

CUSTODIAL AND MAINTENANCE PERSONNEL
MASTER AGREEMENT
BETWEEN
TEAMSTERS LOCAL UNION NO. 243
AND
BOARD OF EDUCATION OF THE HOLT PUBLIC SCHOOLS

JULY 1, 2021 JUNE 30, 2024

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THIS AGREEMENT; made and entered into this ___ day of _____,20___,by and between Holt Public Schools hereinafter termed the “District”, and Local Union No.243, affiliated with the International Brotherhood of Teamsters, located at 5800 Executive Drive Lansing, Michigan 48911, and 39420 Schoolcraft Rd. Plymouth Township, Michigan 48170 and hereinafter termed the “Union”.

Whereas: the Board is required by law to negotiate with the Union on wages, hours, and the terms and conditions of employment of custodians, bus mechanics, and maintenance persons, and the parties through negotiation in good faith have reached an agreement on all such matters and desire to execute this Agreement.

If an emergency financial manager is appointed by the State under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify or terminate the collective bargaining agreement, in accordance to the law. This clause is included in this agreement because it is legally required by state law.

SECTION 1.0 – RECOGNITION

SECTION 1.1 The Board recognizes the Union as the sole and exclusive representative in collective bargaining as defined in Section II of Act 379 of the Public Acts of 1965 for all custodial, maintenance, and bus mechanics but excluding supervisors and casual custodians as defined below, to the extent required by Act 379 of the Public Acts of 1965 for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Through this Agreement, the term custodian shall include bus mechanics, custodians, grounds persons, and facilities maintenance.

SECTION 1.2 Casual custodians include temporary and substitute custodians as defined in Board Policy.

SECTION 2.0 - BOARD RIGHTS AND RESPONSIBILITIES

The Board, on its own and on behalf of the electors of the school district, retains and reserves without limitation, except when otherwise limited by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including without limiting the generality of the foregoing, the right to:

To the executive management and administrative control of the school system, its properties and facilities and the activities of its employees, including the determination of the services, supplies and equipment necessary to continue its operations

To hire all employees, to determine their qualifications and the conditions for continued employment, to evaluate employees, to assign and transfer employees and to determine the size of the workforce.

To enter into an intergovernmental agreement to consolidate one or more functions or services, to jointly perform one or more functions or services and to otherwise collaborate regarding one or more functions or services.

To contract with a third party for services covered by this Agreement and the use of volunteers in providing services at its schools.

SECTION 2.1 - SUB-CONTRACTING The Board of Education retains the legal rights pertaining to subcontracting as provided for in MCLA 423.215 of the compiled laws of the State of Michigan. Should this law be amended as it pertains to the subcontracting of services, the parties will meet to renegotiate this Section of the Master Agreement.

SECTION 2.2 Written Board policies shall remain in effect where no conflict with the Master Agreement exists.

SECTION 2.3 - AFTER HOURS WORK The Board reserves the right in its sole discretion to determine when and if after school and weekend activities require additional custodial services; and if so, whether such services shall be provided by means of scheduling extra help or scheduling regular custodians to work overtime.

If regular custodians are not used, and an area is not properly cleaned after weekend use, the Facilities Supervisor will approve one additional hour of work at the overtime rate for the day custodian at that building on the next school day. This overtime work will be done by the day custodian in that building, and will not be subject to the assignment provisions of Section 5.5a.

SECTION 3.0 - UNION RIGHTS AND RESPONSIBILITIES

SECTION 3.1 - REFERRAL OF APPLICANTS When the Board needs additional custodians it shall give the Union opportunity with all other sources to provide suitable applicants, but the Board shall not be required to employ those referred by the Union.

SECTION 3.2 - UNION MEMBERSHIP AND UNION DUES (a) Membership in the Union is not compulsory and shall comply with all State and Federal Regulations. The Board agrees to provide the Local Union and steward(s) a list of all unit employees in seniority order, which will include the employee's school assignment, classification, shift, address, phone number, district email and pay rate for all current and newly hired employees within three (3) calendar days after the end of each month in which an employee is hired.

(b) If payroll dues deductions for bargaining unit employees becomes lawful during the term of this contract, the Board shall make such deductions to the extent permitted by applicable law and in accordance with the parties' 2012-2014 contract at Section 4.4b. If the legal changes

require additional or distinct contract language, the parties agree to immediately enter negotiations to secure a compliant provision.

(c) The business agents and/or steward or their designee shall be permitted during the first 7 days of employment of a new employee to meet with privately with each new employee to talk about the benefits of a Union Contract and Union membership. Such a meeting may occur during work hours and may last up to 20 minutes.

(d) The Business agents and/or steward or their designee may schedule two (2) additional opportunities per year to meet with new employees on school property to discuss the benefits of a Union contract and Union membership. Such additional meetings will be scheduled through the Facilities Director for room access and must occur after work hours.

SECTION 3.3 - EQUAL REPRESENTATION The terms of this Agreement have been made for all custodians in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Board after certification by the Michigan Employment Relations Commission that the Union is the choice of a majority of the custodians in the bargaining unit.

SECTION 3.4 - EXTRA-CONTRACT AGREEMENTS The Board agrees not to enter into any agreement, individually or collectively, with any custodian or custodians, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said custodians, or which in any way may be considered a proper subject for collective bargaining.

SECTION 3.5 - ANTI-DISCRIMINATION

The Board agrees to provide equal employment opportunities and will not discriminate in employment decisions with regard to age, gender, race, color, national origin, religious affiliation, disability sexual orientation, gender identity, and/or gender expression or other criteria as provided for by applicable laws. The forgoing applies to all employees and job applicants in connection with recruitment, hiring, promotion, transfer, demotion layoff or termination.

SECTION 3.6.- STEWARDS

SECTION 3.6(a) - STEWARD DESIGNATION The Board recognizes that the Union may designate one (1) steward and/or one (1) committee person from among the custodians.

The Union shall inform the Board in writing as to which custodians have been designated as steward and/or committee person.

SECTION 3.6(b) - STEWARD AUTHORITY The authority of the stewards so designated by the Union shall be limited to, and shall not exceed, the following activities:

1. The investigation and presentation of grievances to the Board or designated Board representative in accordance with the provisions of this Master Agreement.
2. The transmission of such messages and information shall originate with, and are authorized by, the Union or its officers, provided such messages and information have been reduced to writing.

SECTION 3.6(c) - STEWARD TIME Stewards shall be permitted time, not to exceed eight hours for each steward per month to investigate, present and process grievances, or settle a potential grievance on the school premises without loss of time or pay from their regular working hours. Stewards agree to notify the Supervisor of Facilities when conducting union business during their regular work hours if such time exceeds ten (10) minutes. Such time spent in handling grievances during the steward's regular working hours shall be considered as regular working time for the purpose of computing overtime. Regular working time spent in excess of eight (8) hours per month shall require authorization of the Supervisor of Facilities.

Time spent in contract negotiations shall be paid in full if during the custodian's regular working hours. If negotiations take place on days when school is in session, each custodian shall be relieved of his/her normal work responsibilities and a substitute shall be assigned.

SECTION 3.7 - UNION ACCESS

SECTION 3.7(a) - UNION ACCESS TO BUILDINGS The Board agrees that it will allow properly accredited representatives of the Union access to the buildings at any time during working hours for the purpose of policing the terms and conditions of this Agreement. During school hours, the Union representatives shall first announce their presence at the building administrator's office and display identification if requested before proceeding to the work place.

SECTION 3.7(b) - UNION USE OF BUILDINGS The Union shall have the right to use the school building facilities as follows:

1. At times when no custodians are on regular duty. Authorization shall be obtained from the Facilities Manager.
2. Miscellaneous
 - a. The use of school mail boxes for distribution of official Union business
 - b. A bulletin board in the custodial office/room for union use in each building where custodians are scheduled to work.
 - c. The only people who can authorize a notice to be posted on the Union bulletin boards shall be the officers of the Local Union, or its business representative, or the stewards. The Board reserves the right to remove any notice that in any way is not concerned with Union business. The bulletin board shall not be used for political announcements for public office.

- d. Requests for use of other school equipment shall be made of the building administrator in advance of the utilization.
- e. Personal Identification. If the employer requires employees to carry school issued personal identification, After a one time replacement, the cost of such personal identification shall be borne by the employer. If due to loss or negligence of the employee, the personal identification must be replaced, a reasonable cost may be charged to the employee. Reasonable cost is defined as the unit cost to create the identification.
- f. Union Logo. Members of the Union shall be permitted to wear a Teamster pin during work hours as long as he pin will no present a risk to cause damage to the employers equipment or injury to the employee, other employees, or students in the buildings.

SECTION 3.7(c) - UNION ACCESS TO RECORDS The Union shall have the right to examine payroll records pertaining to the computation of compensation of any custodian whose pay is in dispute or any other records of the Board pertaining to a specific grievance, provided the custodian involved shall give his/her consent in writing to the Union for the opening of his/her confidential file.

SECTION 4.0 - CUSTODIAN RESPONSIBILITIES

SECTION 4.1 - COMPLIANCE WITH RULES Custodians are to comply with rules, regulations and directions, from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement. The appropriate administrator shall be informed of any situation where compliance with such rules, regulations and directions would create an immanent hazard to health or safety, and the administrator shall take any action necessary.

Custodians will not undertake to perform any activity involving dangerous conditions of work or danger to a person or property or in violation of an applicable statute, court order or governmental regulation relating to safety of person or equipment. If they do so, such custodian will be subject to disciplinary action.

Custodians shall operate only vehicles or equipment that is in a safe operating condition or equipped with the safety appliance prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate defective equipment unless such refusal is unjustified. Any employee refusing to operate equipment asserting that such equipment is defective or unsafe shall inform the Facilities Supervisor of the asserted defect or safety concern as soon as such condition is known to the employee.

SECTION 4.2 – REPORTS

SECTION 4.2(a) - REPORTING DEFECTIVE EQUIPMENT Custodians shall immediately report all defects of equipment to the Facilities Supervisor electronically or on a form furnished by the Board. The Facilities-Supervisor will establish a procedure to require night contract custodians communicate all equipment defects (with specific description) to the building day custodian for relay to the Facilities Supervisor. The night custodian will provide sufficient detail of the defect to inform the day custodian and Facilities Supervisor of the nature of the defect.

