

**AGREEMENT**

**between**

**BOARD OF EDUCATION**

**of the**

**LAPEER COMMUNITY SCHOOLS**

**and**

**LAPEER COMMUNITY SCHOOLS  
CUSTODIAL EMPLOYEES UNIT  
OF LOCAL 1421, COUNCIL 25  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES**

**2012-2014**

**(Extended December 6, 2012)**

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## **AGREEMENT**

This agreement entered into on this 5th day of June, 2012, and extended the 6<sup>th</sup> day of December, 2012, between the Lapeer Community Schools' Board of Education (hereinafter referred to as the "Employer"), and the Lapeer Community Schools' Custodial Employees Unit of Local 1421, affiliated with the International Union of the American Federation of State, County, and Municipal Employees, and Council 25 AFL-CIO (hereinafter referred to as the "Union").

**PURPOSE AND INTENT:** A sound educational program as affects the best interest of the children of the community is the primary objective. The Employer and Union mutually agree to provide the best possible education for the children of the school district. To this end the Employer and the Union dedicate their efforts.

The purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer and employees. The Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### **ARTICLE 1** **RECOGNITION - EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all custodians and groundskeepers, and maintenance staff, employed by the Lapeer Community School District, but excluding all students, temporary employees, substitutes, management personnel, all other employees, and all contracted services.

### **ARTICLE 2** **AID TO OTHER UNIONS**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

### **ARTICLE 3** **UNION SECURITY, UNION DUES OR FEES AND PAYROLL DEDUCTIONS**

- A. During the term of this Agreement all employees shall pay either the membership dues of the Union or the appropriate representation service fee of the Union, not to exceed the amount of the dues uniformly required of members of the Union.
- B. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- C. The Board agrees to advise the Union in writing of all additions, deletions, or change in status of members of the bargaining unit.
- D. Payroll deduction shall be available for United Way, Lapeer County School Employees Credit Union, and any other programs jointed approved by the Union and the Board.
- E. The Union shall hold Lapeer Community Schools, its Board of Education, individual Board of Education

members both past and present, or executive and administrative employees, both past and present, harmless for any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the agency shop agreement herein contained. It is understood that the Union shall have the right to compromise claims which may arise under the hold harmless clause.

#### **ARTICLE 4** **STEWARDS AND ALTERNATE STEWARDS**

One steward, first shift; one steward, second shift. Additional stewards from the date of this contract will be based on a ratio of one per twenty (20) additional custodians.

#### **ARTICLE 5** **SPECIAL CONFERENCES**

Special conferences for important matters will be arranged at mutually agreed times between the unit president and the Employer, or its designated representative, upon the request of either party. Such meeting shall be between at least two (2) representatives of the Union and at least two (2) representatives of the Employer. 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. The members of the Union will meet, with no loss of regular pay for the time spent in such special conferences if the conference is held during the employees' regular work hours. This meeting may be attended by a representative of the Council, and/or a representative of the International Union. The Union representative may meet on the Employer's property for at least one-half hour prior to the special conference.

#### **ARTICLE 6** **GRIEVANCE PROCEDURE**

- A. A grievance is a complaint by an employee of the bargaining unit concerning any alleged violation of this Agreement.
- B. All grievances shall be handled by the following procedure:

**Step 1.** The employee shall first discuss the grievance with his/her supervisor within ten (10) days of knowledge of the occurrence of the facts on which the grievance is based in an attempt to resolve the grievance informally. An employee not satisfied with the supervisor's reply may take his/her grievance to the Union for consultation. Should the grievance be settled at this time, the Union will be notified of the settlement. The steward may attend if the employee requests. There shall be no more than a twelve (12) month limit from the occurrence of the grievance to the discovery thereof.

**Step 2.** If the grievance is to be processed further, within five (5) working days of the supervisor's reply the employee and his/her steward shall then reduce the grievance to writing, signed by the employee, and present the grievance to the supervisor. The employee and his/her steward shall then meet with the supervisor at a time designated by the supervisor within two (2) working days in a further effort to resolve the grievance. Within five (5) working days thereafter the supervisor shall communicate his/her decision, in writing, to the employee lodging the grievance and to the Union. In the event the supervisor is absent, the grievance may be brought directly to the superintendent or a designee.

**Step 3.** Within five (5) working days after the delivery of the supervisor's decision, the grievance may be appealed to the superintendent or a designee by the aggrieved employee, or by the Union. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based, and shall be accompanied by a copy of the decision at Step 2. Within ten (10) working days after delivery of the appeal, the superintendent or a designee shall investigate the grievance and shall communicate a decision in writing, together with the supporting reasons, to the

aggrieved employee, the Union, and to the supervisor. As part of his/her investigation the superintendent or a designee shall give the person or persons who presented the grievance at Step 2. an opportunity to be heard in the presence of a Union representative. The aggrieved employee and/or the Union shall present to the superintendent or a designee all evidence and arguments related to the grievance that they have knowledge of at the time of the appeal.

**Step 4.** If the grievance has not been settled, the Union may, within fifteen (15) days after the reply of the superintendent, by written notice to the other, request arbitration.

Arbitration under Step 4. of the Grievance Procedure shall be conducted as follows:

1. The arbitrator shall be selected, if possible, by mutual agreement of the Union and the Employer within seven (7) days after the request for arbitration has been given. If the parties cannot agree upon an arbitrator, the party requesting arbitration shall contact the American Arbitration Association and selection of the arbitrator shall be in accord with its established procedures.
2. The case on arbitration shall be presented by not more than two (2) representatives for the Union and two (2) representatives for the Employer.
3. The arbitrator shall be requested to issue his/her written decision within thirty (30) days after the conclusion of testimony and argument.
4. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Union and the Employer. However, each party shall be responsible for compensating its own representatives and witnesses and preparing its own case. If either party desires a verbatim record of the proceedings, it may cause such a record to be made at its own expense, provided it makes a copy thereof available without charge to the other party and to the arbitrator.

Any grievance settled at any step of the Grievance Procedure including any decision or award on arbitration, shall be deemed final and binding on the Union, the Employer, and the Employee(s) involved.

- C. If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the superintendent or his/her designee, and the processing of such grievance shall commence at Step 3. The grievance must be presented within fifteen (15) days of the occurrence of the facts on which the grievance is based.
- D. If the time limits described and defined in this procedure are not observed by the Union, the grievance will be considered to be abandoned. If the time limits described and defined in this particular Grievance Procedure are not observed by the Board, the Union may appeal the grievance to the next step only if the Union appeals to the next step within the number of days referenced above in relation to the step in which the time limit was not observed with such time limit beginning on the date that such time limit was exceeded.

## **ARTICLE 7**

### **BACK PAY CLAIMS**

The employer will reimburse any employee for earnings lost through the Employer's violation of this agreement, provided the employee makes timely use of the grievance procedure. No claim shall exceed the amount of wages the employee would have earned at his/her regular rate nor result in an increase in the employee's remuneration from all sources including unemployment compensation benefits and remuneration from other employment pursued in place of his employment with the Board of Education, minus expenses in connection with such employment. Reimbursement for earnings lost shall be limited to a twelve (12) month period.

**ARTICLE 8**  
**DISCHARGE, SUSPENSION OR DEMOTION**

- A. Where an employee is discharged, suspended or demoted to a lower paying classification, the employee and the steward shall be promptly notified thereof, in writing, by the Employer.
- B. In cases involving discharge or suspension, employees will be allowed to discuss their discharge or suspension with the steward. The Employer will designate an area where the employee and the steward may meet to discuss the discharge or suspension. Upon request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the steward.
- C. If the employee and/or the Union wish to file a grievance in connection with such discharge, suspension, or demotion to a lower paid classification, they may use the grievance procedure set forth in Article 6 hereof, with the following exceptions:
  - 1. The grievance shall be submitted in writing to the superintendent or his/her designee, directly, and the procedure of such grievance shall be commenced at Step 3.
  - 2. The grievance must be presented within fifteen (15) days of the date on which the employee was discharged, suspended, or demoted to a lower paid classification, or fifteen (15) days after notice has been given to the Union, whichever date is later.
- D. **Warnings or reprimands.** All warnings, reprimands and statements placed in an employee's personnel file shall also have copies forwarded to the Human Resources Office, employee and the Union. The employee shall be required to sign the notice which will verify that he/she has received such notice, but in no way shall be construed by anyone that he/she is agreeing with the notice.

**ARTICLE 9**  
**SENIORITY - PROBATIONARY EMPLOYEES**

- A. New employees hired into the unit shall be considered as probationary employees for the first twelve (12) months of their employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the original date of hire. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, and hours of employment. The employer shall have the right to discharge or discipline probationary employees at the sole discretion of the employer.
- C. Seniority shall be on an employee-wide basis, in accordance with the employee's last date of hire.
- D. Employees hired as part-time who work four (4) hours or less per day shall be credited with one-half (1/2) seniority credit.

**ARTICLE 10**  
**SENIORITY LISTS**

- A. Seniority shall not be affected by the race, sex, marital status, religion, handicap, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show names and job titles of all employees of the unit entitled to seniority.
- C. The Employer will keep the seniority list up to date at all times and will provide the unit secretary with

any changes at least yearly or upon request. A complete seniority list shall be provided to the unit once each year, in September.

- D. Employees who leave the bargaining unit for a supervisory position in the district shall have seniority frozen. Should they return to the unit, their seniority will be applied provided there has been no break in service to the district.

**ARTICLE 11**  
**LOSS OF SENIORITY**

An employee shall lose his/her seniority for the following reasons only:

- A. He/she quits;
- B. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement;
- C. He/she is absent for three (3) consecutive working days without notifying the Employer including three (3) such days immediately following sick leave or other leaves of absence. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated;
- D. He/she does not return to work when recalled from lay off as set forth in the recall procedure;
- E. He/she gives false reason for leave of absences or engages in other employment during such leaves;
- F. He/she retires;
- G. He/she is laid off for a period of two (2) years.

**ARTICLE 12**  
**SENIORITY OF OFFICERS AND STEWARDS**

Notwithstanding their position on the seniority list, the unit chairman and stewards shall in the event of a layoff of any type be continued at work as long as there is an AFSCME job in the district which they can perform and shall be recalled to work, in the event of a layoff, to the first open job in the district which they can perform.

**ARTICLE 13**  
**SUPPLEMENTAL AGREEMENTS**

All supplemental agreements shall be subject to approval of Employer and the Union as it pertains to this Agreement.

**ARTICLE 14**  
**REDUCTION IN WORKFORCE**

- A. The word "layoff" means a reduction in the working force.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary and temporary employees will be laid off first. Seniority employees will be laid off according to seniority as defined in Article 10.
- C. Employees to be laid off for an indefinite period of time will have at least fifteen (15) working days notice of layoff. The unit secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.



