ 20.67	$ 21.29	$ 21.93	$ 22.60	$ 23.29
Head Custodian (Siple, Thomson, Hill, Cardinal Center:								
Start	$ 20.48							
End Probation	$ 20.70							
1 Year		$ 21.43	$ 22.16	$ 22.90	$ 23.67	$ 24.40	$ 25.11	$ 26.30
Head Custodian (Gates):								
Start	$ 20.99							
End Probation	$ 21.19							
1 Year		$ 21.94	$ 22.66	$ 23.40	$ 24.16	$ 24.89	$ 25.61	$ 26.81
Head Custodian (Middle School, Hahn Intermediate, Central):								
Start	$ 21.22							
End Probation	$ 21.32							
1 Year		$ 22.08	$ 22.80	$ 23.54	$ 24.28	$ 25.03	$ 25.80	$ 26.95
Head Custodian (High School):								

Start	$ 21.46							
End Probation	$ 21.64							
1 Year		$ 22.39	$ 23.11	$ 23.85	$ 24.61	$ 25.36	$ 26.08	$ 27.27
Maintenance:								
Start	$ 20.52							
End Probation	$ 20.70							
1 Year		$ 21.43	$ 22.16	$ 22.90	$ 23.67	$ 24.40	$ 25.11	$ 26.30
District Maintenance:								
Start	$ 22.51							
End Probation	$ 22.68							
1 Year		$ 23.43	$ 24.15	$ 24.90	$ 25.64	$ 26.39	$ 27.11	$ 28.33
LEVEL	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Cooks								
Start	$ 16.30							
End Probation	$ 16.40							
1 Year		$ 16.48	$ 17.24	$ 17.95	$ 18.71	$ 19.46	$ 20.18	$ 21.24
Head Cook (Elementary Schools):								
Start	$ 16.74							
End Probation	$ 16.84							
1 Year		$ 17.36	$ 18.11	$ 18.83	$ 19.55	$ 20.32	$ 21.06	$ 22.09
Head Cook (Middle School):								

Start	$ 16.82							
End Probation	$ 16.92							
1 Year		$ 17.66	$ 18.39	$ 19.11	$ 19.85	$ 20.61	$ 21.33	$ 22.38
Head Cook (High School):								
Start	$ 17.09							
End Probation	$ 17.19							
1 Year		$ 17.93	$ 18.69	$ 19.39	$ 20.13	$ 20.91	$ 21.62	$ 22.67
LEVEL	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Transportation (Hourly Rate):								
Start	$ 17.54							
End Probation	$ 18.23							
1 Year		$ 18.87	$ 19.52	$ 20.15	$ 20.80	$ 21.42	$ 22.06	$ 23.04
Special Education Transportation (Hourly Rate):								
Start	$ 22.39							
End Probation	$ 22.99							
1 Year		$ 23.59	$ 24.22	$ 24.89	$ 25.49	$ 26.13	$ 26.78	$ 27.76
Dispatchers (Hourly Rate):								
Start	$ 18.80							
End Probation	$ 19.54							
1 Year		$ 20.23	$ 20.95	$ 21.97	$ 22.84	$ 23.71	$ 24.58	$ 25.45
Field Trips (Hourly Rate):	$ 19.50							

Experience credit may given to newly hired employees for experience gained prior to service in the Davison Community

Schools. New hires shall not be granted more experience credit than an existing employee with the same number of years of experience in the Davison School District.

ALL EMPLOYEES:

Longevity: A longevity payment shall be made in the first pay period following the seniority date as follows.

Custodians:

10-11 Years	5.0 Days Pay
12-17 Years	6.0 Days Pay
18-24 Years	7.0 Days Pay
25 Years and Over	8.0 Days Pay

Cooks:

10-11 Years	5.0 Days Pay
12-17 Years	6.0 Days Pay
18-24 Years	7.0 Days Pay
25 Years and Over	8.0 Days Pay

Drivers:

10-11 Years	5.0 Days Pay
12-17 Years	6.0 Days Pay
18-24 Years	7.0 Days Pay
25 Years and Over	8.0 Days Pay

APPENDIX B - JOB DESCRIPTIONS

I. CUSTODIAN

A. Supervision:
Under the direction of the Principal and the Head Custodian of the building in which he/she works and of the Supervisor of Custodial Services.

B. General:
To perform all general custodial duties as assigned by the Head Custodian.

C. Duties:

1. Cleanliness of assigned area, including sweeping, dusting, waxing and buffing of floors, waste emptying, blackboard cleaning, repairing furnishings, etc.
2. Handling or assisting in handling incoming or outgoing parcels or freight or express.
3. Assisting in general cleaning and maintenance of the entire building during school vacation periods or at times set up by Head Custodian.
4. Snow removal from entrances, and other snow removal as directed by Head Custodian of his/her building.
5. Maintain lawns, shrubs, walks, and outside areas as directed by Head Custodian of his/her building.
6. Assist in the general security of the building on regularly scheduled working days.
7. Clean vents in kitchen as directed.

D. Qualifications:

1. Capable of performing assigned duties.
2. Good moral character.
3. Ability to read and follow written directions.
4. Capable of working around children.
5. Ability to climb and work at heights on the bleachers at the High School and Middle School.

II. DISTRICT MAINTENANCE PERSON

A. Supervision:
Under the direct supervision of the Supervisor of Custodial Services

B. General:
Responsible for doing maintenance work throughout the district in the area of both buildings and grounds.

C. Duties:

1. Maintenance

a. To work with the Head Custodians in each building in the following areas district wide:

1) Preventative maintenance of the boilers.