SECTION 4.2(b) - REPORTING UNSCHEDULED ACTIVITIES AND GROUPS Custodians shall report promptly to the Community Education Evening Supervisor and/or the Theater Manager the presence of unscheduled groups or unsupervised students in the building outside of regular school hours. In the event the Community Education Evening Supervisor and/or the Theater Manager cannot be reached, custodians shall make such a report to the Facilities Supervisor. A schedule of after school activities shall be maintained in each building and a copy provided for the custodian's information. Should unscheduled groups request admission and it is not possible for the custodian to contact the Community Education Evening Supervisor or the Facilities Supervisor for his/her approval, and in the absence of the approval of another administrator the custodian shall not admit the group. Under no circumstances are student groups to be admitted without responsible adult supervision. Custodians are not expected to act in a supervisory capacity over student or outside groups.

SECTION 4.2(c) - REPORTING DISRESPECTFUL TREATMENT Custodians shall report promptly to the building administrator or supervisor as appropriate, any occurrence of disrespectful treatment from students, fellow employees or the public.

SECTION 4.3 - BUILDING USE When possible, unused portions of the buildings shall be closed off.

SECTION 4.4 - SUPPLY AND EQUIPMENT REQUESTS Custodians shall submit requests to the Facilities Supervisor for supplies and equipment on the inventory requisition form, three (3) times per year on June 1st, November 1st and March 1st. Requests for supplies and equipment on an emergency basis may be turned in when the need is urgent. The Board shall make the final decision in the purchase of supplies and equipment, and on whether to contract for maintenance services.

SECTION 4.5 - REQUIREMENTS FOR POSITIONS DRIVING DISTRICT VEHICLES

Prior to starting a position, which requires the driving of a District vehicle, an employee shall execute a release or any other document needed so that the employee's driving record can be obtained and reviewed by the District. All employees in such positions shall execute a release or any other document needed so that the employee's driving records can be obtained by the District. The District reserves the right to obtain such an employee's driving record at any time. The costs associated with obtaining driving records shall be borne by the District.

SECTION 4.6 – VEHICLE ACCIDENTS The parties agree that any bargaining unit employee who is driving a school motor vehicle including grounds keeping or snow removal equipment who is involved in an accident while driving that causes damage to the school vehicle, any other vehicle, a building or fixed object or any injury to a person, employee or other, must immediately report such accident to the Facilities Director. The Facilities Director may request that the Director of Human Resources refer the bargaining unit member at employer expense report to a medical facility for testing for presence of drugs or alcohol. Failure or delay in reporting for such testing will be considered insubordination and may subject the bargaining unit member to discipline. If an employee is requested to report for a drug or alcohol test, said employee shall be transported to the drug testing facility.

SECTION 4.7- REASONABLE SUSPICION DRUG AND ALCOHOL TESTING

SECTION 4.7(a)–REASONABLE SUSPICION TESTING Employees shall be subject to testing when the Employer has reasonable suspicion based upon specific objective evidence that the employee is in violation of the Employer’s Drug and Alcohol Policy. Such objective evidence may include, but is not limited to, direct observation of drug or alcohol use or the physical symptoms or manifestations of being under the influence of drugs or alcohol; abnormal conduct or erratic behavior while at work; significant deterioration in work performance; or evidence that the employee has sold, possessed, manufactured, solicited or distributed drugs while working. The Drug and Alcohol Testing Protocol is attached as Appendix B.

SECTION 4.7(b) – REFUSAL TO TEST Any employee refusing to submit to an alcohol or drug test administered in accordance with this policy and Appendix B will be subject to discipline up to and including discharge from employment. Refusal to submit to an alcohol or drug test will be considered as a positive result.

SECTION 5.0 - CUSTODIAN RIGHTS

Part A Work Hours and Work Week

SECTION 5.1 - HOURS OF EMPLOYMENT The normal workweek will be forty (40) hours per week. The normal workday will be eight (8) hours per day except as set forth in Section 5.8.

All work in excess of forty (40) hours per week, shall be paid at the rate of one and one half times the regular rate. There shall be no duplicating or pyramiding of payments. (See Section 5.15)

SECTION 5.2 - LUNCH PERIOD Lunch periods shall be thirty (30) minutes in length. Lunch periods shall not be interrupted except in emergency situations. If an emergency requires interruption, the custodian may take additional time to have a thirty (30) minute lunch period.

SECTION 5.3 - BREAK PERIODS Two (2) fifteen (15) minute break periods are permitted for each full shift. Custodians may not leave the grounds on these fifteen (15) minute breaks.

SECTION 5.4 - STAFF ROOM FOR LUNCH AND BREAK PERIODS A staff room area shall be established in each school building that will provide lavatory facilities and appropriate furniture.

SECTION 5.5 - WORK DAY AND WORK WEEK SCHEDULES

SECTION 5.5(a) - SCHOOL-IN-SESSION SCHEDULE The normal working days for all shifts shall begin on Monday and continue through Friday. Shift times are to be assigned by the Facilities Supervisor, and shall not be changed without at least ten (10) work days' notice to the employees involved without their consent. Section 5.5a does not apply to utility custodians. All effort will be expended by the Facilities Director to provide as much notice as possible of such changes to the utility custodian regular schedule.

On half-days of school, evening shift custodians may be scheduled to begin work when school is dismissed with the approval of the Facilities Supervisor. However, it is understood custodians may be required to work regular schedules to cover evening activities. An evening shift custodian may request to work his/her regular shift unless there is specific work, which must be done at the earlier time, and normally such request will be approved.

SECTION 5.5(b) - CHRISTMAS AND SPRING BREAK SCHEDULE Working hours for all custodians during Christmas and Spring vacation periods shall be 7:00 a.m. to 3:00 p.m. In special circumstances shift times may be adjusted by the Facilities Supervisor.

SECTION 5.5(c) - SUMMER BREAK SCHEDULE Custodians may choose, as summer working hours, the normal Monday through Friday, and either 6:00 a.m. to 2:00 p.m., 7:00 a.m. to 3:00 p.m. or 8:00 a.m. to 4:00 p.m. working schedule. Shift times may be adjusted by the Facilities Supervisor in circumstances where the District deems the building must be open

Summer shift times may be different for different custodians, and custodians may be shifting between buildings during the summer.

When there are no scheduled activities in a building and no other employees working in the building, custodian's shifts will not be changed solely for the purpose of keeping the building open.

SECTION 5.5(d) - EMERGENCY CLOSINGS Custodians will be required to work during emergency closings when school is closed during a regular scheduled school day. On subsequent days during the same emergency, individual custodians may be scheduled at different times if needed. Custodians shall receive their regular rate of pay for such days. Custodians working on snow/ice days shall receive an extra fifty (\$50.00) dollars per snow/ice day worked. The Custodian must work the full eight (8) hour day in order to be eligible for the extra compensation.

Custodians who arrive late on such days shall be paid for time worked until the end of the regular shift, unless authorized to work beyond that time by the Facilities Supervisor. Custodians who do not arrive at work on an emergency day shall be deducted a personal leave day, or vacation

day if available. If neither of these days are available, the absent custodian shall be deducted a day's pay.

In the situation where the Superintendent of Schools or his/her designee declares that the emergency requiring the closing of school is of such a nature that custodial employees are not to report to work, then custodians shall receive their regular rate of pay for that day.

SECTION 5.6 – BONDING Should any custodian be required to post a bond as a condition of his/her employment, the premium shall be paid by the Board.

SECTION 5.7 - LOSS OR DAMAGE Employees shall not be charged for loss or damage unless clear proof of negligence is shown.

SECTION 5.8 - JOB ASSIGNMENTS The Board specifically retains the right to make adjustments in job assignments within a school on the same shift, and to adjust the work assigned to the various jobs as necessary.

Employees who are to be permanently reassigned shall be notified by the Deputy Superintendent for Human Resources and Support Services. Prior to making a permanent change of assignment, the employee(s) involved shall be consulted. It is desirable that such changes be mutually agreeable to the employee(s) and the Deputy Superintendent for Human Resources and Support Services; however the Deputy Superintendent for Human Resources and Support Services has the right of final decision.

In the event of an increase or reduction in the work force, the Board expressly reserves the right to combine work from various job classifications to be performed by one individual in one job position. Where a job position is created which performs the duties of more than one job classification, that individual shall be compensated for each hour worked in each classification pursuant to the rates of pay set forth in Section 10.0. The new positions will be posted for bid.

Part B Probation and Seniority

SECTION 5.9 - PROBATIONARY PERIOD The first thirty (30) working days of employment shall be regarded as a probationary period for all newly employed custodians. Upon written agreement of the probationary custodian, the probationary period may be extended for an additional thirty (30) working days.

Custodians who have not completed the probationary period of employment shall not have recourse to the terms of this Agreement.

SECTION 5.10 - SENIORITY Seniority shall be accrued and effective on the first working day of employment after the completion of the probationary period including any extension of probation, retroactive to the original date of employment.

Seniority shall be broken only by discharge, voluntary resignation/retirement, or layoff for a period of more than three (3) years.

SECTION 5.11 - MASTER SENIORITY LIST The Board shall maintain a master seniority list, listing all regularly employed eligible custodians in order of seniority without regard to salary or job classification. A copy of the master seniority list shall be furnished to each custodian annually on July 1st.

SECTION 5.12 - STEWARD SUPER SENIORITY One steward shall be granted super seniority for purposes of layoff and recall if such is required by the Union. The Union shall designate the steward to receive super seniority to the Board in writing.

SECTION 5.13 - SENIORITY FOR NON-BARGAINING UNIT WORK Any custodian employed in a classification covered by this Agreement, who is or has been transferred to a non-unit position shall not accumulate seniority while they work in the non-unit position. If the employee is returned to a bargaining unit classification, they shall commence work in a job generally similar to the one they held at the time of his/her transfer and they shall maintain the seniority they had at the time of his/her transfer out of the unit.