- D. In the event of building closing or job elimination, which may or may not reduce the workforce, the following procedure will apply for each affected employee.
1. Employees affected who possess required skills and/or certification(s) as determined solely by management will be moved laterally in positions of the same rate of pay to the lowest senior position within the rate of pay working the same shift. In the event a vacancy exists at the time of such a reduction in workforce, employees scheduled for displacement must accept a vacant position as assigned by management prior to being allowed to displace a seniority employee at the same status of the vacant position. Employees affected who do not possess required skills and/or certification(s) as determined solely by management will move downward to the position of the least senior person working the same shift in the next classification/pay grouping. If there is no less senior person working the same shift in the lower classification/pay grouping, the employee will move downward to the position of the least senior position in a lower priority shift within the classification. A vacancy that exists is determined to be the "least senior person" as referenced herein. If multiple such vacancies exist, management shall determine which vacancy will be used to staff the affected employee.
  2. If the affected employee is the lowest senior employee on that shift within the rate of pay, he or she will move to the least senior position in a lower priority shift within the classification/pay grouping or the employee may move downward to the position of the least senior person working the same shift in the next classification/pay grouping.
  3. If there is no less senior person working the same shift in the lower classification/pay grouping, the employee will move to the least senior position in a lower priority shift within the classification or the employee may move downward to the position of the least senior person working the same shift in the next classification/pay grouping (if there is a lower grouping).

For a period of twelve (12) months, an employee who possesses the required skills and/or certification(s) as determined solely by management and is bumped into a lower classification/pay grouping as the result of the above procedure shall not be reduced in compensation and shall have the first right to any available position in the higher classification/pay grouping from which he/she was bumped. An employee who does not possess required skills and/or certification(s) as determined solely by management and is bumped into a lower classification/pay grouping as the result of the above procedure shall receive the compensation of the position which he/she fills. Any subsequent transfer or promotion shall occur only pursuant to Article 15 and 16, respectively.

Shift priority is defined as follows:

1st priority - 1st shift; 2nd priority - 2nd shift; 3rd priority - 3rd shift.

An employee may not move to a higher shift priority unless the employee is replacing the least senior employee in the unit. Further, in the event a position in a higher classification/pay grouping becomes vacant, the employer shall follow contractual posting requirements to allow seniority employees in the higher classification/pay grouping an opportunity to transfer. Then, the employee who possesses required skills and/or certification(s) as determined solely by management and has been bumped to a lower classification/pay grouping shall have the first right to any subsequent available position in the higher classification/pay grouping from which he/she was bumped.

If an employee decides that the position available to him or her through the bumping process outlined above is not desirable, he/she may choose to fill the position of the least senior bargaining unit member. An employee choosing to fill the position of the least senior bargaining unit member shall be paid at the rate of the position filled.

In the event that an eliminated position is reinstated, the affected employee(s) will be returned to the previous position(s) if he/she possesses required skills and certification as determined solely by management respecting seniority unless an employee has posted for a different position subsequent to being displaced.

E. **Recall Procedure**

When the working force is increased after a layoff, employees will be recalled in a reverse order of layoff. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of receipt of notice of recall he shall be considered a quit.

F. **Substituting**

The parties designated below agree that when a custodial/maintenance employee on the official recall list substitutes on a temporary basis he/she shall be paid at the substitute rate established by management.

Employees on lay-off status shall not accrue sick leave, vacation time, seniority, or be paid for holidays.

**ARTICLE 15**  
**TRANSFERS**

- A. The parties believe that study is a prerequisite for professional growth of staff and, therefore, encourage the participation of employees in in-service and other training programs.

The employer may plan and implement a program of staff development for employees and explore other training programs.

Such staff development programs should be designed to address the professional development needs of employees who are working at a particular assignment or need to be prepared for a new assignment.

Minimally, the employer will make training manuals available to employees and may provide on-the-job training opportunities for the purpose of helping employees meet qualifications for transfers and promotions.

- B. Transfer is defined as an employee moving within a pay rate classification (e.g. from Schickler Custodian I position to Turrill Custodian I position) or to a lesser pay rate classification (e.g. East Custodian I to Mail Delivery). Voluntary transfer, as further referenced below in "E"., is defined as an employee who moves to a different position having the same pay rate classification or having a lesser pay rate classification. Involuntary transfer is defined in "F"., below.

If an employee is transferred to a position under the employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

- C. If and when operations or division or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days employees affected will be given the opportunity to transfer on the basis of seniority, desire, classification, and qualifications. Location exchange will be considered in such cases. The Employer has the final determination of the transfers, using the above factors.
- D. In the event of a vacant position within any classification or the creation of a new position within the bargaining unit, unless the position is used in an involuntary transfer as referenced below, the position will be posted in each school for a period of five (5) working days. This posting provision applies to Custodian II positions and, therefore, Custodian II positions that the Board has the right to contract/subcontract pursuant to the "Letter of Agreement Re: Contracted Service" are the positions that are open and available following such posting.

E. Voluntary Transfer

Employees must apply, in writing, to the management during the five (5) working day posting period if of the

employee desires to fill a vacant position. Employees who apply for a position having a lesser rate of pay shall be given an opportunity to transfer on the basis of seniority and qualifications including special skills or certification if referenced in job descriptions. If qualifications are equal, seniority shall prevail.

1. Employees who apply for a position having the same rate of pay will be transferred only if so determined solely by management. Employees shall have a ten (10) workday trial period during which the employee shall have the opportunity to revert back to his/her former position. Also, employees shall have a twenty (20) workday trial period at any time during which the Employer shall have the right to return the employee to his/her former position if, in the opinion of the Employer, the employee's work is unsatisfactory. In such cases notice and reasons shall be submitted to the employee, in writing, by the Employer with a copy to the Union. Each employee will be allowed a maximum of one (1) trial period of ten (10) workdays, during any twelve (12) month period of time, in which he/she may choose to return to his/her previous position. For assignments in a school building the employer may return an employee to his/her former position within the first twenty (20) workday period or, if all or part of said period is when students are not in attendance, within the first twenty (20) workday period during which students are in attendance.

The applicant awarded the transfer generally will be placed no later than ten (10) working days after the posting period closes.

The Employer shall pay for registration fees and other directly related expenses such as travel for required training pertaining to special skills or certification. Such fees and expenses shall be pre-approved by the Employer.

#### F. Involuntary Transfer

Involuntary transfer is defined as one (or more) employee(s) who is (are) transferred by the Superintendent, or his/her designee, to different position(s) due to one (or more) employees receiving an "unsatisfactory" performance rating on an "Employee Performance Rating Report." Such transfer may involve multiple employees as the result of only one employee receiving an "Unsatisfactory" Performance Rating. The following provisions apply to involuntary transfers.

1. An involuntary transfer may be made only to a position having the same or lower wage rate as defined in "Appendix B." An employee who is involuntarily transferred to a position having a lower wage rate shall receive the higher wage rate of the position held prior to the involuntary transfer until the conclusion of a twelve-month period following said involuntary transfer or until the employee voluntarily transfers to another position, whichever occurs first.
2. Prior to any involuntary transfer, the affected employee(s) and the Union President will be informed by the Superintendent, or his/her designee, that the involuntary transfer is planned. The affected employee(s) and the Union President will have the opportunity to meet with the Superintendent, or his/her designee, to explain their viewpoints regarding the planned involuntary transfer.

- G. Employees may be required to temporarily work in a higher classification and shall be paid the rate of the higher classification.
- H. Upon transfer to a position in a different building, the employee being transferred may have the opportunity, management to work with the person who most recently held that position if so determined solely by the management.
- I. In the event that a position requires special skills and/or certification, such skills and/or certification will be listed in the job postings. In the event that no bargaining unit member applicant possesses such skills and/or certification as determined solely by management, a new hire from outside the bargaining unit may be hired. Upon such hire, the employee shall become part of the bargaining unit.

- J. For buildings that have been merged to form a single school unit, custodians shall be considered assigned to both (or all) buildings comprising the single school unit. Any non-temporary building re-assignment within such a merged school unit will be preceded by related discussion involving the affected employee, building management, and central management. Such discussion will include the reason(s) for said re-assignment. This paragraph pertaining to building mergers is not intended to reduce the number of custodians (or head custodians) assigned to buildings involved in such a merger. This provision, however, does not alter the overtime equalization specified in Article 27 as overtime equalization is handled on a building basis.

## **ARTICLE 16** **PROMOTIONS**

- A. Promotion is defined as an employee being assigned to any higher pay rate classification [e.g. from Custodian II to Groundskeeper (Category 5 to Category 4)]. Required special skills and/or certification as referenced in job descriptions will be listed in each job posting. In the event that no bargaining unit member applicant possesses such skills and/or certifications as determined solely by management, an employee from outside the bargaining unit may be hired. Said employee shall become part of the bargaining unit. For positions in which multiple bargaining unit members possess the required skills and/or certification, the unit member who is best suited for the promotion as determined solely by management will be promoted. This will be determined through interview(s), reference check(s) with one (or more) former LCS supervisors, and review of "Employee Performance Rating Reports."

The applicant awarded the position generally will be placed no later than twenty (20) working days after the posting period closes. If the placement has not been made within twenty (20) working days, the employee will be paid the rate of the position he or she was awarded. In the event the senior qualified applicant is denied the promotion, reasons for denial shall be given in writing to the Union President.

- B. Promoted employees shall have a twenty (20) workday trial period in which to have the opportunity to revert back to his/her former classification and in which the Employer shall have the right to return the employee to his/her former classification if, in the opinion of the Employer, the employee's work is unsatisfactory. In such cases notice and reasons shall be submitted to the employee, in writing, by the Employer with a copy to the Union. For assignments in a school building:
1. the employee may have twenty (20) workdays that students are in attendance, if he or she chooses, prior to exercising his/her right to revert;
  2. the employer may return an employee to his/her former position within the first twenty (20) workday period or, if said period is when students are not in attendance, within the first twenty (20) days that students are in attendance.
- C. During said trial period, employees shall receive the rate of the job they are performing, and the Employer shall pay for registration fees and other directly related expenses such as travel for required training, if any. Such fees and expenses shall be pre-approved by the Employer.
- D. The employee being promoted may have the opportunity to work with the person who most recently held that position if so determined solely by the management. Any such work shall not be counted as part of the twenty (20) workday trial period referenced above.

## **ARTICLE 17** **VETERANS**

- A. Reinstatement of seniority employees: Any employee who enters into active service in the armed forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the

current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge.

- B. Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

A probationary employee who enters the armed forces and meets the foregoing requirements must complete his/her probationary period and upon completing it, will have seniority equal to the time he/she spent in the armed forces, plus sixty (60) days.

- C. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.
- D. Employees who are in some branch of the Armed Forces Reserve of the National Guard will be paid the difference between their reserve pay and their regular pay with the district when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year will be the limit of this provision.

## **ARTICLE 18**

### **LEAVES OF ABSENCE**

#### **A. Sick Leave**

All members covered by this Agreement will accumulate one (1) paid sick leave day per every two months, not to exceed six (6) days per year. Employees shall work eighteen (18) days in any month to qualify for paid sick leave. An employee while on paid sick leave, or on the payroll for pay purposes will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and those days will be construed as days worked.

Paid sick leave may be used when an employee's personal illness or physical incapacity makes him/her unable to work. Paid sick leave will be allowed so that an employee can care for his/her spouse or child who experiences a personal illness or physical incapacity.

Employees shall not accumulate more than ninety (90) days of sick leave. Employees who have accumulated more than ninety (90) shall be bought down to ninety (90) days as indicated below. Initial maximum buy-down shall be ninety (90) days.