2) Preventative maintenance of all air handling units (fans), circulating pumps, sump pumps, air conditioning units.

3) Repair and/or service mechanical equipment.

4) Repair furniture, window shades, locks, broken windows.

5) Demonstrate knowledge in the basic techniques of electrical, plumbing, carpentry, heating and air conditioning.

6) Assist in the removal of snow from walks and parking lots as needed.

7) Assist in maintaining the athletic grounds, bleachers, and any outside buildings.

8) Assist in maintaining lawns, shrubs, walks as well as other outside facilities.

D. Qualifications:

1. Good moral character.

2. Dependable in the performing of assigned duties.

3. Able to read and comprehend written directions and materials.

4. Good physical and mental health.

5. Capable of working around children and general public.

6. Capable of operating independent of supervision.
7. Able to communicate oral and written directions for others to follow.

8. Basic ability to organize work tasks.

9. Ability to learn the basic techniques of electrical, plumbing, carpentry, heating and air conditioning.

10. Ability to climb and work at heights.

III. MAINTENANCE PERSON - HIGH SCHOOL

A. Supervision:
Under direct supervision of Head Custodian I and II and the Principal or his/her designee in the building in which he/she works and, in their absence, the Supervisor of Custodial Services.

B. General:
Responsible for doing custodial and maintenance work in his/her assigned building and grounds.

C. Duties:

1. Custodial

a) Cleanliness of assigned areas, including sweeping, dusting, waxing, buffing of floors, waste emptying, chalkboard cleaning, repairing furnishing, etc.

b) Handling or assisting in handling incoming or outgoing parcels, freight, or express.

c) Assisting in the general cleaning and maintenance of an entire building during school vacation periods or at times set by Head Custodian.

d) Assist in the general security of the building.

e) Assist in the checking of buildings, both Saturday and Sunday, for heating deficiencies, damage, vandalism, unlocked doors and open windows.

f) Assist cooks with items from the freezer list each day.

2. Maintenance

a) Preventative maintenance of the boiler.

b) Preventative maintenance of all air handling units (fans), circulating pumps, sump pumps, air conditioning units in assigned building.

c) Adjustment of thermostats for proper room temperature.

d) Repair and/or service mechanical equipment.

e) Repair furniture, window shades, locks, broken windows.

f) Repair and paint playground equipment.

g) Demonstrate knowledge in the basic techniques of electrical, plumbing, carpentry, heating, and air conditioning.

h) Keep walks free of debris and paper.
i) Remove snow from entrances, steps, or other areas. Assist in the removal of snow from walks and parking areas as assigned.

j) Maintain lawns, shrubs, walks and outside areas, general moving not included but must trim around building, flowers and shrubbery.

k) Maintain athletic grounds, bleachers and any outside buildings used by his/her assigned school.

D. Qualifications:

1. Good moral character.

2. Dependable in the performing of assigned duties.

3. Able to read and comprehend written directions and materials.

4. Good physical and mental health.

5. Capable of working around children and general public.

6. Capable of operating independent of supervision.

7. Able to communicate oral and written directions for others to follow.

8. Basic ability to organize work tasks.

9. Ability to learn the basic techniques of electrical, plumbing, carpentry, heating and air conditioning.

10. Ability to climb and work at heights.

IV. MAINTENANCE PERSON - HAHN INTERMEDIATE SCHOOL

A. Supervision:
Under direct supervision of the second shift Head Custodian and the Principal or his/her designee in the building in which he/she works and, in their absence, the Supervisor of Custodial Services.

B. General:
Responsible for doing custodial and maintenance work in his/her assigned building and grounds.

C. Duties:

1. Custodial

a) Cleanliness of assigned areas, including sweeping, dusting, waxing, buffing of floors, waste emptying, chalkboard/whiteboard cleaning, repairing furnishing, etc.

b) Handling or assisting in handling incoming or outgoing parcels, freight, or express.

c) Assisting in the general cleaning and maintenance of an entire building during school vacation periods or at times set by Head Custodian.

d) Open the building and assist in the general security of the building.

e) Assist in the checking of buildings, both Saturday and Sunday, for heating deficiencies, damage, vandalism, unlocked doors and open windows.

f) Repair and paint playground equipment.

g) Keep walks free of debris and paper.

h) Remove snow from entrances, steps, or other areas. Removal of snow from walks and parking areas, as assigned.

i) Maintain lawns, shrubs, walks and outside areas, including mowing and trimming around building, flowers and shrubbery.

j) Maintain athletic grounds, bleachers and any outside buildings used by his/her assigned school.

k) Assist cooks with items from the freezer list each day.

2. Maintenance

    a) Preventative maintenance of the boiler.
    b) Preventative maintenance of all air handling units (fans), circulating pumps, sump pumps, air conditioning units in assigned building.

    c) Adjustment of thermostats for proper room temperature.

    d) Repair and/or service mechanical equipment.

    e) Repair furniture, window shades, locks, broken windows.

D. Qualifications:

1. Good moral character.

2. Dependable in the performing of assigned duties.

3. Able to read and comprehend written directions and materials.

4. Good physical and mental health.

5. Capable of working around children and general public.

6. Capable of operating independent of supervision.

7. Able to communicate oral and written directions for others to follow.

8. Basic ability to organize work tasks.

9. Demonstrate knowledge in the basic techniques of electrical, plumbing, carpentry, heating and air conditioning.

10. Ability to climb and work at heights.

V. HEAD CUSTODIAN I - DAY SHIFT - ALL SCHOOLS EXCEPT HIGH SCHOOL

A. Supervision:
Under direct supervision of the Principal of the building in which he/she works, or his/her designee, and in his/her absence, the Supervisor of Custodial Services.

