

**AGREEMENT
BETWEEN THE
ROMEO BOARD OF EDUCATION
AND THE
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
(A.F.S.C.M.E.) LOCAL 2614.17
OPERATIONS UNIT
October 23, 2023 – June 30, 2026**

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AGREEMENT

This agreement entered into this 23rd day of October, 2023, between the BOARD OF EDUCATION OF THE ROMEO COMMUNITY SCHOOL DISTRICT, MACOMB AND OAKLAND COUNTIES, MICHIGAN, hereinafter referred to as the "Employer" and the, AMERICAN FEDERATION OF STATE AND COUNTY MUNICIPAL EMPLOYEES, AFSCME, AFL-CIO, all of whom are hereinafter referred to as the "Union."

A sound educational program as effects the best interests of the children of the community is the primary objective. The Employer and the Union mutually agree to provide the best possible education for the children of the school district. To this end the Employer and the Union dedicate their efforts.

The purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interests of the Employer and Employees.

The Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

ARTICLE 1 – MANAGEMENT’S RIGHTS

- 1:01 It is expressly agreed that all rights and prerogatives, which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to taking the action under such rights or with respect to the consequence of such action during the term of this Agreement, except those which are clearly and expressly relinquished herein by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
- 1:01:01 Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
 - 1:01:02 The right to establish, modify or change any work or business or school hours or days.
 - 1:01:03 The right to direct the working forces, including the right to hire, promote, transfer, discipline and/or reassign Employees, assign work or duties to Employees, determine the size of the work force and to lay off Employees.
 - 1:01:04 Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work.
 - 1:01:05 Adopt rules and regulations.
 - 1:01:06 Determine the qualifications of Employees.

- 1:01:07 Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- 1:01:08 Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- 1:02 The policy-making functions rest exclusively with the Board.

ARTICLE 2 – RECOGNITION

- 2:01 Pursuant to and in accordance with all applicable provisions of Act 336 of 1947, as amended by Act 379 of 1965 also known as the Public Employment Relations Act (PERA), the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment for the term of this Agreement. Employees of the Employer included in the AFSMCE bargaining unit are: multi-trades, grounds/warehouse utility, utility drivers, and mechanics. All temporary Employees, substitutes and supervisory personnel are excluded.

ARTICLE 3 - UNION MEMBERSHIP

- 3:01 To the extent that the laws of the State of Michigan permit, it is agreed that:
- 3:01:01 Employees covered by this Agreement may become members of the Union or remain members of the Union if they are already members, by payment of Union Dues and fees.
- 3:01:02 Newly hired, transferred or rehired Employees may, at the end of their probationary period, tender fees and the periodic dues uniformly required as a condition of acquiring or retaining membership to the Union.
- 3:02 Indemnification – The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this section of the Agreement.

ARTICLE 4 – REPRESENTATION

- 4:01 The bargaining unit shall be represented by the AMERICAN FEDERATION OF STATE AND COUNTY MUNICIPAL EMPLOYEES, AFSCME, AFL-CIO and the stewards of the Local in represented Departments, Grounds, Multi-Trades, and Mechanics.

ARTICLE 5 – SUPPLEMENTAL AGREEMENTS

- 5:01 All supplemental agreements if any, shall be subject to the approval of the Employer and the Union.

ARTICLE 6 – GUARANTEE OF RIGHTS

- 6:01 The Employer and the Union agree that there shall be no discrimination against any Employee or any applicant for employment by reason of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, height, weight, family medical history or genetic information, political affiliation, military service, other non-merit-based factors or any legally protected characteristic.
- 6:02 The Board agrees that there shall be no discrimination against any Employee by reason of their membership or non-membership in the Union.

ARTICLE 7 – LABOR RELATIONS COMMITTEE

- 7:01 The Union Executive Board or its designees will act as a Labor Relations Committee, which shall meet as agreed with the designated representative(s) of the Board to discuss and study matters of mutual interest and advantage concerning the Romeo Community Schools. Representative(s) of the AFSCME may also attend these meetings, if requested by the Union. Meetings will be scheduled by mutual agreement. The party requesting the meeting will submit a prepared agenda, which may be added to by the other party. Only items on the agenda prior to the meeting will be discussed.
- 7:02 These meetings shall follow the above guidelines except that the Special Conference meeting shall consist of Department Stewards, Union President or Designee and AFSCME Representative(s), if needed.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8:01 A grievance shall mean a complaint by an Employee or group of Employees based on an alleged violation, misinterpretation or misapplication of any provisions of this Agreement.
- 8:02 Investigation of Grievance – The local Union President or their designee may request time through the Executive Director of Employee Services to investigate and/or process a grievance. This release time, if approved, will be without loss of time or pay in performing the investigation.
- 8:03 Time limits as shown herein may be extended by mutual consent by both parties. Any requests made for extension of time must be in writing.
- 8:04 Procedure - Any grievance or dispute, which may arise between the parties to this Agreement concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:
- 8:05 Grievances shall be deemed invalid and barred if not presented at Step 1.

- 8:06 Step 1 – Within ten (10) working days of the occurrence of the cause for complaint, the Employee shall discuss the matter informally with the Employee’s immediate supervisor. A steward may accompany the Employee.
- 8:07 Step 2 – If the grievance is not resolved informally, it shall within ten (10) working days be reduced to writing, on the Official Union Grievance Form, signed by both the local Union President or their designee and the Grievant, and given to the Employee’s immediate supervisor. The immediate supervisor shall render the decision in writing within ten (10) working days and give a copy of the decision to the Superintendent or Superintendent’s designee and to the steward and the grievant.
- 8:08 Step 3 - If the grievance is not resolved at Step 2, the steward shall file written appeal with the Superintendent or Designee within ten (10) working days after the steward’s receipt of the immediate supervisor’s answer. Within not more than ten (10) working days, the Superintendent or Designee shall review the grievance, meet and render a decision in writing and give a copy of this decision to the steward and the grievant.

ARTICLE 9 – BINDING ARBITRATION

- 9:01 If the grievance is not settled at Step 3, the AFSCME may, within twenty (20) working days after the receipt of the Superintendent’s decision at Step 3, move the grievance to arbitration by notifying the Board of Education through the Office of the Superintendent of their intent to arbitrate. The School Board’s designee and a representative from AFSCME, shall then attempt to mutually select an Arbitrator.
- 9:02 If, within sixty (60) calendar days from the Union’s notice of intent to arbitrate, an Arbitrator has not been found mutually selected, the grievance may then be appealed by AFSCME to the American Arbitration Association, within the sixty (60) calendar days, to be processed in accordance with its Voluntary Labor Arbitration Rules.
- 9:03 The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of the testimony and proceedings.
- 9:04 The Arbitrator shall have no authority except to pass upon alleged violation of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.
- 9:05 The Arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board’s rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.
- 9:06 The Arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement. The Arbitrator shall not render any decision which

would require or permit an action in violation of the Michigan School Laws. The termination of probationary Employees shall not be subject to arbitration.

9:07 The Arbitrator's fees and expenses shall be shared equally by the Board and the Union. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

ARTICLE 10 – COMPUTATION OF BACK WAGES, WORKING DAYS, TIME LIMITS AND STEP ENTRY FOR CLASS ACTION GRIEVANCES

10:01 No claim for back wages shall exceed the amount of wages the Employee would have earned at his/her regular rate or result in an increase in the Employee's total remuneration from all sources including unemployment compensation benefits and remuneration from other employment pursued in place of his/her employment with the Employer.

10:02 Unless defined differently in a specific section of this Agreement, working days shall be defined as days that any member of the bargaining unit is regularly scheduled to work, excluding Saturday, Sunday and Holidays specified in this Agreement.

10:03 Time limits may be waived by written, mutual consent of the parties.

10:04 Grievances involving more than one bargaining unit member may be treated as a Class Action and entered into at Step 3 of the Grievance Procedure.

ARTICLE 11 – DISCHARGE AND DISCIPLINE

11:01 Notice of Discharge or Discipline. The Employer agrees to promptly prior to discharge or discipline of an Employee to notify the Local Union President or their designee. The Employer agrees that its enforcement of discipline or discharge will be for fair and just cause.

11:01:01 All Employees shall be offered Union representation prior to any disciplinary action by the Employer.

11:01:02 Disciplinary actions will not accumulate of unlike natures.

11:02 The discharged or disciplined Employee will be allowed to discuss his/her discharge or discipline with the steward of the district and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or the Employer's designated representative will discuss the discharge or discipline with the Employee and the steward.

11:02:01 Any verbal discipline shall be put in written form for record keeping purposes. The Union and management and the Employee shall receive copies of such.

11:03 Appeal of Discharge or Discipline. Should the discharged or disciplined Employee consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Union President or their designee to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union or if the decision is not given within the time limits, the matter shall be referred to the grievance procedure at Step 3.

11:04 Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions that occurred more than thirty (30) months previously provided, however, that any offense involving moral turpitude shall be grounds for dismissal whenever discovered. Written reprimands shall be removed upon the Employee's request from the personnel records after 30 months on file.

ARTICLE 12 – SENIORITY

12:01 New Employees hired in the union shall be considered as probationary Employees for the first ninety (90) calendar days of their employment. For the purposes of this section, work day is defined as a day when the probationary employee is regularly scheduled to work. Work days will be extended if the probationary employee is absent during the probationary period. When an employee finishes the probationary period, he/she shall rank for seniority from the day ninety (90) calendar days prior to the date he/she completes the probationary period. There shall be no seniority among probationary Employees.

12:02 Probationary Employees will become eligible for insurance benefits the first day of employment. Probationary Employees will accumulate sick days and vacation days during that period but not utilize them until the completion of the probationary period. However, probationary Employees will receive appropriate holiday pay.