Employees who have accumulated ninety (90) days of sick leave shall continue to be granted an additional sick leave day for each two months worked.

Those employees who have more than ninety (90) days as of June 30 of each year shall receive \$25 for each day above the ninety (90) day maximum.

Employee with perfect attendance (no sick time) during the fiscal year shall receive one day off with pay to be taken during the summer down time.

Employees shall be allowed to use sick time in the minimum increments of one-hour and in one-quarter hour increments beyond said one-hour minimum.

An employee claiming leave for illness extending beyond five (5) consecutive workdays shall be required, before being entitled to further sick pay, to submit to his/her immediate supervisor a physician's written statement which shall indicate the beginning date, nature, and estimated duration of the illness or

physical incapacity. Before an employee may return to work after personal illness of more than five (5) days duration, a statement shall be submitted to the employee's immediate supervisor from the employee's physician certifying that the employee is capable of returning to work. The Board may require the employee to have an examination by a physician designated by the Board and at the Board's expense.

**B. Bereavement Leave**

When applicable, each employee shall be entitled to bereavement leave without loss of pay in accordance with the following schedule. These days are not to be deducted from sick leave.

1. Four (4) days for death in the immediate family. Immediate family to include spouse, child or parent of employee.
2. Three (3) days for death in the family to include grandparents, grandchildren, brother, sister or in-laws of like relationship in this category and above.

One (1) working day a year for the death of a friend or relative not elsewhere defined in this agreement. Such day is deductible from sick leave. Additional days requested may be deducted from personal business days.

If additional time is needed for a death other than the above, approval must be obtained from the Superintendent of Schools or his/her designee and any additional time will be deducted from accumulated sick leave.

**C. Personal Leave Days**

1. Personal business is an absence necessitated by circumstances that are of a personal nature to the employee and cannot be attended to outside the normal working day. Personal business days shall be approved without substantiation or explanation except for the periods of time delineated on the personal business day request form, or if reasonable evidence exists to suspect use of personal business day leave for the unapprovable reasons stated on the request form. Due to the difficulty of securing substitutes on Fridays and a past history of excessive personal business day use on Fridays, employees are encouraged to plan for prearranged personal business days on days other than Friday. Employees may be contacted to request a rescheduling of personal business days contingent upon substitute availability.
2. Personal Business Leave Days may be granted to a maximum of one (1) day per year and to accumulate to four (4) days to attend to business affairs that cannot be performed outside the regular school day. Unused Personal Business Leave Days will be transferred to Sick Leave. Personal Business Days for part-time employees shall be prorated.
3. A request for a Personal Leave Day must be made in writing to the employee's immediate supervisor at least three (3) days in advance, unless the nature of the emergency precludes such notification. Personal Business Days shall not be granted for the day before or after a holiday or to extend a vacation, unless approved by the Superintendent or his/her designee.
4. It is the district's intent that personal business days are appropriate and typical of the following obligations, although these are not all inclusive: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, real estate transactions, honors convocations honoring the employee or members of his or her immediate family, legal or financial matters, moving, registration at a university, marriage, and other personal matters of a business nature.
5. All other requests for personal business leave must be specifically approved by the Superintendent or his/her designee.

6. The provision for paid personal leave is not to be used for the pursuit of sporting or recreational interests, hobbies, associations, shopping or other gainful employment.

D. **Emergency Leave**

Up to one emergency day per year will be granted and allowed to be used in one-quarter (1/4) day increments for emergency or catastrophe such as fire, flood, tornado, and accidents. Such leave shall be deducted from vacation leave.

E. **Unpaid Leave**

Upon written request, unpaid leaves of absence for reasonable periods up to one (1) year will be granted without loss of seniority for the following:

1. Serving in any elected position (public or union);
2. Parental Leave for the purpose of care for and/or preparation for a newborn child or the adoption of a child whose age at the time of adoption does not exceed ten (10) years of age. Request for such leave must be accompanied by a related statement from a physician if relating to a newborn or from a legal agency if relating to an adoption;
3. Medical Leave including prolonged illness in the immediate family. Request for such leave must be accompanied by a related statement from a physician;
4. Education Leave: During the period of such leave the employee shall, upon request of the employer, submit verification of continuing fulfillment of the purpose of the leave. The employee will be returned following the leave to the first available and vacant position for which the employee is qualified as determined solely by management.

Such leave may be extended by the employer for like cause.

F. **Family and Medical Leave Act Leave (FMLA)**

The Board will comply with provisions of the Family and Medical Leave Act (FMLA) of 1993 as amended. To be eligible for leave under the Act, an employee must have been employed for at least 12 months and must have worked for at least 1250 hours during the 12-month period immediately preceding an FMLA leave. To the extent required by law and for reasons referenced below, an eligible employee may take up to 12 work weeks of Family/Medical leave or qualifying Exigency Family Leave within a rolling twelve-month period and be restored to the same or an equivalent position upon their return to work. The Board adheres to a 12-month rolling period in tracking FMLA time for Family/Medical and Qualifying Exigency Family Leaves. In addition, an eligible associate may take up to 26 weeks of unpaid Military Caregiver Family Leave during a single 12-month period.

- a) Birth of an employee's child and in order to care for such child ;
- b) Placement of a child with the employee for adoption or foster care for such child;
- c) To care for the spouse child or parent of the employee, with a qualifying serious health condition;
- d) Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his/her position.

**QUALIFYING EXIGENCY FAMILY LEAVE** – Eligible employees may take leave for a “qualifying exigency” that arises when a spouse, parent or child is on or has been called to “covered active duty.”

“Covered Active Duty” means duty by a member of the regular Armed Forces during deployment to a foreign country. In the case of a member of the reserve component of the Armed Forces, “covered active duty” means duty during deployment to a foreign country under a call or order to active duty.

**MILITARY CAREGIVER FAMILY LEAVE** – An eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member may take leave to care for the covered service

member who suffers from a serious injury or illness incurred on active duty.

All FMLA leaves shall be unpaid following contractually appropriate utilization of all sick leave days and personal business leave days provided for in this contract; such paid leave days must be taken at the beginning of any leave taken under the Act and shall not extend the maximum 12 work week duration of the FMLA leave.

FMLA leave taken on an intermittent or reduced hours basis will be allowed only to the degree mandated by the Act.

To the maximum degree allowed by the Act, the employee shall provide notice prior to leave, certification to take leave, and medical certification to return from leave as may be required by the Board.

For additional information about the FMLA, please contact the Human Resources Office.

The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for an employee who has been granted leave pursuant to the Act. If the employee voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee. However, should such voluntary termination be the result of an employee's disability relating to the purpose of the FMLA leave and should such disability be the reason that the employee terminated his/her employment, recovery of premium payments as referenced herein will not be sought.

#### G. **Return to Position/Seniority**

1. For approved paid and unpaid leaves that are for periods of no more than one (1) year, the employee will be returned from leave to the specific assignment, if it exists, from which leave was taken. If the specific assignment does not exist, return will be pursuant to the process specified for "bumping" in the event of building closing or job elimination. Seniority will accrue for up to one (1) year while an employee is on leave.
2. For leaves that are approved by the employer to extend beyond one (1) year, the employee will be returned to the first available and vacant position for which the employee is qualified as determined solely by management. Seniority will be frozen at the time in which any leave extends beyond one (1) year.

#### H. **Workers Compensation Leave**

Employees who are on leave covered by workers compensation shall accrue seniority for the duration of said leave. The employee shall be returned to the specific assignment, if it exists, from which leave was taken if the leave is for a period of no more than one (1) year. For workers compensation leaves in excess of one (1) year, the employee will be returned from leave pursuant to the process specified for "bumping" in the event of layoff or building closing.

Employees qualifying for Workers' Compensation due to a work related illness or injury may be returned to work in a "Favored Work Position" that is designed to meet their physical needs and restrictions. Such work will either be AFSCME bargaining unit work or work that is not exclusive to any bargaining unit. The decision to return the employee to work will be made by the Superintendent or designee after consulting with the medical personnel responsible for advising the administration on work restrictions. Compensation for such a position will be such that the Board and/or Workers' Compensation carrier will assure the employee an amount equal to the employee's daily rate of pay for work occurring during each of the employee's regular workdays. For work outside regular workdays (i.e. vacation periods), the employee will be paid an amount equal to that earned under Workers Compensation regulations. Favored Work positions will not replace a regular position and are not subject to the position bidding process.



I. **Jury Duty**

An employee who serves on Jury Duty will be paid the difference between his/her pay for Jury Duty and his/her regular pay. On any day when a first shift employee is not seated on a jury or excused from jury duty, the employee shall report to work unless more than one-half (1/2) of his/her shift would be over by the time the employee could reasonably arrive at work. A second shift employee shall not be required to work more hours during a day which, if added to the number of hours spent on jury duty that day, exceeds the number of hours normally and customarily worked by the employee. The employee shall provide the Facilities and Grounds Supervisor with documentation signed by the Court regarding the time the employee was excused from jury duty each day.

**ARTICLE 19**  
**WORKING HOURS, SHIFT PREMIUM AND PREMIUM PAY AND HOURS**

- A. Employees who work on the second and third shift shall receive, in addition to their regular pay for the pay period, ten (10) cents per hour additional compensation for actual hours worked second shift and fifteen (15) cents per hour additional compensation for actual hours worked third shift. Any second or third shift employee required by management to work on the day shift at his/her normal classification shall continue to receive his/her shift premium. This provision, however, would not include the summer period when school is not in session for the summer, or at winter and spring recess times.
- B. The first shift is any shift that regularly starts on or after 4:00 a.m. but before 12:00 noon. The second shift is any shift that regularly starts on or after 12:00 noon but before 8:00 p.m. The third shift is any shift that regularly starts on or after 8:00 p.m. but before 4:00 a.m. A shift shall be considered a regular shift if it is a duration of at least seven (7) calendar days, except for days when school is not in session and the summer work schedule when any or all of the first and second shift workers can be formed into a combined work crew.
- C. The regular full workday shall consist of eight (8) hours per day excluding a thirty (30) or sixty (60) minute lunch period as determined solely by management which shall not be counted as hours worked in computing overtime.

When an employee's immediate supervisor requires an employee to work during his/her lunch time and the employee as a result does not receive a duty-free lunch period the employee's shift will end 30 or 60 minutes earlier, whichever is the length of the duty-free lunch period that was missed. Should it be necessary to keep the employee at work until the normal ending time, employees will be paid pursuant to this article. These provisions do not include reasonable changes in the lunch time schedule to accommodate special programs which may be occurring during the lunch time. The immediate supervisor may schedule regular lunch periods at a time least likely to involve duties arising during the lunch time.

- D. The normal work week shall consist of five (5) consecutive eight (8) hour days.

The workweek shall be considered 12:01 AM Saturday through 12:00 midnight Friday for payroll purposes.

- E. Employees who work eight (8) hours may take two (2) breaks of not to exceed fifteen (15) minutes per break as scheduled by the management with one during the first half and one during the second half of their regular shift. The same application of work breaks shall apply for overtime. Employees working less than eight (8) hours shall be entitled to one fifteen (15) minute working break.
- F. An employee called in to work outside a regular shift shall be guaranteed at least one (1) hour.