B. General:
Responsible for maintenance of assigned buildings and grounds in a safe, clean, and efficient manner. To schedule all work with the least inconvenience to teachers and classes. To schedule duties during vacation periods and snow days of personnel that are assigned to him/her and use their capacities to the school's best advantage.

To schedule custodial duties of all employees assigned to him/her on the day shift and use their capacities to the schools' best advantage. (See VI B)

C. Duties:

1. Custodial

a) Cleanliness of assigned areas, including sweeping, dusting, waxing, buffing of floors, waste emptying, chalkboard/whiteboard cleaning, repairing furnishings, etc.

b) Handling or assisting in handling incoming or outgoing parcels, freight, or express.

c) Assisting in the general cleaning and maintenance of an entire building during school vacation periods.

d) Assist in the general security of the building.

e) Assist in the checking of buildings, both Saturday and Sunday, for heating deficiencies, damage, vandalism, unlocked doors and open windows.

f) Assist cooks with items from the freezer list each day.

2. Open and checking buildings.

a) Unlock entrance doors.

b) Check complete building, heating, windows, and refrigeration.

c) Prepare for and clean up after lunch hour program.

3. Lead activities:
   a) Work schedules.

   b) Train new custodians.

   c) Delegation of workloads.

   d) Test new methods and materials.

   e) Upon request of building principal or his/her designee, transport monies to Food Service Office or local bank.

4. Maintenance:

   a) Preventative maintenance and operation of the boiler, servicing as required by the manufacturer.

   b) Preventative maintenance of all air handling units (fans) circulating pumps and sump pumps in his/her building.

   c) Adjustment of thermostats for proper room temperatures.

   d) Repair and/or service mechanical equipment.

   e) Repair furniture, window shades, locks, and broken windows.

   f) Repair and paint playground equipment.

   g) Summer - Keep walks free of debris and paper.

   h) Remove snow from entrances, steps, or other areas. Removal of snow from walks and parking areas, as assigned.

   i) Maintain lawns, shrubs, walks and outside areas, including mowing and trimming around building, flowers, and shrubbery.

   j) Maintain athletic grounds, bleachers, and any outside buildings used by your assigned school.

D. Qualifications:

1. Good moral character.

2. Dependable in the performing of assigned duties.

3. Able to read and comprehend written directions and materials.

4. Good physical and mental health.
5. Capable of working around children and general public.

6. Capable of operating independent of supervision.

7. Able to communicate oral and written directions for others to follow.

8. Basic ability to organize work tasks.

9. Demonstrate knowledge in the basic techniques of electrical, plumbing, carpentry, and heating.

10. Ability to observe and evaluate personnel under his/her direction.

11. Must have knowledge and be capable of training and instructing c custodians.

12. Ability to climb and work at heights.

E. Lateral Transfer

1. Since this position does not require any maintenance duties, the employee will not be allowed to laterally transfer to any other head custodian positions.

2. In the case that the second shift Head Custodian becomes interested in a different Head Custodian opening, they would need to apply for said open position.

VI. HEAD CUSTODIAN II - SECOND SHIFT - HIGH SCHOOL

A. Supervision:

Under direct supervision of the Principal or his/her designee and in their absence the Supervisor of Custodial Services.

B. General:

Responsible for maintenance of assigned buildings and grounds in a safe, clean, and efficient manner. To schedule his/her work with the least inconvenience to teachers and classes. To schedule custodial duties of all custodians assigned to him/her and use their capacities to the school's best advantage.

C. Duties:

The following are to be performed daily, or as required by the Head Custodian or employees assigned to him/her in accordance with his/her instructions to them:

1. Custodial:

a) Cleanliness of assigned areas, including sweeping, dusting, waxing, buffing of floors, waste emptying, chalkboard/whiteboard cleaning, repairing furnishings, etc.

b) Handling or assisting in handling incoming or outgoing parcels, freight, or express.
c) Assumes responsibility for general security of the buildings.

d) Service mechanical equipment used in cleaning.

e) Preparation for night activities. Including supervision and help setting up for activities, night classes, etc.

f) Remove snow from entrances, steps, or other areas. Removal of snow from walk and parking areas, as assigned.

g) Check building both Saturday and Sunday for heating deficiencies, damage, vandalism, unlocked doors and open windows.

2. Lead activities:

a) Help in selection, assignment, scheduling, and training of members of the custodial staff.

b) Monitors the time records of all night custodial employees in his/her building and presents AVO's to the Principal for his/her signature regarding sick days, overtime, vacations, and time without pay.

c) Maintains an inventory and recommends purchase of suitable supplies, tools, and equipment.

d) Evaluates the performance of the night custodial staff as required.

e) Upon the request of the Building Principal or his/her designee, transport monies to the bank.

f) Strives constantly to promote the safety, health, and comfort of the students and employees.

D. Qualifications:

1. Good moral character.

2. Dependable in the performing of assigned duties.

3. Able to read and comprehend written directions and materials.

4. Good physical and mental health.

5. Capable of working around children and general public.

6. Capable of operating independent of supervision.

7. Able to communicate oral and written directions for others to follow.
8. Basic ability to organize work tasks.

9. Ability to observe and evaluate work of custodians.

10. Must have knowledge and be capable of training and instructing custodians.

11. Demonstrate knowledge in the basic techniques of electrical, plumbing, carpentry, heating, and air conditioning.

12. Ability to climb and work at heights.

VII. HEAD CUSTODIAN - SECOND SHIFT - HAHN INTERMEDIATE SCHOOL

A. Supervision:
Under direct supervision of the Principal or his/her designee and in their absence the Supervisor of Custodial Services.