12:02:01 In any extension of a probationary period, the Union will be notified. The Union may request a meeting to discuss the situation. The same rules apply to extended probationary employees as employees in their initial probationary period.

12:03 The Union shall represent probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment as set forth in Article 2 of this Agreement. The Employer shall have the right to discharge and discipline probationary Employees and the action is not subject to appeal or grievance unless the discharge or disciplinary action is for Union activity.

12:04 Seniority shall be by classification and in accordance with the Employee's first day of hire on a permanent assigned position. Seniority for computation of vacations, holidays

and other fringe benefits shall be from date of permanent hire into the Romeo Community Schools.

12:04:01

In the event of a tie in seniority, the tie shall be broken by reference to the table of random numbers (below) and the social security numbers of the involved Employee. The Employee whose number (the last two digits of the social security number) appears first on the table (beginning at the upper left side and moving down the column) shall be deemed to have higher seniority than the other involved Employee(s). In the event that the last two (2) numbers of the social security numbers of the involved Employees are the same, then the first two (2) numbers of the last four (4) shall be used to determine the seniority.

TABLE OF RANDOM NUMBERS

28	24	65	35
92	07	55	43
53	80	54	29
73	33	90	86
62	39	84	77
56	96	01	47
10	81	15	94
74	76	61	87
31	46	09	34
83	70	58	44
32	45	78	60
82	69	51	41
49	13	88	75
98	91	50	52
26	11	21	93
23	00	67	05
22	16	48	99
18	95	63	14
89	64	02	85
71	17	57	19
68	42	27	26
79	20	66	38
08	30	12	37
97	04	36	03
72	06	59	40

12:05

An Employee may not move from one classification to another classification except by the posting process as outlined under Article 18 of this Agreement. Should an Employee move as herein stated, said Employee's seniority in the new classification shall commence with the first day worked in said new classification.

- 12:05:01 An Employee who has moved from one classification to another classification and moves back to his/her original classification within thirty (30) calendar days shall retain the seniority he/she had accumulated in the original classification. Seniority for these days worked in the trial classification shall be credited to the original classification.
- 12:05:02 Preferential seniority, against layoffs only, shall be granted to the president.
- 12:05:03 The Classifications within Operations are as follows:
- I. Multi-Trades
 - a. Multi-Trades Lead
 - b. Multi-Trades Technicians

 - II. Warehouse/Grounds Utility
 - a. Sr. Grounds – Utility Person/Leader
 - b. Grounds-Utility Person/Driver
 - c. General Maintenance
 - d. Utility Driver

 - III. Mechanics
 - a. Senior Bus Mechanic/Leader
 - b. Bus Mechanic
 - c. Mechanic Trainee
- 12:05:04 Any Employee who changes classification, and in the opinion of the Employer does not satisfactorily complete the trial period in the classification to which he/she has changed, will be returned to his/her previous classification. If the Employer reverts an Employee to his/her previous classification after the trial period, it may be subject to the grievance procedure. His/her salary shall revert to that of the previous classification and his/her seniority shall not be affected. The trial period shall be for a period of thirty (30) calendar days.
- 12:05:05 An Employee who is promoted during his/her probationary period shall be considered to have satisfactorily completed the probationary period in the classification from which he/she has been promoted.

ARTICLE 13 – SENIORITY LISTS

- 13:01 Seniority shall not be affected by the race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), marital status or the dependents of the employee, parental status, national origin, age, disability, height, weight, family medical history or genetic information, political affiliation, military service, other non-merit-based factors or any legally protected characteristic.

- 13:02 The seniority lists on the date of this Agreement will show the names and job titles of all Employees of the unit entitled to Seniority.
- 13:03 The Employer will keep the seniority list up-to-date at all times and will provide the local union president with a seniority list every September and February and will post seniority lists on bulletin boards.

ARTICLE 14 – LOSS OF SENIORITY

- 14:01 An Employee shall lose his/her seniority for the following reasons:
- 14:01:01 The Employee quits or retires.
- 14:01:02 The Employee is discharged and the discharge is not reversed through the grievance procedure.
- 14:01:03 The Employee is absent for three (3) consecutive working days without notifying their supervisor. Such absence results in automatic discharge and the Employer will send written notification to the Employee at his/her last known address that his/her employment has been terminated, and the Employee has lost seniority.
- 14:01:04 If the Employee does not return to work when recalled from layoff, as set forth in the recall procedure.

ARTICLE 15 – LAYOFFS AND CHANGES IN WORK FORCE

- 15:01 Layoffs shall mean a reduction of the work force.
- 15:02 Should it become necessary for a layoff, the following procedure shall be effective.
- 15:02:01 Temporary and probationary Employees in the affected classification shall be immediately laid off.
- 15:02:02 The required number of seniority Employees shall be laid off from the affected classification beginning with the least senior Employee.
- 15:02:03 Any employee identified for layoff shall be able to exercise seniority rights to bump any employee with less seniority in, first, his/her classification and second, providing he/she has seniority in the classification into which he/she is bumping.
- If he/she cannot bump within his/her current classification, he/she may bump a less senior employee in another classification in which he/she has seniority and is qualified for the position.
- 15:02:04 The least senior Employees, who remain unplaced after the reduction in the required classification(s) and bumping is completed, shall be laid off.

- 15:03 The above layoff procedure does not apply to the normal reduction of the work force during the time school is not in session.
- 15:04 Employees to be laid off from their regular duties for an indefinite period of time will have at least fourteen (14) calendar days' notice of layoff. The Local Union President shall receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the Employees.
- 15:05 Should a position be eliminated, said Employee affected shall be considered laid off and shall be allowed to use his/her seniority rights to bump as stated above.

ARTICLE 16 – RECALL PROCEDURE

- 16:01 Should the working force be increased after a layoff; Employees shall be recalled in the inverse order of the layoffs.
- 16:02 The most senior Employee shall be recalled, after the posting and bidding process, to the next available opening in the classification from which the Employee was laid off.
- 16:03 Recall will be by written notice sent by registered or certified mail to the Employee's last known address on file in the Administration Building and shall require that the Employee report for work within ten (10) days after the date of delivery or proof of non-delivery.
- 16:04 Recall rights shall extend for five (5) years.

ARTICLE 17 – TRANSFERRING OUTSIDE OF BARGAINING UNIT

- 17:01 When an Employee accepts a position with the Employer outside of this bargaining unit, they shall have sixty (60) calendar days to accept or decline the new position. Within the sixty (60) days they will be allowed to transfer back into an open position within the bargaining unit with no loss of seniority or benefits.

However, if an Employee goes beyond the sixty (60) calendar days and wishes to transfer back into the bargaining unit, they may apply for a vacant position within the unit but shall only be considered after all qualified bargaining unit applicants have been offered the vacant positions. While their years of service with Employer will count toward their benefits, their unit seniority will start the date they re-enter into this bargaining unit.

ARTICLE 18 – TRANSFER AND PROMOTIONS

- 18:01 DEFINITIONS
- 18:01:01 Transfer: Transfer is a lateral move defined as a movement with no change in classification or pay rate. Seniority and qualifications shall be used in considering

Employees for a lateral move. An Employee shall be given a trial period as outlined under transfers.

- 18:01:02 Promotion: Promotion is an upward change in job classification that results in an increased rate of pay. An Employee will be given a trial period as outlined under Promotion.
- 18:01:03 Qualifications: Qualifications shall include but will not be limited to discipline record, individual evaluations, overall work record, previous experience, and past 24 months' discipline and attendance record.
- 18:02 Vacancies. The Employer will publicize all vacancies within the Bargaining Unit by posting in all buildings of the district. Employees may apply for the vacancy.
- The notice of the position shall be posted for a period of five (5) working days, setting forth the job title, location, hours of employment, rates of pay and general qualifications necessary to perform the job. Where possible, the position shall be filled within five (5) days from the expiration of the position.
- 18:02:01 Consideration for a vacancy shall be within the Employee classification. Should the vacancy not be filled within the classification, Employees from other classifications in the division will be considered prior to new hires, provided they meet the qualifications.
- 18:02:02 The Employer agrees to give due weight to the qualifications of all applicants.
- 18:02:03 Employees going on vacation are urged to notify the Union President or their Steward, as to their address while on vacation, if they wish to be notified of vacancies which may occur while they are gone. The Employer will provide extra copies of the posting requested by the Union.
- 18:03 Transfers
- 18:03:01 Transfers to a posted vacancy through the bidding process shall be permitted within each classification in order of seniority. An Employee so transferred shall be given a twenty (20) working day trial period in which to demonstrate his/her ability to perform the duties of the job. The Employer shall have the right at any time during the trial period to revert the Employee to his/her previous permanent position if, in the opinion of the Employer, the Employee's work performance is not satisfactory. The Employee shall have the right at any time during the trial period to revert to his/her previous permanent position if he/she so desires.
- 18:03:02 If the Employer reverts the Employee to his/her previous permanent position after his/her trial period, it shall not be subject to the grievance procedure.