SECTION 5.14 - LAYOFF AND RECALL Seniority prevails in the layoff, recall and earning opportunities of custodians. In reducing the work force because of legitimate cause, the last custodian employed shall be the first employee laid off and the last custodian laid off shall be the first employee recalled and re-employed. In the laying off and the reemployment of laid off personnel, the particular work performed as defined by job description is an important factor.

In the event of a layoff, a custodian so laid off shall be given two-week notice of recall to work, mailed by certified mail to his/her last known address. In the event the custodian fails to make himself/herself available for work at the end of said two-week they shall lose all seniority rights under this Agreement; however, the two-week or time limit may be extended by mutual agreement between the Board and the custodian.

Part C Overtime and Call-in Pay

SECTION 5.15 - OPPORTUNITIES FOR OVERTIME

SECTION 5.15(a)-EQUITABLE DISTRIBUTION OF OVERTIME Opportunities for overtime work in each building shall be distributed on a fair and equitable rotation among all full-time custodians in that building. Custodians who wish to be contacted for overtime work shall annually place a letter stating their desire for overtime with the Facilities Supervisor. Full-time custodians with letters on file will be assigned on a seniority rotation basis only after regular full-time custodians in the building have waived the opportunity for overtime. The Board shall be deemed to have met its obligation to offer overtime in order of rotation by contacting the employee, in order of rotation, in person, if the employee is working at the time the assignments are being made, or by making an attempt to reach the employee at the last telephone number provided by the employee to the Board.

If a full-time custodian refuses an overtime assignment when offered, or cannot be reached by telephone if the full-time custodian is off duty at the time the assignment is made, they shall be

deemed to have forfeited his/her opportunity during that rotation, and shall not be offered overtime again until his/her turn in the next rotation. In the event of any dispute regarding assignment of overtime, the only remedy that shall be available is the offer to the employee of an equal number of hours of additional future overtime to provide a balance in the distribution of overtime.

SECTION 5.15(b) - OVERTIME PAY RATES All work performed on Saturday in excess of forty (40) hours actually worked per week shall be paid at the rate of one and one half (1 ½) times the regular rate for all full-time custodians having a scheduled workweek Monday through Friday. On workweeks that consist of a holiday, paid or unpaid, or in the case of an emergency closing where a custodian is instructed not to report, all hours worked on Saturday shall be paid at one (1) and one-half (1/2) times the hourly rate of pay. If an employee is called in to work on a Saturday, then the Call In Pay provision of Section 5.15(e) will apply. Full-time custodians taking unauthorized leave during the week shall be paid straight time for Saturday work. All work performed on Sundays shall be paid at the rate of two (2) times the regular rate. All work performed on holidays, designated in Section 5.19, shall be paid for at the rate of one and one half (1 ½) times the regular rate. This pay is in addition to the holiday pay. All work performed on Christmas Day or New Year’s Day, when those days fall on a Saturday or Sunday, shall be paid at the rate of three (3) times the regular rate. In addition, while Easter Sunday is not a paid holiday, all work performed on Easter Sunday shall be paid at the rate of three (3) times the regular rate. In order to qualify for holiday pay, it is provided that the full-time custodian must work the regular working day preceding and the regular working day following the holiday, unless his/her absence is covered by the leave provisions of this Agreement.

SECTION 5.15(c) - SPECIAL SKILLS Overtime work requiring special skills shall be offered to those custodians with experience and training on these skilled jobs.

Snow plowing is considered a special skill. Groundspersons and maintenance personnel will be assigned plowing overtime first. All other qualified bargaining unit members will be offered plowing overtime in order of seniority on a rotational basis. “Qualified” for snow plowing purposes means having been trained on the school’s equipment. Any interested full-time custodian can apply for training, such training to be scheduled at the discretion of the District as the need for additional qualified personnel arises.

The parties agree that bargaining unit members who possess certain contractor licenses applicable to their job assignments will receive the following hourly stipend in addition to their regular pay. This stipend is only provided if the responsibilities of the assignment require special knowledge and skills that fall within the regular duties of the member’s assigned position.

Refrigeration	\$.50 per hour
HAVAC	\$1.50 per hour
General Contractor/Mechanical Contractor	\$1.50 per hour
Electrician/Master Electrician	\$2.50 per hour
Licensed Plumber	\$2.50 per hour
Certified Pool Operator	\$0.20 per hour

SECTION 5.15(d) - REQUIRED OVERTIME AND EXTRA DUTIES In times of emergency, or when no substitute is available, and when no full-time custodian is voluntarily available for overtime work, each full-time custodian may be assigned his/her share of overtime work. If so assigned, the full-time custodian shall be required to perform his/her share of the work. Provided that, in no case shall a full-time custodian be paid less than one hour of overtime; nor shall a full-time custodian normally be required to work more than ten (10) hours per day.

Full-time custodians who have regularly scheduled jobs, may be removed from their own duties and assigned to perform extra duties. Annually a letter will go out to staff on District letterhead and signed by the Facilities Supervisor and Building Administrator explaining this fact.

SECTION 5.15(e) -CALL IN PAY When called to report for work on unscheduled work days in the case of an emergency or outside of regularly scheduled hours, the full-time custodian(s) shall be paid overtime with a two (2) hour minimum, whether two (2) hours are actually worked or not.

Part D Discipline and the Grievance Procedure

SECTION 5.16 - DISCIPLINE OR DISCHARGE Discipline or discharge shall be for just cause and shall follow the standards of progressive discipline. Nothing in this section, however, shall prevent the employer from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.

Discharge shall be in writing, a copy of which shall be given to the Steward and to the Union. A discharge, may be grieved within the appropriate time limits. Should a grievance result in the reversal of a suspension or discharge, the custodian shall be reinstated, and compensation for all back pay will be at his/her regular rate of pay, it being expressly understood that such a custodian shall have no claim for overtime as part of his/her back pay.

Bargaining unit members acknowledge that employer currently has video recording devices in place for safety of students and staff and to protect buildings and contents. The Employer will not use information from video recordings to discipline or discharge any employee unless it is as a result of a reported incident which results in video review and investigation. If information from video recordings serves as the basis for discipline or discharge, the employer will provide the recorded evidence to the Union if requested unless the employee objects to disclosure to the extent allowable under federal and state student privacy laws.

SECTION 5.17 - GRIEVANCE PROCEDURES The purpose of this procedure is to secure, at the lowest possible administrative levels, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein will be construed as limiting the right of any custodian having a grievance to discuss the matter informally with any appropriate administrator and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and provided that the Union has been given the opportunity to be present at such adjustment.

A custodian, a group of custodians, or the Union may bring forth a grievance alleging a violation or misinterpretation of any provision of this Master Agreement. All parties to a grievance shall identify themselves.

Informal Grievance Procedure:

Any custodian or group of custodians believing there to be a violation as stated above shall discuss the matter with the Facilities Supervisor. The grievant must state to the Facilities Supervisor that the matter is an informal grievance. If such an informal grievance is resolved, the resolution shall not be inconsistent with the terms of this Agreement. If the grievance is not solved through this informal step, the grievant shall file a written formal grievance through the Union Steward within ten (10) workdays from the alleged violation.

An employee with a grievance shall report same to their supervisor within ten (10) working days of the alleged infraction provided, however, that an alleged violation involving wages or fringe benefits shall be deemed timely if reported within the school year in which the alleged violation occurred. No action shall be required of the Board concerning any grievance not reported within the time limit.

Formal Grievance Procedure:

1. A grievance is a claimed violation or misinterpretation of any provision of this Agreement, and all grievances shall be in writing and shall contain the following information:
 - a. A statement of the facts alleging the violation with sufficient detail to describe the alleged violation, including the date when said violation occurred.
 - b. The specific section(s) of this Agreement, which is alleged to have been violated.
 - c. A remedy requested.
 - d. The date upon which the grievance is filed.
2. Steps to be followed:
 - a. If the grievance is not solved through the informal step, the grievant shall file a written formal grievance through the Union Steward within ten (10) workdays from the alleged violation. The formal written grievance shall be filed with the Director of Human Resources on a form provided by the Union within ten (10) workdays from the alleged violation.

Within ten (10) workdays of receipt of a grievance, the Deputy Superintendent for Human Resources and Support Services shall schedule a hearing thereon, including the grievant, the Director of Human Resources and Support Services, the Union Business Agent and the Steward. Within ten (10) workdays of the hearing on the grievance, the Director of Human Resources and Support Services shall render a decision in writing, transmitting a copy thereof to the Union and to the grieving custodian(s).

- b. If the decision of the Director of Human Resources is unsatisfactory, the Union may file an appeal for mediation with the Michigan Employment Relations Commission, in accordance with the Commission's procedures and law. Such appeal to mediation shall be filed within ten (10) workdays after the decision of the Director of Human Resources. This mediation step may be waived by either party upon written notice.
- c. Should it be impossible to resolve the grievance in a mutually acceptable manner via mediation, either the Board or the Union may, within ten (10) workdays of the conclusion of the mediation, appeal to arbitration. The President of the Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. The Union and Board shall join in asking Federal Mediation and Conciliation Service (FMCS) shall upon written request of the moving party submit a list of seven (7) Michigan arbitrators the in accordance with the procedures of the Federal Mediation and Conciliation Service. The Arbitrator's fees and costs will be born equally by both parties.
- d. The arbitrator shall give both parties full opportunity to present evidence and to argue the grievance orally, or in writing, and shall be bound by the testimony and exhibits. In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award. In any event they shall make a written decision, and his/her award shall be binding upon the Board, the Union and the aggrieved. The arbitrator shall not alter, add to or subtract from the Agreement. The cost of arbitration shall be divided equally between the Board and the Union except that each shall pay the cost of its own representative.
- e. Failure to institute a grievance or appeal a decision within the time limit specified shall be deemed acceptance of the decision or at that level. Should the custodian(s) or the Union withdraw a grievance at any level, or should the custodian(s) leave the employ of the Board, all further proceedings on the specific grievance shall be barred.
- f. The term day or days used herein shall mean regular working days.