B. General:

Responsible for custodial classroom cleaning nightly.

C. Duties:

The following are to be performed daily, or as required by the Head Custodian or employees assigned to him/her in accordance with his/her instructions to them:

1. Custodial:

a) Cleanliness of assigned areas, including sweeping, dusting, waxing, buffing of floors, waste emptying, chalkboard/whiteboard cleaning, repairing furnishings, etc.

b) Handling or assisting in handling incoming or outgoing parcels, freight, or express.

c) Assumes responsibility for general security of the buildings.

d) Service mechanical equipment used in cleaning.

e) Preparation for night activities including supervision and help setting up for activities, night classes, etc.

f) Remove snow from entrances, steps, or other areas. Removal of snow from walks and parking areas, as assigned.

g) Check building both Saturday and Sunday for heating deficiencies, damage, vandalism, unlocked doors and open windows.

2. Lead activities:

a) Help in selection, assignment, scheduling, and training of members of the custodial staff.

b) Monitors the time records of all night custodial employees in his/her building and presents AVO's to the Principal for his/her signature regarding sick days, overtime, vacations, and time without pay.

c) Maintains an inventory and recommends purchase of suitable supplies, tools, and equipment.

d) Evaluates the performance of the night custodial staff as required.

e) Upon the request of the Building Principal or his/her designee, transport monies to the bank.

f) Strives constantly to promote the safety, health, and comfort of the students and employees.

g) Responsible for implementing a new team cleaning approach.

h) Responsible for the second shift custodians at the Intermediate Building as well as the second shift custodians at the Middle School.

D. Qualifications:

1. Good moral character.

2. Dependable in the performing of assigned duties.

3. Able to read and comprehend written directions and materials.

4. Good physical and mental health.

5. Capable of working around children and general public.

6. Capable of operating independent of supervision.

7. Able to communicate oral and written directions for others to follow.

8. Basic ability to organize work tasks.

9. Ability to observe and evaluate work of custodians.

10. Must have knowledge and be capable of training and instructing custodians.

11. Demonstrate knowledge in the basic techniques of electrical, plumbing, carpentry, heating, and air conditioning.

12. Ability to climb and work at heights.

VIII. HEAD CUSTODIAN I - HIGH SCHOOL

A. Supervision:

Under direct supervision of the Principal of the building in which he/she works, or his/her designee, and in his/her absence, the Supervisor of Custodial Services.

B. General:

Responsible for maintenance of assigned buildings and grounds in a safe, clean, and efficient manner. To schedule all work with the least inconvenience to teachers and classes. To schedule duties during vacation periods and snow days of personnel who are assigned to him/her and use their capacities to the schools' best advantage.

To schedule custodial duties of all employees assigned to him/her on the day shift and use their capacities to the school's best advantage.

To schedule custodial duties of all employees assigned to him/her on the day shift and use their capacities to the school's best advantage.

C. Duties:

1. Maintenance

a) Preventative maintenance and operation of the boiler, servicing as required by the manufacturer.

b) Preventative maintenance of all air handling units (fans), circulating pumps, sump pumps, and air conditioning units in his/her building.

c) Adjustment of thermostats for proper room temperatures.

d) Repair and/or service mechanical equipment.

e) Repair furniture, window shades, locks, and broken windows.

f) Repair and paint playground equipment.

g) Demonstrate knowledge in the basic techniques of electrical, plumbing, carpentry, heating and air conditioning.

h) Summer - Keep walks free of debris and paper.

i) Winter - Remove snow from entrances, steps, or other area where the mechanical equipment cannot go. Direct removal of snow from walks and parking areas.
j) Maintain lawns, shrubs, walks and outside area, general mowing not included but must trim around close to building, flowers, and shrubbery.

k) Maintain athletic grounds, bleachers, and any outside buildings used by your assigned school.

l) Assist cooks with items from the freezer list each day.

D. Custodial:

1. Open and check buildings.

a) Unlock entrance doors.

b) Check complete building, heating, windows, refrigeration and air conditioning.

c) Check building both Saturday and Sunday for heating deficiencies, damage, vandalism, unlocked doors and open windows.

2. Lead activities:

a) Work schedules.

b) Train new custodians.

c) Delegation of workloads.

d) Test new methods and materials.

e) Upon request of building principal or his/her designee, transport monies to Central Office.

E. Qualifications:

1. Good moral character.

2. Dependable in the performing of assigned duties.

3. Able to read and comprehend written directions and materials.

4. Good physical and mental health.

5. Capable of working around children and general public.

6. Capable to operating independent of supervision.

7. Able to communicate oral and written directions for others to follow.

8. Basic ability to organize work tasks.
9. Ability to observe and evaluate personnel under his/her direction.

10. Must have knowledge and be capable of training and instructing personnel under his/her direction.

11. Must be knowledgeable of the basic techniques of electrical, plumbing, carpentry, heating and air conditioning.

12. Ability to climb and work at heights.

IX. HEAD CUSTODIAN - CARDINAL CENTER

A. Supervision:
Under direct supervision of the Supervisor of Custodial Services.

B. General:
Responsible for maintenance of assigned buildings and grounds in a safe, clean, and efficient manner. To schedule all work with the least inconvenience to teachers and classes. To schedule duties during vacation periods and snow days of personnel who are assigned to him/her and use their capacities to the schools' best advantage.