- 18:03:03 There will be guaranteed training conducted by Management. If Management utilizes bargaining unit personnel in the training process that selected person must willingly accept the trainee.
- 18:03:04 An Employee may be granted a maximum of two (2) lateral move transfers during any given fiscal year July 1 – June 30. Note: A maximum of only one (1) temporary lateral move within the above specified two (2) moves will be allowed. (No more than any combination of two (2) moves will be allowed.) This restriction does not prohibit an Employee from a promotional change.
- 18:03:05 The only moves that will be recognized as lateral moves are the ones that are “bid” on for posted positions.
- 18:04 Promotions. The Employer agrees to use qualifications and seniority in considering Employees for promotion. Seniority will govern when qualifications are equal. An Employee being promoted to a higher paying classification or promoted within their classification shall be given a trial period of up to twenty (20) working days in which to demonstrate his/her ability to satisfactorily meet the standards and perform the duties of the job. The Employer shall have the right at any time up to the conclusion of the trial period to revert the Employee to his/her former classification or previous permanent position within their classification if, in the opinion of the Employer, the Employee’s work performance is not satisfactory. During the period, the Employee shall receive the pay rate for the job he/she is performing. The Employee shall have the right at any time during the trial period to revert to his/her former classification or previous permanent position within their classification if he/she so desires.
- 18:05 Temporary Positions
- 18:05:01 Temporary positions have been created to replace an Employee who is absent from his/her position for consecutive periods of thirty (30) working days or more, and shall be posted within five (5) days of written notification to the Employee Services Office.
- 18:05:02 If management is made aware with doctor’s verification that an Employee will be absent thirty (30) working days or more, the position will be posted immediately.
- 18:05:03 Should an employee be on long-term disability for a period exceeding 12 consecutive months, the district shall have the option to fill the employee’s position. At such point in time that the employee returns to work, the employee shall bump the position of the least senior bargaining unit employee that does not result in a loss of wages or hours or any substitute in his/her classification.
- 18:05:04 Employees who fill temporary positions will be eligible for all fringe benefits in the temporary position.

- 18:05:05 Employees transferring to a temporary position for twenty (20) working days or less shall return to their previous permanent position and will not lose any seniority.
- 18:05:06 Upon completion of the temporary position, the Employee will revert back to his/her previous permanent position.
- 18:05:07 The seniority of an Employee taking a temporary position within the same classification will not change. Employees transferring to a temporary position outside their classification shall have twenty (20) working days to revert back or management may revert them back without loss of seniority. If an Employee stays in a temporary position outside his/her classification after fifty (50) working days, his/her seniority shall start from the first (1st) day in the temporary position, and his/her seniority will be frozen in his/her regular classification.
- 18:05:08 No fringe benefits of any kind will be given to any temporary Employee who is not a member of the bargaining unit.

ARTICLE 19 – NEW POSITIONS

- 19:01 New positions in the bargaining unit may be established by the Employer.
- 19:02 Upon creation of a new position, the Employer and Union will meet to negotiate an appropriate wage rate and classify the position. In the event that agreement is not forthcoming, within fifteen (15) calendar days, which shall include three (3) meetings, if necessary, it shall become a proper matter for the grievance procedure.

ARTICLE 20 – LEAVES OF ABSENCE

- 20:01 Leaves of absence shall apply for all members of the bargaining unit.
- Written application must be made to the Superintendent of Schools or Designee. Upon written application, at least ninety (90) calendar days' period to the expiration of the leave, the Superintendent or Designee may, at his/her discretion, extend the leave of absence period for one (1) additional year.
- 20:01:01 Scheduled salary adjustments, seniority and retirement credit are not allowed for such a leave.
- 20:01:02 An Employee who accepts other employment while on leave of absence shall lose his/her seniority with the district and shall be subject to discharge.
- 20:02 Personal Leave. Employees may be granted a leave of absence for personal reasons, without compensation or other benefits, for a period of up to one (1) year, provided it does not injure the program of the school. This leave will not be available to employees in their first two (2) years of employment in a position governed by this contract.

- 20:03 Return from Personal Leave. An Employee granted a leave of absence for a full semester or more must give written notice to the Superintendent or Designee at least thirty (30) calendar days prior to the expiration of the leave that he/she expects to return at the expiration of the leave.
- 20:03:01 Upon his/her return from leave of absence, the Employee will be given the assignment he/she held before going on leave. Should the returning Employee refuse this position, the obligation of the district shall be ended.
- 20:03:02 Peace Corps Leave. A leave of absence will be granted for up to one (1) year to any Employee who joins the Peace Corps as a full-time participant in such a program. Such leave will be considered for extension as outlined in Section 01 of this article.
- 20:03:03 Veterans Leave. Veterans will be entitled to reemployment rights as provided by law.

ARTICLE 21 – SICK LEAVE AND PERSONAL DAYS

- 21:01 It is understood that sick leave and personal days are converted to hours.
- Employees absent from duty on account of personal illness or other reasons set forth in this article shall be allowed such leave as set forth in this article.
- 21:01:01 Full-time utility drivers, Multi-Trades, grounds/warehouse utility, and mechanics who are twelve-month Employees, shall be granted one (1) day sick leave per month, per working year. It is understood that the twelve (12) days will be added on for the school year, which begins July 1, to those days which were previously accumulated.
- 21:02 Accumulation of sick days shall be capped at one hundred fifty (150) days.
- 21:03 Sick days will be granted for:
- 21:03:01 Personal illness or quarantine of Employee or Employee's living quarters.
- 21:03:02 To provide care for a parent, child or spouse of an Employee for one (1) day in case of illness or accident when there is no one else available to take care of them. A maximum of four (4) days per year may be used for this purpose or as defined under the Family Medical Leave Act or the Paid Medical Leave Act.
- 21:03:03 Under the Family Medical Leave Act, the employer requires the employee to use any/all accrued paid time off in conjunction with Family Medical Leave time off.
- 21:03:04 Employees may accrue sick and vacation days for the first six (6) months they are paid disability insurance and Workers Compensation by the Board of Education carriers. After that time, accrual of sick and vacation days will discontinue.

- 21:04 Each employee shall be notified via their paycheck as to his/her accrued number of sick days. The employee may access their payroll check information through the payroll portal.
- 21:05 Any Employee covered by this sick day policy not fulfilling his/her contract, either by resignation or dismissal, will have his/her sick days prorated for the year and shall be required to pay back to the Employer all sick day payments of which he/she is not entitled.
- 21:06 The Employer requires that an Employee ill for more than three (3) consecutive working days, before returning to work, present the Employer with a certificate of good health from the attending physician indicating that the Employee is physically and mentally able to return to work.
- 21:07 Employees are required to notify their immediate supervisor of their absence due to illness in time for other arrangements to be made. Failure to notify the supervisor prior to shift beginning time may result in loss of pay for the full shift.
- 21:08 An Employee taking no more than one (1) sick day in a school year will receive one (1) bonus day the following school year. An Employee taking no sick days in a school year will receive two (2) bonus days the following school year. Such days shall be accumulated up to five (5). If unused, these days shall be placed in the individual's sick bank.
- Employees may utilize bonus days for payment on snow days or in-service workshop days, for which they normally would not be paid. The employee must submit bonus day usage in the district's time keeping system.
- 21:09 Personal Days. Out of the employee's accumulated sick leave days, two (2) days per year may be utilized as personal days.
- The request for personal days shall be made to the supervisor at least one (1) week in advance in the district's time keeping system. Emergency requests of less than one (1) weeks' notice may be granted. Existence of an emergency will be determined by the Employer.
- 21:10 Weather Days. When schools are closed because of inclement weather or other emergency causes, the employee may use up to five (5) accumulated sick days, vacation days, personal days and/or bonus days for this purpose per school year.
- 21:11 If all available sick/personal days are exhausted, the employee shall not take any unapproved unpaid days without providing medical documentation. Failure to provide medical documentation may result in disciplinary action.
- 21:12 Paid Medical Leave Act (PMLA)

The district will grant up to 40 hours of paid medical leave to be frontloaded on July 1st of each year. Paid leave must be used in a minimum of one-hour increments. Carryover from year to year of unused leave days shall not be permitted. Employees may take paid medical leave for physical or mental illness, injury, or health condition of the employee or his or her family member, medical diagnosis, care, or treatment of the employee or employee's family member, preventative care of the employee or his or her family member, closure of the employee's primary workplace by order of a public official due to a health emergency, to care for his or her child whose school or place of care has been closed by order of a public official due to a public health emergency, the employee's or his or her family member's exposure to a communicable disease that would jeopardize the health of others as determined by health authorities or a health care provider. For domestic violence and sexual assault situations, employees may use paid medical leave for any of the following: Medical care of psychological or other counseling, receiving services from a victim service organization, relocation and obtaining legal services, participation in civil or criminal proceeding related to or resulting from a domestic violence or sexual assault.

PMLA is not in addition to Sick Leave and Personal Days in Article #21.

ARTICLE 22 – MEDICAL LEAVE

22:01 Employees on a leave of absence for medical reasons are covered under the sick leave policy. If the illness extends beyond the sick leave policy and the employee is deemed eligible for LTD insurance, he/she will be allowed leave for a maximum of two (2) years and the district will continue their medical insurance for 90 days from the date of LTD commencement. If the employee currently has prorated medical insurance costs, that same proration will continue during that period. An employee may continue at his/her own expense, dental and vision coverage while on LTD at the COBRA rate, effective the first of the month following his/her LTD eligibility.

The Employer will continue health, vision, LTD and dental insurance coverage premiums for employee until such time as an LTD determination is received. Employee must maintain any prorated medical insurance costs during this period. If an employee is not deemed eligible for LTD coverage, with the exception of those who qualify for FMLA, he/she will be responsible for reimbursement of employer-paid insurance premiums during that period if employee was on an unpaid status.

22:01:01 The Employer is given the right to have an examination of an employee sick for any length of time by a physician of its own choosing at the Employer's expense.

22:01:02 Should the Employee challenge the Employer's selected physician's report; the following procedure will be employed:

- 22:01:02:01 The Employee may elect to be examined by a physician of the Employee's choice at the Employee's expense.
- 22:01:02:02 If the report of the Employee's and Employer's physicians are in conflict or disagreement, the Employer may have the Employee examined by a mutually agreed to appropriate specialist in the field of dispute for final determination of the matter. Recommendation of the agreed upon specialist shall be binding on the parties. Cost of the examination shall be borne by the Employer.
- 22:02:03 Return from Medical Leave. An Employee returning from a medical leave of absence must notify the Superintendent or Designee with a doctor's statement.
- 22:02:03:01 Upon his/her return from a medical leave of absence, all Employees will be returned to his/her same job that he/she left. The current Employee holding said temporary position shall return to his/her former position.
- 22:03 Family Medical Leave Act (FMLA)
- The district will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave act of 1993 (FMLA). All requests for sick leave will be made to the Superintendent or designee. When the need is foreseeable, such notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee will give as much notice as is practicable. Proper certification of the reason for the leave must be provided.