SECTION 5.18 - REPLACING ABSENT CUSTODIANS

SECTION 5.18(a) - ABSENT DAY CUSTODIAN In the event the day custodian is absent from work, his/her position will be filled during such absence in the following manner:

1. All evening custodians may submit a letter each year indicating that they are available for daytime work. To be eligible, a custodian must qualify by completing the day custodian training and by passing the test for the day custodian position.
2. The most senior (master seniority list) eligible custodian in that building who has submitted a letter will be assigned to fill the daytime shift. For custodians working in two or more buildings, they will be considered for daytime work in each building part of the year on a proportional basis (i.e., if in two (2) buildings, one (1) semester in one (1) building, and one (1) semester in the other building).
3. If the most senior (master seniority list) eligible custodian refuses the assignment, the next most senior eligible custodian from the evening shift in that building on the available list will be assigned. If all eligible evening shift custodians in that building who have submitted a letter refuse the assignment, the eligible evening shift custodian with the least seniority will be assigned for the first day of the absence of the day shift custodian.
4. On subsequent days, during each period of absence, the Facilities Supervisor will offer the assignment to the most senior eligible evening shift custodian (master seniority list) in another building who has indicated they are available for daytime work in all buildings.
5. When an absent day custodian is replaced by a custodian from outside the building where the day custodian is absent, the replacement assignment shall be rotated on a seniority basis every thirty (30) calendar days.
6. In the event all eligible evening shift custodians in other buildings, who have indicated they are available for daytime work, refuse the assignment, the most senior (master seniority) list non-eligible custodian will be assigned. In the event that all such persons refuse the assignment, a substitute will be assigned.
7. If any eligible evening shift custodian refuses the day shift assignment, the food service/mail assignment, a grounds assignment, a day assignment or overtime four (4) times, they will be placed on the unavailable list for the remainder of the school year.
8. Whenever a regular employee replaces a plant mechanic, or the food service delivery person, they will be paid the higher rate for all hours worked in the temporary assignment.

SECTION 5.18(b) - ABSENT EVENING CUSTODIAN In the event an evening custodian is absent from work, his/her position will be filled in the following manner:

1. The Facilities Supervisor will make every reasonable attempt to replace the absent evening custodian with a substitute custodian from the available list.

2. In the event that no substitute custodian is available or there is not sufficient time to call in a substitute custodian, the most senior custodian (master seniority list) in that building who has indicated that they want to work overtime will be offered overtime to perform the duties of the absent custodian.
3. If the most senior custodian in that building refuses the overtime the next most senior custodian in that building who wants to work overtime will be assigned the overtime.
4. If the second most senior custodian refuses the overtime, step 3 will be repeated in the same manner by following the master seniority list until a custodian in the building accepts the overtime, or all have refused.
5. In the event that no custodian in that building accepts the overtime, the Facilities Supervisor may assign the overtime to the custodians in that building in an equal manner; however, no custodian shall be required to work more than a total of ten hours per day.

SECTION 5.19 - THE WORK YEAR CALENDAR The custodian's work year begins July 1st, and ends June 30th of the calendar year, except for ten (10) month employees as noted in the attached Letter of Understanding. A calendar of the custodial workdays for the year, developed from the Board approved official school calendar, shall be provided for all custodians

The following holidays shall not be regular custodial workdays on the calendar, but shall be paid at the custodian's regular rate of pay subject to the conditions outlined in Section 5.1. When the holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When the holiday falls on a Sunday, the holiday will be observed on the following Monday.

New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve.

For any District-observed holiday not listed above that would otherwise be an unpaid day for the custodial staff, a vacation day may be used to substitute.

SECTION 5.20 - OPEN POSITIONS In the event of an open position (any opening created by resignation, termination, or transfer to another position) in the bargaining unit which the Board determines to fill, such vacancy shall be posted at least five (5) working days prior to permanently filling the position. The posting will indicate the location, shift and job assignment for the opening. The District will post notices of openings in the custodian rooms and staff rooms at all buildings. Additional postings will be: the Grounds Garage and Bus Garage Staff Room. The Board will consider any qualified and interested applicant. Qualification factors include experience, personal attributes and performance. Where qualifications are equal, seniority shall be the determining factor.

If qualified applicants are available from within the bargaining unit, a selection will be made within five (5) working days from the conclusion of posting, and the subsequent transfer will be made within an additional fifteen (15) working days. Job vacancies shall be filled on the basis of

seniority provided, however, that the most senior employee is able to meet the qualifications of such job. The Facilities Director may offer the position to a member who, in the opinion of the Facilities Director is capable of learning the job in a reasonable period of time.

When there are no candidates for a vacant position from within the bargaining unit, that position will be filled by hiring a new employee within twenty (20) working days from the end of the posting period.

Successful applicants for an open position will be required to remain in the position for nine (9) months before being eligible to apply for a different position, except that they may apply for positions on different shifts or other jobs classifications when open. Newly hired custodians will be required to remain in the position for which employed for nine (9) months before becoming eligible to apply for an open position, except that they may apply for positions on different shifts or other job classifications when open, and for open positions on the same shift when no other employee bids on the position if the new employee has completed the probationary period.

Should new custodial positions be created, the duties and responsibilities of, which are substantially different from existing job classifications, the parties agree to negotiate a classification level for the new position.

SECTION 5.21- DAY CUSTODIANS – QUALIFICATION, TRAINING AND TESTING

SECTION 5.21(a) - QUALIFICATIONS FOR DAY CUSTODIANS, UTILITY CUSTODIANS, JUNIOR HIGH SCHOOL LEAD CUSTODIAN AND HIGH SCHOOL LEAD CUSTODIAN AND TRAINING AND TESTING TO DETERMINE QUALIFICATION Qualifications for day custodian positions shall be determined by the ability of custodians to perform the general maintenance tasks indicated below on a test to be administered by the District.

Presently, the general maintenance tasks, which constitute what is required for day jobs are as follows:

1. Plumbing
 - Stools – Replace Wax Seals, Flush Valve, Sloan Valve
 - Urinals – Sloan Valve, Vacuum Breaker
 - Sinks – Faucets, Traps and Washers
 - Fountains – Install Repair Kits
2. Electrical – Switches, Plugs, 110 Ballasts only
3. Boilers – Testing – Routine Maintenance
4. Pools – Procedures to test and back wash. Breakdown of pool is responsibility of maintenance people until stabilized.
5. Furniture Repair, Snow Removal, Lawn Care, Ceiling, Preventative Maintenance

From time to time this description of maintenance qualification tasks may be changed by the District.

SECTION 5.21(b) QUALIFICATIONS FOR LEAD CUSTODIAN AT JUNIOR HIGH AND HIGH SCHOOL In addition to the above qualifications for day custodians, Junior High School and High School Lead Custodian shall possess or seek training and make progress toward obtaining the following skills:

1. Basic repair and maintenance of HVAC equipment with skills demonstrated by classwork through an approved educational program or on-the-job training with Holt maintenance staff.
2. Repair and replace electric motors, fans, and change and tighten machine belts.
3. Oversee and prepare for scheduled school building activities, e.g. athletics, plays, dances and other school and non-school related activities.
4. Obtain and maintain Pool Operator License.
5. Oversee contracted and utility custodians/cleaners, establish work lists cleaning schedules and ensure that communication of tasks are completed.

The Lead Custodian will have up to one year to obtain and demonstrate to the Facilities Director that he or she has obtained the skills listed above. At six months the Facilities Director shall review with the Lead Custodian the progress made by the Lead Custodian in obtaining the above skills to determine whether adequate progress has been made. If a Lead Custodian who has failed to obtain the above skills, is not making adequate progress, and is determined as unqualified for the position, they will be placed in an appropriate open position, or if there is no open position may exercise their seniority rights to displace the least senior employee in an appropriate position.

SECTION 5.21(c) QUALIFICATIONS FOR LEAD GROUNDSPERSON In addition to regular duties and responsibilities included in job descriptions, the head grounds person shall have or shall obtain the following skills

1. Have experience in small engine repair (mowers, trimmers, leaf blowers, snow throwers, edgers, etc)
2. With guidance of the Facilities Director, reports and reviews ground maintenance tasks and scheduling to ensure successful completion grounds maintenance tasks.
3. Communicate conditions of Holt Public School property to establish a needs list for grounds projects and tasks and report to Facilities Director.

SECTION 5.21(d) - TRAINING AND TESTING Testing will be administered by the District annually during the second and third week of July for all interested employees. If no applicants have qualified by training and testing, the job will be filled temporarily by applicants, if any, on a rotation basis until training and testing are completed.

Prior to testing, the District shall provide appropriate training for all tasks which are to be tested.

Employees taking the test will be allowed to take the entire test, and will be given the same time limits in which to complete the test.

Applicants will be notified in writing of areas of deficiency.

Testing procedure will not be used to rank employees, but rather to determine whether an employee is minimally qualified to perform the tasks required by the day custodian position. In selection for the position, applicant will be chosen on basis of qualification, ability, experience, personal attributes and past performance. If the above are equal, seniority shall prevail.

SECTION 5.22 – MILEAGE Custodians will receive the Board adopted mileage (IRS sanctioned) when using their own vehicle and required by a supervisor to pick up supplies and equipment, and for travel from building to building as a part of their work assignment.

SECTION 5.23 - UNIFORMS

1. To encourage high morale, pride in appearance, neatness and cleanliness on the part of the custodians, the Board will establish appropriate uniforms for all regularly employed custodians. The Board reserves the right, in its sole discretion, to select the style, color, quality and other characteristics of the uniforms, and to select distinctive insignia for them. Further, the Board reserves the right to establish rules and regulations regarding the wearing of uniforms during working hours, and to enforce such rules by appropriate discipline. Such rules are:
 - Uniforms shall be worn to work daily, except when the Custodian is excused from this requirement by the supervisor.
 - Custodians shall start each shift with a presentable uniform.
 - Custodians may wear shorts after the last student day of the year until the start of school for students each year.

2. The Board shall provide a range of acceptable uniforms consisting of pants, shorts, shirts, and coveralls for those who require them. Newly hired custodians shall be able to select one hundred seventy-five (\$175.00) dollars of such uniforms. Current employees shall be able to select up to one hundred (\$100.00) dollars of such uniforms annually.

