

**Bedford Public Schools  
Temperance Michigan**

**AND**

**BEDFORD CUSTODIAL  
EDUCATIONAL  
SUPPORT  
PROFESSIONAL  
ASSOCIATION  
(BCESPA)**

**MASTER  
AGREEMENT**

**July 1, 2021 - June 30, 2024**

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## **AGREEMENT**

This Agreement entered into this first day of July 2021, by and between the Bedford Public School District, Monroe County, Michigan, here-in-after referred to as the "Employer" or "District" and the Bedford Custodial Educational Support Professional Association MEA-NEA (BCESPA/Association), here-in-after referred to as the "Association".

This Agreement shall not prevent an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act. Furthermore, the act does not confer a right to bargain that would infringe on the exercise of powers under the local government and school district fiscal accountability act. Any provisions required therein are prohibited subjects of bargaining under the act.

### **ARTICLE ONE (1) - PURPOSE AND INTENT**

It is the general purpose of this Agreement to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the employer, the employees, the Association, and the community. To these ends, the employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### **ARTICLE TWO (2) - RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, the employer does hereby recognize the Bedford Custodial Educational Support Professional Association MEA-NEA (BCESPA/Association), as the exclusive representative of all custodial and utility employees for the purpose of collective bargaining in respect to pay, wages, hours of employment, and other conditions of employment for the term of this Agreement.

All provisions of this Agreement shall be applied uniformly to all employees within the bargaining unit, unless otherwise contained herein.

### **ARTICLE THREE (3) - BOARD'S RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the school District, hereby retains and reserves unto itself, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws of the state, the constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:
  - 1. Manage and control its business, its equipment, and its operations and direct the working forces and affairs of the entire school system within the boundaries of the school District of Bedford;

2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling the same;
  3. Direct the working force, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay-off employees;
  4. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods, and processes of carrying on the work;
  5. Determine the qualifications of employees, including physical conditions;
  6. Adopt rules and regulations;
  7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities;
  8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations; and
  9. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.
- B. The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of, or a waiver of any rights, of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.
- C. The Board shall continue to have the exclusive right to establish, modify, or change any conditions except those covered by provision of this Master Agreement.

#### **ARTICLE FOUR (4) – EMPLOYEE RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every bargaining unit employee shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for their mutual aid and protection. As a duly elected body exercising governmental power under cover of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive, coerce any bargaining unit employee in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitution of Michigan and the United States. That it will not discriminate against any bargaining unit employee with respect to hours, wages, any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. All regular full-time employees in the bargaining unit as defined in Article Two (2) - Recognition, may join the Association by paying dues to the Association (without the use of District resources) upon hire.

- C. Bargaining Unit employees who do not join and/or are not considered in good standing will not receive any adverse employment action from either the District or Association, including discipline or discharge.
- D. Every employee in the bargaining unit and each employee newly hired into the bargaining unit will be informed directly by the Association of the dues paying option and other terms and conditions defined herein.
- E. The Employer shall supply the Association the following information in a reasonable time frame, i.e. within a newly hired employee's first week of employment: name, date of hire, classification and job location.
- F. At the beginning of each fiscal year, the Employer will continue to provide the Association with a listing of all bargaining unit employee addresses and phone numbers currently on file with the District's Human Resources and Labor Relations Department.
- G. It is expressly agreed that any employee not in good standing who requests the Association to use the grievance/arbitration procedure on his/her behalf, will be required to pay to the Association the reasonable costs of the arbitration proceedings in advance. The Association, prior to the inception of the grievance procedure, and also prior to the beginning of the arbitration procedure, will advise the grievant in writing of the reasonable costs of using such procedure and will have no obligation to proceed on behalf of the employee prior to receiving the full payment of such costs. Moreover, should the costs of the grievance or arbitration procedure exceed the Association's estimate of reasonable costs the employee will thereafter be liable for any such difference
- H. Indemnification. The Association will indemnify the District and hold it harmless against any loss or claims for damages resulting from any payments to the Association deemed due from the employee under this Article. Payment of any sums of money by the employee to the Association pursuant to this article is a matter strictly, solely and exclusively between the employee and the Association and will not involve the use of District resources.
- I. In the event that any provision of this Article is found to be unlawful, it will not void any other provision of the Agreement, all of whose provisions will remain in full force and effect. The parties will agree on substitute language that will effectuate the purpose of the section to the fullest extent permitted by law. If the parties cannot agree on the appropriate language, the matter will be submitted to an arbitrator pursuant to the Grievance Procedure at the arbitrator step forthwith to render an expedited opinion on language.

#### **ARTICLE FIVE (5) - AID TO OTHER ASSOCIATIONS**

- A. The employer will not aid, promote, or finance any labor group or organization purporting to represent employees in the unit set forth in "Article Two" (2) which

purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.

#### **ARTICLE SIX (6) – ASSOCIATION/BARGAINING UNIT EMPLOYEE RIGHTS**

- A. The employees shall be represented by officers as follows: a President, Vice President, Secretary, Treasurer, Association/Building Reps, and a Grievance Chair (hereinafter referred to as the “Officers”) who shall be chosen or selected in a manner determined by the Association.
- B. The Association shall notify the employer, in writing, as to who the Officers are as soon as practicable after their election, selection, or appointment.
- C. The Board will provide the Association with ten (10) days per contract year to be used at the discretion of the Association. The Association may charge time spent in collective bargaining, special conferences, grievance hearings, and other Association business to these days. Any additional time for meetings for collective bargaining, special conferences, and grievance hearings, shall occur during non-working hours. The employer will receive twenty-four (24) hours advance notification for activities other than special conferences, collective bargaining, and grievance hearings. The Association may accumulate and carry up to fifteen (15) days. Authorization for the use of these days for activities specified shall be by written letter from the local president. The employee authorized to use said days shall receive their full pay and benefits.
- D. The Board agrees to furnish to the Association in response to reasonable good faith requests for available information concerning the financial resources of the District, and other such information as will assist the Association in preparing for grievances and for negotiations. To the extent information is readily available via the District website or other public means the District will provide good faith guidance to the Association to secure the same.
- E. The private and personal life of any bargaining unit employee is not within the appropriate concern or attention of the Board except as it impinges upon his/her ability to do his/her job.
- F. The Association and its employees shall have the right to use school building facilities at all reasonable hours for meetings under the same policies as other organizations in the District.
- G. The Association shall have use of the internal mail delivery system, including e-mail, without cost, and the Board shall provide mailboxes for all employees.
- H. The Association agrees that employees are expected to monitor their Board provided e-mail and internal mail boxes regarding District and individual employee information and notifications.
- I. Duly authorized representatives of the Association and their respective affiliates shall act

in good faith and be permitted to transact official Association business on school property, provided that such Association activity shall not interfere with or interrupt normal school operations. If an issue arises concerning the Association activity the parties agree to confer in order to resolve the matter and the District has the right to deny such request if they deem such Association activity interferes or interrupts normal school operations.

- J. Bargaining unit employees will have the right to review the contents of their personnel file and to have a representative of the Association accompany him/her in such review. The District shall also have the right to have a representative present during such review. Advance notice to the District in order to arrange a time is required.

## **ARTICLE SEVEN (7) - SPECIAL CONFERENCES, COMMITTEES & NEW EMPLOYEE ORIENTATION**

Special conferences for important matters may be arranged between the local president and the Executive Director of Human Resources and Labor Relations or their designated representative upon request of either party. Such meetings shall be between the employer and at least two (2) representatives of the Association. Arrangements for such special conferences shall be made in advance and a written agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in the special conferences shall be confined to those included in the agenda. Conferences shall be held monthly and on a mutually agreeable date. The employees of the Association shall not lose time or pay for time spent in such special conferences. A representative of the Michigan Education Association (MEA) may attend this meeting.

A Labor-Management Committee may be established which shall meet based upon the written request of either party. Arrangements for said meeting shall be by mutual agreement and a written agenda of issues to be discussed shall be submitted in advance. This committee shall meet on an as needed basis. The intent of these meetings is to proactively discuss concerns affected by either party, create a positive harmonious relationship between the parties and to strengthen the quality of work life.

A Safety Committee consisting of one (1) representative appointed by the Association representing the following groups: one (1) utility, and one (1) custodial. Meetings will be held as mutually agreed upon with the Director of Facilities or designee.

New Employee Orientation is available in order that each new bargaining unit employee may be made familiar with the provisions of the Agreement and any supplemental agreements, i.e. Letters of Agreement (LOA) his/her rights and responsibilities thereunder, the Employer will allow the Local Union President or, his/her designee, an opportunity to meet with the new bargaining unit employees within thirty (30) days of their arrival within the Local Union's jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the worksite agreeable to management and for a reasonable period.