To schedule custodial duties of all employees assigned to him/her on the day shift and use their capacities to the school's best advantage.

C. Duties:

1. Custodial

a) Cleanliness of assigned areas, including sweeping, dusting, vacuuming, waxing, buffing of floors, waste emptying, whiteboard cleaning, repairing furnishings, etc.

b) Handling or assisting in handling incoming or outgoing parcels, freight, or express.

c) Responsible for the general cleaning and maintenance of the entire building during school vacation periods or at times set by the Supervisor of Custodial Services.

d) Assist in the general security of the building.

e) Assist in the checking of buildings, both Saturday and Sunday, for heating deficiencies, damage, vandalism, unlocked doors and open windows. Those requests shall be compensated at a rate as provided in Article XV.

2. Lead activities:

a) Work schedules.

b) Train new custodians.

c) Delegation of workloads.

d) Test new methods and materials.

3. Maintenance

    a) Preventative maintenance and operation of the boiler, servicing as required by the manufacturer.

    b) Preventative maintenance of all air handling units (fans), circulating pumps, sump pumps, and air conditioning units in his/her building.

    c) Adjustment of thermostats for proper room temperatures.

    d) Repair and/or service mechanical equipment.

    e) Repair furniture, window shades, locks, and broken windows.

    f) Repair and paint playground equipment.

    g) Demonstrate knowledge in the basic techniques of electrical, plumbing, carpentry, heating and air conditioning.

    h) Summer - Keep walks free of debris and paper.

    i) Winter - Remove snow from entrances, steps, or other area where the mechanical equipment cannot go. Direct removal of snow from walks and parking areas.

    j) Maintain lawns, shrubs, walks and outside area, general mowing not included but must trim around close to building, flowers, and shrubbery.

    k) Maintain outdoor storage building.

E. Qualifications:

1. Good moral character.

2. Dependable in the performing of assigned duties.

3. Able to read and comprehend written directions and materials.

4. Good physical and mental health.

5. Capable of working around children and general public.

6. Capable to operating independent of supervision.
7. Able to communicate oral and written directions for others to follow.

8. Basic ability to organize work tasks.
9. Must be knowledgeable of the basic techniques of electrical, plumbing, carpentry, heating and air conditioning.

10. Ability to observe and evaluate personnel under his/her direction.

11. Must have knowledge and be capable of training and instructing personnel under his/her direction.

12. Ability to climb and work at heights.

X. CUSTODIAL - GENERAL

A. Inclement Weather:

All custodial personnel shall make every effort to report for work on days when school is closed for inclement weather. In the event that a custodian cannot arrive at work at his/her regular scheduled starting time, he/she shall arrive at work as soon as possible.

B. Building Checks:

Section III, D, 1c; Section IV, C, 1e; and Section V, D, 1c shall be interpreted such that when another custodian is on weekend duty, the custodian on duty and not the building head custodian shall do the building check. If any repairs are needed, the custodian on duty shall call the head custodian and/or maintenance person to do the repair, except for necessary temporary measures.

C. Head Custodian Building Check Expectations:

Walk all common areas of the building checking for, but not limited to, the following:

1. Check the operation of the boiler during heating season and the air conditioning during the cooling season.

2. Check the refrigeration at your building, which includes interior and exterior coolers and freezers.

3. Check all windows and doors for security, including cracks or damage.

4. Visually check the grounds for any safety issues.

5. Check all areas for standing water, which could be due to heating, air conditioning, as well as, roofing problems.

6. Check all restrooms.

7. Visually inspect cleaning areas throughout the building.

8. Perform any cleaning or maintenance work needed as your building check time allows.

9. Re-alarm building upon completion.

XI. HEAD COOKS - ALL SCHOOLS

A. Supervision:
Directly responsible to the Building Principal, with work coordinated by the Food Service Supervisor.

B. General:
Responsible for everything done in the kitchen by herself and employees assigned to her.

C. Duties:

1. Assign jobs to other workers in the kitchen.

2. Assist in the preparation and serving of all food in the cafeteria as required.

3. Upon receipt of menus, check storeroom and make out order for ensuing week. Have order in hands of Food Service Supervisor by Wednesday of each week. Assume responsibility of storage and disposal of unused foods.

4. Be responsible for cashiering and recording of daily receipts and deposits.

5. See that monies are delivered according to the Food Service Supervisor's instructions.

6. Give proper direction to cooks, and cooperate completely with the Building Principal and Food Service Supervisor.

7. Assume responsibility for seeing that the supply of food is replenished regularly during meal service periods.

8. Assist in the daily cleaning of the kitchen, serving and storage areas, with the exception of mopping floors.

9. Supervise the work of the food service employees.

10. Instruct the new food service employees in performing their assigned tasks.

11. Maintain records on food and supplies received and used.

12. Responsible for storage and disposal of unused foods.

13. Assist in inspecting the kitchen, cooking and mixing utensils, cafeteria and employees for cleanliness and sanitation purposes.

14. Assist in checking that all equipment in the cafeteria and kitchen areas are in safe, working condition.

15. Assist in marketing procedures and motivating food service employees to a higher level of performance.

16. Perform related duties as required.

D. Qualifications:

1. Capable of performing assigned duties.

2. Good moral character.

3. Able to read and follow written directions.

4. Capable of working with staff, students and general public.

5. Successful completion of statewide training in Basics, Sanitation & Safety and Principles of Food Preparation.

6. At least two classes of Level I training must be completed in order to apply for Head Cook Position. The remaining four classes must be completed in one year unless classes are not available. Employee may be required to take the class again.