Uniforms will be ordered by July 1st each year, to be delivered prior to the beginning of the new school year except in circumstances beyond the control of the Board. For custodians subsequently employed, uniforms shall be provided upon completion of the probationary period of employment. Custodians leaving the service of the Board before the completion of six months service shall refund a pro-rata share of the cost of the uniforms to the Board. Such refund shall be withheld from the final pay of the custodian, pursuant to MCLA 408.477; MSA 17.277.

3. The Board shall provide replacement uniforms to each custodian when necessary due to normal wear. Custodians who lose their uniforms or damage them due to carelessness or negligence may be required to replace them at their own cost.
4. Should the Board alter its uniform requirements, it will replace uniforms or any portion thereof as necessary.
5. The Board shall furnish appropriate protective clothing and footwear when deemed appropriate by the Administration.

SECTION 5.24 TOOLS FOR AFTERNOON CUSTODIAN

- Lockers will be assigned to all regular, including four-hour, afternoon custodians.
- Employees will furnish locks for lockers.
- Tools and a tool apron will be assigned to all regular, including four (4)-hour, afternoon custodians.
- If the custodian works in more than one building, they will be issued a set of tools, apron and locker for each building.
- Basic essential tools to be issued to each custodian will consist of: one (1) hammer, one (1) pliers, one (1) long nose pliers, two (2) straight screwdrivers, two (2) Phillips screwdrivers, one (1) razor blade scraper, and one (1) crescent wrench.
- The tools and apron will be signed for by the custodian at which time the items become the responsibility of the custodian.
- If the custodian loses a tool, they must replace it at his/her own expense. Employees shall not be charged for loss or damage of a tool unless clear proof of negligence is shown.
- If a tool is broken, the custodian must send the broken parts to Facilities for a replacement.
- If the custodian quits, resigns, retires, or leaves for any reason, they must turn in the tools and the apron. If the complete set is not turned in or if any portion is not turned in, the cost of the set or the cost of the missing item will be deducted from their last paycheck, pursuant to MCLA 408.477; MSA 17.277. Depending on the age of the tools, the cost will reflect depreciation of the article or articles.

SECTION 6.0 - PAID LEAVES Leave days earned between July 1, 2012 and July 1, 2017 were earned on the basis of a seven and one half (7.5) hour work day and will remain at that amount for future use under the eight (8) hour work day basis. As of July 1, 2017 all leave will be earned and used on the basis of an eight (8) hour work day.

SECTION 6.1 - SICK LEAVE Six (6) days of sick leave shall be granted on July 1 of each year, and an additional six (6) sick days of leave shall be granted on January 1 of each year, with

unlimited accumulation. At the time of hire, new custodians shall receive a pro-rata portion bank of sick leave days (one per month) until the next January 1 or July 1.

In the case of a birth of a child, a custodian may use sick leave in the same manner as for any other disability for which sick leave is allowed and may continue in active employment as late as she is physically able to perform all duties of her position. The district reserves the right to be furnished a statement of the custodian's ability to perform her duties from her attending physician.

SECTION 6.1(a) - PERSONAL ILLNESS Day shift custodians calling in sick during the school year must notify the Facilities Supervisor no later than one (1) hour prior to the start of their shift. If unable to reach the Facilities Supervisor, the day shift custodian must notify the Facilities Management Secretary at home. Afternoon shift custodians calling in sick during the school year must notify the Facilities Management Office two (2) hours prior to the start of their shift. The Board reserves the right at such time to require a physical or mental examination of a custodian at the Board's expense by a doctor of its choice should this seem in the best interests of the school district. In lieu of such an examination, the Board may request a statement from the custodian's physician regarding the need for the use of sick leave. A written statement may be required from the attending physician in cases of injury or illness that keeps a custodian from work for three (3) or more consecutive working days or following any period of hospitalization. A written statement shall be mandatory commencing the eighth (8) calendar day of absence. Also, such a statement shall be mandatory in all cases of absence covered by Workers Compensation and absence requiring hospitalization regardless of the length of absence. Leave time used for personal illness shall be figured in quarter (1/4) day increments.

SECTION 6.1(b) - ILLNESS IN THE EMPLOYEES HOUSEHOLD From accumulated sick leave, up to five (5) days per period of illness of a parent, spouse, child or person for whom the custodian is principally responsible for shall be granted. The intent of this provision is to provide the employee time to make arrangements for the care of the sick members of their family.

The school district reserves the right to require a certified report by the doctor in attendance. In emergencies as defined by the approving administrator, additional leave days will be granted as available.

SECTION 6.2 - BEREAVMENT LEAVE

SECTION 6.2(a) - DEATH IN THE IMMEDIATE FAMILY From accumulated sick leave, a maximum up to ten (10) days may be granted at the time of death in the immediate family. The term "immediate family" is defined as follows: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-sister, step-child, step-brother, step-grandparents, or a person for whom the custodian principally is responsible for financial and physical care.

SECTION 6.2(b) - FUNERALS OUTSIDE THE IMMEDIATE FAMILY From accumulated sick leave, one (1) day may be granted for attendance at a funeral of a person outside the immediate family. If additional time is needed, it may be requested as personal business leave.

SECTION 6.3 - PERSONAL BUSINESS LEAVE Two (2) days per year beyond the sick leave allowance shall be granted each July 1st and may be used for personal business. Personal business leave shall be used only for the purpose of conducting business, which is difficult to transact outside of normal working hours. It is understood that personal business leave shall not be used for recreational purposes, or to extend a holiday, weekend and/or vacation.

Custodians shall be granted personal business leave on written notification to the Deputy Superintendent for Human Resources and Support Services at least three (3) working days in advance of the anticipated absence. In cases of unanticipated need for personal business leave, the custodian shall apply as soon as possible. It is understood that such leave shall not be used for recreation purposes or to extend a holiday and/or vacation.

In the event of an emergency requiring personal business leave prior to or following such holiday and/or vacation, the custodian shall state the reason for the leave. Custodians shall assume the responsibility of notifying the Facilities Office immediately upon receiving approval to use a personal business day.

Personal business days not used during the school year will be added to and accrued as sick leave days at the beginning of the following year.

SECTION 6.4 - VACATION LEAVE For the first five (5) years of service, eight (8) hours and forty (40) minutes of paid vacation per month is earned by each custodian with accumulation to a maximum of thirteen (13) days for 12 month employees. After five (5) years of service, vacation benefits shall be as set forth below:

	12-month employees/180 day employees	
1 through 4 years of service	13 days/year	11 days/year
After 5 years of service	14 days/year	12 days/year
After 6-7 years of service	15 days/year	13 days/year
After 8-9 years of service	16 days/year	14 days/year
After 10 years of service	17 days/year	15 days/year
After 11 years of service	18 days/year	16 days/year
After 12 years of service	19 days/year	17 days/year
After 13 years of service	20 days/year	18 days/year
After 14 years of service	21 days/year	19 days/year
After 15 years of service	22 days/year	20 days/year
After 20 years of service	23 days/year	21 days/year
After 22 years of service	24 days/year	22 days/year
After 24 years of service	25 days/year	23 days/year

THE FOLLOWING CONDITIONS SHALL APPLY TO VACATION LEAVE DAYS:

1. Vacation time earned during one school year (July 1 to June 30) must be used not later than June 30th of the following year, except that, upon the approval of the Deputy Superintendent for Human Resources and Support Services, ten (10) days of vacation time may be carried over past June 30, which ten (10) days must be used by September 1, or it is lost.
2. Earned vacation time must be taken as a vacation. However, the Board may request that a custodian take additional compensation in lieu of vacation.
3. Vacation may be taken at any time during the year.
4. Custodians who are ill may use their accumulated vacation leave time as an extension of sick leave, after all regular sick leave benefits have been used.
5. Custodians who resign, giving at least two weeks written notice, shall be paid for accumulated vacation.
6. Vacation time shall be counted as actual scheduled working days on the custodial calendar. A holiday occur during a custodian's vacation period shall not count as a vacation day.
7. Requests for vacation shall be submitted to the Facilities Management Supervisor twice a year: for the period of July through December (including the winter holiday break period) requests shall be submitted by May 1st and for the period of January through June requests shall be submitted by November 1st. Except as expressly provided below in sub-paragraph 8, all approvals of vacation as requested shall depend upon the needs of the Board to carry out the work within the scheduled time.
8. Should more requests for vacation within a given period be received than can be honored, seniority using hiring date shall be the basis for granting vacation requests. Once selection is made, if selection has to be changed, vacation time that has not been chosen must be selected, and granted on a 1st come, 1st served basis in order of vacation request received.

The District's judgment regarding the number of custodians that can be scheduled for vacation or its decision approving or denying requests, including approving and denying requests filed after either of the two above submission deadlines, shall be final and not subject to the grievance procedure.

9. All vacation monies earned shall be paid when an employee is discharged. In the event of the death of the employee their beneficiary will receive the amount due to the employee.
10. The Facilities Management Supervisor shall prepare and distribute quarterly, each year, a calendar indicating the dates for which vacation has been requested by a bargaining unit member. Should a custodian with two (2) weeks prior notice, request specific days(s) off for vacation, and should no other custodian have requested or be on leave (paid or unpaid) for that day(s) at the time of the request, the request for such day(s) shall be approved.

Should the written requests of two or more custodians who are requesting the same day(s) according to the foregoing paragraph be received on the same day by the Facilities Management Supervisor, the custodian with the greater seniority shall have their request granted.

SECTION 6.5 - JURY DUTY Leave will be granted for Jury Duty. The Board shall pay the custodian's regular pay provided that the custodian remits the pay received for jury duty to the Business Office.

SECTION 6.6 - LEAVES FOR APPROVED CONFERENCES A Custodian shall request permission from the Facilities Management Supervisor in advance of attending any work connected conference within the State of Michigan. Conferences outside of the state of Michigan require Board approval.