## ARTICLE EIGHT (8) - GRIEVANCE AND ARBITRATION

- A. It is mutually agreed that all grievances, disputes, or complaints, arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and there shall at no time be any strikes, tie-ups of equipment, slowdowns, walkouts, or any other cessation of work through the use of any method of lockout or legal proceedings.
- B. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the Association.
- C. Should any grievance, dispute, or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

### STEP ONE (1)

The Grievance Chair and/or aggrieved employee shall, within ten (10) working days of the occurrence or point of information, present the grievance orally to the Director of Facilities. The Director of Facilities shall attempt to adjust the matter.

### STEP TWO (2)

If the grievance has not been settled at Step One (1), it shall be presented in writing by the Grievance Chair and/or aggrieved employee to the Director of Facilities in the same time frame as Step One (1). The Director of Facilities shall attempt to adjust the matter and their written response to the Grievance chair and aggrieved employee shall be made within five (5) working days after receiving notification that a grievance exists.

### STEP THREE (3)

If the grievance has not been settled at Step Two (2), it shall be presented in writing by the Grievance Chair and/or aggrieved employee to the Executive Director of Human Resources and Labor Relations within ten (10) working days after the response of the Director of Facilities. The Executive Director of Human Resources and Labor Relations shall respond in writing to the Grievance Chair and aggrieved employee (with a copy to the local Association president) within fifteen (15) working days after receiving the grievance.

### STEP FOUR (4)

If the grievance is not settled at Step Three (3), the Association may request the services of a mediator from the Michigan Employment Relations Commission within twenty (20) working days of the date an answer was due in Step Three (3). Mediation shall not exceed twenty (20) working days from the date of the first mediation session.

## STEP FIVE (5)

1. If the grievance is still unsettled, the Association may, within thirty (30) working days after Step Four (4) is completed, and by written notice to the other party, request arbitration.
2. A request for a list of arbitrators will be made to the American Arbitration Association by the Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.
3. The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and set forth his/her findings and facts, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be final and binding on the employee, Association, and employer. The parties shall share the fees and expenses of the arbitrator equally.
4. All grievances shall set forth specifically the act or condition or conditions and the grounds on which the grievance is based. If the grievance is claiming a breach of contract, the grievance shall set forth specifically the Article and Section of the contract, which is deemed to have been broken.
5. The Grievance Chair may, with the consent of the employer, investigate grievances during the Grievance Chair's working hours without loss of pay. Beginning with Steps Four (4) and Five (5), the employer agrees that the Grievance Chair, aggrieved party and the local president shall not lose time for any time spent at those steps of the grievance procedure. Meetings called for in Steps Four (4) and Five (5) shall be at a mutually agreed time.
6. The grievance at Steps Two (2) and Three (3) shall be answered by the employer with a statement of his/her reasoning and shall set forth his/her answer to the grievance.
7. The parties agree that all meetings held between the local Association and the employer shall be open to a representative of the MEA.
8. The time limits set forth in the grievance process may be extended by mutual written consent of the parties.
9. Should the Association fail to appeal a grievance within the time limits, the matter shall be deemed settled on the basis of the employer's last answer.
10. Should an employee choose to pursue an alleged discrimination cause of action under State and Federal law, the Association and the District mutually agree to hold the grievance in abeyance pending a ruling on said violation.

## **ARTICLE NINE (9) - MAINTENANCE OF STANDARDS & PAST PRACTICE**

The employer agrees that all clearly established, continuous, and recognized conditions of employment in their individual operation relating to wages, hours, overtime, differentials, and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in the Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bonafide errors by the employer of the Association in applying the terms and conditions of this Agreement. The

parties agree that this article is intended to include only those proper practices and minor benefits not covered by the specific unambiguous language in the contract.

This article is not intended to conflict with the District's ability and responsibility to manage its affairs.

#### Past Practice

The party alleging a violation of a past practice as defined herein shall bear burden of proof that the practice has been violated.

### **ARTICLE TEN (10) - SEPARABILITY AND SAVINGS CLAUSE**

- A. If any article or section of this Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.
- B. In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Association for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions in this Agreement to the contrary.

### **ARTICLE ELEVEN (11) - STRIKES AND LOCKOUTS**

- A. During the term of this Agreement, the Association agrees that it or the employees shall not authorize, sanction, or condone any strike as defined in the Michigan Public Act No. 336, as amended by Public Act No. 379. Strikes shall also be defined to include slowdowns, stoppages, sit-ins, boycotts, or interference of any kind whatsoever with operations at any of the facilities of the Bedford Public School District.
- B. No lockout of employees shall be instituted by the employer during the term of this Agreement.

### **ARTICLE TWELVE (12) - DISCHARGE**

- A. The employer shall not discharge any employee without just and stated cause. If, in any case, the employer feels that it has just cause for discharge, the employee involved will first be suspended for five (5) working days. The employer shall schedule a hearing

within the suspension period and shall render a written reply to the aggrieved party and Grievance Chair within two (2) working days from the date of the hearing.

- B. If the matter is not resolved satisfactorily to the Association and/or employee; the Association and/or employee shall have the right to file a grievance beginning at Step Three (3) of the grievance procedure.
- C. Step Four (4) (Mediation). Mediation shall be an optional step to the Association.
- D. This provision is not applicable to an employee during their probationary period.
- E. The employer shall limit their use of the employee's past record in regard to prior discipline to a period of two (2) years.

### **ARTICLE THIRTEEN (13) – PROGRESSIVE DISCIPLINE**

- A. An employee shall be entitled to have present a representative of the Association during any meeting which may lead to disciplinary action by the Employer. When a request for representation is made by the employee, the Association shall provide a representative within a reasonable period of time without causing undue delay or hardship to the Employer. No action shall be taken by the Employer until such representative is present, however the unavailability of a specific representative or other BCESPA employee may require another representative to avoid any undue delay.
- B. The employer shall not discipline an employee without just and stated cause. The term “discipline” as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank or compensation, and discharges. In so disciplining an employee, written notice of the complaint must be given to the employee within five (5) working days of occurrence. A copy of such notice shall also be given to the Grievance Chair. Unless such written notice is given to the employee, the employer may not use it as evidence against such employee.
- C. Progressive Discipline System.  
It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit employees. The severity of the offense may warrant skipping one or more steps below:
  1. Written record of a verbal warning;
  2. Written warning/reprimand;
  3. Suspension with pay pending a “Just Cause” hearing
  4. One-day suspension without pay;
  5. Three-day suspension without pay;
  6. Last Chance Agreement (optional); and
  7. Dismissal for just cause only.

- D. Dismissal, suspension, and/or any other disciplinary action shall be stated with causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee within ten (10) working days. The employee, at their option, may notify the Association. Among the causes which may be deemed sufficient for dismissal, suspension, demotion, or other disciplinary action include but are not limited to the following:
1. Unauthorized or excessive absence from work;
  2. For imprisonment following the conviction of any felony criminal act;
  3. On the job conduct unbecoming any employee in the public service;
  4. Disorderly or immoral conduct;
  5. Incapacity due to mental or physical disability;
  6. Incompetency or inefficiency;
  7. Insubordination;
  8. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating beverage in any degree whatsoever;
  9. Neglect of duty (refusal or failure to perform job assignment);
  10. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment;
  11. Violation of any lawful regulation or order made by a supervisor;
  12. Willful violation of any provisions of this contract;
  13. Deliberate falsification of records and reports;
  14. Conviction of a traffic violation while driving a District vehicle;
  15. Failure to pass state or federally mandated drug and alcohol tests; and
  16. Violation of the District's smoking policy.
- E. The employer shall limit use of the employee's past record in regard to prior discipline to a period of two (2) years.
- F. The Association and/or employee may take up a discipline at Step Two (2) of the grievance procedure if they feel said discipline was unjust.

#### **ARTICLE FOURTEEN (14) - SENIORITY**

##### **A. PROBATIONARY EMPLOYEES**

1. Seniority shall commence after sixty (60) days worked and shall be retroactive to the date the employee commences regular full time work. If more than one (1) employee commences work on the same day, the order of hiring shall determine the order of seniority. The Association shall represent probationary employees for the purposes of rates of pay, wages, hours, and other conditions of employment as set forth in this Agreement, except discharged or disciplined employees for other than Association activity. After sixty (60) days worked, the employee shall be placed on the regular

seniority list with seniority retroactive to the date of hire as a regular full time employee.

2. The first premium of hospitalization insurance for a probationary employee shall be paid by the employer which will be effective the first day of the month immediately following the month in which the employee shall have accrued thirty (30) working days probation.
3. Benefits from the leave day programs other than holiday leave shall be in accordance with the employee's date of hire and will be available to the employee after and if he/she completes the probationary period.
4. A probationary employee must work twenty (20) days before he/she is entitled to holiday pay.