ARTICLE 23 – WORKER'S COMPENSATION

- 23:01 In the event an Employee loses time as a result of illness or injury incurred in the course of his/her employment, for which the Employee receives benefits under the Michigan Workers' Compensation Act, the Board will allow Employee to have the option (in writing) of being paid the difference between the amount paid for compensation and the amount normally earned on a straight-time basis as long as the individual has days remaining his his/her individual sick bank. A prorated amount of time shall be deducted from his/her sick bank for each day of absence. When Employee is released to return to work after having been absent on Workers' Compensation disability, he/she will be reinstated to the classification held prior to his/her injury.

ARTICLE 24 – CHILD CARE LEAVE

- 24:01 An Employee shall notify the Employee Services Office, in writing, as to the date of expected child care leave.
- 24:02 Upon written request, the Employee may be granted a child care leave of absence for a period not to exceed one (1) year. No salary will be received during the time of the child

care leave. Time on child care leave shall not be counted for service and salary increments. The employee understands that his/her position will not be held for him/her during the child care leave.

24:02:01 This leave is not available to an employee until he/she has completed two (2) full calendar years of employment.

24:03 If the Employee is granted a child care leave for a period up to one (1) year, the Employee may exercise his/her seniority in the position of his/her classification to bump the Employee with the least seniority.

ARTICLE 25 – BEREAVEMENT DAYS

25:01 The Board of Education shall provide five (5) days with pay in case of the death of a spouse, child, or step child/children. The Board of Education shall provide three (3) days with pay in case of the death of a mother, father, grandparent, in-laws, step-mother, step-father, step-sister, step-brother, step-grandparent, grandchild, or a member of the immediate household not related. One (1) day per incident shall be provided for all other incidences. a member of the immediate household not related. Under extenuating circumstances, additional time may be granted using accumulated sick days and/or vacation days. If no sick days or vacation days are available, employees may take an unpaid day. The employee must attend the funeral or memorial service to receive bereavement days, and may be required to produce written verification of the same.

ARTICLE 26 – OTHER ABSENCES

26:01 Absence for jury duty by an Employee will not be chargeable to the sick leave allowance. The employee who serves on jury duty shall receive his/her pay from the Employer, the employee shall submit to the payroll department the endorsed juror fee check.

26:02 The Union President or their designee will be granted time off to attend Union conferences or conventions. Application should be made in writing at least two (2) weeks prior to the meeting date. Available Union Business Time may be used for this purpose. Deduction of the daily wage will be made for all time lost when Union Business time has been exhausted. All necessary expenses shall be borne by the Union. The Union President or their designee acknowledges that retirement service credit will be lost for Union Business conducted during work hours unless the district is reimbursed those sums paid to the Retirement Board.

26:03 When an employee's attendance at an educational conference or convention is approved by the Superintendent or Designee, the time spent will not be deducted from the sick leave allowance and necessary expenses will be paid by the Employer.

26:04 Employees who are required by the Employer to attend classes, workshops or in-service training will be compensated for all hours required.

26:05 Weather Days. See Article 21.

ARTICLE 27 – HOLIDAYS

27:01 Holidays paid for by the Employer at a regular rate of pay shall apply to twelve (12) month Employees who are regularly employed for eight (8) hours or more per day, as follows, during the life of this Agreement. The following days shall be celebrated as holidays:

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King Jr. (MLK)
Good Friday
Memorial Day

27:02 It is understood that when a holiday falls on a Saturday, it shall be celebrated on Friday. When it falls on a Sunday, it shall be celebrated on Monday.

27:03 In order for an Employee to be paid for any holiday(s), the following format must be followed:

27:03:01 Employees must work a full day on their last regular work day before a holiday and work a full day on their first day following a holiday (approved vacation is considered a regular work day) except in cases of emergency. In case of emergency, employees shall be allowed to use accrued sick days by submitting appropriate medical or other documentation to the Employee Services Department in order to be paid for the holiday.

27:03:02 If the holiday falls within a vacation or other approved leave, the employee must work the last scheduled day before the vacation/approved leave and the first scheduled day after the vacation/approved leave.

27:04 If for any reason classes are in session during any of the above days, Employees will be expected to report for work at their regular rate of pay. Other days will be determined as holidays by mutual agreement should this occur.

ARTICLE 28 – VACATION

- 28:01 Vacations will normally be taken during the summer season or at other times when school is not in session. Vacation requests for other times of the year will be considered provided all operational assignments can be covered adequately. Where there are fewer than four (4) Employees in any classification, no more than one (1) may be off at one time. Requests for vacation will be considered in order of date received.
- 28:01:01 Employees are required to submit requests for vacations at least one (1) week prior to the day(s) requested; however, other requests will be considered in the order in which the requests are received for the current school year. If the Employee's request is denied, the employer will notify them within one (1) business day of the decision.
- 28:02 Senior Employees will have preference for vacation dates.
- 28:03 In the event of resignation or dismissal, accrued vacation time shall be granted.
- 28:04 Employees may accrue sick and vacation days for the first six (6) months they are paid disability insurance and Workers' Compensation by the Board of Education carriers. After that time, accrual of sick and vacation days will discontinue.
- 28:05 Full-Time Employees.
- All regularly employed full-time Employees employed on a twelve (12) month basis will be granted vacations, in addition to the holidays established by this Agreement, according to the following schedule:
- | | |
|----------------|-----------------------------|
| 1 -3 years: | Ten (10) vacation days |
| 4 -6 years: | Twelve (12) vacation days |
| 7 – 9 years: | Fourteen (14) vacation days |
| 10 – 14 years: | Fifteen (15) vacation days |
| 15+ years | Twenty (20) vacation days |
- 28:06 An Employee, as described in 28:05 above, who has been employed by the school district less than one (1) year as of July 1, will be granted vacation at the rate of 5/6th's per month of employment or major fraction thereof worked in the preceding period between July 1 of one year and July 1 of the next, but not to exceed ten (10) working days.
- 28:07 Vacation periods must be earned in the previous school year (July 1 to June 30). Employees, who have been employed by the school district less than one (1) year as of July 1, will be granted vacation at the rate of 5/6ths per month of employment, worked

in the preceding year between July 1 and June 30, but not to exceed ten (10) working days. Note: This affects Employees with service time up to three (3) years.

28:08 Vacation can be accrued up to 30 days. Employees are allowed cash payment for up to five (5) earned vacation days not taken by October 1 of the following year. Vacation time accumulated prior to October 1, 2006, will not be subject to mandatory use.

ARTICLE 29 – RETIREMENT

29:01 An Employee retiring under the Michigan Public School Employee’s Retirement Act shall receive \$50.00 for each year of service in the school district. This will be prorated for part-time Employees.

29:02 Upon resignation in good standing or upon retirement in accordance with the Michigan Public School Employee’s Retirement Act, or in the event of the death of the Employee, any Employee with ten (10) calendar years of service or more may redeem all unused sick days at twenty-five percent (25%) of the Employee’s daily rate per unused sick day up to one hundred twenty (120) days. In the event of death, the estate will be given the money.

29:03 Whenever possible, the Board and the Union will notify one another of an impending retirement of any Union member.

29:04 Longevity shall be paid to the date of retirement.

ARTICLE 30 – WORK SCHEDULE AND OVERTIME COMPENSATION

30:01 A full-time Employee is defined as someone who works at least eight (8) hours per day during the school year, five (5) days per week.

30:02 All Employees shall have regular starting and quitting times. Employees are expected to be at their regularly assigned buildings at their scheduled starting times. The Director of Operations shall be allowed to make adjustments to the work hours as agreed to by the Employee and the Director.

30:02:01 During holiday breaks, afternoon and midnight shifts have the option to work the day shift.

30:02:02 If an activity is scheduled during breaks, Employees will be given the option of working the afternoon shift on a voluntary basis. If no Employee volunteers, the activity will be filled by the lowest seniority within the building.

30:03 Employees who are working a scheduled shift but are sent home because of no work will be paid one-half of their normal shift of work, or the amount actually worked, whichever is greater, but in no case less than two (2) hours.

- 30:04 An Employee called for emergency purposes outside of his/her regular shift will be guaranteed at least two (2) hours pay.
- 30:05 Overtime will be paid on the check following overtime worked as follows;
- 30:05:01 Time and one-half will be paid as follows:
 For all hours over eight (8) in one (1) day.
 For hours worked in excess of forty (40) hours in one (1) week.
 Working on Saturday.
 There shall be no pyramiding of overtime.
- 30:05:02 Double time will be paid as follows:
 For all hours worked on Sunday.
 For all hours worked on holidays. Time worked on holidays will be double time plus holiday pay.
- 30:05:03 Summer hours: The district has the option to schedule a four-day work week from the last student day of school at the end of the year to the first student day at the beginning of the year. It is understood that the workdays will last for ten (10) hours each day. It is also understood that employees will not receive overtime pay for the work eight (8) hours each day during this period.

ARTICLE 31 – COMPENSATION SCHEDULE

- 31:01 Should an Employee be promoted to a higher classification; the Employee will move to the step of the new classification in accordance with the Employee's number of years of service in the district.
- 31:02 When an Employee is assigned to work in a higher classification for more than four (4) consecutive hours, the Employee shall receive the rate of pay for the higher classification. When an Employee works in a lower classification, the Employee will receive his/her regular rate of pay.
- 31:03 Compensation schedules are show on Appendix I.
- 31:04 All employees shall receive their pay via direct deposit and receive their payroll data/voucher via electronic means.
- 31:05 Certification and Stipends
- 31:05:01 The employer agrees to pay for any cost (this includes class fee, mileage out-of-district and hourly rate) associated to maintain or obtain any certification that may be required

of an employee in their current position. An employee is solely responsible for any costs to obtain or maintain a certification they choose to pursue on their own in an effort to enhance their qualifications for promotion to another position.