- G. Time and one-half will be paid for all hours worked over forty (40) in a workweek. Holiday pay, as referenced below, is considered hours worked for purposes of this overtime provision.
- H. Double time will be paid for all hours worked on Easter Sunday and actual holidays that are defined in this agreement (i.e. does not include a Monday or a Friday off due to the actual holiday falling on a Saturday or Sunday). This provision excludes regular scheduled security checks, which are paid at the rate of time and one-half for actual hours worked (minimum one hour) in addition to holiday pay.
- I. Management will consider employee input, if offered, regarding summer downtime work hours during the period when a building is closed to the public.

**ARTICLE 20  
HOLIDAY PROVISIONS**

- A. The paid holidays are designated as Fourth of July, Labor Day, Thanksgiving, Friday following Thanksgiving Day, the day before Christmas, Christmas Day, the day before New Year's Day, New Year's Day, the Friday before Easter, the Monday after Easter, and Memorial Day, respectively. Employees will be paid their current rate based on their regular hours of work for said holidays.
- B. Should a holiday fall on Saturday or Sunday, the Friday before or Monday after shall be considered as a holiday, as determined by the Employer.
- C. In those years in which July 4 falls on a Tuesday or Thursday, the preceding Monday or following Friday, respectively, will be observed as a holiday.

**ARTICLE 21  
VACATION ELIGIBILITY**

Based on service time as a unit employee, an employee will earn credits towards vacation with pay in accordance with the following schedule. Vacation time is determined as of June 30 each year and is available to be used the subsequent July 1 - June 30 as follows:

<u>Service time</u>	<u>Vacation Days</u>
a. less than one year	number of days from proration scale
b. one year or more but less than five years	7 days
c. five years or more but less than ten years	12 days
d. ten years or more	17 days

Note: Employees hired on or after July 1, 2010, will be limited to a maximum of 10 vacation days.

**Proration Scale**

Five Day Proration Scale

<u>Month of Hire</u>	<u>Days Earned</u>	<u>Month of Hire</u>	<u>Days Earned</u>
June	0	December	2 1/2
May	1/2	November	3
April	1	October	3 1/2
March	1 1/2	September	4
February	2	August	4 1/2
January	2 1/2	July	4 1/2

**ARTICLE 22  
VACATION PERIOD**

- A. Annual vacation time as referenced in Article 21 will be authorized by management with vacation

requests being granted during the year as suitable, considering the efficiency of operation of the department as determined solely by the management. Vacation time should be scheduled at least four (4) weeks prior to scheduled vacation if at all possible. The employee with the highest seniority will be given first consideration. Employees may take up to one-half (1/2) of their accrued vacation days to a maximum of five (5) vacation days per school year at a time other than during student and teacher vacation periods (i.e. winter, spring and summer recesses).

- B. As a general guideline, vacations should be taken in a period of five (5) consecutive days. However, management may authorize periods of less than five (5) days when the appropriate operation of a building or department would be maintained as determined solely by management. Vacations may be split into one or more weeks providing such scheduling does not excessively interfere with the operation as determined solely by management.

Vacation days may be taken in one (1) day increments to extend a weekend provided such use of vacation days does not comprise more than twenty-five (25) percent of the employee's annual allotment of vacation days. Request for such use of vacation days should be made at least six (6) working days prior to the requested vacation day.

- C. When a holiday, as observed in Article 20, falls during a scheduled vacation, the holiday will not be counted as a vacation day.
- D. Except for an employee who retires/resigns prior to using accrued vacation time, vacation may not be waived by an employee and extra pay received for working that period. If an employee does not take such vacation time in the year s/he is entitled to it, s/he will forfeit said vacation time and may not take said vacation time in the subsequent year.
- E. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled upon verification of the illness.
- F. Employees may use their earned vacation days as sick leave for an extended illness.
- G. Vacation days will not be advanced to an employee.
- H. Vacations from November 14th through November 30th of each year will be applied for in writing prior to September 30th of each year. No later than October 15th, employees will be given written notice of approval or disapproval, by seniority, of the leave requested. A maximum of five (5) custodial/maintenance employees will be allowed leave at any point during this period unless a district-wide emergency situation necessitates fewer absences of employees. In the event the District determines to allow vacations to more individuals than have applied prior to September 30th, such vacations will be granted on a first come-first serve basis.
- I. If an employee is laid off or retired, he/she will receive per diem compensation for any unused vacation credit, including that accrued in the current calendar year. A recalled employee who received such compensation for vacation credit accrued in the current calendar year will have commensurate vacation credit deducted from his/her vacation the following year.
- J. Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

**ARTICLE 23**  
**UNION BULLETIN BOARDS**

The employer shall provide the Union with bulletin boards in all buildings for posting notices of the following types:

1. Notices of recreational and social events
2. Notices of elections
3. Notices of results of elections
4. Notices of meetings

**ARTICLE 24**  
**RATES FOR NEW JOBS**

When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree with the description and rate being proper it shall be subject to negotiation. The Employer will confer with the Union as to whether or not such new job is in the bargaining unit. In the event the parties are unable to agree on recognition, the matter will be decided by formal hearing conducted by the MERC.

**ARTICLE 25**  
**TEMPORARY ASSIGNMENT**

For employees who are on vacation or sick leave, the management will determine how to cover for such vacation or sick leave.

**ARTICLE 26**  
**SAFETY**

Any employee who becomes aware of an unsafe condition within the school system shall report said condition, in writing, to the management as soon as possible.

Employees are responsible for wearing designated safety equipment when provided by the employer and instructed to do so by the employer. Employees are required to attend designated safety meetings when held during regular work hours and shall be paid mileage for their attendance or be provided transportation.

The employer agrees to provide appropriate MIOSHA safety equipment for all employees working in conditions that are unsafe or in conditions that require specialized protective devices or clothing. Clothing that is damaged while fulfilling the responsibilities of the job will be reimbursed as determined by the management providing the employee has taken the necessary preventions to protect himself/herself while carrying out his/her job responsibilities.

**ARTICLE 27**  
**OVERTIME**

- A. When extra work is needed as determined solely by management it will be assigned as determined solely by management. When the management determines there is a need for overtime, such overtime shall be offered on a rotation basis to all employees assigned to that building who are qualified to perform required work as determined solely by management, regardless of classification. For non-emergency situations, 24-hour notice of the overtime opportunity generally will be provided. For emergency situations, such notice is not feasible or expected.

When overtime work cannot be covered by the employees within the building, management shall offer the overtime to any qualified bargaining unit employees, regardless of classification. The overtime work shall be first offered on a rotation basis to employees who have expressed written interest in being

placed on the "Overtime Calling List." Management will call the employee whose turn it is for overtime based on the rotation process. Qualified shall mean the employee's ability, demonstrated by past work or by training, to perform the particular maintenance work or to operate particular equipment. Any employee who wished to qualify himself/herself for more overtime opportunities will be allowed to do so provided such training is done without additional cost to the district.

Any employee who turns down or does not respond to an opportunity for overtime, whether at the building level or District level as referenced above, will be ineligible for overtime until his/her name again comes up through the rotation process. An employee who does not answer his/her telephone when called regarding an overtime opportunity is considered to not have responded.

- B. Security checks shall be handled as determined by management. If offered in such a way as to result in overtime, security checks will be offered first to the Custodian with the highest classification in the buildings with such hours being included in the process of fulfilling item A.

## **ARTICLE 28 EMPLOYEE BENEFITS**

- A. It is the responsibility of each employee to apply for said insurance coverage. No employee shall be eligible for insurance coverage or for enhanced benefit level from a change in position assignment until the beginning of the month following thirty (30) days of work in a regular assignment qualifying for such coverage or enhanced benefit level and until enrolled in the policy. No employee will actually be covered by said insurance coverage until expiration of the waiting period, if any, and until the effective date of the coverage which shall be determined by the carrier. The district is not responsible for benefits available under said insurance coverage for any period when the employee is not covered by the carrier. Notwithstanding anything contained in this *Master Agreement*, all insurance benefits are subject to the terms and conditions of the applicable policy.

Changes in family status shall be reported by the employee within 30 days of such a change. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf and/or expenses incurred by the employer for failure to comply with this provision.

Each employee is responsible for enrolling in and modifying his/her enrollment as necessary for changes in family status. Should an employee fail to make such changes or to properly enroll, the Board shall not be responsible for any loss of insurance coverage suffered by the employee. When the employee makes such changes he/she will be provided a receipt by the secretary making the change.

- B. At the option of each employee and as selected in writing by each employee, the Board shall provide the HealthPlus HMO HDHP 05/YK/RX/XG or PPO HDHP 2G RX/QY hospitalization/medical plan or MESSA Choices II \$200/400, \$10 OV, Saver RX Hospitalization/Medical plan if MESSA allows HealthPlus to coexist with MESSA.

Coverage as referenced herein shall be for a single subscriber, individual and spouse or two person, or full-family, whichever is needed. The hospitalization/medical coverage shall be available to all part-time regular employees. If the part-time regular employee chooses such coverage, the Board shall pay a pro-rated portion of the Board payment referenced below and the employee shall pay the difference.

Consistent with P.A. 152, effective July 1, 2012, the Board shall pay no more than the following for the annual cost of medical insurance during the 2012-2013 and 2013-2014 school year.

### **2012-2013**

- \$5,500 for single person coverage
- \$11,000 for individual and spouse or two-person coverage
- \$15,000 for family coverage

**2013-2014**

- \$5,692.50 for single person coverage
- \$11,385 for individual and spouse coverage or two-person coverage
- \$15,525 for family coverage

Following the 2012-2013 school year, the Board will pay the premium amounts paid by the Board in 2012-2013 until a successor Master Agreement is effectuated.

Employee payment for his/her portion of the monthly premium shall occur through payroll deduction on a schedule to be determined by the Board after consultation with the Union.

Prior to each subsequent school year, the Union may initiate discussion with the Board regarding change of benefit levels and/or carriers.

Such allowance for medical insurance shall apply to only those custodians not insured under the medical insurance of their respective spouses.

In order to use the hospitalization/medical insurance coverage provided by the Board of Education, the employee must certify to the business office that he/she is not covered by said insurance through his/her spouse.

Employees hired on or after July 1, 2010 will be eligible only for the 1-person coverage referenced above.

- C. Each full-time employee hired prior to July 1, 2010 who does not take District medical insurance shall receive a monthly payment of \$190 after submitting the required Section 125 form. Each full-time employee hired on or after July 1, 2010 who does not take District medical insurance shall receive a monthly payment of \$75 after submitting the required Section 125 form.
- D. All full-time employees are eligible for a dental plan providing 80% coverage up to a maximum of \$2,000 in classes I, II, and III per benefit year. The maximum lifetime benefit for Class IV is \$1,000 per eligible person. If the employee has a spouse enrolled in a coordinating plan, he/she shall be eligible only for a 50% plan.
- E. All full-time employees shall be eligible for a vision care plan comparable to NVA III or any other plan as may be mutually agreed by the parties.

All employees working at least 20 hours per week but less than 40 hours per week shall be eligible for a vision care plan comparable to NVA I.