#### B. SUMMER AND TEMPORARY EMPLOYEES

1. Summer employees (maximum of six (6)) are those employees hired to work from June 1 through August 31 for the purpose of assisting the regular workforce. The Association will be notified of the name of the summer employees, location, and date of hire.
2. The District reserves the right to schedule ten (10) temporary employees over and above the six (6) summer employees to supplement the work force during certain periods throughout the year. Existing District substitutes will be considered first (1<sup>st</sup>) in the staffing of temporary employees. However, before assigning temporary employees, management will notify and discuss with the Association the miscellaneous reasons for this procedure.
3. Temporary employees shall not accrue seniority.
4. Temporary employees shall be outside the coverage of the contract.
5. Temporary employees shall not be used to avoid posting a full time position, which is vacant as described in "Article Fifteen" (15) entitled Promotions, Transfers, Temporary Assignments, Vacancies, Bidding and Bumping.

#### C. SENIORITY LISTS

1. Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry, or dependents of the employees.
2. The seniority list on the date of this Agreement shall indicate the names and classifications of all employees of the unit entitled to seniority.
3. The employer shall keep the seniority list up-to-date and shall provide the local membership with up-to-date copies every six (6) months.
4. Upon written request from the Association president, the employer shall provide an up-to-date copy of the seniority list to the president.

#### D. LOSS OF SENIORITY RESULTING IN TERMINATION

An employee shall lose their seniority for only the following reasons:

1. Resignation;

2. Discharge by the employer not reversed by the grievance procedure;
3. A voluntarily quit absence from work three (3) consecutive days without notification. Consideration will be given to situations of extenuating circumstances beyond the control of the employee.

E. EMPLOYEE LEAVING THE BARGAINING UNIT

If an employee works for the employer in a position outside the bargaining unit, he shall lose all seniority after six (6) calendar months in the non-bargaining unit position. If they return within six (6) calendar months, they shall return to this former position with accumulated seniority.

**ARTICLE FIFTEEN (15) - PROMOTIONS, TRANSFERS, TEMPORARY ASSIGNMENTS, VACANCIES, BIDDING AND BUMPING**

A. DEFINITIONS

1. Promotion. Is an upward change in job classification within the unit, which results in additional compensation for additional duties or responsibilities.
2. Transfer. Is a lateral change within a classification where there is no additional, or increase in, compensation. *For example: a movement to another building or to another job within the classification falls into the definition of a transfer.*
3. Vacancy. Is a newly created position or existing position that is not filled (i.e. due to retirement or resignation). A vacancy is not created as a result of a temporary assignment.
4. Temporary Assignment. May be created when an employee is not in their current position for an extended period of time. This may require voluntary movement of existing staff to be temporarily reassigned until the need no longer exists.

B. TRANSFERS. In the event an employee is transferred from one (1) position to another in the same classification, the hourly pay rate will remain the same as was paid in the position the employee formerly occupied. When an employee is reassigned to another position, the reasons for the reassignment will be provided in writing to the employee and the Association at least five (5) working days prior to the time of reassignment. In such instances, the District shall not act in a capricious or arbitrary manner. If an employee requests to be transferred to a lower classification, the employee will receive the hourly rate called for in the classification the employee is transferred to.

1. A regular employee temporarily assigned to a position of higher classification shall receive the pay for the position to which the employee is temporarily assigned.
2. A regular employee reassigned from their regular work temporarily to perform other duties paying a lower rate shall receive the rate of their regular job.
3. A regular employee who voluntarily takes a lesser paying position will receive the lesser rate of pay for all time worked in that position.

- C. **VACANCIES, BIDDING AND BUMPING.** During the year when a vacancy occurs, the employer shall post for the bidding of said vacancy with the classification, building, location, pay rate, and hours. The job bid will be posted on the second (2<sup>nd</sup>) working day after the vacancy occurs for five (5) working days. An employee off more than five (5) consecutive working days shall be placed on the bid sheet. Within ten (10) working days, the employee applying with the most seniority shall be awarded the posted job and assume the pay rate and job description of said job on the first day working in said job. The Association President shall be authorized to place the name of an employee on the bid sheet that is off due to vacation.
1. The successful bidder will have a fifteen (15) working day trial period unless they have previously held the job. On or before the fifteenth (15<sup>th</sup>) working day, if the employee does not want the new job, they will revert back to the job they vacated. The name next in seniority on the bid list will be granted the job trial period. The vacancy created will then be filled temporarily by an existing employee or by a substitute until the posting/bid procedure is completed.
  2. Application for job bids will be filed with the Executive Director of Human Resources and Labor Relations Administration's office within the five (5) day posting date. Seniority will be the governing factor on all jobs provided they have the ability to perform the job.
  3. When there is a significant change in a job description of an employee, creating a new job description/position, such new position will be posted as a vacancy. Significant change shall encompass any change that affect thirty (30) minutes or more of the job.
  4. In the event an employee is displaced due to this paragraph, the displaced employee may bump to any position held by a lesser seniority employee, provided the senior employee has the ability and the qualifications to perform the job. If the employer feels that the successful bidder is not properly performing the job, the employee shall be notified within the fifteen (15) working day trial period. The employee shall then bump to another job under the same circumstances as stated herein.
  5. In the event an employee is displaced, the displaced employee shall have up to three (3) days to bump into any position held by a lesser seniority employee. If the employer feels that the displaced employee is not properly performing the job, the employee shall be notified within fifteen (15) working days.

#### **ARTICLE SIXTEEN (16) - LAY-OFFS**

- A. The word "lay-off" means a reduction in the work force due to a decrease of work or lack of operating funds.
- B. In the event that it becomes necessary to temporarily reduce the workforce, employees shall be laid off and recalled according to seniority, provided the senior employee has the ability and the qualifications to perform the job. On lay-offs, temporary, probationary, and substitute employees, full and part time, shall be laid off first then regular full time employees. It shall be further understood that in the event of a lay-off, the Association and management will meet and discuss all aspects of the lay-off to make sure the contract

is adhered to and an orderly lay-off process is followed. The seniority list will be updated at this point for lay-off purposes.

- C. Employees to be laid off shall have at least two (2) weeks' notice of the lay-off. The local Association president shall receive a list from the employer of the employees being laid off on the date the notices are issued to the employees.
- D. Anything above notwithstanding, and regardless of their positions on the seniority list, the president in the event of a lay-off, shall continue to work on the first open job in the unit, which they can perform.
- E. Employees who are displaced because of job elimination or lay-off shall have the right to replace other workers with less seniority.
- F. If it comes to a lay-off, full time employees will have first choice to work as a substitute, at their regular rate of pay and benefits.

#### **ARTICLE SEVENTEEN (17) - RECALL PROCEDURE**

Employees shall be recalled according to seniority, provided the senior employee has the ability and qualifications to perform the job. Notice of recall shall be sent in writing to the employee at his/her last known address via U.S. Mail First Class. The District, in addition to sending the Notice of Recall via mail to the employee will copy the Association via interoffice; their District email or another agreed to method. Within forty-eight (48) hours after receipt of the recall notice the employee shall notify the employer of his intention in writing (email is acceptable) to return to work and within ten (10) working days after receipt of the recall notice, s/he shall return to work. In proper cases exceptions shall be made. Failure to conform to this provision shall mean that the employee shall be considered to have severed their employment and deemed a voluntary quit.

#### **ARTICLE EIGHTEEN (18) - LINE OF RESPONSIBILITY**

- A. Employees, other than the Head Custodian shall receive their general daily work instructions (as necessary) from their Head Custodian as communicated to them through the Director of Facilities.
- B. The Head Custodian is to coordinate the daily work schedule with the employees assigned to their building in accordance with the instructions or standing orders (i.e. as posted in the custodial office) from the Director of Facilities.
- C. All employees, including the Head Custodians ultimately answer to and are the responsibility of the Director of Facilities.
- D. If any BCESPA employee has any issues (operational or personnel) with the method or manner of performing their day to day job duties the Director of Facilities is to be contacted in accordance with the instructions previously provided to all employees.

- E. The Head Custodian is expected to report any personnel or operational issues promptly to the Director of Facilities as part of their assigned job duties.

#### **ARTICLE NINETEEN (19) - SUBSTITUTES**

In the event a bargaining unit employee is on an “extended absence” the parties recognize it is operationally sound to assign the same substitute employee to the “extended absence” when practical.