31:05:02 The renewal of required certifications is the responsibility of the employee. Failure to renew required certifications before they expire will result in a loss of any stipend(s) associated with the certifications. Failure to renew required certification(s) before expiration will result in disciplinary action. Stipend for certification(s) will be paid to the employee when assigned to a position requiring the certification.

31:05:03 Voluntary certifications for which a stipend is paid are the responsibility of the employee. Failure to renew voluntary certifications before they expire will result in a loss of any stipend(s) associated with the certification.

ARTICLE 32 – LONGEVITY

32:01 Longevity for all full time Employees based on completed years of service.

Employees eligible for initial longevity payment prior to 9/15/2009 to be paid September 1 st of each year		Employees eligible for initial longevity payment after 09/15/2009	
10 years	\$600.00	7 to 8 years of service	.25 per hour
12 years	\$800.00	9 to 10 years of service	.35 per hour
14 years	\$1,000.00	11 to 12 years of service	.45 per hour
16 years	\$1,200.00	13 to 14 years of service	.50 per hour
18 years	\$1,400.00	15+ years of services	.60 per hour

32:02 Longevity payments to be made on the first payday after the anniversary date for employees hired prior to September 15, 2009.

32:03 Longevity shall be paid to date of retirement.

32:04 An Employee on an applied for unpaid leave shall not receive their longevity until they return to work.

32:05 An Employee off on a paid medical leave or Workers' Compensation, excluding LTD, shall be paid their longevity under the following conditions:

32:05:01 Full-time employees must have available a minimum of eight (8) hours sick or vacation time within the immediate two (2) weeks prior to their anniversary date.

ARTICLE 33 – PART-TIME EMPLOYEES

- 33:01 Compensation schedules are shown on Appendix I.
- 33:02 A part-time worker shall be defined as a regular Employee with a job assignment of less than eight (8) hours per day. Hours assigned shall be determined to be part of a regular shift. The workload shall be assigned by the supervisor.
- 33:02:01 Employees hired on or after March 12, 2013, working less than five (5) hours per day, are not eligible for insurance benefits.
- 33:03 Because of the concept of true proration, the following indicates what fringe benefits the part-time Employees that are a part of this bargaining unit will receive.
- 33:04 Life Insurance. Upon proper application, the Board will provide the following life insurance for all eligible part-time Employees.

\$17,500 term policy for Employees working 6 hours but less than 8 hours per day.
- 33:04:01 Eligible employees electing not to be covered by hospital-medical-surgical coverage may elect to have double the life insurance protection they are entitled to instead of hospitalization coverage. The Employee may request this in writing to the Employee Services Executive Director.
- 33:05 Hospitalization. Upon proper completion of the required hospitalization form by the eligible Employee, the Board will provide the type of hospital-medical-surgical coverage presently carried for each full-time Employee, and will cover the cost of the premium on a true prorate basis (a percentage of an eight (8) hour day). (Please refer to the Insurance Section.).
- 33:05:01 In addition, the parties agree to comply with PA 152 as long as it exists. Such contributions shall be in addition to contributions that are already made by less than full-time employees.
- 33:05:02 If the law is removed, or rescinded, the parties agree to contributions as follows: All employees receiving District paid medical insurance shall contribute to the cost of such premiums as follows: employees with single coverage shall pay \$35 a month; employees with double/couple coverage shall pay \$75 a month; and employees with full family coverage shall pay \$100 a month. Such payments shall be in addition to contributions that are already made by less than full-time employees.
- 33:06 Vision Insurance Upon proper completion of the required vision insurance application form by the eligible Employee, the Board will provide vision insurance for each part-time Employee and family. Please refer to the Insurance Section.

33:07 Dental Plan Upon proper completion of the required dental insurance application form by the eligible Employee, the Board of Education will provide a dental insurance plan for all part-time employees, and will cover the cost of the premium on a true prorata basis. Please refer to the Insurance Section.

33:08 Longevity For all part-time Employees that are a part of this bargaining unit the Board of Education will provide longevity pay as spelled out for full-time Employees except that it will be based on a prorata basis considering the fractional part of the day worked. For example, an Employee who has worked for ten (10) years for the district and is presently working four (4) hours per day, the following formula will apply to determine longevity pay:

$$\begin{aligned} &\text{Contract Schedule X Portion of Day} \\ &10 \text{ years} = \$600 \times 4 \text{ hours (50\%)} = \$300 \end{aligned}$$

33:09 Vacation Part-time employees hired before September 1, 2006 do not need to meet a minimum number of hours to be eligible for vacation. Part-time Employees hired between September 1, 2006 and March 5, 2013, working a minimum of four (4) hours per day will be eligible to earn vacation. Employees hired after March 5, 2013, working less than 52 weeks per year, are not eligible for vacation.

33:09:01 For eligible employees, vacation will begin to accrue the first day of the following month. Eligible part-time employees will earn vacation based on the years of service and scheduled hours with the school district according to the following schedule:

1 – 3 years	Five (5) days vacation
4 – 6 years	Six (6) days vacation
7 – 9 years	Seven (7) days' vacation
10 – 11 years	Eight (8) days' vacation
12 – 13 years	Nine (9) days' vacation
14 – 15 years	Ten (10) days' vacation

33:09:02 Vacation will normally be taken during summer season or at other times when school is not in session. Employees who do not use all of their vacation time during the year will receive a vacation pay in his/her last paycheck of the school year.

33:09:03 Prior to April 1, an Employee may, at his/her option, notify the Executive Director of Employee Services or designee that he/she will carry over the next school year a maximum of five (5) vacation days. Intent: Employee will not be able to take vacation time not accrued or banked.

- 33:10 Holidays: Refer to Article 27.
- 33:11 Part time employees will be considered for substitute positions within the following guidelines:
- 33:11:01 These positions shall not be in conflict with the employee’s regular work schedule.
- 33:11:02 The addition of the substitution hours to the employee’s regular schedule does not put employee into overtime wages.
- 33:11:03 Article 30:05:01. – definition of overtime shall not apply to hours worked under this section.
- 33:11:04 Article 30:05:02 – definition of overtime will apply to hours worked under this section.
- 33:11:05 The employee who substitutes in another classification will be paid at the step one rate of that classification; no benefits will accrue with any hours worked as a substitute.
- 33:11:06 Employees wishing to be considered for substitute work during the school year must apply in writing to the appropriate supervisor by September 1 of each year. Employees wishing to be considered for substitute work during the summer months must apply by May 1 of each year.

ARTICLE 34 – OPERATIONS EMPLOYEES

- 34:01 All full-time Operations shall have one-half (1/2) hour lunches and two (2) fifteen (15) minute breaks.
- 34:02 Eight (8) hours work will be considered a full day for all Employees covered by this contract.
- 34:03 For all Operations Employees, the first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.
- 34:04 New yearly seminars on spraying pesticides and herbicides under MIOSHA guidelines will be made available to all designated certified personnel before spring.
- 34:05 Management will supply a cleaning kit with each respirator for Employees to use prior to using respirator equipment.
- 34:06 Operations Overtime. Operations overtime will be assigned on a rotation basis.
- 34:07 Snow Removal & Salting Overtime. Overtime will be mandatory for snow removal and salting throughout the district from November 1 through April 15. Exceptions would be

due to illness and/or extenuating circumstances, or the day following a scheduled vacation day. Management will compile a list of qualified employees from the Operations department to assist with overtime during snow removal and utilize the list during such time. Employees will be called on a rotation basis. A rotation list will be created and the rotation will be based on seniority and employees shall be called to work based on the rotation. The rotation list will begin with the most senior employee annually.

ARTICLE 35 - MECHANICS

- 35:01 Lost, stolen and damaged tools needed to work on the school's vehicles will be replaced by the school district, provided an inventory of tools is recorded, kept current by the Employee, filed in the Director's office, and if the occurrence is reported to and certification is made by the Director.
- 35:02 Mechanics will only be used to drive school buses in an emergency situation after all available drivers, call-in sub drivers, and qualified office staff has been utilized.
- 35:03 The bus mechanics' hours will be established by the Director and the full-time bus mechanics shall be entitled to one, half hour (1/2) unpaid lunch period and two (2) fifteen (15) minute breaks.
- 35:04 In the absence of the senior mechanic of one (1) day to thirty (30) working days, said position will be offered by seniority in the mechanics' classification. If no mechanic accepts, the position will be filled by the highest seniority mechanic.

ARTICLE 36 - UNIFORMS

- 36:01 All members of this Collective Bargaining Agreement will be furnished daily uniforms provided by a uniform service of management's choice. One jacket (two sets) will be provided and maintained by the uniform service. Insulated overalls (one set every four years, preferably carhart design) will be provided by the district. The following conditions will also prevail:
- 36:01:01 All employees will be ready to begin work, dressed in their uniforms, at the start of their shift
- 36:01:02 All employees will work until the end of their shift and then change clothes on their own time.
- 36:01:02:01 Shorts shall be permitted when students are not in session and shall be provided by the uniform company only.

ARTICLE 37 - INSURANCE

37:01 Eligibility: For purposes of determining eligibility for the insurance provisions of this section, it is understood that a full-time Employee is defined as someone who works ten (10) months per year for the Employer, at eight (8) hours per day, five (5) days per week. The Employee is responsible for completing the necessary insurance application forms. It shall further be the Employee's responsibility to report immediately to the Employer all changes in his/her current insurance status (example: divorce, birth, etc.).