1. Permission shall be governed by:
 - The availability of a substitute.
 - Special building situations, including scheduled activities.
 - Number of conferences previously attended.
 - The Facilities Management Supervisor's judgment, with respect to the conference, as to the needs of and benefits to the custodian and the Board.
2. Expenses will be allowed as follows:
 - The Board adopted mileage allowance (I.R.S. sanctioned mileage).
 - Salary of substitute if necessary.
 - Lodging – actual cost not to exceed seventy-five dollars (\$75.00) per night.
 - Meals at cost, not to exceed forty dollars (\$40.00) per day.
 - Registration fee.
 - If transportation is by public carrier, the most economical means.
3. Any Custodian may make application to the Facilities Management Supervisor to attend a conference or make a visitation at their own expense except that the cost of a substitute shall be borne by the Board.
4. Reports, verbal or written may be required.

SECTION 7 - UNPAID LEAVES

SECTION 7.1 - PARENTAL LEAVE

- a. Upon request, a custodian may take a combined total of twelve (12) work weeks of unpaid parental leave for the birth of a child, the placement of a child for adoption or foster care and for the first year care of a child, per the FMLA.
- b. A custodian shall notify the District in writing of their desire to take such a parental leave and their intent to return, no less than thirty (30) calendar days prior to the date on which the

leave is to begin and end, where the necessity for leave is foreseeable based on an expected birth or child placement. If the date of the birth or placement requires the leave to begin in less than thirty (30) calendar days, the custodian shall provide such notice upon receipt of the requisite information.

- c. A pregnant custodian expecting the birth of a child may commence leave before or after the birth. In the latter case, the leave is available to the custodian at the termination of her disability. In the event of the child's death and upon the custodian's request, the parties to this Agreement may mutually agree to terminate the leave.
- d. The custodian and the District may mutually agree that a leave may be taken on either an intermittent or reduced leave schedule basis. A reduced leave schedule means a leave schedule that reduces the custodian's regularly assigned hours in a workweek or workday.
- e. A custodian on a parental leave may be eligible for benefits under a Family Medical Leave in this Section.

SECTION 7.2 - HEALTH AND HARDSHIP LEAVE Any custodian whose personal illness, including pregnancy, extends beyond the period covered by accumulated sick leave and vacation leave (if the employee chooses to use vacation) shall request in writing an unpaid health and hardship leave. The custodian shall be placed on a health and hardship leave for the period of time necessary for complete recovery, but not to exceed one calendar year from the beginning of the health and hardship leave.

Upon recovery, the custodian shall be required to submit a physician's statement attesting to the custodian's ability to fully perform the duties of their position.

The Board reserves the right, at its option, to require an examination by a physician of the Board's choice at its expense. In the event of a conflict of a custodian's physician's statement and the Board's physician's statement regarding the custodian's fitness to return, the opinion of Board's physician shall be controlling.

In the event the custodian presents acceptable evidence of recovered health as provided above within one year from the commencement of the health and hardship leave, the custodian shall be returned to the same position from which the leave was taken if such position exists, or, if such position has been eliminated, to an equivalent position for which qualified. In case of reduction in staff during the period of such leave, the provisions of Section 6.1 shall prevail. Should the illness or disability be of such an extent that the custodian is unable to present acceptable evidence of recovered health within one year from the commencement of the health and hardship leave, the custodian may be re-employed at the discretion of the Board providing a vacancy for which the custodian is qualified exists at the time of recovery. The Board shall have the right to fill the position during the leave with a long-term substitute.

A custodian on a health and hardship leave may be eligible for benefits under a Family Medical Leave in this Section

SECTION 7.3 - FAMILY MEDICAL LEAVE

In accordance with the Federal Family Medical Leave Act, Bargaining unit employees, who have been employed by the District for at least twelve (12) months, shall be eligible for up to twelve (12) weeks of an unpaid family medical leave if they have worked at least 1,250 hours during the 12 months immediately preceding the start of the leave. The 1,250 hours means “hours worked” and does not include paid vacation, sick time, holiday pay, paid FMLA leave and any other pay for hours not actually worked.

1. A bargaining unit employee may take a combined total of twelve (12) work weeks for family medical leave for the care of a serious health condition of the bargaining unit employees’ spouse, child or parent, or the bargaining unit employee himself/herself where the serious health condition results in the employee being unable to perform the essential functions of his/her position.
2. For purposes of a family medical leave, child includes biological and adopted children, foster children, step children and legal wards who are under eighteen (18) years of age or children who are 18 years of age or older and are incapable of self-care because of a mental or physical disability at the time the FMLA leave is to commence.
3. For purposes of a family medical leave, parent includes a biological parent or an individual who stood in a “loco parentis” to the bargaining unit employee when the bargaining unit employee was a child.
4. For purposes of a family medical leave, a serious health condition is defined pursuant to 29 C.F.R. 825.113.
5. If the need for a family medical leave is foreseeable based on planned medical treatment of the bargaining unit employee or the bargaining unit employee’s child, spouse or parent, a bargaining unit employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the regular operations of the District, subject to the approval of the health care provider. The bargaining unit employee shall provide the Human Resources Director with at least thirty (30) calendar days advanced written notice prior to the date the leave is to commence. However, where the need for family medical leave is not foreseeable or if the date of the planned medical treatment requires the leave to begin in less than thirty (30) calendar days, the bargaining unit employee shall provide such notice as soon as possible and practicable upon his/her knowledge for the need for the leave.
6. Any health, dental, and/or vision insurance shall be continued with the premiums paid by the District at the level and under the conditions that coverage would have been provided if the bargaining unit employee had continued in employment during the leave period. The bargaining unit employee shall be responsible for his/her portion of the annual costs of health insurance as defined within 2011 PA 152 during the FMLA leave. If the bargaining unit employee does not return to work after the expiration of leave, the bargaining unit employee shall reimburse the District for the cost of the premiums paid by the District for his/her insurance,

unless the bargaining unit employee did not return to work due to circumstances beyond his/her control.

7. A bargaining unit employee shall have the right to take the leave intermittently or on a reduced leave schedule when medically necessary, subject to Section 8 below. A reduced leave schedule means a leave schedule that reduces the bargaining unit employee's regularly assigned hours in a workweek or workday. The use of a leave intermittently or on a reduced leave schedule shall reduce the twelve (12) week leave period only by the amount of leave actually taken.
8. When leave on an intermittent or reduced leave schedule is for planned medical treatment, the Board reserves the right to require a certification from the health care provider (using DOL Form WH-380-E) of the bargaining unit employee, or of the bargaining unit employee's spouse, child or parent, as the case may be. All certifications shall state: the dates treatment is expected to be given, the duration and schedule of the treatment, and the medical necessity for the intermittent or reduced schedule. When the leave is for a bargaining unit employee's spouse, child or parent, the certification shall also state that leave on an intermittent or reduced schedule for the bargaining unit employee is necessary for the care of the spouse, child or parent and, will assist in their recovery.
9. The bargaining unit employee may elect, or the District may require, the bargaining unit employee to use his/her accumulated sick leave, business leave, personal leave and/or any combination of paid leave for all or any part of the FMLA leave.
10. For non-intermittent FMLA leave, the Board reserves the right to require a certification from the health care provider (using DOL Form WH-380-E) of the bargaining unit employee, or of the bargaining unit employee's spouse, child or parent, as the case may be. All certification shall state: the dates on which the serious health condition commenced, the probable duration of the serious health condition, and the diagnosis and intended treatment of the serious health condition. When the leave is for a bargaining unit employee's spouse, child or parent, the certification shall also state that the bargaining unit employee is necessary for the care of such an individual and an estimate of the amount of time that the bargaining unit employee is needed for such care. When the leave is for a bargaining unit employee, the certification shall also state that the bargaining unit employee is unable to perform the essential functions of his/her position. The Board may require that the bargaining unit employee obtain subsequent recertifications on a reasonable basis, pursuant to 29 C.F.R. 825.308.
11. The Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided under subsection 8 or 10 above. Where the second opinion differs from the opinion in the original certification, the Board reserves the right to require, at its expense, the opinion of a third health care provider designated or approved jointly by the Board and the bargaining unit employee, whose opinion shall be final and binding.

12. The bargaining unit employee upon return from a leave shall receive salary schedule credit and accumulation of seniority and shall be re-employed in the same position from which the leave was taken if such a position exists, or if such a position has been eliminated, to an equivalent position for which the bargaining unit employee is qualified.
13. Upon return to work, the District may require written notification from the health care provider certifying that the bargaining unit employee is able to return to work and perform the essential functions of his/her position.
14. The terms and provisions of this leave section shall be construed in light of the Federal Family and Medical Leave Act of 1993.
15. In recognition of the confidential nature of the required certification set forth herein, all such information regarding a bargaining unit employee's FMLA leave, shall be requested by and submitted to the Human Resources Director.

SECTION 7.4 - MILITARY LEAVE A leave of absence shall be granted to a custodian who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States, in accordance with Federal and State law. Reinstatement upon completion of such service shall be in accordance with the requirements of applicable laws of the United States. Regular salary increments and seniority shall accrue.

A custodian will be granted a leave without pay for a period of minimum enlistment for full-time overseas duty in the Peace Corps. Further extensions shall be granted at the will of the Board. The salary increment shall accrue.

SECTION 7.5 - GENERAL LEAVE A custodian may be granted a general leave of absence for one year with the approval of the Board.

Unless otherwise indicated, the following conditions shall apply to a general leave of absence:

- Requests for leaves shall be in writing.
- Eligibility shall be based on a minimum of two (2) years' continuous employment in the district.
- All general leaves shall be limited to one (1) year. Further extension shall be at the will of the Board.
- While on general leave of absence a custodian's seniority is maintained, but does not accrue.
- Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
- It is the responsibility of the custodian on a general leave to provide written notice of intention to either return or resign to the Deputy Superintendent for Human Resources and Support Services at least three (3) months before the leave expires. If so, the custodian shall be assigned to a position in the school system if a vacancy exists for which the custodian is qualified.

SECTION 8.0 - INSURANCE BENEFITS

SECTION 8.1 - HEALTH, DENTAL, VISION, LIFE AND AD&D INSURANCE

Employer shall pay 100% of the State Mandated hard cap toward insurance premiums for employees working more than twenty-four (24) hours per week. The employer shall pay 100% of the State Mandated hard cap for Single Coverage for employees working more than twenty (20) hours per week but less than twenty-four (24) hours per week.