#### **ARTICLE TWENTY (20) - SUPPLEMENTAL AGREEMENTS**

All proposed supplemental agreements and memorandums of understanding shall be subject to good faith negotiation between the employer and the Association. They shall be ratified or rejected by the Association pursuant to the Association’s governance procedure following the conclusion of negotiations. Memorandums of understanding may be incorporated into a successor Agreement if mutually agreed.

#### **ARTICLE TWENTY-ONE (21) - RECORD EXAMINATION AND ACCRUED BENEFIT DAY BALANCES.**

- A. The employer shall allow an authorized Association representative the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the School Board pertaining to a specific grievance.
- B. Vacation, sick, and personal business day balances must be kept up to date and verified semi-annually (at the end of December and June). The employee and employer share the responsibility for their accuracy.
- C. If the employee disagrees with any accrued benefit day balance(s), they are to provide written notice (i.e. e-mail) to HR/LR within six (6) months from when they discovered or should have discovered an issue. A written determination (e-mail and/or memo) will be provided by the employer to the employee/Association as soon as possible, but no later than the next pay period unless mutually agreed between HR/LR and the employee/Association. If there is no response from the employee/Association within five (5) working days of the employer’s determination, it shall be considered accurate and final.
- D. The HR/LR Office will timely correct any discrepancy, typically by the next pay period. In no case shall the correction take longer than thirty (30) days, unless mutually agreed between HR/LR and employee/Association.
- E. Vacation, sick, and personal business day balances are available (24/7) to the employee through the Employee Access Center (EAC).

## **ARTICLE TWENTY-TWO (22) - BULLETIN BOARDS**

- A. The employer shall provide space on bulletin boards in each building. Space will be reserved for the following:
  - 1. Notices of Association meeting;
  - 2. Notices of Association elections and their results, where said notice pertains to Bedford Custodial Educational Support Professional Association MEA-NEA; and
  - 3. Notices of Association recreational and social events.
- B. The Association agrees on behalf of its membership that it will not destroy, mutilate, or deface material placed on the bulletin board by the employer. No political material may be placed upon the bulletin board.

## **ARTICLE TWENTY-THREE (23) – SAFETY AND CLOTHING ALLOWANCE**

### **I. SAFETY**

- A. The employer shall maintain reasonable safety precautions at all times. Under no circumstances will an employee be required or assigned to work involving dangerous equipment, or in violation of an applicable status, court order, or governmental regulation relating to safety of person or equipment.
- B. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such report shall be made on a suitable form furnished by the employer. The employer shall not require an employee to use equipment that has been reported as being in an unsafe operating condition until it has been repaired, reviewed, or approved as being safe.
- C. District vehicles/equipment shall not be left with the keys in the ignition or the motor running when the vehicle/equipment is unattended.
- D. When there is a question as to whether the equipment is or is not in a safe operating condition, the local Association president and the Director of Facilities shall forthwith review the equipment, situation, and condition in a meaningful attempt to rectify any alleged unsafe condition. During such time the employee shall not be required to operate such equipment if it presents a danger to their health or safety. If the matter remains unsettled, the employee and/or Association would have the right to proceed with the complaint through the grievance procedure beginning at Step Three (3).
- E. No employee shall be asked to engage in any work of danger that takes trained personnel; i.e., bomb scare, high voltage lines, etc.
- F. The employer shall provide for the safety and health of its employees and will provide protective devices and other equipment necessary to protect the employee from injury or sickness caused by unsafe conditions.

## II. CLOTHING ALLOWANCE AND PROTECTIVE EQUIPMENT

- A. All employees are eligible to receive one hundred and fifty dollars (\$150.00) per calendar year toward the purchase of regulation safety shoes and/or appropriate work clothing. Approval for these items will be made by the Director of Facilities.
- B. Once, every two (2) years the employer will pay one-half (1/2) the cost of prescription safety glasses that must be purchased through the employer's program, however, the employer will not pay the cost of any part of the physician's examination to obtain the prescription.
- C. Necessary foul weather and protective clothing will be provided to the employees as determined by the Director of Facilities.

## **ARTICLE TWENTY-FOUR (24) - PHYSICAL EXAMINATIONS AND MEDICAL TESTING**

- A. If a physical examination or medical test is required of all newly employed personnel, the choice of physicians shall be the Board's, and the expense of this examination is borne by the employer. The Board will reimburse the employee for this expense when HR/LR is presented with a statement from the doctor. The report of physical examination must be returned to the HR/LR Office before employment begins.
- B. A statement from a qualified physician regarding the condition of an employee's health may be required whenever such is deemed necessary by the Director of Facilities. The District will reimburse the employee for expenses regarding this provision that are not covered by the employee's health insurance plan.

## **ARTICLE TWENTY-FIVE (25) – LEAVES OF ABSENCES AND GUIDELINES**

### I. TYPES OF LEAVES

- A. Maternity Leave - The maternity/pregnancy of an employee shall be deemed an illness, therefore, the employee is eligible for all benefits provided in "ARTICLE THIRTY-TWO (32) EARNING AND USING SICK DAYS & SHORT TERM DISABILITY INSURANCE.
- B. Parental Leave - An employee who, having completed one (1) year of service, shall be granted a leave of absence not to exceed one (1) year for the reasons of birth or adoption of a child, acquires a family by marriage, or assumes legal responsibility of a family.
- C. Family Medical Leave - The employer agrees to abide by the Family and Medical Leave Act. A family medical leave shall be in addition to the leaves in this Article. The employee shall be placed in their former position in accordance with Section II, C of this Article.
- D. Union Business Leave - A member of the Union selected by the Union to participate in Union business, conferences, seminars or conventions, shall be granted a leave of absence without pay at the request of the Union, provided at least two (2) weeks'

notice is given. A leave of absence for such Union activity shall not exceed one (1) month; nor shall more than three (3) such leaves be granted for such a leave during a calendar year.

- E. Educational Leave - Employees may be granted a leave of absence without pay, not to exceed one (1) month in a calendar year, for education purposes for attending conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skills or knowledge with reference to their work or position. Such leave, however, shall be limited to no more than three (3) employees per year.
- F. General Leave - May be granted with or without pay at the discretion of the District and on a case-by-case basis. This type of leave shall not exceed two (2) months, unless the District grants otherwise.

## II. GUIDELINES FOR ALL LEAVES OF ABSENCE

- A. May not be used to seek or obtain other employment.
- B. Failure to return to work at the expiration of any leave of absence, except in case of emergency, will deem the employee as a voluntary quit.
- C. When the employee returns to work, they will be placed in their former position.
- D. All employees granted any leave of absence shall notify the employer of their intention to return to work within five (5) working days of the expiration date of the leave of absence if not already noted when the leave was approved. The employer may, at its discretion, waive the notice requirement on a case-by-case basis.
- E. An employee may be approved to return to work prior to the expiration of any leave of absence, provided the employee gives the employer at least five (5) working days' notice of their desire to return. The employer may, at its discretion, waive the notice requirement on a case-by-case basis.
- F. All requests for leaves of absence shall be submitted in writing by the employee to HR/LR two (2) weeks prior to the leave, except in case of emergency. The request shall state the reason the leave of absence and the length of time off the employee desires.
- G. Written responses to requests for any leave of absence shall be provided to the employee by HR/LR in a timely manner, typically within 10 working days.
- H. While on any approved leave of absence the employee will not have a break in seniority, it will continue to accrue.
- I. Any leave of absence whereby the employee does not work (not merely paid) the majority of their scheduled work days in any given month will stop the accumulation of any accrued benefit time for that month.
- J. Upon the employee's return from a leave of absence, they will receive all seniority rights and all benefits shall be based on their total length of service that shall include their leave time, unless otherwise prohibited elsewhere in this collective bargaining agreement.

## **ARTICLE TWENTY-SIX (26) - MILITARY SERVICE**

The District agrees to abide by the terms and conditions as defined under Federal Law, i.e. THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT. (USERRA)

Any employee in the custodial department who is called upon to participate in military service of our country shall, at the time such services have been honorably completed, be returned to their position without loss of seniority, time in service to be counted as accumulated seniority. The employee must report for work within time specified by Federal Law, i.e. USERRA after completing service.

An employee called for National Guard duty or training shall be compensated for the difference between their regular pay and the gross amount received for the performance of such obligation. The employee shall present a signed statement from their commanding officer or the officer's designee stating the gross amount paid for this service to the Executive Director of Human Resources and Labor Relations Administration. Reimbursement under this paragraph shall be limited to two (2) weeks.

## **ARTICLE TWENTY-SEVEN (27) - JOB RELATED COURT APPEARANCES**

Any employee involved in an accident while on duty, who is subpoenaed or who is required by the employer to appear in court due to their accident or serve as any witness in any case connected with the employee's employment or the school, shall suffer no loss in pay, accrued benefit time or benefits, except when the employee is the plaintiff and the Board is the defendant.