7. Must be proficient in the School Nutrition Accountability Program (SNAP) and must pass SNAP proficiency test.

8. Qualified as a food handler under all laws and ordinances

9. Experienced in personnel management and quantity food preparation or able to demonstrate good skills in organization, planning and preparation of nutritious school and community meals.

10. Possess good communication skills, good planning and recording skills and the ability to work harmoniously with staff, students and parents.

XII. COOKS - ALL SCHOOLS

A. Supervision:
Under direct supervision of Head Cook of the building in which the employee works and/or the Principal thereof.

B. Duties:

1. Report for work at regularly scheduled time unless otherwise instructed by the Head Cook, and to work until assigned tasks are completed.

2. To carry out orders of the Head Cook in preparation and serving of food.

3. Be agreeable and pleasant with others.

4. Help with all clean-up jobs except mopping kitchen floors and emptying trash.

5. To work closely with other cooks and Head Cook to see that meals are properly prepared and served. To assist in maintaining a good food service operation.

6. Assist in maintaining records on food and supplies received and used.

7. Assist in the preparation and serving of all food in the cafeteria as required.

8. Assist in cleaning of equipment in the kitchen.

9. Assist at the cash register.

10. Assist in the responsibility of storage and disposal of unused foods.

11. Assist in the daily cleaning of the kitchen, serving and storage areas.

12. Perform related duties as required.

C. Qualifications:

1. Capable of performing assigned duties.

2. Good moral character.

3. Able to read and follow written directions.

4. Capable of working around children and the general public.
5. Successful completion of statewide training in Basics, Sanitation & Safety.

6. Experience in food preparation and cashiering or demonstrate good skills in food preparation and mathematics.

7. Possess good communication skills, good planning and recording skills and the ability to work harmoniously with staff, students and parents.

8. Qualified as a food handler under all laws and ordinances.

XIII. BUS DRIVERS:

A. Supervision:
Under direction of the Transportation Supervisor.

B. General:
To make preparations to drive bus according to time schedule and to follow the schedule.

To give proper care to the bus while in operation and to notify the Transportation Supervisor no later than one hour in advance if unable to drive at required time.

C. Duties:

1. To report for work at the bus lot and to be at the proper station at times set by Transportation Supervisor.

2. To drive the assigned runs and pick up and return students at assigned places.

3. To drive extra runs when assigned or needed.

4. To sweep out interior of bus daily.

5. To check tires before each run.

6. To keep rear exterior of bus clean, including brake lights, flasher lights, and lettering.

7. To follow all rules and regulations set forth in the Driver's Handbook.

8. To check bulletin board in the Bus Lounge on a daily basis.

9. To report defective equipment and maintenance items to the transportation office in writing.

10. To report to the Transportation Supervisor problems concerning the discipline of children while they are being transported on the bus, and to fill out the appropriate forms.

11. To return buses to the bus lot between runs unless approved otherwise by the Transportation Supervisor.

12. Keep an updated list of students.
13. To fuel the bus(es) he/she drives as needed.

14. Provide adequate supervision of students on the bus.

D. Qualifications:

1. Capable of performing assigned duties.
2. Good moral character.
3. Able to read and follow written directions.
4. Capable of working with children, including those with special needs.
5. Qualified as a bus driver under all laws and ordinances.
6. To attend bus driver school as required by the Employer.

XIV. DISPATCHERS:

A. Supervision:
Under direction of the Transportation Supervisor.

B. General:
Run the dispatch office efficiently and as smoothly as possible.

C. Duties
1. To report for work at the bus lot at times set by the Transportation Supervisor.

2. Be able to answer phones in a professional and courteous manner and take accurate messages.

3. Assign and fill daily driving assignments.

4. Keep an accurate schedule of departing field trips (day, date, and time).

5. Assign, organize and keep an accurate record of driver hours for field trips.

6. Assist in determining driver requests for time off.

7. Notify building administrators of route changes, delays and any information which may alter normal transportation service.

8. Process written bus repair needs.

9. Assist in receiving and transmitting radio calls to drivers.

10. Knowledge of bus routing and scheduling procedures.

11. Perform other duties as assigned by the Transportation Supervisor.

D. Qualifications:

1. Capable of performing assigned duties in a timely manner.

2. Good moral character.

3. Able to read and follow written directions.

4. Capable of working cooperatively with staff, parents and the public.
5. Capable of maintaining a positive attitude with employees and community members.

XV. BUS LOT AND GROUNDS HANDYMAN:

A. Supervision:
Under direction of the Supervisor of Buildings and Grounds and Transportation Supervisor.

B. Duties:

1. To gas up buses and check and maintain water and oil levels of all buses daily.

2. To assist generally in getting buses ready for daily runs, and to keep himself qualified to drive a bus run when assigned.

3. To help and assist the Supervisor of Buildings and Grounds in connection with other duties and activities assigned, such as general mowing, working at the stadium, etc.

4. Handling or assisting in handling incoming or outgoing parcels and freight or express.

C. Qualifications:

1. Capable of performing assigned duties.

2. Good moral character.

3. Able to read and follow written directions.

4. Capable to working around children, and willing and able to cope with their handicaps or special problems where required.

5. Qualified as a bus driver under all laws and ordinances.

XVI. HOUSEKEEPER

A. Supervision
Under the direction of the Principal and the Head Custodian of the building in which he/she works and of the Supervisor of Custodial Services.

B. General:
To perform all general custodial duties as assigned by the Head Custodian.

C. Duties:

1. Cleanliness of assigned area, including sweeping, dusting, waxing and buffing of floors, waste emptying, blackboard cleaning, repairing furnishings, etc.