- F. **Life Insurance**  
Employees working more than twenty (20) hours per week will receive a thirty thousand dollar (\$30,000) term life insurance policy. Employees working twenty (20) hours per week or less shall receive a fifteen thousand dollar (\$15,000) term life insurance policy.
- G. **Retirement Allowance**  
Upon retirement or termination an employee with a minimum of ten years service shall be granted fourteen dollars and fifty cents (\$14.50) for each accumulated sick leave day.
- H. **LTD Benefits**  
A long term disability insurance policy providing sixty-six and two-thirds percent (66 2/3%) of salary after ninety (90) calendar days shall be provided.
- I. Three additional insurance options shall be made available to members during open enrollment providing there are a minimum of five (5) participants for each option. Payment will be made by means of payroll deduction.

- J. Unless provided for under the Family and Medical Leave Act, health benefits will be terminated thirty days after the month in which the employee is no longer on paid sick leave or using paid vacation time.

**ARTICLE 29**  
**WORKERS' COMPENSATION**

Each employee shall be covered by the applicable Workers' Compensation Laws.

In the event of an on-the-job accident in which the employee is entitled to benefits under the Workers' Compensation Act, the balance of the employee's average weekly earnings not covered by Workers' Compensation may be covered by sick leave pay at the employee option.

**ARTICLE 30**  
**NO STRIKE**

The Union fully recognizes that the statutes of the State of Michigan confer upon public employees and their organizations not only certain rights and privileges but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in the case the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Union agrees, on behalf of itself and all of those whom it represents, that the no-strike provisions of the Public Employment Relations Act (Act 336 of 1947, as amended), will be faithfully observed at all times during the length of this Agreement.

**ARTICLE 31**  
**MANAGEMENT RIGHTS**

The Union recognizes that the Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves *unto itself, without limitation*, all powers, rights, authority, duties and responsibilities conferred and vested in it by the Laws and Constitutions of the State of Michigan, and of the United States, including the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
3. To determine the work schedules, the hours of the working day, and the duties, responsibilities and assignments of all employees represented by the Union.
4. To provide security personnel from security agents for special events or times provided they shall not perform work of the bargaining unit.
5. To adopt and enforce reasonable rules and regulations.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, subject to special conference with the Union prior to becoming effective, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and Laws of the United States. Pursuant to Section 423.215 of the Public Employment Relations Act, the Board is the sole authority to decide matters that are labeled "prohibited subjects of bargaining" unless otherwise changed by subsequent law. Finally, pursuant to P.A. 9 of 2011, an emergency manager appointed under the Local Government and School District Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided within the Local Government and School District Fiscal Accountability Act.

**ARTICLE 32**  
**TERMINATION AND MODIFICATION**

This Agreement shall be in effect as of its date of ratification and shall continue in full force and effect until June 30, 2014. At any time subsequent to May 1, 2014, either party may give written notice to the other of its desire to negotiate a new Agreement for the following year, and meetings between the parties for that purpose shall begin not later than twenty (20) days after delivery of such written notification. Notice of termination or modification: Notice shall be in writing and shall be sufficient, if sent by certified, addressed mail to the Union to American Federation of State, County, and Municipal Employees, Local 1421, Council 25, G-4101 Clio Road, Flint, MI 48504, and if to the Employer, addressed to Superintendent, Lapeer Community Schools, 250 Second Street, Lapeer, MI 48446, or to any such address as the Union or the Employer may make available to each other.

The parties acknowledged that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that 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 referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to, or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed as of June 5, 2012.

Signed for Lapeer Community Schools'  
Board of Education

Signed for Lapeer Custodial Employees' Union  
Council #25 Affiliated with American Federation  
of State, County, and Municipal Employees  
AFL-CIO, Local #1421

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Mike Keller, President

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Craig Irish, President

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John P. Nugent, Secretary

\_\_\_\_\_  
Dave Peasley, Vice-President

\_\_\_\_\_  
Thomas Greyerbiehl, AFSCME



**APPENDIX A  
PENSIONS**

All employees covered by this Agreement will be covered by the Michigan Public School Employees Retirement Fund.

**APPENDIX B  
CLASSIFICATIONS AND RATES**

Classifications of employees shall be as follows with said classifications to be listed on respective job descriptions.

**A. Classification**

- 1 Maintenance  
Head Custodians – Senior Highs and Middle Schools(1)
- 2 Custodian I  
Lynch  
Mayfield  
Schickler  
Turrill
- 3 Custodian I  
Murphy  
ASC/Mail Delivery
- 4 Custodian I  
Community High School at Cramton  
East High School  
West High School (2)  
Groundskeeper/Relief
- 5 Custodian II

- (1) The Head Custodian in place at Zemmer Middle School at the time of contract ratification will be paid the Classification 2 rate for serving as Zemmer Middle School Head Custodian until passing all Level I and Level II exams as referenced in Head Custodian job description.
- (2) The Custodian I in place at West High School at the time of contract ratification will be paid the Classification 3 rate for serving as West High School Custodian I.

**2012-2013**

	<u>Start</u>	<u>6 Mos</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Year</u>	<u>4 Years</u>	<u>5 Years</u>	<u>6 Years</u>	<u>7 Years</u>	<u>8 Years</u>	<u>9 Years</u>	<u>10 Years</u>	<u>11 Years</u>
1	\$15.86	\$16.01	\$16.17	\$16.33	\$16.50	\$16.66	\$17.21						
2	\$15.09	\$15.24	\$15.40	\$15.56	\$15.71	\$15.87	\$16.40						
3	\$14.59	\$14.71	\$14.85	\$15.00	\$15.16	\$15.31	\$15.46	\$15.62	\$15.83				
4	\$13.71	\$14.08	\$14.49	\$14.63	\$14.77	\$14.92	\$15.07	\$15.23	\$15.38	\$15.46	\$15.53		
5	\$11.40	\$11.95	\$12.54	\$13.18	\$13.74	\$13.88	\$14.01	\$14.15	\$14.30	\$14.43	\$14.59	\$14.73	\$14.94

**Note:** 2012-2013 wage scale is subject to adjustments as defined in the "Letter of Agreement 2012-2013 and 2013-2014 SEIU Custodians Wage Schedule" no later than June 1, 2013.

**2013-2014**

To be developed no later than June 15, 2013 pursuant to provision "IV" of the "Letter of Agreement 2012-2013 and 2013-2014 SEIU Custodians Wage Schedule".

**APPENDIX C**  
**TEMPORARY EMPLOYEES AND SUBSTITUTE EMPLOYEES**

Temporary employees, as referred to in this Agreement, shall be defined as an employee used to perform seasonal work and/or to assist, the regular work force during down time. Use of temporary employees shall not result in the lay-off of regular employees.

**APPENDIX D**  
**VEHICLE EXPENSES**

An employee using his/her own vehicle for school business shall be reimbursed at the maximum rate allowable under IRS regulations.

**APPENDIX E**  
**WORK PERFORMED BY MANAGEMENT**

Management personnel shall not perform work normally performed by the bargaining unit except in the case of an emergency, for instruction or training of employees, including demonstrating the proper methods to accomplish the task assigned.

**APPENDIX F**  
**COPIES OF CONTRACT**

The Board will provide copies of the contract without expense to all members of the bargaining unit.

**APPENDIX G**  
**EMERGENCY DAYS**

1. In the event that weather conditions or other emergencies result in the Administration canceling school for all students or students in a particular building but office operations are maintained and twelve-month employees are required to work, custodians shall:
  - a) report to work at regularly scheduled time and work regular shifts unless other twelve-month employees are not required to work full shifts. Should twelve-month employees other than custodians be required to work less than a regular shift, custodians shall be required to work a shift of the same duration and receive pay for eight (8) hours.
  - b) be able to use emergency leave time as necessary to receive full shift pay if the employee was not able to be at work the full shift because of the conditions of the emergency.
  - c) be able to extend working time with prior approval of the Director of Facilities and Support Services to get in full shift if the employee was unable to report to work at the normal time because of the nature of the emergency.
  - d) report to the Administration Building if unable to report to regular building.
2. In the event that weather conditions or other emergencies result in the Administration canceling all operations (closing all offices), custodians shall not report and shall be paid for the day(s). Employees who already had reported to work prior to the cancellation shall be allowed to depart as soon as possible and shall be paid for the remainder of their workday. Employees previously approved for a sick day, personal business day, or vacation day will be re-credited for such day.
3. Employees working as a substitute in a higher classification either the day before or the day after or both before and after, shall be paid at the rate of their regular assignment, not the rate of the assignment in which they were substituting.

Administrators/Managers  
Custodians  
Non-Union

**APPENDIX H  
LAPEER COMMUNITY SCHOOLS  
REQUEST FOR PERSONAL BUSINESS LEAVE**

<b>Employee's Name</b>	<b>Date of Request</b>
<b>Building Assignment(s)/Position</b>	<b>Date(s) of Absence-Indicate times if less than a full day</b>

Personal business leave is an absence necessitated by circumstances that are of a personal nature to the employee and cannot be attended to outside the normal working day. Such leave is for personal matters of a business nature.

1. A request for personal business leave must be forwarded to the Human Resources Office for processing three (3) days in advance prior to the leave day(s) whenever possible. When leave is requested with less than three (3) days notice, an explanation must be provided below.
2. IT IS ALWAYS THE EMPLOYEE'S RESPONSIBILITY TO NOTIFY THE PRINCIPAL OR SUPERVISOR OF AN ABSENCE FOR EITHER PRIOR-REQUESTED OR EMERGENCY PERSONAL BUSINESS LEAVE.
3. All personal business leave requests should be on this form; however, the Absence Report Form must be completed following the absence and sent to the Business Office.
4. All requests must be processed through the building principal or supervisor.
5. Processing of the personal business leave request does **NOT** indicate that the employee has sufficient leave days available. It is the employee's responsibility to maintain a record of leave days used.
6. Notification of personal business leave arrangements will be sent to the employee via school mail.
7. Personal business days requested the day before or the day after school holidays or vacation periods and personal business days requested for use on in-service days require explanation below and may require verification.
8. Personal business leave is not to be used for hunting or vacation.

-----  
Explanation if three-day advance notice is not provided pursuant to #1 or if #7 applies: \_\_\_\_\_

\_\_\_\_\_  
**EMPLOYEE SIGNATURE**

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**PRINCIPALS/SUPERVISORS** - Sign and indicate any staffing concerns prior to sending to the Human Resources Office.

Principal's /Supervisor's Signature	Date
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Internal Administrative Office Action: \_\_\_\_\_ APPROVED \_\_\_\_\_ NOT APPROVED

Signature	Date
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**APPENDIX I**  
**LETTER OF AGREEMENT**  
**AMERICAN WITH DISABILITIES ACT**

The Board and Union will comply with provisions of the Americans with Disabilities Act (ADA). The Board will provide notice to the Union of potential need for accommodation of unit members pursuant to the ADA. The Board will seek Union input and agreement on proposed accommodations. Should no agreement result, the Board may proceed with accommodations with the express understanding that any employee involuntarily transferred due to such accommodation of another employee shall not be reduced in compensation as the result of the involuntary transfer. It is agreed that involuntary transfers pertaining to the ADA do not result in posting of any position.