## **ARTICLE TWENTY-EIGHT (28) - HOLIDAYS**

A. The following named holidays shall be paid for at the rate of eight (8) hours times the regular hourly rate of pay in addition to any monies earned by the employee on such holidays even when not worked regardless of the day of the week on which it falls, provided the employee complies with the qualifications set forth herein:

Day before New Year's Day	Independence Day
New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day following Thanksgiving Day
Friday before Easter	Day before Christmas
Memorial Day	Christmas Day

B. In order to qualify for eight (8) hours of straight time pay for a holiday not worked, it is provided that the regular employee must work the regularly scheduled work day which immediately precedes and follows the holiday unless the employee is on paid sick leave, on vacation, or unless the absence is mutually agreed to.

1. Persons on sick leave without pay are not eligible for holiday pay.

2. Employees must be employed by the Board for a period of twenty (20) working days before becoming eligible for holiday pay.
3. An employee off work and receiving Workers' Compensation will receive holiday pay for holidays falling within the first (1<sup>st</sup>) six (6) months of Workers' Compensation coverage.
4. If an employee is required to work on a holiday, time and one-half (1-1/2) shall be paid for all time allowed by the employee's supervisor or the employee may choose to the earning of compensatory time (1-1/2) with supervisor approval in accordance with Article 39. This is in addition to regular pay.
5. In the event the holiday falls within the employee's vacation period, they shall be granted an additional day to compensate for the holiday.

**ARTICLE TWENTY-NINE (29) – VACATIONS, PERSONAL BUSINESS, and BEREAVEMENT DAYS**

- A. VACATION DAYS. They will be posted to the employee’s account each July 1 according to the following schedule:

Zero (0) through completion of first (1 <sup>st</sup> ) year of service	Each month of continuous employment equals 0.83 vacation day(s) earned
Beginning second (2 <sup>nd</sup> ) year through completion of their fifth (5 <sup>th</sup> ) year of service	Ten (10) vacation days
Beginning sixth (6 <sup>th</sup> ) year through completion of thirteenth (13 <sup>th</sup> ) year of service	Fifteen (15) vacation days
Beginning fourteenth (14 <sup>th</sup> ) year of service and beyond	Twenty (20) vacation days

1. Use of vacation time must be approved in advance by the Director of Facilities.<sup>1</sup>
2. An employee who is in continuous employment for six (6) months shall have all of their employment count toward vacation days. After 6 months of continuous employment the employee shall be granted use of accrued vacation time.
3. Any employee who separates shall be paid out (to estate if applicable) for all earned but unused vacation time, prorated where necessary.
4. Effective June 30, 2021 all Tier 2 employees will cash in no more than seven (7) of their earned but unused vacation days at their 6/30/21 per diem rate of pay to achieve a balance of no more than ten (10) vacation days. A form will be required to be filled out and signed by the employee. Payment for these days will be in July 2021.
5. Effective July 1, 2021, all Tier 1 employees having more than thirty (30) unused posted vacation days (as of June 30, 2021) will cash in their earned but unused vacation days to achieve a balance of no more than twenty (20) vacation days. A

<sup>1</sup> The GRANTING of vacation days, including those “front loaded” (i.e. not yet earned) are subject to discretion. If the employee is not working for any reason and the number of vacation days requested exceeds their accrued/earned bank as of June 30<sup>th</sup> or current date the District may deny/modify such a request. Such process is subject to a case-by-case review.

- form will be required to be filled out and signed by the employee. Payment for these days will be in July 2021.
6. Effective July 1, 2022, all Tier 1 employees will cash in their earned but unused vacation days to achieve a balance of no more than ten (10) vacation days (as of June 30, 2022). A form will be required to be filled out and signed by the employee. Payment for these days will be in July 2022.
  7. Effective July 1, 2023, and each year thereafter, ALL employees may cash in no more than seven (7) earned but unused vacation days at the employee's hourly/daily rate of pay effective on June 30<sup>th</sup>.
    - a. Employees wishing to be compensated for up to seven (7) vacation days must fill out and submit the form to the Director of Facilities on or before June 1<sup>st</sup> of each year. This form is then forwarded to HR/LR for approval and processing.
    - b. Payment for these days will be during each July.
    - c. Carrying over vacation days for any employee beyond ten (10) days requires written approval of the Director of Facilities and the Executive Director of HR/LR or their designee.
    - d. Maximum accrued vacation days for all employees shall not exceed 30 days unless recommended by the Director of Facilities and approved by the Executive Director of HR/LR or their designee.

B. PERSONAL BUSINESS (PB) DAYS.

1. Employees covered by the terms of this contract may use three (3) days per year for personal business.
  - a. PB days are intended to be used for issues that cannot be attended to outside the employees normal work day.
2. These days will not be deducted from accumulated sick leave days, however, if these days are not used for personal business days they will be added to the accumulated sick leave days at the end of the fiscal year.
3. All requests for personal time off (i.e., vacation day(s), personal business day(s), and days without pay) require written notice with one (1) working day notice, except in case of emergency. Requests must be submitted to the Director of Facilities.
4. Employees shall not be required to give a reason for the use of a personal business day.

C. BEREAVEMENT DAYS.

1. A maximum of five (5) days per occurrence with pay not chargeable to the employee's sick allowance shall be granted for a death in the immediate family.
  - Immediate family shall be interpreted as spouse, child, mother, father, grandchild, sister, brother, father-in-law, mother-in-law, grandparent, legal guardian, domestic partner and their dependents.
  - Step relatives within the definition of the immediate family shall include stepmother, stepfather, stepsister, stepbrother, stepchild, and step-grandchild.

2. A maximum of two (2) days with pay not chargeable to the employee's sick allowance shall be granted for the death of a sister-in-law, son-in-law, daughter-in-law, brother-in-law, niece, nephew, aunt, or uncle.
3. An employee's absence due to the death of a relative not covered in this section will be permitted to use, and be charged, one (1) sick day or one (1) personal business day, against their accumulated sick or personal business day bank.
4. If travel time is necessary, approval for additional days must be obtained from the Executive Director of Human Resources and Labor Relations. A request for such leave shall be made within three (3) working days of appropriate notification of the death and must involve proof of required AND necessary travel on scheduled work days. The granting of travel days are not to be considered additional bereavement days and granting them is solely at the discretion of the District.

### **ARTICLE THIRTY (30) - JURY DUTY**

A worker called for jury duty will receive their hourly rate for the time during their jury service. They shall obtain a signed statement from the judicial clerk of courts stating dates served. The above statement shall be submitted to the Executive Director of Human Resources and Labor Relations immediately upon the employee's receipt of it. All jury duty compensation must be turned over to the District.

### **ARTICLE THIRTY-ONE (31) - OCCUPATIONAL DISABILITY**

Any employee in any work classification covered by this Agreement who has been incapacitated at their regular work or by injury or compensable occupational disease while employed by the Board may be employed in other work in the various departments of the school system at work they can perform. The District will make every reasonable effort to place the employee in other work on the same shift as he/she was working prior to the injury.

### **ARTICLE THIRTY-TWO (32) – EARNING AND USING SICK DAYS & SHORT TERM DISABILITY INSURANCE**

#### **A. EARNING AND USING SICK DAYS**

1. Any employee absent from duty due to illness-or injury shall be paid full salary for the period of said absence covered by their earned sick days.
2. During the first year of employment sick days are earned on the basis of one (1) day per month of "continuous<sup>2</sup> employment."

After the first full year of service the full time employee will be front loaded 12 sick days to be used during the new school year. These days are loaded in good faith in anticipation of continuous employment. However if the employee does not satisfy the continuous employment definition/standard then the next July 1 the employee's

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<sup>2</sup> "Continuous employment" is where the employee was directly paid all or part of their wages by the District the majority of days for each and every month. Prorated as necessary.

front loaded sick days will be prorated to reflect only those months where the employee was continuously employed.<sup>3</sup>

Earning new sick days in a given month will cease when the employee is NOT receiving payment of any wages from the District.<sup>4</sup> Earned but unused sick days may accumulate with no cap.