2. Handling or assisting in handling incoming or outgoing parcels or freight or express.

3. Assisting in general cleaning of the entire building during school vacation periods or at times set up by Head Custodian.

4. Maintain lawns, shrubs, walks, and outside areas as directed by the Head Custodian of his/her building.

5. Assist in the general security of the building on regularly scheduled working days.

6. Clean vents in kitchen as directed.

D. Qualifications:

1. Capable of performing assigned duties.

2. Good moral character.

3. Ability to read and follow written directions.

4. Capable of working around children.

5. Ability to climb and work at heights on the bleachers at the High School and Middle School.

The Board of Education does not discriminate on the basis of race, color, national origin, sex, (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information or any other legally protected category, (collectively, "Protected Classes"), in its programs and activities, including employment opportunities.

APPENDIX C - CONTRACT MANAGEMENT COMMITTEE

1. The Board and the Association will work as a team to resolve mutual concerns and problems.

2. In order to facilitate communications between the Board and the Association, a Contract Management Committee (CMC) comprised of representatives from the Association and the Board will meet on a regular basis, usually monthly, to discuss topics and resolve issues and problems.

3. Employees, immediate supervisors/administrators, and building representatives are expected to share their problems and concerns at the program/building level or with the appropriate administrator so that the problem or concern can be researched, discussed, and resolved at the lowest possible level.

4. Problems and concerns that cannot be resolved at the program/building level or that may more appropriately be taken initially at Contract Management Committee may be referred to the Contract Management Committee by an employee, the Association, a supervisor, or the Board**.**

5. Nothing in this article shall be construed to prevent the employee or the Association from filing a grievance, or to present either party from making a negotiations proposal. However, the 20-day grievance filing deadline in Article VI, Section 1 of this agreement is delayed until a solution or recommendation is made by the Contract Management Committee.

6. The Contract Management Committee will attempt to resolve issues and problems prior to implementing the grievance procedure or referring them to the negotiations process. However, a problem may be taken through the grievance procedure and/or through the CMC at the same time or separately.

7. Issues or problems may be referred by the Contract Management Committee, the Association, the Board, or an employee to the grievance procedure or negotiations process if it is deemed that the CMC is not the appropriate committee to meet and resolve the issue or problem.

8. The Contract Management Committee will be responsible for overseeing the work of CMC committees dealing with problems and contract concerns as they may arise during the terms of this contract.

9. The parties agree the contract should provide flexibility for employees and administrators. To facilitate flexibility, employees and administrators may initiate contract deviation requests, using the Deviation Form to the Contract Management Committee.

The Contract Management Committee shall have the authority to adopt contract deviation requests by a ⅔ vote.

DAVISON COMMUNITY SCHOOLS
CFMT CONTRACT DEVIATION FORM

DEPARTMENT: _____ DATE SUBMITTED_____

STATEMENT OF DEVIATION:
_____
_____
_____

MASTER AGREEMENT LANGUAGE AFFECTED BY DEVIATION:

ARTICLE: _____ Decision making process by department:
PAGE #: _____ _____ YES _____ NO
Consensus _____

RATIONALE FOR DEVIATION:

MINORITY VIEW: (State or Attach)
_____

DECISION: _____ YES _____ NO

_____ _____
DECISION DATE CONTRACT MANAGEMENT TEAM

DECISION: _____ YES _____ NO

_____ _____
DECISION DATE CONTRACT MANAGEMENT TEAM

DISTRIBUTION: Department
Contract Management Team

DAVISON COMMUNITY SCHOOLS/DAVISON CFMT
PROCEDURES TO BE USED FOR CONTRACT MANAGEMENT COMMITTEE
Revised July, 2006

1. CONSENSUS/DECISION-MAKING

Decisions will be made by consensus of those present. If after two tries for strict consensus, one person is dissenting, a decision can be made with one dissent.

2 QUORUM

In order for a decision to be made, there must be at least 5 of the 7 Administrative team members and 6 of the 8 CFMT team members present.

3. REVISITING ISSUES

If the group by consensus, or if either team by strict consensus, wishes to reconsider a prior decision, it will be reopened.

4. AGENDAS

The agenda for the following meeting will be set by consensus at the end of each meeting, and will be adopted by consensus at the beginning of each meeting.

5. INCLUDED IN EACH AGENDA WILL BE

At the beginning:
1. Adopting agenda
2. Approve minutes of last meeting
3. Special reports
4. Adopting language from last meeting

Issues/Problem Discussions

At the end:
1. Set agenda for next meeting
2. Set meeting dates, times, places, food
3. Select facilitator for next meeting
4. Disseminating information
5. Debriefing

6. FACILITATOR

The facilitator will:
- Implement the agenda
- Move the group towards consensus
- Assist with compliance with ground rules
- Provide the opportunity for all to speak
- Assist in keeping time schedules

The facilitator will be alternated between sides, unless the group decides otherwise. Anyone can decline to facilitate. The facilitator will step out of the facilitator role to speak to an issue.

7. RECORDER

One person who is not a team member, will be selected by consensus as permanent recorder who will record problem form items at each meeting. That person will prepare minutes.

8. MEETING STRUCTURE

The group will be seated so all members can see each other. Seating will not be by teams. Meeting times will include both day session and afternoon/evening sessions.

Meeting dates and times will be set for 3 meetings. Tentative completion date is prior to opening of school.

The facilitator will announce a break upon request or at his or her discretion.

9. SPEAKING

Group members will speak at will; however, the facilitator may require that group members be recognized by the facilitator before speaking. Group members will try not to interrupt each other.