37:02 MEDICAL: Hospitalization Insurance. Upon proper completion of the required hospitalization application form by the Employee, the Board of Education will provide a hospital-medical-surgical and major medical plan similar to the following:

MESSA CHOICES

MESSA CHOICES \$500/\$1,000 IN-NETWORK; 0% COINSURANCE, 3-Tier Rx, OV/UC/ER: \$20 office visit/\$25 urgent care \$50 ER emergency room co-pays. This coverage shall include spouse, eligible dependents, and family continuation. Additional benefits may be purchased for sponsored dependents on an individual basis by payroll deduction; however, it is agreed the additional costs will be borne by the Employee.

Or

MESSA CHOICES \$500/\$1,000 in-network; 20% coinsurance, Rx Saver prescription drug coverage with Mandatory Mail 3-Tier Rx, OV/UC/ER: \$20 office visit/\$25 CU Critical/urgent care/\$50 ER emergency room co-pay. This coverage shall include spouse, eligible dependents, and family continuation. Additional benefits may be purchased for sponsored dependents on an individual basis by payroll deduction; however, it is agreed the additional costs will be borne by the Employee.

Or

MESSA ABC Plan 1 \$1,500/\$3,000 in-network; 0% coinsurance, ABC Rx prescription drug coverage 3-Tier Rx. This coverage shall include spouse, eligible dependents, and family continuation. Additional benefits may be purchased for sponsored dependents on an individual basis by payroll deduction; however, it is agreed the additional costs will be borne by the Employee.

Or

MESSA ABC Plan 2 \$2,000/\$4,000 in-network; 0% co-insurance, 3-Tier Rx. This coverage shall include spouse, eligible dependents, and family continuation. Additional benefits may be purchased for sponsored dependents on an individual basis by payroll deduction; however, it is agreed the additional costs will be borne by the Employee.

37:03 Employee Contribution to Premium: The parties agree to comply with PA 152 as long as it exists. Employee contributions will depend on the plan type and tier of

enrollment. Refer to the Employee Contribution sheet (go to our website, click Inside RCS, click departments, click Business Services, employee benefit information and forms, click on your group) for the various monthly contribution rates.

37:04 STIPEND IN LIEU OF HEALTH CARE: Health Care Opt-out provision, also known as cash-in-lieu of benefit provision, is available and is applied through the Internal Revenue Code ("IRC") section 125. The present IRC 125 Plan has been amended to allow for this option. An election for Opt-out must be supported by evidence an employee has health benefits available from another source. Employees must be employed in a permanent full-time position and eligible for coverage paid through the district. Eligible employees must elect to opt-out during the open enrollment periods. If an employee becomes full time after the open enrollment period, he/she will be eligible for Health Care or Opt-out the first day of the following month. The Opt-out payment, effective April 1, 2013, will be One Hundred (\$100.00) Dollars per month.

Employees electing not to be covered by hospital-medical-surgical coverage and who are eligible for the health care opt-out provision may elect to have double the life insurance protection they are entitled to instead of hospitalization coverage. The Employee may request this in writing to the Executive Director of Employee Services.

37:05 Life Insurance: All eligible Employees in the bargaining unity, upon proper application, will be covered by life insurance on a group basis in the principal amount of \$50,000 (prorated for part-time employees). The provisions of the group policy and the rules and regulations of the carrier shall govern as to commencement and duration of benefits and all other aspects of the coverage. The \$50,000 amount of the policy shall continue for the life of this Agreement, including all vacation and regular summer periods as long as the individual remains an Employee of the Board of Education.

37:06 VISION INSURANCE: Upon proper completion of the required vision insurance application form by the Employee, the Board will provide vision insurance for each full-time Employee and family as follows:

VSP 3 G Plan Highlights:

In-network provider benefits

1. Examination
2. Single Vision, Bifocal, Trifocal, Lenticular Lenses – MESSA pays 100% of approved amount
3. Frames: \$130.00 allowance
4. Contact lenses to improve vision: \$135.00 allowance
5. Contact lenses that are medically necessary – to correct keratoconus, irregular astigmatism, irregular corneal curvature or vision to 20/70 in the better eye – MESSA pays 100% of the approve amount.

37:07

Dental Plan: Upon proper completion of the required dental insurance application form by the Employee, the Board of Education will provide a dental insurance plan for all full-time Employees and all part-time Employees, and will cover the cost of the premium on a true prorated basis.

The dental plan will provide a \$1,000.00 per person, per contract year, maximum with an orthodontic rider of \$1,000.00 lifetime maximum per family member. Orthodontia benefits are paid at 80% of the reasonable and customary charges. The dental plan will be similar to the following:

80% of the reasonable and customary charges of a dentist for Diagnostic, Preventative and Emergency expenses:

1. Oral examination
2. Prophylaxes
3. Topical Fluoride (twice in any period of 12 consecutive months up to age 19)

80% of the reasonable and customary charges of a dentist for the following Basic Services

1. Radiographs (x-rays)
2. Restorative
3. Crowns (payable once in any 5-year period on the same tooth)
4. Oral Surgery
5. Endodontic Services
6. Periodontic Services
7. Bitewing x-rays are payable once in any period of 12 consecutive months. Full mouth panograph is payable once in 5 years.

60% of the reasonable and customary charges of a dentist for the following Major Services:

Procedures for the construction of fixed bridgework, enosteal implants, partial and complete dentures.

Payable once in any 5-year period for the same appliances.

37:08

DONATION OF SICK DAYS: Employees shall be allowed to donate a maximum of five (5) days each fiscal year, on an individual basis, to another employee (who has exhausted their sick leave) from their personal bank of days. After the tenth (10) consecutive day of absence due to illness or accident, the Employee may receive sick leave from another employee's personal bank. Such a request must be put in writing to Executive Director of Employee Services or designee.

37:09

DISABILITY INSURANCE: Upon proper completion of the required disability insurance form by the Employee and a finding of disability as determined by the insurance carrier,

the Board shall provide long-term disability coverage for all employees beginning on the ninety-first (91st) consecutive calendar day of illness/disability at the rate of sixty-six and two-thirds percent (66 2/3%) of the insured person's daily salary for the period of disability. The monthly salary shall not exceed a monthly maximum benefit of \$2,500.00.

37:10 Insurance Premiums LTD: The district will continue the payment of premiums on hospitalization insurance for someone who has applied for ~~en~~ long-term disability for a period of ninety (90) days. The employee is responsible for their cost-share portion of the premiums on hospitalization. Once approved for LTD, MESSA covers the cost of the employee's medical insurance for up to two (2) years. The employee will be offered COBRA for dental, vision and life insurance at the time the employee goes on LTD.

ARTICLE 38: MISCELLANEOUS

38:01 All accidents or injuries of any nature, regardless of seriousness, shall be reported at once to the Director. Employees shall furnish all information necessary to complete required accident report.

38:02 The Board will provide the Tine (skin test) for all Employees in the bargaining unit, fully paid for by the Board of Education. Any Employee who is allergic to the skin test will be allowed \$30.00 toward their X-ray cost from their individual physician when the bill is presented to the Employee Services Office

38:03 Compensation schedules are shown in Appendix I.

38:04 Health insurance premiums will be deducted on a pretax basis equally over the employee's work year. Adjustments will be made upon work hour changes and termination of benefits.

38:05 Union release time will be twenty (20) days paid per contract year for each year of this Agreement. All Union release time shall be signed for the Union President and a copy shall be given to the Union President. The employee is responsible for entering this time into the absence management time keeping system.

38:06 Employees will be paid mileage at the current Board approved rate for all approved work-related travel using their own vehicle.

38:07 ASBESTOS: The school district will operate well within the guidelines of the law regarding asbestos. The school district will provide training at Employer expense to any and all Employees involved and will utilize safety equipment that is well within the guidelines regarding asbestos (AHERA and OSHA).

38:07:01 Properly trained Employees will work only on small scale clean up, repair operations and emergency responses in accordance with their certifications.

38:08

DRIVING RECORD: No person shall be permitted to operate a Romeo Community School District school vehicle if that person's driving record has placed the school district into a high-risk pool.

The Board will provide evidence that the insurance rates have increased significantly due to said person.

The person will be allowed to bid on other open positions using his/her seniority. If a position is attained, seniority will be earned in the classification he/she is working in. If a position is not attained, he/she will have the right to seek unemployment benefits without the Board of Education challenging his/her claim. The person shall be excluded from the leave requirement, Article 20. (i.e., shall be allowed to seek other employment while on leave status)

Seniority will be frozen from the day the Employee was unable to work.

As soon as the person's liability is exhausted, he/she will be allowed to return to his/her position under Article 20.

ARTICLE 39 - HEALTH CARE COMMITTEE

39:01

The parties agree to establish a health care committee consisting of three (3) union members selected by the Local Union President and three (3) members of administration. The committee will meet at the request of either party. If additional meetings are necessary, both parties will mutually agree on the meeting schedule. The purpose of this committee will be to evaluate the cost of health care and explore other carriers or options within the existing carriers in an effort to reduce the overall cost of health care.

ARTICLE 40: WAIVER

40:01

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 41 - CONSOLIDATION

41:01 To the extent permitted by law, in the event the district is merged or consolidated with another school district or other public entity, this Agreement shall be binding upon the merged or consolidated public employer.

ARTICLE 42: DURATION OF AGREEMENT

42:01 This Agreement shall be effective as of October 23, 2023, and shall continue in full force and effect until June 30, 2026. Sixty (60) days prior to June 30, 2026, either party may give written notice to the other of its desire to negotiate a new Agreement for the following year, and meetings for that purpose shall begin after delivery of such written notification, provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Employer to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Union.

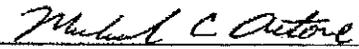
IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives on the day and year noted below.

AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES (A.F.S.C.M.E.) LOCAL
2614.17
OPERATIONS UNIT

BOARD OF EDUCATION
ROMEO COMMUNITY SCHOOLS
COUNTIES OF MACOMB AND OAKLAND,
MICHIGAN

By: 
Lisa Delk, Staff Representative

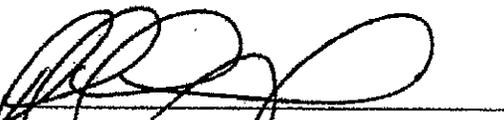
By: 
President

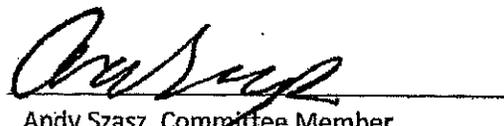
By: 
Secretary

Date: 11-18-2023

Date: 11/13/23

By: 
Susan Parsons, Local President

By: 
Dale Alexander, Committee Member

By: 
Andy Szasz, Committee Member

APPENDIX I - SALARY SCHEDULE
A.F.S.C.M.E. Operations Unit

2023-2024
MULTI-TRADES

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Multi-Trades Technician Leader	\$23.00	\$23.58	\$24.16	\$24.71	\$25.20
Multi-trades Technician	\$21.68	\$22.26	\$23.34	\$23.42	\$24.52

WAREHOUSE/GROUNDS UTILITY

Senior Grounds Leader	*	*	\$21.84	\$22.39	\$22.95
Grounds Person	\$18.97	\$19.47	\$20.02	\$20.52	\$21.03
General Maintenance	\$18.97	\$19.47	\$20.02	\$20.52	\$21.03
Utility Driver	\$17.90	\$18.35	\$18.75	\$19.15	\$19.63

MECHANICS

Senior Bus Mechanic	*	*	\$25.94	\$26.49	\$27.15
Bus Mechanic	\$23.51	\$23.62	\$24.22	\$24.82	\$25.44
Mechanic Trainee	\$19.14	\$20.24	\$20.84	\$21.44	\$21.98

OTHER

Summer Crew	\$17.00
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SHIFT PREMIUM - PER HOUR

AFTERNOONS * 3 PM - 11:30 PM	\$0.25
MIDNIGHTS * 11 PM - 7 AM	\$0.30

CERTIFICATIONS

PESTICIDE CERTIFICATION-CORE CERT +1 (4)	\$0.75
EACH ADDITIONAL (4)	\$0.38
LOCKSMITH CERTIFICATION (2)	\$0.75
2-STROKE ENGINE REPAIR (2)	\$0.75
4-STROKE ENGINE REPAIR (2)	\$0.75
EGL Water License (1)	\$0.75
Boiler Training (2)	\$0.75
HVAC Training (2)	\$0.75
AFO or CPO (pool) Training (2)	\$0.75
MECHANIC CERTIFICATION	\$0.35
A.S.E. CERTIFICATION	\$0.38

**2024-2025
MULTI-TRADES**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Multi-Trades Technician Leader	\$23.00	\$23.58	\$24.16	\$24.71	\$25.20	\$25.70
Multi-trades Technician	\$21.68	\$22.26	\$23.34	\$23.42	\$24.52	\$25.01

WAREHOUSE/GROUNDS UTILITY

Senior Grounds Leader	*	*	\$21.84	\$22.39	\$22.95	\$23.41
Grounds Person	\$18.97	\$19.47	\$20.02	\$20.52	\$21.03	\$21.45
General Maintenance	\$18.97	\$19.47	\$20.02	\$20.52	\$21.03	\$21.45
Utility Driver	\$17.90	\$18.35	\$18.75	\$19.15	\$19.63	\$20.02

MECHANICS

Senior Bus Mechanic	*	*	\$25.94	\$26.49	\$27.15	\$27.70
Bus Mechanic	\$23.51	\$23.62	\$24.22	\$24.82	\$25.44	\$25.95
Mechanic Trainee	\$19.14	\$20.24	\$20.84	\$21.44	\$21.98	\$22.42

OTHER

Summer Crew	\$17.00
-------------	---------

SHIFT PREMIUM - PER HOUR

AFTERNOONS * 3 PM - 11:30 PM	\$0.25
MIDNIGHTS * 11 PM - 7 AM	\$0.30

CERTIFICATIONS

PESTICIDE CERTIFICATION-CORE CERT +1 (4)	\$0.75
EACH ADDITIONAL (4)	\$0.38
LOCKSMITH CERTIFICATION (2)	\$0.75
2-STROKE ENGINE REPAIR (2)	\$0.75
4-STROKE ENGINE REPAIR (2)	\$0.75
EGL Water License (1)	\$0.75
Boiler Training (2)	\$0.75
HVAC Training (2)	\$0.75
AFO or CPO (pool) Training (2)	\$0.75
MECHANIC CERTIFICATION	\$0.35
A.S.E. CERTIFICATION	\$0.38

**2025-2026
MULTI-TRADES**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Multi-Trades Technician Leader	\$23.00	\$23.58	\$24.16	\$24.71	\$25.20	\$25.70	\$26.21
Multi-trades Technician	\$21.68	\$22.26	\$23.34	\$23.42	\$24.52	\$25.01	\$25.51

WAREHOUSE/GROUNDS UTILITY

Senior Grounds Leader	*	*	\$21.84	\$22.39	\$22.95	\$23.41	\$23.88
Grounds Person	\$18.97	\$19.47	\$20.02	\$20.52	\$21.03	\$21.45	\$21.88
General Maintenance	\$18.97	\$19.47	\$20.02	\$20.52	\$21.03	\$21.45	\$21.88
Utility Driver	\$17.90	\$18.35	\$18.75	\$19.15	\$19.63	\$20.02	\$20.42

MECHANICS

Senior Bus Mechanic	*	*	\$25.94	\$26.49	\$27.15	\$27.70	\$28.25
Bus Mechanic	\$23.51	\$23.62	\$24.22	\$24.82	\$25.44	\$25.95	\$26.47
Mechanic Trainee	\$19.14	\$20.24	\$20.84	\$21.44	\$21.98	\$22.42	\$22.86

OTHER

Summer Crew	\$17.00
-------------	---------

SHIFT PREMIUM - PER HOUR

AFTERNOONS * 3 PM - 11:30 PM	\$0.25
MIDNIGHTS * 11 PM - 7 AM	\$0.30

CERTIFICATIONS

PESTICIDE CERTIFICATION-CORE CERT +1 (4)	\$0.75
EACH ADDITIONAL (4)	\$0.38
LOCKSMITH CERTIFICATION (2)	\$0.75
2-STROKE ENGINE REPAIR (2)	\$0.75
4-STROKE ENGINE REPAIR (2)	\$0.75
EGL Water License (1)	\$0.75
Boiler Training (2)	\$0.75
HVAC Training (2)	\$0.75
AFO or CPO (pool) Training (2)	\$0.75
MECHANIC CERTIFICATION	\$0.35
A.S.E. CERTIFICATION	\$0.38

For the 23-24 school year, all eligible members will receive one full step advancement
 For the 24-25 school year, all eligible members will receive one full step advancement
 For the 25-26 school year, all eligible members will receive one full step advancement

Current employees receiving stipends as of 10/10/23 are grandfathered and shall not have any stipends removed unless the employee fails to renew a certification. The number next to the certification denotes the number of employees eligible to receive the stipend.

Procedure for certifications/stipends shall be as follows:

A form shall be created and sent to all Operations employees to include the employee's request. The employee shall send the completed form to the Director of Operations. The Director of Operations and the Executive Director of Employee Services will determine the employee(s) to move forward with obtaining the certification by the following:

1. Qualifications
2. Experience
3. Seniority

APPENDIX II

MECHANIC CERTIFICATION PROGRAM

Effective January 1, 1981, all motor vehicle mechanics must be certified in the repair category in which they repair or service motor vehicles. Although governmental agencies are currently exempt from these State regulations, the Board of Education's concern for student safety necessitates our voluntary compliance with a Bus Mechanic Certification Program.

In addition to the Michigan State certification program, the Automotive Service Excellence has developed a program of certification for mechanics. In fact, it is our understanding that the ASE Program was used as the model by the State of Michigan in development of their program and is considered by many to be more meritorious and comprehensive in content. ASE is a nonprofit corporation organized to encourage the highest standard of automotive service in the public interest. Both ASE and the State plan to offer tests and certificates in eight areas of automotive and six areas of heavy-duty truck (school bus) repair that are of particular interest to the Romeo Community Schools. A mechanic must pass the prescribed test covering the various categories of auto and truck repair and have at least two years of hands-on work experience to qualify for certification under each program. The certificates issued by ASE are valid for either five or five and one-half years depending on the series of examinations completed by the mechanic. To renew a certificate, a school bus mechanic is required to pass a recertification examination.

Our most recent experience with the Michigan State Police Vehicle Inspection Program indicates that an upgrading of the skill level in diagnostic and repair methods of our school bus mechanics is desirable.

The program agreed to, and which is to be implemented for Romeo bus mechanics, is one that utilizes both the State and ASE certification plans. The Romeo plan is outlined as follows:

Certification

- A. General principles of the Romeo School Bus Mechanic Certification Program.
 - 1. The certification program is an attempt to encourage the school bus mechanics of the Romeo Schools to achieve certification in the ASE Certification Program.
 - 2. An Employee holding certificates in the same area from both the State of Michigan and ASE shall receive the higher wage adjustment, but not both.
 - 3. The maximum wage adjustment an Employee may receive under this Certification is \$3.00 (18 ASE Certificates at \$.25 each/per hour).
 - 4. The wage adjustment shall be rescinded for any and all certificates that expire or shall become invalid for any reason.