3. The GRANTING of sick days, including those “front loaded” (i.e. not yet earned) are subject to discretion. If the employee is not working for any reason and the number of sick days requested exceeds their accrued/earned bank as of June 30<sup>th</sup> or current date the District may deny/modify such a request and those days will be treated as unpaid. Such process is subject to a case-by-case review.
4. Upon retirement, employees shall receive a full day's pay for each unused accumulated sick day not to exceed twenty-five (25) days. Beginning on the twenty-sixth (26<sup>th</sup>) day, each unused accumulated sick day will pay one-half (1/2) day's pay, not to exceed one hundred (100) days.
5. Upon the death of an employee, payment of unused sick days per Section 4 shall be made to the employee's estate.
6. A medical certificate may be required by the supervisor at the employee's expense as evidence of an employee's illness or non work related injury if the employee is sick or injured for three (3) or more consecutive working days. The employer shall not be required to reinstate any person who is not medically capable of performing the duties applicable to their position. However, if there is a position for which the employee can perform, the parties shall meet in special conference to resolve the issue.
7. When an employee uses their earned sick days he/she must call into the absence system no later than four (4) hours prior to starting time before compensation will be allowed except in cases of emergency. An employee must report or make arrangements each day when using their sick days.
8. An employee absent due to the illness of members of his immediate family may choose to deduct these days from his sick leave.
  - Immediate family shall be interpreted as spouse, child, mother, father, grandchild, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law grandparent, legal guardian, domestic partner and their dependents.
  - Step relatives within the definition of the immediate family shall include stepmother, stepfather, stepsister, stepbrother, stepchild, and step-grandchild.
9. The employee will also be allowed to use paid sick time for the following reasons:
  - a. If the employee or the employee's family member is a victim of domestic violence or sexual assault and the related medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to

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<sup>3</sup> If the employee was on workers compensation for 6 months or more in a given school year they will have their next year sick day load prorated by 50%.

<sup>4</sup> The LOADING of sick days is predicated upon the employee's prior year's (July 1 – June 30) work history whereby the employee was directly paid wages by the District (“continuous employment”) the majority of days for each and every month. Prorated as necessary

- obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- b. For closure of the eligible employee's primary workplace by order of a public official due to a public health emergency; for an eligible employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that the eligible employee's or eligible employee's family member's presence in the community would jeopardize the health of others because of the eligible employee's or family member's exposure to a communicable disease, whether or not the eligible employee or family member has actually contracted the communicable disease.
  - c. Employer may require an eligible employee who is using paid medical leave because of domestic violence or sexual assault to provide documentation that the paid medical leave has been used for that purpose. The following types of documentation are satisfactory for purposes of this subsection:
    - i. A police report indicating that the eligible employee or the eligible employee's family member was a victim of domestic violence or sexual assault.
    - ii. A signed statement from a victim and witness advocate affirming that the eligible employee or eligible employee's family member is receiving services from a victim services organization.
    - iii. A court document indicating that the eligible employee or eligible employee's family member is involved in legal action related to domestic violence or sexual assault.
10. Sick day banks shall not be disturbed in any of the following cases:
- a. Any approved leave of absence without pay.
  - b. Transfer from one (1) classification or department to another.
  - c. When placed on lay-off.
11. The Director of Facilities may examine the legitimacy of an employee's use of their earned sick days.
- a. Excessive absenteeism may be defined as including but is not limited to:
    - i. Showing a pattern of absences, i.e. like repeatedly using sick days on Mondays or Fridays or at specific times during the school year, year after year; and
    - ii. Using sick days for purposes other than related to your illness or other qualifying reasons cited herein.
  - b. When such events come to the attention of the District, the first step is for the Director of Facilities to meet with the employee (and union rep if employee wishes) to discuss the surrounding circumstances for the absences prior to considering any progressive discipline.
    - i. This initial meeting is to be documented as an *Employee Conference*.
    - ii. Copies are to be provided to the employee and Association, along with a copy placed in the employee's official personnel file.
12. Employees reporting at the beginning of their work period, who are forced to leave any time after three (3) hours of work because of illness or death in the family, shall be counted absent one-half (1/2) day. Employees that are forced to leave before three (3) hours of work for the same reasons shall be counted absent for a full day.

13. In the event of a contagious disease, the employee's reinstatement can be made only after medical clearance.
14. Three (3) additional months hospitalization premiums shall be paid by the employer when an employee is sick or injured and has exhausted all their accrued benefit time. Provided the employee satisfies the following:
  - a. The employee must have qualified for and used FMLA during the prior 12 months; and
  - b. The employee must make their required monthly payments to cover their medical insurance cost share.
15. If an employee has perfect attendance (no use of sick days and no time off without pay) they will be given one (1) extra personal business day for the period from July 1 to December 31 and one (1) day for the period January 1 to June 30 and \$500.00 paid on the first pay of the following August.<sup>5</sup>
16. Sick Day Incentive: Annual incentive payments will be paid by the first pay period of the following August in accordance with the schedule defined below:
 

If one (1) sick day is used	\$500.00
If two to four (2-4) sick days used	\$300.00
If five to six (5-6) sick days used	\$100.00

**B. SHORT TERM DISABILITY AND FREEZING SICK DAYS**

Upon request of the employee, sick days may be frozen when an employee will be absent because of an illness or injury of eight (8) or more days, while the employee utilizes their short-term disability insurance. The employee shall inform the HR/LR Office in writing prior to the eighth (8<sup>th</sup>) day or prior to the twenty-ninth (29<sup>th</sup>) day they are absent, of their intention of freezing their sick days. In the event written notification is not given, sick days will continue to be used.

No earning of ANY additional sick days when an employee's sick day bank is frozen unless the employee works the majority of the month.

**ARTICLE THIRTY-THREE (33) - REPORTING TIME**

Any employee reporting for work on their regular scheduled time who is sent home through no fault of their own shall be paid for two (2) hours work at the regular rate of pay, but the employee must remain available for work for the two (2) hour period they are being paid.

**ARTICLE THIRTY-FOUR (34) - PAID FOR TIME**

- A. All employees shall be paid for all time spent in the service of the employer. Time will be figured from the time an employee is required to begin their work until they are released from duty. Employees are to properly and timely fill out weekly/bi-weekly time sheets and turn them into the designated staff as instructed by the Director of Facilities.

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<sup>5</sup> Earned PB day for Jan – Dec will be posted to be used in the following school year. If earned, PB days could reach a total of four (4) days

- B. LUNCH PERIOD - Personal schedules allow one-half (1/2) hour for lunch.
- C. BREAK PERIOD - Employees covered by this Agreement are entitled to a break period for each four (4) hours of work. The break periods will be of fifteen (15) minutes duration. Personnel will remain on the site to which they are assigned during their break period.
- D. ABSENCE FROM WORK DURING SCHEDULED WORK HOURS - Employees covered by this Agreement will remain on the site to which they are assigned during the scheduled working hours except in case of extreme emergency, during lunch period, or with prior approval of the Director of Facilities.

### **ARTICLE THIRTY-FIVE (35) - WORK WEEK**

- A. The workweek for all regular full time employees shall consist of five (5) days of work per week at eight (8) hours per day. This assignment is typically determined at the beginning of the school year as part of the job bidding process.
- B. The workweek for a regular full time employee will be either:
  - 1. Monday and end Friday except where shift work prevails. OR
  - 2. Tuesday and end Saturday except where shift work prevails.
    - a. There will be two (2) utility/custodial jobs, one which will typically work Tuesday through Saturday, excluding summers, and the second position which will typically work Monday and end Friday.
    - b. If nobody bids on these utility/custodial positions, the District reserves the right to hire from the outside per Tier Two wage scale.
    - c. These jobs will not receive shift premium pay.

### **ARTICLE THIRTY-SIX (36) - CALL IN TIME**

Any employee called to work outside their regular assigned working hours, on an “on-call-in” situation, shall receive a minimum of three (3) hours’ compensation. Work scheduled with proper notice shall not carry the three (3) hour minimum.

### **ARTICLE THIRTY-SEVEN (37) - PAY DAYS**

Existing paydays and pay periods shall be two (2) weeks in arrears.

However, every 7-8 years there may be a pay period that will have three (3) weeks in arrears, i.e. the employee will receive one (1) check for 3 weeks of work rather than two (2) weeks in arrears. This will likely occur at the very end of August and start of September. This is solely due to how the calendar falls, i.e. 27 pays vs. 26 pays. When this happens the District at the beginning of *that* school year will essentially provide 11-12 months of notice for the following August – September.

**ARTICLE THIRTY-EIGHT (38) - SHIFT PREMIUM PAY**

Shift premium pay will not be paid during times when shift workers are temporarily re-scheduled to the day or afternoon shifts, but will be paid for holidays, personal business days, funeral days, and sick leave days, when the employee is scheduled for the third (3<sup>rd</sup>) shift during the normal school year.

**ARTICLE THIRTY-NINE (39) - OVERTIME AND PREMIUM ROTATION**

- A. Any hours worked over a regular eight (8) hour shift will be paid at the minimum rate of time and one-half (1 1/2).
- B. Overtime shall be allowed under emergency conditions and must be approved by the Director of Facilities in advance.
- C. All work on Saturday will be at the rate of time and one-half (1 1/2) providing that the employee has been credited with forty (40) hours<sup>6</sup> during the normal work week. A non-working employee will receive straight time for applicable holidays. All worked performed on Sunday will be at the rate of double time providing that the employee has been credited with forty (40) hours during the normal work week.