**APPENDIX J**  
**UNIFORMS**

The District will provide five (5) changes of seasonal uniform shirts per week for all maintenance and grounds employees and, upon employee request, five (5) changes of uniform pants will be provided. If uniform pants are not requested by an employee, serviceable denim pants must be worn. In addition, one (1) pair of summer coveralls and one (1) pair of winter coveralls will be provided for all maintenance and grounds employees. Upon employee request, the District will clean coveralls up to twice per year.

Uniform shirts shall be worn daily by all maintenance and grounds employees. If uniform pants have been requested and provided, they shall be worn daily. Coveralls are to be worn as needed.

**APPENDIX K**  
**EVALUATION**

The Board and the Union recognize the right, duty, and responsibility of management to make periodic evaluations of the performance of employees. The objectives of the evaluation process are as follows:

1. To provide a fair and equitable evaluation system that will help to provide the best possible employees for the Lapeer Community Schools;
2. To provide recognition of employee strengths and weaknesses as well as to provide assistance to employees who seek to improve their effectiveness or who need to correct deficiencies which have been identified;
3. To facilitate communication between supervisor and employee about job expectations and performance;
4. To provide written documentation of performance for use in transfers and promotions;
5. To clarify job expectations.

**A. Evaluators**

1. The appropriate Central Office Administrator/Manager or other designee of the superintendent evaluates employees assigned to a particular position. This individual is referred to as the "evaluator" hereinafter. The employee may request a different evaluator. Such request shall be in writing to the superintendent or his/her designee stating the reason(s) for such request. Any change in assigned evaluator shall be at the sole discretion of the superintendent or his/her designee. Assignment of said evaluator shall not be subject to the grievance procedure. The evaluation instrument, "Custodial /Maintenance

/Grounds Employee Performance Rating Report," is hereinafter referred to as the "report."

2. The Building Supervisor will provide input which will be considered by the evaluator. Such input pertains to the employee's job performance and/or job-related skills. At any time in the evaluation process the employee or the evaluator may ask to involve the building supervisor or other designee of the superintendent to become involved in the evaluation process.

**B. Representation**

An employee may have a representative of the Union present at any evaluation conference. The employee is responsible for arranging such representation.

The evaluation of probationary employees is not subject to the grievance procedure, and the evaluation of non-probationary employees is subject to the grievance procedure to the superintendent level only (Step Three).

**C. Evaluation Procedure**

1. The work performance of an employee shall be evaluated at least annually. It is mutually agreed and understood that evaluations may occur as frequently as needed in the judgment of the evaluator.
2. Before an employee is rated as unsatisfactory in his/her job performance, the evaluator shall meet with the individual prior to such a rating being submitted in order to put the employee on notice that his/her job performance is not satisfactory and to discuss means of improvement.
3. If an employee will receive an unsatisfactory overall performance summary, the employee will be notified of such rating prior to the evaluation review meeting so that he/she may arrange for Union representation if so desired. If the employee is rated unsatisfactory in his/her job performance at the evaluation review, the evaluator will counsel the employee as to how to improve and how to proceed in order to strengthen the weakness(es).
4. The employee may attach a rebuttal to any "Performance Rating Report" he or she is in disagreement with.

LAPEER COMMUNITY SCHOOLS  
CUSTODIAL/MAINTENANCE/GROUNDS  
EMPLOYEE PERFORMANCE RATING REPORT

EMPLOYEE NAME (PRINT) \_\_\_\_\_ DATE OF REPORT \_\_\_\_\_  
POSITION OR TITLE \_\_\_\_\_ DATE OF LAST REPORT \_\_\_\_\_

REASON FOR RATING  PERIODIC REVIEW _____ ASSIGNMENT CHANGE _____	HOW LONG HAS EMPLOYEE WORKED IN THIS UNIT? _____ HOW LONG HAS EMPLOYEE WORKED IN THIS POSITION? _____
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1. WHAT SPECIFIC ACCOMPLISHMENTS/ACHIEVEMENTS HAS THE EMPLOYEE CONTRIBUTED TO DURING THIS REPORTING PERIOD?

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2. WHAT ARE THE EMPLOYEE'S STRENGTHS AND/OR SPECIAL QUALIFICATIONS?

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 -----  
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PERFORMANCE RATING FACTORS (X) \_\_\_\_\_

RATING:	UNSATISFACTORY	AVERAGE	OUTSTANDING	
A. Work Quality	A _____	A _____	A _____	
B. Work Quantity	B _____	B _____	B _____	
C. Safety Consciousness	C _____	C _____	C _____	
D. Appropriate Apparel	D _____	D _____	D _____	
E. Attendance	E _____	E _____	E _____	
F. Punctuality	F _____	F _____	F _____	
G. Dependability	G _____	G _____	G _____	
H. Communication Skills	H _____	H _____	H _____	
I. Use of good judgment	I _____	I _____	I _____	
J. Job commitment	J _____	J _____	J _____	
K. Initiative	K _____	K _____	K _____	
L. Employee Relations	L _____	L _____	L _____	
M. Technical/Mechanical Skill	M _____	M _____	M _____	N/A _____

USING SECTION 3 BELOW, PROVIDE COMMENTS FOR ALL RATINGS OF LESS THAN AVERAGE.

3. IN WHAT AREA (S) AND/OR WAY (S) DOES THE EMPLOYEE NEED TO IMPROVE TO ENHANCE PERFORMANCE?

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4.	HAS IMPROVEMENT TAKEN PLACE IN AREAS DETERMINED TO BE DEFICIENT, IF ANY, IN PREVIOUS PERFORMANCE EVALUATIONS?		
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>			
5.	STATE ANY OTHER FACTORS, CIRCUMSTANCES, OR CONDITIONS NOT INDICATED ABOVE WHICH HAS AN INFLUENCE ON THE EMPLOYEE'S PERFORMANCE RATING FOR THIS REPORTING PERIOD.		
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>			
6.	EMPLOYEE GOAL (S) – CONSISTENT WITH THE DISTRICT'S BELIEF IN CONTINUOUS IMPROVEMENT, EACH EMPLOYEE ESTABLISHES ANNUAL GOALS THAT ARE INTENDED TO IMPROVE EMPLOYEE PERFORMANCE OR OTHERWISE SUPPORT BUILDING/DEPARTMENT INITIATIVES. SUCH GOALS ARE DEVELOPED BY THE EMPLOYEE IN CONSULTATION WITH THE SUPERVISOR AND MAY BE MORE OR LESS THAN ONE YEAR IN DURATION.		
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>			
7.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%; padding: 5px;">                 PERFORMANCE RATING(X)   <input type="checkbox"/> UNSATISFACTORY   <input type="checkbox"/> AVERAGE   <input type="checkbox"/> OUTSTANDING             </td> <td style="padding: 5px;">                 DEVELOPMENT SUMMARY   <input type="checkbox"/> CAPABLE OF ASSUMING SOME ADDITIONAL RESPONSIBILITIES  <input type="checkbox"/> READY FOR ADDITIONAL RESPONSIBILITY                   ADDITIONAL TRAINING NEEDED: _____             </td> </tr> </table>	PERFORMANCE RATING(X)  <input type="checkbox"/> UNSATISFACTORY  <input type="checkbox"/> AVERAGE  <input type="checkbox"/> OUTSTANDING	DEVELOPMENT SUMMARY  <input type="checkbox"/> CAPABLE OF ASSUMING SOME ADDITIONAL RESPONSIBILITIES <input type="checkbox"/> READY FOR ADDITIONAL RESPONSIBILITY  ADDITIONAL TRAINING NEEDED: _____
PERFORMANCE RATING(X)  <input type="checkbox"/> UNSATISFACTORY  <input type="checkbox"/> AVERAGE  <input type="checkbox"/> OUTSTANDING	DEVELOPMENT SUMMARY  <input type="checkbox"/> CAPABLE OF ASSUMING SOME ADDITIONAL RESPONSIBILITIES <input type="checkbox"/> READY FOR ADDITIONAL RESPONSIBILITY  ADDITIONAL TRAINING NEEDED: _____		
EVALUATOR'S SUMMARY COMMENTS:  <hr/> <hr/> <hr/> <hr/> <hr/>			
EVALUATOR'S SIGNATURE _____ DATE: _____			
EMPLOYEE'S SIGNATURE _____ DATE: _____			
Employee's signature signifies receipt of this evaluation but not necessarily agreement with all of its contents.			

**CUSTODIAN/MAINTENANCE/GROUNDS  
EMPLOYEE PERFORMANCE RUBRIC**

**A. Work Quality**

Unsatisfactory	The employee demonstrates a lack of attention to quality work within the work assignment.
Average	The employee consistently completes work of a quality nature.
Outstanding	The employee completes quality work in every situation and consistently exceeds expectations.

**B. Work Quantity**

Unsatisfactory	The employee is unable and/or unwilling to regularly complete the expected work assignments.
Average	The employee consistently completes the expected quantity of work.
Outstanding	The employee consistently completes more work than is expected.

**C. Safety Consciousness**

Unsatisfactory be unsafe.	The employee allows the physical environment and/or work activities to be unsafe.
Average	The employee works to create a physical environment that is safe and adheres to expected safety procedures.
Outstanding	In addition to working to create a physical environment that is safe and adhering to expected safety procedures, the employee consistently makes suggestions that enhance the safety of the physical environment and/or routines.

**D. Appropriate Apparel**

Unsatisfactory	The employee neglects grooming, or is careless about clothing or dressing appropriately.
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Average	The employee appears well groomed on all occasions and shows care and attention to appropriate clothing.
Outstanding	The employee sets an excellent example for other employees by adhering to the highest standards of grooming and clothing.
<b>E. Attendance</b>	
Unsatisfactory	The employee is frequently absent from work and seldom accrues paid sick leave and personal business leave from year-to-year.
Average	The employee is absent only occasionally unless for a long-term, serious health condition.
Outstanding	The employee is absent infrequently and consistently carries accrued sick leave and personal business leave over year-to-year.
<b>F. Punctuality</b>	
Unsatisfactory	The employee frequently is late for work and/or often does not complete assignments in a timely manner.
Average	The employee consistently is on time for work and completes assignments in a timely manner.
Outstanding	The employee is always punctual and often completes responsibilities prior to deadlines.
<b>G. Dependability</b>	
Unsatisfactory	The employee avoids responsibilities, is slow in completing responsibilities, and/or expresses a negative attitude toward expectations.
Average	The employee accepts responsibility and completes assignments in a timely manner.
Outstanding	The employee is eager to assume responsibilities beyond normal expectations and is dependable in accomplishing all responsibilities.
<b>H. Communication Skills</b>	
Unsatisfactory	The employee consistently uses incorrect and/or inappropriate language.
Average	The employee consistently uses correct and appropriate language.

Outstanding The employee consistently utilizes exemplary language and sets an excellent example for others.

**B. Use of Good Judgment**

Unsatisfactory The employee regularly gets into negative situations and/or inappropriate situations because of not using good judgment.

Average The employee consistently utilizes good judgment in all work situations.