5. Failure for any Employees to inform the administration that the certificate has expired or become invalid, shall subject them to immediate disciplinary action.

B. Phase I - Michigan State Certificates

1. Certificates issued by the Michigan Department of State Bureau of Automotive Regulation - Mechanic Certification Division, Lansing, Michigan in the following areas are applicable to the Romeo Certification Program.

AUTOMOBILE

- a. Front End & Steering Systems
 - b. Automatic Transmissions
 - c. Manual Transmissions & Front & Rear Axle
HEAVY DUTY TRUCK (School Bus)
 - d. Engine Repair - Gasoline
 - e. Drive Trains
 - f. Suspension & Steering
 - g. Electrical Systems
 - h. Brakes & Braking Systems
 - i. Diesel
2. The Head Mechanics, Mechanic Leader and Mechanic who possesses a certificate and has properly filed it with the Transportation Center is eligible for a \$.15 per hour wage adjustment for each certificate the Employee achieves in the areas outlined in paragraph B.1.
 3. A Mechanic Helper who possesses the appropriate State of Michigan certificates shall receive a wage adjustment of \$.15 per hour per certificate.

C. Phase II - ASE Certificates

1. Certificate issued by the Automotive Service Excellence in the following areas is applicable to the Romeo Certification Program.

SCHOOL BUS CERTIFICATIONS

- | | |
|----|------------------------------------|
| S1 | Body systems and special equipment |
| S2 | Diesel Engines |
| S3 | Drive train |
| S4 | Brakes |
| S5 | Suspension and steering |
| S6 | Electrical/Electronic Systems |

MEDIUM/HEAVY TRUCK

- | | |
|----|------------------|
| T1 | Gasoline Engines |
| T2 | Diesel engines |
| T3 | Drive train |
| T4 | Brakes |

- T5 Suspension and steering
- T6 Electrical/Electronic systems
- T8 Preventative Maintenance Inspection

AUTOMOBILE

- A1 Engine repair
- A2 Automatic Trans and Transaxle
- A3 Manual drive trans.
- A4 Suspension and steering
- A5 Brakes
- A6 Electrical/Electronic systems
- A8 Engine Performance

TRUCK EQUIPMENT

- E1 Truck Equipment Installation and Repair
- E2 Electrical/Electronic systems
- E3 Auxiliary Power systems repair

COLLISION REPAIR AND REFINISHING

- B2 Painting and Refinishing
- B3 Non-Structural Damage Repair
- B4 Structural Damage Repair
- B5 Mechanical/Electrical Components
- B6 Damage Analysis and Estimating

2. The Head Mechanic, Mechanic Leader or Mechanic who possesses certificates and has properly filed them with the Transportation Center is eligible for a \$.25 per hour wage adjustment for each certificate the Employee achieves in the areas outlined in paragraph C. 1.
3. A Mechanic Helper who possesses certification and has properly filed with the Transportation Center is eligible for a \$.15 per hour wage adjustment for each certificate the Employee achieves in the areas outlined in paragraph C. 1.

D. Wage Adjustment Dates

Wage adjustments will begin the first day of the pay period following the receipt of the certification by the Supervisor.

APPENDIX III
EVALUATION INSTRUMENT
Maintenance/Mechanic Performance Evaluation

Employee:

Site:

Date of Evaluation:

Date of Review:

School Year:

Evaluator:

Total Score Divided by Number of Indicators			
4-Highly Effective	3-Effective	2-Minimally Effective	1-Ineffective
4.0	3.0	2.0	1.0
Performance Indicator:			Score or N/A
1. Is professional, courteous, and positive when interacting with all stakeholders both orally and in written form.			
Is a recognized leader with this indicator and it can be noted in specific circumstances and/or helps others.	Interacts with staff members, parents, and students in a positive manner and helps extinguish negative conversations about others.	Interacts in a positive manner with others, but does not help extinguish negative conversations about others.	Frequently displays a negative attitude to staff, parents or students.
2. Understands and follows oral and written directions.			
Consistently understands and follows oral and written directions.	Understands and follows oral and written directions. Reaches out for clarity if not understood.	Sometimes understands and follows oral and written directions.	Rarely understands and follows oral and written directions. Does not reach out for clarity of not understood.
3. Leads, plans, assign, inspect and participate in maintenance and repair work of school facilities; trains assigned employees.			
Is a recognized leader with this indicator and it can be noted in specific circumstances.	Cooperates willingly, works well with others provides strong contributions to the team.	Usually cooperative, usually works well with others, contributes occasionally to the team.	Viewed as confrontational, less than willing to cooperate with team members.
4. Performs skilled work in a variety of maintenance trades as needed.			
Regularly uses initiative and resourcefulness in performing assigned skilled work. Assists and collaborates in the adaptation of new strategies for unique needs and situations with the administrator.	Uses initiative and resourcefulness in performing skilled work.	Needs specific instruction and occasional reminding for skilled work; struggles with being resourceful with assigned work.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
5. Assists with snow removal operations.			
Consistently assists with snow removal operations.	Assists most times with snow removal operations.	Sometimes assists with snow removal operations.	Rarely assists with snow removal operations.
6. Accepts and fulfills job responsibilities.			

Demonstrates high dependability by completing all work before expected completion.	Demonstrates high dependability by completing all work in a reasonable amount of time as assigned.	Most work is completed on time, but occasionally loses track of deadlines.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
7. Adapts well to different kinds of working conditions. Follows supervisor's instructions agreeably and uses proper channels for complaints.			
Recognized as a leader in helping others adapt to special or unique situations.	Demonstrates flexibility and initiative in adapting to special or unique situations.	Usually flexible, but occasionally shows difficulty adapting to special or unique situations.	Viewed as quite rigid by other staff members, does not adapt well to change.
8. Maintains a clean and safe work area.			
Demonstrates high dependability in maintaining a clean and safe work area at all times.	Demonstrates high dependability by maintaining a clean and safe work area.	Demonstrates some dependability in maintaining a clean and safe work area.	Demonstrates low dependability in maintaining a clean and safe work area.
9. Takes all necessary and reasonable precautions to protect students, staff, equipment, materials, and facilities.			
Highly reliable by taking all necessary and reasonable precautions to protect students, staff, equipment, materials, and facilities.	Reliable by taking all necessary and reasonable precautions to protect students, staff, equipment, materials, and facilities.	Sometimes is reliable by taking all necessary and reasonable precautions to protect students, staff, equipment, materials, and facilities.	Is rarely reliable and does not take all the necessary and reasonable precautions to protect students, staff, equipment, materials, and facilities.
10. Observes and promotes safe work practices and procedures at all times.			
Observes and promotes safe work practices and procedures at all times.	Consistently observes and promotes safe work practices and procedures.	Sometimes observes and promotes safe work practices and procedures.	Rarely observes and promotes safe work practices and procedures.
11. Reports safety, sanitary, asbestos and fire hazards to the Executive Director of Operations.			
Consistently reports safety, sanitary, asbestos and fire hazards to the Executive Director of Operations.	Reports safety, sanitary, asbestos and fire hazards to the Executive Director of Operations.	Sometimes reports safety, sanitary, asbestos and fire hazards to the Executive Director of Operations.	Rarely reports safety, sanitary, asbestos and fire hazards to the Executive Director of Operations.
12. Follows safety and school district utilization procedures in using tools, equipment and technology.			
Consistently follows safety and school district utilization procedures in using tools, equipment and technology.	Follows safety and school district utilization procedures in using tools, equipment and technology.	Sometimes follows safety and school district utilization procedures in using tools, equipment and technology.	Rarely follows safety and school district utilization procedures in using tools, equipment and technology.
13. Uses and wears safety and/or protective equipment, as appropriate.			
Consistently uses and wears safety and/or protective equipment.	Uses and wears safety and/or protective equipment.	Sometimes uses and wears safety and/or protective equipment.	Rarely uses and wears safety and/or protective equipment.
14. Attendance			
Attendance is perfect.	Demonstrates high dependability by meeting or exceeding expected attendance expectations.	Attendance is within guidelines, but demonstrates a pattern of missed work or a pattern of using all sick days each year.	Attendance records show non-compliance with expectations.
15. Punctuality			

Arrives at scheduled time on a regular basis and never late.	Demonstrates high dependability by meeting expected punctuality expectations.	Occasionally late	Often late
16. Completes assigned work in scheduled time			
Demonstrates high dependability by completing all work before expected completion.	Demonstrates high dependability by completing all work in a reasonable amount of time as assigned.	Most work is completed on time, but occasionally loses track of deadlines.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
17. Displays ability to plan and organize			
Recognized as a leader in in organizational and planning skills.	Demonstrates strong organizational and planning skills.	Adequate organizational and planning skills, but areas of improvement are identified.	Organizational and planning skills are not always demonstrated.
18. Adheres to district and school policies, rules and procedures			
Is a recognized leader with this indicator and it can be noted in specific circumstances and/or helps others.	Is aware of district and school rules and procedures and adheres to them.	Is aware of district and school rules and procedures and may adhere to most of them, although complaints are made.	Is aware of district and school rules and procedures but does not adhere to all of these rules and procedures
TOTAL SCORE			
TOTAL SCORE DIVIDED BY NUMBER OF INDICATORS			

Comments:

Suggestions for Improvement:

Evaluators Signature

Employee's Signature

Date

Date

*TO THE EVALUATOR: The employee is required to self-evaluate.

*TO THE EMPLOYEE: Your signature indicates that you have read this evaluation and have had the opportunity to discuss it with the evaluator. Your signature does not indicate that you are in agreement with this performance evaluation. If you so desire you may prepare a written response (within ten {10} working days of this dated document) which will be attached to this evaluation.

Total Score _____/Number of Indicators = Effectiveness Rating _____ (Remove all N/A's from the Total Score and Number of Indictors)