Tuesday-Saturday employees will not receive overtime for hours worked on Saturday unless such time exceeds forty (40) hours per week pursuant to Article B above.

- D. All time worked on emergency basis over eight (8) hours per day or forty (40) hours per week shall be considered as overtime pay. All paid leave days will be counted in computing the forty (40) hours. Overtime is to be computed on the basis of the following:

<b>Amount of Time Worked</b>	<b>Time Allowed Per Day</b>
0 – 7 minutes worked	No time allowed
8 – 15 minutes worked	15 minutes allowed
16 – 30 minutes worked	30 minutes allowed
31 – 45 minutes worked	45 minutes allowed
46 – 60 minutes worked	60 minutes allowed

- E. Overtime will be rotated by seniority within the building, by building for custodians and by department for utility.
  1. In the event an employee is improperly excluded or missed from being offered overtime and whether or not a grievance is filed, the parties agree to afford that grievant(s) with the next available opportunity for overtime to work those hours they were not offered. If the employee refuses regarding the offer of overtime, the employee will be offered it again until worked.

<sup>6</sup> Includes days paid for vacation or bereavement during their normal work week.

- F. All work in excess of twelve (12) consecutive hours shall be paid at the minimum rate of time and one-half.
- G. When all custodial employees refuse overtime in a building, the overtime shall then go to the Utility Department. If the Utility Department refuses overtime, it shall then go to the District overtime list. If everyone from the District overtime list refuses the overtime, it shall then be offered to subs.
- H. After the procedure in paragraph G has been exhausted and the overtime remains available, the employer will start at the top of the seniority list and call from the most senior employee down the list until the necessary complement of employees needed has been secured. If no volunteer is obtained, then the School District shall assign the least senior employee(s).
- I. Employees desiring overtime outside of their assigned building will be required to sign up each fiscal year on a District wide overtime list. Those custodial employees wishing to sign up or withdraw after the overtime list is established must give the Director of Facilities seven (7) days advance notice. Overtime assignments will be made from this list in order of seniority.
- J. There is no snow plowing job duty within the Bedford Custodial Educational Support Professional Association (BCESPA) beyond doing the sidewalks or similar walkways.

**ARTICLE FORTY (40) – HEALTH INSURANCE**

- A. The Board shall offer, MESSA Choices II health insurance benefits and/or the Board shall provide a level of health insurance benefits that are substantially similar to the benefits specified in MESSA Choices II Certificate of Benefits. Such health insurance coverage shall include the eligible immediate dependents of the custodian.
- B. Those individuals who select either the MESSA ABC Plan 1 options will have funds placed into their HSA account by the district if the premium is below capped amounts as outlined in Public Act 152 of 2011. Those funds will equate to the difference between the maximum allowable contribution by the district under Public Act 152 of 2011 and the actual premium. Deposits into HSA accounts by the district will be made in four equal installments in the first pay period of January, April, July, and October of each calendar year.

The employee may choose one of the following options for insurance coverage:

<b>MESSA Plan Options (4)</b>	<b>In-Network</b>		<b>Office Visit</b>	<b>Prescription</b>
	<b>Deductible</b>	<b>Co-Insurance</b>	<b>Co-Pay</b>	
Choices II – Traditional PPO Plan	\$500/\$1,000	0%	\$20	3-Tier/Mandatory Mail
Choices II – Traditional PPO Plan	\$1,000/\$2,000	0%	\$20	Saver Rx Program
ABC Plan 1 – Health Savings Account	\$1,400/\$2,700*	0%	\$0	3-Tier/Mandatory Mail
ABC Plan 3 – Health Savings Account	\$3,500/\$7,000*	10%	\$0	ABC Rx Program

**The following benefits are provided in addition to your Medical Insurance:**

- VSP2 Vision Insurance
- Delta Dental of MI (70/70/50/60/\$600:\$1,000)
- \$5,000 Basic-term Life Insurance with Medical
- \$5,000 Negotiated Basic-term Life and AD&D

**If an employee elects not to take the Medical Benefits – they will receive the following:**

- In Lieu of Medical Insurance Payment of \$175.00 per Month<sup>7</sup>
- VSP2 Vision Insurance
- Delta Dental of MI (100/90/90/90/\$1,500:\$1,000)
- \$10,000 Negotiated Basic-term Life and AD&D

\*The maximum annual deductible and other out of pocket expenses for HDHP's are set by the federal government and are subject to change.

- C. In the event an employee dies while in the employ of the Bedford Public Schools, and provided the insurance policy permits continued coverage, the Board will continue to pay its existing health insurance premium payments for three (3) months after death provided the employee's cost share payments are timely made each month to the District.
- D. Employees or their dependents qualifying for District paid health care coverage, shall not receive any abortion services or benefits as part of the District paid health insurance benefit.

**ARTICLE FORTY-ONE (41) - WORKER'S COMPENSATION**

The applicable Worker's Compensation laws will cover each employee. The employer shall pay the difference between the Worker's Compensation payment and the employee's regular salary when the insurance company starts the compensation for a period of six (6) calendar months.

In the event the employee is not receiving any paycheck from the District while on worker's compensation the employee is solely responsible to ensure their contributions to the Office of Retirement Services are being made. The employee should check with the District regarding their ORS contribution status. The District will not make employee contributions on their behalf. ORS may also directly bill the employee for any outstanding monies due and failure to pay may result in loss of service credit.

Additionally, the employee is solely responsible for all their monetary contributions for any benefits they may have elected. Failure to pay these when due will result in termination of those benefits where applicable.

If there is work available within the written medical restrictions, the employee will be placed on light duty and/or bridge jobs within those positions/classifications noted in the Recognition Article of this CBA. Failure to perform work defined by the medical provider as being within the employee's restrictions may result in an offset of worker's compensation benefits.

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<sup>7</sup> Payment in-lieu is not provided for members who spouse works for the District and accepts health coverage whereby the BCESPA employee is covered.

**ARTICLE FORTY-TWO (42) - RETIREMENT**

Bedford Public Schools will make the appropriate retirement contributions to The Office of Retirement Services (ORS) or to the designated entity pursuant to Michigan statute(s).

**ARTICLE FORTY-THREE (43) – EMPLOYEE PROFESSIONAL IMPROVEMENT  
(Tuition Reimbursement)**

Any bargaining unit employee wishing to take courses in the Bedford Public Schools Adult Education and Community Education programs to improve job skills may do so free of charge provided their request for approval of such courses is approved by the Executive Director of Human Resources and Labor Relations prior to taking the course. Any bargaining unit employee wishing to take other courses to improve job skills must submit a request for approval of the courses to the Executive Director of Human Resources and Labor Relations prior to the commencement of such course. If approved, the course will be paid for by the Board upon completion, according to the grade as follows:

Pass, Satisfactory, A, B, or C	75%
Incomplete, Unsatisfactory, D, or F	0%

Payment will be made as soon as possible upon submission of the official grade report by the bargaining unit employee to the Executive Director of Human Resources and Labor Relations and after the Board of Education approves the request for payment for the previously approved course, which was successfully completed pursuant to the grade, earned.

**ARTICLE FORTY-FOUR (44) - LONGEVITY**

Employees will receive longevity payments annually according to the following schedule - payable on their anniversary date **OR** the last pay in June. Employees will be required to sign their choice of longevity payment (anniversary date or last pay in June) at the administration building **on or before June 1<sup>st</sup>**. This will remain in effect for the next entire school year and will only be changed after a new longevity payment form is signed.

<b>YEARS</b>	<b>LONGEVITY (eff. July 1, 2022)</b>
Ten (10) – thirteen (13) years of service	\$750.00
Fourteen (14) – seventeen (17) years of service	\$950.00
Eighteen (18) – twenty-four (24) years of service	\$1,150.00
Twenty-five (25) years of service and thereafter	\$1,500.00

**ARTICLE FORTY-FIVE (45) - OPENING AND CLOSING BUILDINGS**

It is agreed between the Association and the District that they shall have the prerogative to open and close buildings for the following events, without the services of a custodian:

Alcoholic's Anonymous	Men's Day in the Gymnasiums
Boy Scout Activities	PTSA (Meetings Only)
Campfire Activities	Roller Skating
Elementary Boys' Recreational Activities	Saturday Adult Classes
Elementary Girls' Recreational Activities	School Athletic Practice Sessions
Elementary Movies	Square Dancing
Girl Scout Activities	Women's Day in the Gymnasiums
Any and all District Community Education activities or programs that the District sponsors, hires the instructors, collects fees, and oversees.	