The Board supported insurance package includes all of the following:

1. Life Insurance. Thirty thousand (\$30,000) dollars group term life insurance coverage for each employee employed on a regular basis.
2. AD&D Insurance. Thirty thousand (\$30,000) dollars group insurance.
3. Vision Insurance. VSP 2
4. Dental Insurance. Delta Dental Insurance 80/20 - \$1000 per covered individual.
5. Health Insurance. An employee eligible for Health Insurance shall have the choice of the following policies administered by the Western Michigan Health Insurance Pool (WMHIP):
 - a. Option 1:
 - WMHIP Select 8, BCBS
 - \$250/\$500 In-Network Deductibles; \$500/\$1,000 Out-of-Network deductible
 - \$20.00 copay for Office Visits In-Network
 - b. Option 2:
 - WHMIP VERSATILE 3 PPO, BCBS
 - \$250/\$500 In-network deductible; \$500/\$1,000 Out-of-Network deductible.
 - \$20.00 copay for Office Visits In-Network
 - c. Option 3 (Alternative 6) (Available Effective January 1, 2021):
 - WMHIP SP HSA Plan 4, BCBS
 - \$2000/\$4000 In-Network deductible; \$4,000/\$8,000 Out-of-Network deductible. (Not available until January 1, 2021)

The policy year for insurance coverages is a calendar year beginning January 1 of each year. In the event that during the term of this agreement, legislation is passed that significantly impacts the cost of health care or if premium rates increase significantly, the parties agree to open up this Section for bargaining.

SECTION 8.1(a) - For each eligible employee not taking the health insurance plan, the Board will pay in cash a monthly amount of Three Hundred Dollars (\$300.00). In order to receive cash in lieu of benefits, the employee must complete a cash in lieu certification indicating that they are aware of coverage and have coverage elsewhere.

An employee electing cash in lieu of health benefits may elect to purchase the following insurance coverages as a package at his own expense:

1. Life Insurance. Thirty thousand (\$30,000) dollars group term life insurance coverage for each employee employed on a regular basis.
2. AD&D Insurance. Thirty thousand (\$30,000) dollars group insurance.
3. Vision Insurance. VSP 2
4. Dental Insurance. Delta Dental Insurance 80/20 - \$1000 per covered individual.

A custodian may elect to apply the cash toward any other non-taxable insurance coverage or tax sheltered annuity as defined by Section 403 (b) of the Internal Revenue Code, by entering into a salary reduction agreement with the Board. Any remaining balance of the Board portion of the single subscriber premium will be remitted in cash.

SECTION 8(1)(b) - New employees shall be covered effective as follows:

For those whose beginning date of regular employment is prior to the sixteenth (16th) day of a month, coverage shall begin on the first (1st) day of the next month.

For those whose beginning date of regular employment is on the sixteenth (16th) day or after in any month, coverage shall begin on the first (1st) day of the second (2nd) succeeding month.

Insurance coverage shall not be retroactive beyond the first (1st) day of the month in which the employee provides his enrollment election form to Human Resources.

Once coverage is designated, it shall not be altered except as mandated under the terms of the Affordable Care Act as determined by IRS regulation. Employees are required to notify the Human Resources office in writing of any such changes within thirty (30) calendar days of the change. Employees failing to do so must reimburse the school district for any unnecessary premiums paid on the employee's behalf.

For bargaining unit members that leave the payroll prior to the fifteenth (15th) of any month, the contributions shall cease with that month. If this day is on or after the fifteenth (15th) of the month, the Board will pay next month's contribution towards the premium with the bargaining unit member paying subsequent premiums.

SECTION 8(1)(c) – Employees shall have the option at employee cost to purchase Long Term Disability (LTD) insurance. The current insurance carrier for LTD is Reliance Standard. The insurance carrier for LTD may be changed by mutual agreement of the parties to this agreement.

SECTION 8.2 - WORKER'S COMPENSATION Bargaining unit members are covered by Worker Compensation benefits for work-related injury or illness. For injury or illness which would otherwise be covered by Worker Compensation benefits, but does not either disable a bargaining unit member for seven (7) calendar days, or the work-related injury or illness does not continue for two (2) weeks, so as to be eligible for such benefits, the bargaining unit member shall be paid at their regular rate of pay, with such time lost from work being charged against the bargaining unit member's accumulated sick leave. If sick leave is used for any of the first two (2) weeks of the injury or illness, bargaining unit members may reimburse the district for their compensation for such days and such sick leave shall be reinstated.

SECTION 9.0 - RETIREMENT BENEFITS

SECTION 9.1 - RETIREMENT TERMINAL LEAVE PAY Upon a custodian's retirement, in accordance with the requirements of the Michigan Public Schools Employees Retirement Act, a terminal leave pay determined by the greater of one (1), two (2), or three (3) below will be paid if at least ten (10) years continuous employment in this school district has occurred.

- (1) One hundred dollars (\$100.00) per year of employment in this school district, or
- (2) A sum equal to fifty percent (50%) of the current wage for each accumulated leave of absence day. Two (2) is limited to a sum up to twice the amount calculated by one (1), or
- (3) Forty dollars (\$40.00) per unused sick day, with no limit on accumulation.

SECTION 10.0 - RATES OF PAY

SECTION 10.1 - SALARY SCHEDULE

The Custodial salary schedule. The base rates (per hour) for the 2021-2024 school year is attached in Appendix A.

SECTION 10.2 - SHIFT PREMIUM Those custodians regularly scheduled to work on Saturday and/or Sunday as part of their regular five day work week shall be entitled to twenty-five cents (\$.25) per hour premium pay for Saturday and/or Sunday work. Those custodians regularly scheduled to work the third shift (i.e., any shift beginning after 11:00 p.m. daily on a regular basis) shall be entitled to fifteen cents (\$.15) per hour premium pay for all hours scheduled after 11:00 p.m. on a regular basis.

SECTION 10.3 – LONGEVITY Longevity for custodians shall be as set forth in Appendix A.

SECTION 10.4 - PAY AND PAY PERIODS

Pay periods shall be two (2) times per calendar month.

SECTION 10.5 – OVERPAYMENT If a custodian receives an overpayment of funds for salary or other amounts and it has been determined that there has been such an overpayment, the Board will, pursuant to MCLA 408.477; MSA 17.277(2), deduct the overpayment from the custodian's

wages. If the overpayment has occurred over a period of time, such deductions shall also be made over an equal amount of time.

SECTION 11.0 - TERMINATION OF AGREEMENT

SECTION 11.1 - TERMINATION OF AGREEMENT This Agreement shall be in full force and effect from July 1, 2021 to and including June 30, 2024, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) calendar days prior to date of expiration.

SECTION 11.2 - DESIRE TO RENEGOTIATE NOTICE It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) calendar days prior to the termination of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms of conditions of such Agreement.

SECTION 11.3 - DATE TO START NEGOTIATIONS It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement the parties agree to start negotiations at least forty five (45) calendar days before the expiration or amendment date of this Agreement.

SECTION 11.4 - DEFAULT EXPIRATION DATE In the event of an inadvertent failure by either party to give the notice, as set forth in Sections 11.1, 11.2 and 11.3 above, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty first (61st) calendar day following such notice.

SECTION 11.5 - CONTINUITY OF OPERATIONS The Union and the Board agree that there will be no strike or lockout during the course of this Agreement.

SECTION 11.6 - SEPARABILITY AND SAVINGS CLAUSE If any Section of this Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section should be restrained pending a final determination as to its validity, the remainder of this Agreement and of any riders hereto, or the application of such Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Section is held invalid or enforcement of our compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for arriving at a mutually satisfactory replacement for such Section during the period of invalidity or restraint.

SECTION 11.7 - NEGOTIATION PROCEDURES Neither party shall have any control over the selection of the negotiation representative of the other and each may select its own representatives. No final agreement between the parties may be executed without ratification by the Board and by the Members of the Union, but both parties agree that representatives selected by each shall be empowered with the authority to make proposals, in the course of negotiations, subject only to such ultimate ratification.

We, as indicated by our signatures below, agree to the above terms.

THIS AGREEMENT shall be in full force and effect from July 1, 2021 through June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ Day of _____, 2021

NEGOTIATIONS COMMITTEES

DISTRICT

Peter L. Trezise Co-Chair
Kim Cosgrove Co-Chair
Rick Brown

UNION

Corey Smith Co-Chair
Lynne Meade Co-Chair
Tim Wise
Brett Litwiller

DISTRICT

BOARD OF EDUCATION OF THE
HOLT PUBLIC SCHOOLS

UNION

LOCAL UNION NO. 243,
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

By: _____

By: _____ (Pres.)