10. PROBLEMS

Use a Davison Problem Statement Form. See Appendix A.

On the first day of bargaining, all problem topics will be listed and briefly described and will be presented on problem statement forms.

The parties will use the following categories for issues:
1. Mutual issues (wages, fringe benefits)
2. Issues which must be decided in contract bargaining
3. Issues which can be deferred to CMC
4. Issues which can be sent to subcommittee
5. Editing not counted as issues

Editing will be presented first, if possible, and the group will decide whether any need to be counted as issues. The two sides will alternate presenting problems for discussion and decision-making.

All problems presented will be accepted by the group as a problem for discussion and decision-making.

The contract will stay the same except where it is changed by consensus of the group and ratified.

The group will decide which issues will be handled in contract bargaining, which in CMC, which in subcommittees, which to other forums.

11. CONTRACT MANAGEMENT COMMITTEE

    The contract management committee will be continued for the purpose of discussing ongoing problems and issues, and implementing the contract.

12. SUBCOMMITTEES

    The group may create joint subcommittees by agreement at any time. The rules of operation of subcommittees will be decided at the time of their creation.

13. CAUCUS

    Either side may caucus for 15 minutes, or as mutually agreed upon. The topic(s) to be discussed will be announced before the caucus. A summary of the caucus will be announced at the end of the caucus. The parties will make an effort to limit the number of caucuses.

14. COMMUNICATIONS OUTSIDE THIS GROUP

    Any press releases will be sent by consensus of the group. Officials from CFMT and the Board may respond in general terms to press inquiries, but issues on the table will not be discussed except by consensus.

    At the end of each meeting, the whole group will discuss what will be disseminated and then each team will decide what that team will disseminate to their constituencies.

15. CONFIDENTIALITY

    Any request for confidentiality will be considered by the group and decided on by consensus.

    Facts and opinions expressed in the group will not be related outside the group with the person's name attached, except by permission of that person. All members agree that sensitive information and opinions will be treated discreetly.

16. DEBRIEFING

    Ten (10) minutes of each meeting shall be reserved for debriefing.

    Anyone may speak for up to one (1) minute; anyone may pass; no one will respond to any comment made except by consent of the group. Anyone who passes can request to speak at the end.

17. PARTICIPANTS

    8 CFMT team members
    7 administrative team members
    Recorder

Outside facilitator (optional)

Resource people and others may be invited into the negotiations by consensus. The group will decide the role of non-group members in the negotiations.

18. CHANGING RULES

Rules can be changed by consensus of the group.

19. IMPASSES OR BREAKDOWNS IN PROCESS

If either side feels that the negotiations is at impasse or the process has broken down:

- The group will analyze the problem
- The group may consider bringing in an outside facilitator
- If the above do not work, the group will consider starting over in negotiations. If either team wants to start over, that will happen.

APPENDIX D
BEREAVEMENT ABSENCE FORM

NAME (PLEASE PRINT)	EMPLOYEE ID #	TODAY'S DATE

JOB TITLE	BUILDING	SUPERVISOR APPROVAL

DATE OF FUNERAL _____

TIME OF FUNERAL _____

LOCATION OF FUNERAL _____

RELATIONSHIP TO DECEASED

DATE AND TIME REQUESTED

(Supervisor must approve bereavement leave for other than immediate family. Immediate family include, but are not limited to: spouse, the immediate mother or father, mother or father of spouse, children, brothers or sisters, grandchild, son-in-law or daughter-in-law.)

COPIES TO: PERSONNEL OFFICE

SUPERVISOR

APPENDIX E

DAVISON COMMUNITY SCHOOLS GRIEVANCE FORM (CFMT)

Grievance #:	Date of Violation:	Date of Oral Discussion:	Date of Grievance Filing:
All Contract Articles and Sections Affected:			
Statement of Grievance – use additional paper as needed. PRINT or TYPE.			
Relief Sought – (What do you want done?) – BE SPECIFIC			
Grievant:	Position:	Building:	
CFMT Representative:			
Received by (Name – Building Principal):	Date Received by Building Principal or Designee:		
Date of Level 1 Meeting: Signatures:			
Level 1 Administration Disposition (to be written after Level 1 Meeting)			
Signed By (Respondent): Date:			

DAVISON COMMUNITY SCHOOLS GRIEVANCE FORM (CFMT)

LEVEL 2		
Grievance #: (from 1st page)	Date of Violation: (from 1st page)	
Date of Level 1 Meeting:	Date Level 1 Administration Disposition Received by Association:	Level 1 Administration Disposition Received by (Name):
Davison CFMT Member Response to Level 1 Disposition		
Signed By (Respondent)	Date:	
Received by (Name):	Date Received by Assistant Superintendent:	
Date of Level 2 Meeting: Signatures:		
Level 2 Administration Disposition (to be written after Level 2 Meeting)		
Signed By (Respondent):	Date:	

DAVISON COMMUNITY SCHOOLS GRIEVANCE FORM (CFMT)

LEVEL 3		
Grievance #: (from 1st page)	Date of Violation: (from 1st page)	
Date of Level 2 Meeting:	Date Level 2 Administration Disposition Received by Association:	Level 2 Administration Disposition Received by (Name):
Davison CFMT Member Response to Level 2 Disposition		
Signed By (Respondent)	Date:	
Received by (Name):	Date Received by Superintendent:	
Date of Level 3 Meeting: Signatures:		
Level 3 Administration Disposition (to be written after Level 3 Meeting)		
Signed By (Respondent):	Date:	

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