Outstanding The employee consistently demonstrates exemplary use of good judgment which enhances relationships with others and performance of job requirements.

**J. Job Commitment**

Unsatisfactory The employee often avoids responsibilities, is slow in completing responsibilities, or expresses negative attitude toward work expectations.

Average The employee assumes responsibilities, is always dependable, suggests ideas, and encourages others.

Outstanding The employee displays the highest amount of initiative, enthusiasm, and dependability in meeting responsibilities and job expectations.

**K. Initiative**

Unsatisfactory The employee regularly lacks initiative and, therefore, does not adequately complete work assignments.

Average The employee demonstrates initiative by adequately completing work expectations and, occasionally, suggests ways to perform responsibilities in a different fashion.

Outstanding The employee demonstrates the highest initiative as evidenced by consistently completing work assignments in superlative fashion and regularly suggests ways to perform responsibilities in a different fashion.

**L. Employee Relations**

Unsatisfactory The employee frequently acts and/or speaks with staff in a manner that does not promote positive employee relations.

Average The employee consistently acts toward and/or speaks with staff in a professional and cordial manner which promotes positive employee relations.

Outstanding The employee consistently acts toward and speaks with staff in a manner that demonstrates respect and promotes the highest order of positive employee relations.

**M. Technical/Mechanical Skill**

Unsatisfactory	The employee does not demonstrate adequate knowledge of technical/mechanical skill which is evidenced in on-the-job performance.
Average	The employee demonstrates necessary technical/mechanical skills needed to appropriately complete job responsibilities.
Outstanding	The employee demonstrates technical/mechanical skill necessary for outstanding completion of current job responsibilities and, further, demonstrates such skill necessary for successful performance in other District Maintenance, Head Custodian, Custodian I or Lead Groundskeeper positions.

**LETTER OF AGREEMENT  
ATTENDANCE IMPROVEMENT PROGRAM**

*The following Attendance Improvement Program is provided to prevent the issue of chronic and excessive poor attendance by employees. The program may be modified by mutual agreement of Lapeer Community Schools Administration (Administration) and the AFSCME Unit.*

**Background:** It is recognized that occasionally employees have long-term personal or family health and welfare issues that require them to be away from work for extended periods. Employees in this type of situation may qualify for leave under the Family Medical Leave Act (FMLA) for up to twelve weeks to address their needs. The District, in its *Master Agreement* with the Unit, also provides for liberal paid and unpaid leave for personal illness and several other causes as listed in the Agreement.

**Notification of excessive absence:** Employees not covered by FMLA or not on approved long-term unpaid leave, who have exceeded of ten (10) days absent consisting of any combination of paid sick days and/or unpaid days in one school year, will receive written warning that their absence from work is excessive. The employee may ask for a review of his/her attendance with the Executive Director of Operations; if circumstances warrant as determined by the Executive Director, the written warning may be removed and disregarded. Further, an employee may also be considered excessively absent if a pattern develops regarding a specific aspect of his/her work assignment (such as Friday absences).

**Chronic excessive absence:** Employees who have been determined to be excessively absent twice within a three-year period will be considered chronic. Those employees will be placed on an attendance improvement plan.

**Attendance Improvement Plan:** The Attendance Improvement Plan will be established to regularly review the employee's attendance. The employee will meet with management after every quarter (45 workdays) and review attendance. If the employee has used more than two (2) sick or non-paid days not covered by FMLA in a quarter the employee will be subject to progressive disciplinary action starting with written reprimand. The second step will be imposed when the employee exceeds two days absence in a subsequent quarter or exceeds six days in the school year. The second step will be a suspension of two days without pay. The third step will be imposed when the employee exceeds two days absence for a third quarter or exceeds ten days in a school year while the plan is in effect. The third step will be a ten-day suspension without pay. The fourth step will be imposed if the employee exceeds two days in a fourth quarter or exceeds fifteen days in a school year. The fourth step will be Superintendent review of a recommendation for discharge. An employee on an Attendance Improvement Plan will not be granted any extended unpaid leave except those that are required to be granted by law or the Agreement.

The employee's attendance will be reviewed at the end of the year. If the employee has received any disciplinary action pertaining to attendance during the year the plan will continue for the next school year. If the employee goes on an approved extended leave (in excess of five days) as required by law or the Agreement, the plan will be extended for a duration equal to said extended leave.

Once an employee has completed an attendance improvement plan the employee will be expected to maintain good attendance. Should an employee meet criteria to be placed on an attendance improvement plan a second time the plan will begin with the second step (two days suspension without pay) and progress from there.

**LETTER OF AGREEMENT  
RE: CONTRACTED SERVICE**

This Agreement is entered into on the date(s) set forth below by and between the Board of Education of the Lapeer Community schools ("Board") and the Lapeer Community schools Custodial Employees Unit of Local 1421, Council 25, American Federation of State, County, and Municipal Employees ("Union").

Recitals

**WHEREAS**, Board and Union are parties to a Collective Bargaining Agreement which covers a bargaining unit consisting of custodians , groundskeepers, and maintenance staff employed by the Lapeer Community Schools and Custodian II is one of the employee classifications comprising the bargaining unit, and

**WHEREAS**, as Custodian II positions become open as a result of attrition, Board desires to be able to third-party contract for the positions, rather than hire employees, and

**WHEREAS**, Board and Union desire to enter into this Letter of Agreement to enable Board to third-party contract Custodian II positions that become available in the future as a result of attrition without requiring Board to engage in collective bargaining with Union and without requiring Board to provide Union with an equal opportunity to bid on any contract for the Custodian II services under Subsection 15(3) (f) of the Public Employment Relations Act (PERA).

**NOW, THEREFORE, BOARD AND UNION AGREE AS FOLLOWS:**

1. In the event Custodian II positions become open or available in the future as a result of attrition, Board shall have the right to contract/subcontract for the desired services without engaging in collective bargaining with Union, including collective bargaining regarding the procedures for obtaining the contract/subcontract, the identity of the contractor/subcontractor, or the impact of the contract/subcontract on individual employees or the bargaining unit.
2. In the event Custodian II positions become open or available in the future as a result of attrition, Board may but shall not be required to provide the bargaining unit or Union with an opportunity to bid on the contract/subcontract for the Custodian II services on an equal basis as other bidders and Union hereby waives any right to bid that it or the bargaining unit may have.

**BOARD OF EDUCATION OF THE  
LAPEER COMMUNITY SCHOOLS**

Dated: \_\_\_\_\_, 2010

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**LAPEER COMMUNITY SCHOOLS  
CUSTODIAL EMPLOYEES UNIT OF  
LOCAL 1421, COUNCIL 25  
AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES**

Dated: \_\_\_\_\_, 2010

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**LETTER OF AGREEMENT  
RE: EMPLOYER HEALTH SAVINGS ACCOUNT CONTRIBUTIONS**

**WHEREAS**, P.A. 152, the Publicly Funded Health Insurance Act, provides for certain limitations on the amount that public employers may contribute toward the annual cost of medical benefit plans that cover their employees; and

**WHEREAS**, the Act will affect Lapeer Community School Employees beginning July 1, 2012, and

**WHEREAS**, certain employees of the District work and get paid year-round; and

**WHEREAS**, as to such year-round employees, the Union has requested that the District make employer contributions to health savings accounts that will be available to eligible bargaining unit members who elect the high deductible plans that will go into effect July 1, 2012, and

**WHEREAS**, subject to the District's obligations to comply with P.A. 152 and the Internal Revenue Code, the District is prepared to assist bargaining unit members eligible for high deductible health plan coverage who are working year-round to address medical expenses incurred within the deductible of the high deductible health plans by making employer contributions to their health savings accounts, the following is hereby agreed.

**THE PARTIES** indicated below agree that, subject to the requirements of P.A. 152 and the Internal Revenue Code and only if the AFSCME 2012-2013 collective bargaining agreement is effectuated prior to July 1, 2012, each employee represented by **AFSCME** who participates in a high deductible health plan offered by the District shall have the option, effective July 1, 2012, of either (1) paying a lower share of the premium for high deductible health plan coverage and foregoing any employer contribution to his/her health savings account; or (2) paying a higher share of the premium for high deductible health plan coverage and receiving an employer contribution to his/her health savings account.

**FURTHER**, each employee's selection of such option shall be provided in writing to the District within three (3) workdays of being provided a form on which to make such a selection, but no later than June 30, 2012, and that this selection is irrevocable for the 2012-2013 school year.

**FINALLY**, it is agreed that this letter of agreement will be in effect for the 2012-2013 school year and may be continued thereafter only with the express written agreement of both parties indicated below.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT  
2012-2013 and 2013-2014 LAPEER COMMUNITY SCHOOLS  
CUSTODIAL EMPLOYEES UNIT OF LOCAL 1421, COUNCIL 25 AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) WAGE SCHEDULE**

**WHEREAS**, the Board adopted a balanced budget for the 2012-2013 school year that is predicated upon the following: a projected \$7046 per pupil state allocation inclusive of the monies provided for "best practices"/MPSERS offset in addition to the base foundation allowance (FGA); the District's MPSERS contribution rate being that which was determined by the Office of Retirement Service (ORS) and which was posted by the ORS February 14, 2012 (i.e. 27.37%); and compensation reductions for all employees, and

**WHEREAS**, the 2012-2013 budget also is predicated upon 5936 students (exclusive of Lapeer Virtual Learning Center students) which represents a projected loss of 132 students district-wide from the State Aid count of the 2011-2012 school year, and

**WHEREAS**, said budget was adopted in order to avoid deficit spending in 2012-2013, and

**WHEREAS**, it is a mutual interest to minimize the compensation reduction should District economic conditions improve as the result of a per pupil state allocation in excess of \$7046 per pupil and/or a 2012-2013 State Aid FTE student enrollment of more than 5936 and/or a MPSERS contribution rate of less than 27.37%, and

**WHEREAS**, the parties indicated below will minimize the reduction in base wages of members of the AFSCME Unit premised on the District receiving \$7158 per pupil funding in 2012-2013 and premised on 2012-2013 State Aid FTE student enrollment of at least 5915.7 inclusive of students enrolled at a traditional LCS school taking at least 4 non-virtual courses per term at one of the traditional schools but exclusive of all other Lapeer Virtual Learning Center students.

**WHEREAS**, the parties have agreed that the 2012-2013 AFSCME Unit Wage Schedule shall be 5.78% less than the 2011-2012 AFSCME Unit's Wage Schedule and that the 2013-2014 AFSCME Unit's Wage Schedule shall be 5.78% less than the 2011-2012 AFSCME Unit's Wage Schedule, both being subject to any adjustments based on changes in 2012-2013 District revenue and/or 2012-2013 District MPSERS expenditures as referenced below.

Therefore, the parties indicated below hereby agree to the following:

I. 2012-2013 Wage Schedule

To reflect the cumulative \$1,075,624 referenced below in "II" and "III", the 2012-2013 wage schedule is 5.78% less than the 2011-2012 wage schedule. These calculations and cost saving provisions are specified in the enclosed "Attachment A and B".

If, prior June 1, 2013, the District determines that the cumulative \$1,075,624 referenced herein and in "Attachment A" and "Attachment B" is more than that amount, the additional amount will be calculated as a percentage of wages with such calculation being consistent with the method utilized in "Attachment A". Such additional amount would be paid to each employee, equally divided between remaining pays in 2012-2013.