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

APPENDIX A

CUSTODIAL 2021-2022			
(2% increase to 2020-21 Rates)			
STEP	CU00	CU03	CU06
1	\$23.49	\$19.01	\$16.27
2	\$23.49	\$19.01	\$16.27
3	\$23.49	\$19.01	\$16.53
4	\$23.49	\$19.01	\$16.53
5	\$23.96	\$19.39	\$16.80
6	\$23.96	\$19.39	\$16.80
7	\$23.96	\$19.39	\$16.80
8	\$23.96	\$19.39	\$16.80
9	\$23.96	\$19.39	\$16.80
10	\$24.90	\$20.17	\$17.31
11	\$24.90	\$20.17	\$17.31
12	\$24.90	\$20.17	\$17.31
13	\$24.90	\$20.17	\$17.84
14	\$24.90	\$20.17	\$17.84
15	\$25.50	\$20.61	\$17.84
16	\$25.50	\$20.61	\$17.84
17	\$25.50	\$20.61	\$17.84
18	\$25.50	\$20.61	\$18.90
19	\$25.50	\$20.61	\$18.90
20	\$26.12	\$21.43	\$18.90
21	\$26.12	\$21.43	\$18.90
22	\$26.12	\$21.43	\$18.90
23	\$26.12	\$21.43	\$19.41
24	\$26.12	\$21.43	\$19.41
25	\$26.52	\$21.83	\$19.41
26	\$26.52	\$21.83	\$19.41
27	\$26.52	\$21.83	\$19.41
28	\$26.52	\$21.83	\$19.92
29	\$26.52	\$21.83	\$19.92
30	\$26.94	\$22.25	\$19.92

CU00-LEAD BUS MECHANIC & FACILITIES AND MAINTENANCE

CU03-GENERAL CUSTODIANS AND BUS MECHANICS HELPER (Hired prior to 1/1/2005) and LEAD JUNIOR HIGH SCHOOL AND LEAD HIGH SCHOOL

CUSTODIAN and LEAD GROUNDSPERSON

CU06-GENERAL CUSTODIANS AND GROUNDSPERSONS (Hired after 1/1/2005)

CUSTODIAL 2022-23			
(2% increase to 2021-22 rates)			
STEP	CU00	CU03	CU06
1	\$23.96	\$19.39	\$16.60
2	\$23.96	\$19.39	\$16.60
3	\$23.96	\$19.39	\$16.86
4	\$23.96	\$19.39	\$16.86
5	\$24.44	\$19.78	\$17.14
6	\$24.44	\$19.78	\$17.14
7	\$24.44	\$19.78	\$17.14
8	\$24.44	\$19.78	\$17.14
9	\$24.44	\$19.78	\$17.14
10	\$25.40	\$20.57	\$17.66
11	\$25.40	\$20.57	\$17.66
12	\$25.40	\$20.57	\$17.66
13	\$25.40	\$20.57	\$18.20
14	\$25.40	\$20.57	\$18.20
15	\$26.01	\$21.02	\$18.20
16	\$26.01	\$21.02	\$18.20
17	\$26.01	\$21.02	\$18.20
18	\$26.01	\$21.02	\$19.28
19	\$26.01	\$21.02	\$19.28
20	\$26.64	\$21.86	\$19.28
21	\$26.64	\$21.86	\$19.28
22	\$26.64	\$21.86	\$19.28
23	\$26.64	\$21.86	\$19.80
24	\$26.64	\$21.86	\$19.80
25	\$27.05	\$22.27	\$19.80
26	\$27.05	\$22.27	\$19.80
27	\$27.05	\$22.27	\$19.80
28	\$27.05	\$22.27	\$20.32
29	\$27.05	\$22.27	\$20.32
30	\$27.48	\$22.70	\$20.32

CU00-LEAD BUS MECHANIC & FACILITIES AND MAINTENANCE

CU03-GENERAL CUSTODIANS AND BUS MECHANICS HELPER (Hired prior to 1/1/2005) and LEAD JUNIOR HIGH SCHOOL AND LEAD HIGH SCHOOL CUSTODIAN and LEAD GROUNDSPERSON

CU06-GENERAL CUSTODIANS AND GROUNDSPERSONS (Hired after 1/1/2005)

CUSTODIAL 2023-24				
2% increase to 2022-23 rates				
	STEP	CU00	CU03	CU06
	1	\$24.44	\$19.78	\$16.93
	2	\$24.44	\$19.78	\$16.93
	3	\$24.44	\$19.78	\$17.20
	4	\$24.44	\$19.78	\$17.20
	5	\$24.93	20.18	\$17.48
	6	\$24.93	\$20.18	\$17.48
	7	\$24.93	\$20.18	\$17.48
	8	\$24.93	\$20.18	\$17.48
	9	\$24.93	\$20.18	\$17.48
	10	\$25.91	\$20.98	\$18.01
	11	\$25.91	\$20.98	\$18.01
	12	\$25.91	\$20.98	\$18.01
	13	\$25.91	\$20.98	\$18.56
	14	\$25.91	\$20.98	\$18.56
	15	\$26.53	\$21.44	\$18.56
	16	\$26.53	\$21.44	\$18.56
	17	\$26.53	\$21.44	\$18.56
	18	\$26.53	\$21.44	\$19.67
	19	\$26.53	\$21.44	\$19.67
	20	\$27.18	\$22.30	\$19.67
	21	\$27.18	\$22.30	\$19.67
	22	\$27.18	\$22.30	\$19.67
	23	\$27.18	\$22.30	\$20.20
	24	\$27.18	\$22.30	\$20.20
	25	\$27.59	\$22.72	\$20.20
	26	\$27.59	\$22.72	\$20.20
	27	\$27.59	\$22.72	\$20.20
	28	\$27.59	\$22.72	\$20.73
	29	\$27.59	\$22.72	\$20.73
	30	\$28.03	\$23.15	\$20.73

CU00-LEAD BUS MECHANIC & FACILITIES AND MAINTENANCE

CU03-GENERAL CUSTODIANS AND BUS MECHANICS HELPER (Hired prior to 1/1/2005) and LEAD JUNIOR HIGH SCHOOL AND LEAD HIGH SCHOOL

CUSTODIAN and LEAD GROUNDSPERSON

CU06-GENERAL CUSTODIANS AND GROUNDSPERSONS (Hired after 1/1/2005)

APPENDIX B

DRUG AND ALCOHOL TESTING PROTOCOL

The protocol applies to any Employer request for submission of urine specimens involving drug and alcohol testing in accordance with applicable regulations.

1. The Employer shall be solely responsible for all costs incurred in conjunction with alcohol breath testing and reporting. The Employer shall be solely responsible for costs in conjunction with screening and confirmation testing the “split sample” at the same or different DHHS certified laboratory.
2. The employer shall insure that all alcohol and drug tests that are conducted are in compliance with all the requirements.
3. The Employer shall have the responsibility for selecting an agency that will properly conduct the drug test and furnish reliable results. The agency selected must also provide the ancillary services needed, including specimen retention of “positive” samples for five (5) years. The laboratory shall have the capability of timely providing hard copy reports of specimen analysis results.
4. The Employer shall have the responsibility for selecting an agency that will properly conduct the alcohol breath tests. This Employer will utilize Breath Alcohol Technicians (BAT) and will use Evidential Breath Devices (EBD) for both screening and confirmation tests. The confirmation test will produce three hard copies of the testing results. The agency selected must also provide the ancillary services needed, including retention of “positive” hard copy print out of positive confirmation tests for five (5) years. The agency shall have the capability of timely providing hard copy reports of the testing results.
5. Preliminary urine testing may be done by immunoassay procedures, but samples testing positive from such preliminary screening tests shall be subject to an additional confirmatory gas chromatography/mass spectrometry (GC/MS) testing. In addition, the laboratory shall retain employee for independent confirmatory tests at the employee’s expense at a laboratory of the employee’s choice.
6. Collection and processing procedures for the types of tests covered by this Policy shall be done substantially in accordance with those procedures in 49 CFR Part 40, including Sub parts A, B, and C to insure that samples are not tampered with during, or after collection. When urine testing is utilized, the Agency shall assure that appropriate chain of custody security measures is followed.

7. The confirmatory positive test result “cut-off” shall be as provided in 49 CFR 40.24(f) set out in the following table:
 - 31 GC/MS CONFIRMATION TEST Marijuana Metabolite
 - 15 ng/ml Cocaine Metabolite
 - 150 ng/ml Morphine
 - 300 ng/ml Codeine
 - 300 ng/ml Phencyclidine (PCP)
 - 25 ng/ml Amphetamine
 - 500 ng/ml Methamphetamine
 - 500 ng/ml Barbiturates
 - 200 ng/ml Benzodiazepine
 - 200 ng/ml Methadone
 - 200 ng/ml Methaqualone
 - 200 ng/ml Propoxyphene
8. Only specimens confirmed as positive by the GC/MS test procedures shall be reported as positive for controlled substances by the testing laboratory. Test results shall be reported to the Employers Human Resources Director substantially in accordance with the procedures set out in 49 CFR 40.29. The Employers Human Resources Director shall review the results reported from the laboratory substantially in accordance with the procedures set out in 49 CFR 40.23.
9. Tests for alcohol levels shall be considered to verify intoxication or impairment when the blood/alcohol level is .04 percent or higher.
10. The Employer shall be responsible for all costs incurred for the implementation and maintenance of the Drug and Alcohol Policy.

APPENDIX C

Insurance Package Premiums and Contributions (Effective July 1, 2021 to December 31, 2021)

HEALTH INSURANCE PACKAGES

WMHIP PPO Select 8

Option 1

MONTHLY PREMIUM	ANNUAL PREMIUM	EMPLOYER ANNUAL PAY	EMPLOYEE ANNUAL PAY	Employee/Pay Check Charge
\$771.06	\$9252.72	\$7043.89	\$2207.83	\$92.06
\$1,713.05	\$20,556.60	\$14,730.96	\$5,825.64	\$242.74
\$2,158.97	\$25,907.64	\$19,210.66	\$6,696.98	\$279.04

WMHIP PPO Versatile 8

Option 2

MONTHLY PREMIUM	ANNUAL PREMIUM	EMPLOYER ANNUAL PAY	EMPLOYEE ANNUAL PAY	Employee/Pay Check Charge
\$698.76	\$8,385.12	\$7,043.89	\$1,341.23	\$55.88
\$1,550.38	\$18,604.56	\$14,730.96	\$3,873.60	\$161.40
\$1,955.99	\$23,471.88	\$19,210.66	\$4,261.22	\$177.55

WMHIP SB HSA Plan 4

Option 3

MONTHLY PREMIUM	ANNUAL PREMIUM	EMPLOYER ANNUAL PAY	EMPLOYEE ANNUAL PAY	Employee/Pay Check Charge
\$586.50	\$7,038.00	\$7,043.89	-\$5.89	-\$0.25
\$1,297.71	\$15,572.52	\$14,730.96	\$841.56	\$35.07
\$1,642.10	\$19,705.20	\$19,210.66	\$494.54	\$20.61

Cash in Lieu Package

Employee Receives \$300/month and may purchase the Dental, Vision, Life and AD&D Insurance as a Package.

MONTHLY PREMIUM	ANNUAL PREMIUM	EMPLOYER ANNUAL PAY	EMPLOYEE ANNUAL PAY	Employee/Pay Check Charge
\$44.40	\$532.80	\$00.00	\$532.80	\$22.20
\$78.08	\$936.96	\$00.00	\$936.96	\$39.04
\$124.33	\$1,491.96	\$00.00	\$1,491.96	\$62.17