Groups renting the school facility will have paid custodial help and will be under the sole supervision of the group. The custodian will remain in the activity area.

Whenever food is served or sold custodial clean-up will be provided. When one hundred and fifty (150) or more people participate in an activity, custodial coverage will be provided as deemed necessary by the Director of Facilities and after consultation with the head custodian.

The initial slot for extra work provided in this article will be done pursuant to Article 39.

**ARTICLE FORTY-SIX (46) - PERSONAL ATTIRE**

All bargaining unit employees' personal attire will be appropriate for the academic environment in which they work. For example, bargaining unit employees shall not wear attire which promotes the use of alcohol, controlled substances, smoking, which displays profane language or has sexual connotation. In the event that a bargaining unit employee reports to work in inappropriate attire, as determined by his or her supervisor, that employee will be required to return home and change clothes. Such time away from work will be unpaid. It is the intent of the Board to apply this policy to all regular and temporary District employees.

**ARTICLE FORTY-SEVEN (47) - SMOKING/SMOKING CESSATION PROGRAM**

Smoking or the chewing of a tobacco product on Bedford Public Schools property, and/or in Bedford Public Schools vehicles, on a structure or real estate owned, lease, or otherwise controlled by the Bedford District, shall not be permitted at any time. The District agrees to provide free enrollment in District approved smoking cessation programs for interested bargaining unit employees.

**ARTICLE FORTY-EIGHT (48) - OVERTIME REPORTING**

In the event a bargaining unit employee earns overtime compensation, it is the intent of the Board to pay the employee during the pay period in which the overtime was worked. However, if

the employee fails to report the amount of overtime worked to the appropriate supervisor, the employee will receive the overtime compensation in his or her subsequent paycheck.

**ARTICLE FORTY-NINE (49) – DIRECT DEPOSIT and PAYROLL DEDUCTION PROGRAMS**

Written employee authorization is needed to participate in the District’s direct deposit and approved employee deduction programs. Specifically, including but not limited to 403(b) accounts and other tax deferred programs, United Way, government bonds, employee contributions for insurance, Michigan Public School Employees Retirement System/Office of Retirement Services (MPSERS/ORS) through the District, and in accordance with the established payroll schedule procedures for the year.

**ARTICLE FIFTY (50) – MILEAGE REIMBURSEMENT**

Bargaining unit employees that are required in the course of their work to drive personal automobiles from one (1) school building or to other locations for District related business shall receive a car mileage reimbursement. The rate will be adjusted accordingly to the Internal Revenue Standard rate.

**ARTICLE FIFTY-ONE (51) – WAGES - EFFECTIVE JULY 1, 2021**

TIER 1 <sup>8</sup>	2020-2021	Baseline new “Custodian” classification	2021-2022	2022-2023	2023-2024
			(3.0%)	(2.5%)	(2.0%)
Custodian <sup>9</sup>	\$17.52	\$17.90	\$18.44	\$18.90	\$19.28
	\$17.65				
	\$17.90				
Head Custodian	\$18.15	\$19.15 <sup>10</sup>	\$19.72	\$20.22	\$20.62
Custodian/Utility	\$17.65	\$18.15	\$18.69	\$19.16	\$19.55
TIER 2 <sup>11</sup>	2020-2021	Baseline new “Custodian” classification	2021-2022	2022-2023	2023-2024
			(9.0%)	(7.5%)	(6.0%)
Custodian <sup>12</sup>	\$12.73	\$12.94	\$14.10	\$15.16	\$16.07
	\$12.80				
	\$12.94				
Head Custodian	\$13.08	\$14.08 <sup>13</sup>	\$15.35	\$16.50	\$17.49
Custodian/Utility	\$12.80	\$13.19	\$14.38	\$15.46	\$16.38

<sup>8</sup> Hired before 7/1/2013.

<sup>9</sup> Collapse Regular, Day and Floating classifications into one – “Custodian”. 2ndary designation of Day, Regular or Floating.

<sup>10</sup> Manual \$1.00 increase. Effective 7/1/21 this will be an interview position whereby seniority is NOT the controlling factor.

Any current/permanently placed head custodian on or before 6/30/21 will continue as Head Custodian and enjoy new rate of pay.

<sup>11</sup> Hired on or after 7/1/2013

<sup>12</sup> Collapse Regular, Day and Floating classifications into one – “Custodian”. 2ndary designation of Day, Regular or Floating.

<sup>13</sup> Manual \$1.00/increase. Effective 7/1/21 this will be an interview position whereby seniority is NOT the controlling factor.

Any current/permanently placed head custodian on or before 6/30/21 will continue as Head Custodian and enjoy new rate of pay.

**Commercial Driver's License**

Two utility workers who possess a CDL (Commercial Driver's license) shall be compensated in accordance to the chart below. A Commercial Driver's License (CDL) may be required as part of the utility job description. When a utility employee is used in the maintenance (i.e., carpenter) they will be compensated at the maintenance rate. If a utility employee is used to perform work that requires a specific license (i.e., spraying, asbestos, etc.) they will be paid an additional one-dollar (\$1.00) per hour while working in that capacity.

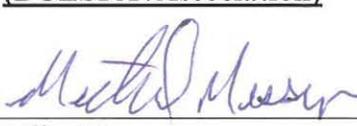
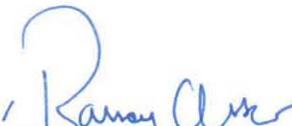
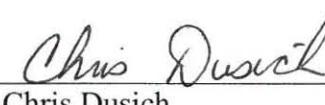
CDL payment of \$ .75 added to hourly rate. Shift premium for midnight shift is fifteen cents (\$.15) per hour.

**ARTICLE FIFTY-TWO (52) - TERMINATION OF AGREEMENT**

This Agreement shall become effective July 1, 2021, and remain in full force and effect until June 30, 2024. It is mutually agreed that this Agreement may be reopened for negotiations upon sixty (60) days written notice prior to the anniversary date - June 30, 2024. In the event no notice is given of the intention to reopen, all of the features of said Agreement shall automatically be renewed for an additional year.

**BEDFORD PUBLIC SCHOOLS**

**Bedford Custodial Educational Support Professional Association MEA-NEA (BCESPA /Association)**

	7-27-21		7-27-2021
Howard D. Schwager Chief Negotiator and Exec. Director of HR/LR	Date	Mike Messenger President	Date
	7/29/2021		8-13-2021
Thomas Martin, Jr. Director of Facilities	Date	Randy Alcock Association Rep	Date
	7/29/21		7-27-2021
Lisa McCaig President, Board of Education	Date	Chris Dusich MEA UniServ Director	Date

Probationary Custodian \_\_\_\_\_ Substitute Custodian \_\_\_\_\_  
 Regular Custodian \_\_\_\_\_ Utility Employee \_\_\_\_\_

**CUSTODIAL AND UTILITY EMPLOYEE**  
**(Bedford Custodial Educational Support**  
**Professional Association MEA-NEA BCESPA/Association)**  
**PERFORMANCE EVALUATION**

Department/School	Name		Position
	EXCEEDS JOB EXPECTATIONS	MEETS JOB EXPECTATIONS	NEEDS IMPROVEMENT TO BE SATISFACTORY
1. Quality of work (accuracy, neatness, thoroughness)	_____	_____	_____
2. Quantity of work (volume, amount, speed, consistency)	_____	_____	_____
3. Knowledge of work (ability to recognize and maintain work standards)	_____	_____	_____
4. Adaptability (ability to change with job expectations)	_____	_____	_____
5. Dependability (reliability)	_____	_____	_____
6. Cooperation (ability to follow directions)	_____	_____	_____
7. Judgment (ability to take appropriate action)	_____	_____	_____

*Custodial and Utility Employee Performance Evaluation*  
*Page two (2)*

	<b>EXCEEDS JOB EXPECTATIONS</b>	<b>MEETS JOB EXPECTATIONS</b>	<b>NEEDS IMPROVEMENT TO BE SATISFACTORY</b>
8. Initiative (motivation, interest in work)	_____	_____	_____
9. Personality (courtesy, public relations)	_____	_____	_____
10. Attendance	_____	_____	_____
11. Personal Hygiene (grooming)	_____	_____	_____
12. Staff relations (ability to work with other employees and supervisors)	_____	_____	_____
13. Overall performance	_____	_____	_____

Evaluator's comments:

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Employee's comments:

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*Custodial and Utility Employee Performance Evaluation*  
*Page three (3)*

I understand that my signature is not intended to indicate my agreement with the evaluation, but verifies that I have read the evaluation.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date