If, prior to June 1, 2013, the District determines that the cumulative \$1,075,624 referenced herein and in "Attachment A" and "Attachment B" is less than that amount, the lesser amount will be calculated as a percentage of wages with such calculation being the method utilized in "Attachment A". Such lesser amount would be deducted from each employee's pay equally divided between remaining pays in 2012-2013 and 2013-2014. If such a determination is made following the mid-school year resignation of an employee, such negative amount will be paid by the employee to the District by check or money order or, if applicable, such negative amount will be deducted from severance payment(s).

II. Additional District Revenue

Additional revenue of \$519,238 beyond that which was built into the General Fund Budget adopted by the Board June 7, 2012 was calculated as indicated in "Attachment A" and the related payroll percentage (1.41%) will be factored into the 2012-2013 wage schedule.

III. Reduced District MPSERS Expenditures

MPSERS expenditures of \$556,386 less than was built into the General Fund Budget adopted by the Board June 7, 2012 was calculated as indicated in "Attachment B" and the related payroll percentage (1.51%) will be factored into the 2012-2013 wage schedule.

IV. 2013-2014 Wage Schedule

If the cumulative total of \$1,075,624, as combined above in "II" and "III" was the actual amount achieved in 2012-2013 and if said amount is on-going into 2013-2014, the 2013-2014 wage schedule will be 5.78% less than the 2011-2012 wage schedule. If the cumulative total was less than \$1,075,624, as referenced above in "II" and "III", the 2013-2014 wage schedule will be further decreased by the calculated percentage. For example: If the cumulative total, as referenced herein, was \$891,532 then the 2013-2014 wage schedule would be 6.28% less than the 2011-2012 wage schedule. If the cumulative total was on-going and more than \$1,075,624, as referenced above in "II" and "III", the 2013-2014 wage schedule will be increased by the calculated percentage. For example: If the cumulative total, as referenced herein, was \$1,259,716 then the 2013-2014 wage schedule would be 5.28% less than the 2011-2012 wage schedule.

If the cumulative total, referenced above in "II" and "III", is not on-going into 2013-2014 then the amount that is not on-going will be calculated as a percentage of wages with such calculation being consistent with the method utilized in "Attachment A" (i.e. amounts for total wages, FICA, and MPSERS may vary from 2012-2013, but the calculation method utilized in 2012-2013 will remain the same). Said percentage would be added to the 5.78% referenced herein, and the resultant total percentage would be the amount that the 2013-2014 wage schedule is less than the 2011-2012 wage schedule.

- V. Further, in the event of any dispute regarding any matters referenced herein, including but not limited to disputes arising under any and all prior agreements superseded by this letter of agreement, such dispute(s) will be resolved by either Plante & Moran or the Michigan School Business Official executive staff, as determined by the Board, as an independent party familiar with retirement actuarial assumptions, other factors, and related calculations. Such dispute resolution would include the ultimate and final determination regarding 2012-2013 wage schedule and/or 2013-2014 wage schedule being made by the independent party referenced above. Therefore, any and all matters pertaining to this letter of agreement, including disputes arising under any and all prior agreements superseded by this letter of agreement, shall not be subject to the grievance procedure.

It is hereby agreed that in determining the above-referenced calculations, standard rounding procedures will be used to round numbers to the nearest thousandths (i.e. 1.3478 is rounded to 1.348; 1.3474 is rounded to 1.347), and in determining the above-referenced employer MPSERS contribution rate and increase in wage, standard rounding procedures will be used to round numbers to the nearest hundredths.

VI. Prior Agreements

During negotiations for the 2012-2013 school year, the District and the AFSCME Unit entered into the following letters of agreement:

- a. The District and the AFSCME Unit agreed in a letter of agreement titled LETTER OF AGREEMENT RE: 2012-2013 WAGE SCHEDULE ("Wage Schedule Agreement") dated June 5, 2012 that if the District extends to any bargaining unit other than the AFSCME Unit a 2012-2013 total pay package that does not equate to at least an 8.7% reduction to that unit's 2012-2013 wage schedule compared with its 2011-2012 wage schedule after factoring in negative economic effect of MCL 423.215b, the AFSCME Unit wage schedule will be increased by the percentage (or fraction thereof) that the other bargaining unit's total pay package does not equate to at least an 8.7% reduction on that bargaining unit's wage schedule. The Wage Schedule Agreement applies only to the 2012-2013 collective bargaining agreement, notwithstanding any extension or renewal, and shall not apply to any subsequent agreement unless expressly provided therein.
- b. The District and the AFSCME Unit agreed in a letter of agreement titled MPSERS – RELATED LETTER OF AGREEMENT 2012-2013 WAGE SCHEDULE ("MPSERS Agreement") dated June 5, 2012 that all wage reductions should be adjusted if the District's MPSERS contribution rate is lower than projected.

VII. Wage Schedule Agreement Satisfied and Exhausted



The parties recognize that the District has negotiated contracts with the American Federal, State, County, and Municipal Employees, Lapeer Education Association, Lapeer Educational Support Personnel Association, Lapeer School District Administrators' Association, Lapeer Transportation Association, Service Employees' International Union – Food Service Personnel Unit, and Service Employees' International Union – Mechanics' Unit settling the total compensation package for the 2012-2013 school year for each unit. Additionally, the parties recognize the following:

- a. The terms of the Wage Schedule Agreement will not extend beyond the 2012-2013 school year;
- b. The District has made its contracts with its other bargaining units available to the AFSCME Unit and the AFSCME Unit has reviewed the contracts; and
- c. Prior to signing this Letter of Agreement, the AFSCME Unit has had an opportunity to examine fair and accurate calculations of the total pay package reductions accepted by each of the District's bargaining units for the 2012-2013 school year.

It is hereby agreed that the District has fully satisfied, exhausted, and complied with its obligations under the Wage Schedule Agreement.

VIII. MPSERS Agreement Satisfied and Superseded

It is hereby agreed that the District has fully and completely satisfied, exhausted, and complied with its obligations under the terms of the MPSERS Agreement arising out of the MPSERS expenditure adjustment described in paragraph III.

It is further agreed that the terms of the MPSERS Agreement are completely and entirely superseded by the terms of this Agreement and are hereby rendered null and void and of no further effect, notwithstanding any prior oral or written agreements, promises, or representations to the contrary.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the AFSCME Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Attachment A

Additional Revenue

	<u>FGA</u>	<u>FGA</u>	<u>FGA</u>
2012-13 Foundation Grant Allowance (FGA)	\$6,846	\$120	\$6,966
additional money:			
Best practices			\$52
MPSERS offset credit			\$100
Academic Achievement			\$40
			<b>\$7,158</b>
Budgeted FGA			\$7,046
"Additional" monies received over budgeted			\$112
Calculation "A"		Add'l Rev	\$112
		Budgeted FTE	5,936.0
Total Calculation "A"			<b>\$664,832</b>

	<u>FTE</u>	<u>FTE</u>
Audited October 2012 count	5,918.68	
less LCVC	17	
Net October 2012 count	5,901.68	
% October	90.0%	5,311.51
Feb. Count	6,041.48	
% February count	10.0%	604.15
Actual Fall 2012-13 Count -Budget		5,915.66
Prior year Actual State aid count		6,068.00
Projected loss of students		132.00
Budgeted count for 2012-13		<b>5,936.00</b>
Actual student decrease		5,915.66
Projected loss of students for budget		5,936.00
Net Increase in student loss over budgeted		<b>(20.34)</b>
Calculation "B"		(20.34)
		<b>\$7,158</b>
Total Calculation "B"		<b>(\$145,594)</b>
Net A+B+C (zero) =		<b>\$519,238</b>
One percent of total wages	\$27,680,896	\$276,809
	FICA 7.65%	\$21,176
10-21-12	MPSERS 25.36%	\$70,199
		<b>\$368,184</b>
		<b>1.41</b>

## Detail of Student enrollment

	<u>Feb 2011</u>	<u>Oct 2011</u>	<u>Feb 2012</u>	<u>Oct 2012</u>
4th Friday count	6,079.00	6,027.00	5,997.00	5,871.15
less LVLC			0.00	17.00
Subtotal	6,079.00	6,027.00	5,997.00	5,854.15
add: adult ed/early childhood	60.69	42.05	51.55	40.48
P-Non Public	16.65	19.52	19.52	17.05
Net 4th Friday count	6,156.34	6,088.57	6,068.07	5,911.68
State Aid status report	6,128.26	6,068.13	6,041.48	<b>5,901.68</b> conv FTE

## Attachment B

MPSERS

	<u>Rate</u>
2012-13 MPSERS amount per February 14 2012 letter	27.37%
estimated revised rate -Sept 2012 (subject to litigation)	25.36%
preliminary Reduction in rate	2.01%
reduction factor in agreement (1.3478) switched to actual (1.330)	1.33
Net percentage on salaries	1.51%
Total MPSERS savings (\$27,680,896 x 2.01%)	\$556,386

**LETTER OF AGREEMENT  
RE: DUES COLLECTION**

This agreement is entered into on the date(s) set forth below by and between the Board of Education of the Lapeer Community Schools ("Board") and the Custodial Employees Unit ("Association").

Recitals

Whereas, pursuant to PA 53, Section 423.210 of the Public Employment Relations Act prohibits a public employer from assisting a labor organization in collecting dues or service fees from wages of public school employees, and

Whereas, the parties understand there to be a dispute(s) as to the validity, constitutionality, and/or enforceability of PA 53 currently working its way through the Federal judicial system. This matter is captioned *Bailey v Callaghan*, Case No 12-1803, and is currently pending before the Sixth Circuit Court of Appeals. Prior to the appeal, Judge Hood of the United States District Court for the Eastern District of Michigan instituted a preliminary injunction against the enforcement of PA 53 in Case No. 12-cv-11504. The parties understand that, at the time of this agreement, the injunction continues to prevent the enforcement of PA 53, and

Whereas, the parties to this agreement are not directly involved in such disputes, and

Whereas, the parties indicated below wish to memorialize their understanding of what will occur if any or all of PA 53 is enjoined, declared unconstitutional, or otherwise determined to not be in effect at the time the 2012-2014 Master Agreement is effectuated or if Section 423.210 of the Public Employment Relations Act is permanently repealed by future legislation.

NOW, THEREFORE, THE BOARD AND ASSOCIATION AGREE AS FOLLOWS:

If PA 53 is permanently enjoined, declared unconstitutional, or otherwise determined not to be unenforceable as currently written as of November 30, 2012, the District shall continue to collect dues and fees pursuant to Article 3 of the 2011-2012 Master Agreement to the extent permitted by law and shall continue doing so until such time as such collection is prohibited by PA 53 or other applicable law(s) or until the injunction in *Bailey v Callaghan*, Case No 12-1803 (6<sup>th</sup> Cir.) is dissolved.

**BOARD OF EDUCATION OF THE  
LAPEER COMMUNITY SCHOOLS**

Dated: \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CUSTODIAL EMPLOYEES UNIT  
LOCAL 1421**

Dated: \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_