

AGREEMENT BETWEEN
DELTA-SCHOOLCRAFT
INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

AND

BUILDING & GROUNDS MAINTENANCE/
CUSTODIAN/SUPERVISOR

Effective
July 1, 2007
June 30, 2010

**DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT
BUILDING & GROUNDS MAINTENANCE/CUSTODIAN/SUPERVISOR**

A. Qualifications:

1. High school graduate.
2. Minimum of three years experience in maintaining and cleaning a large building including but not limited to:
 - Operation of power equipment.
 - Use of cleaning agents and protective coatings, sanitation and disinfectants.
 - Care and cleaning of buildings, fixtures, furnishings and a variety of floor surfaces and wall coverings.
 - Use and maintenance of heating, cooling and plumbing systems.
 - Electrical repairs.
 - Basic grounds maintenance.
 - See job description for full details.

B. Emergency Closing of Schools: In the event that weather conditions or other acts of God require that the Intermediate School District be closed, the employer shall notify the employees by announcing said closing on local radio stations RRN, WDBC and WLUC TV6.

PAID LEAVE OF ABSENCE

A. Personal Leave: On July 1 of each year, two (2) personal leave days shall be credited to each employee. Two (2) additional days of personal leave can be used and deducted from sick leave. Unused personal days can be accumulated up to four (4) days. After four (4) days are accumulated, additional earned days will be put into sick leave. Personal leave must not be taken on the first and last day of the official school year or on the day immediately preceding or following a scheduled holiday or recess. Exceptions may be approved by the immediate supervisor. Prior notification must be given to the appropriate supervisor.

B. Jury Duty: Employees called for jury duty or subpoenaed to testify during working hours in any judicial or administrative matter or who shall be asked to testify in any arbitration of fact finding shall, upon reimbursement by the court, reimburse the school district for all money received except any mileage allowance.

UNPAID LEAVES OF ABSENCE

Illness or Personal Leave -

A. An eligible employee (as defined by the Family and Medical Leave Act) who is unable to work because of personal illness or disability and who has exhausted all accumulated sick leave, shall be granted an unpaid leave of absence for the duration of the illness or disability for a period of up to twelve (12) weeks. This leave may be extended for a period of up to an aggregate period of one (1) year, at the discretion of the Board.

1. Employees accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the employee must begin medical treatment sooner, notice shall be given by the employee as promptly as is practicable under the circumstances.
2. The Board has the right to receive medical certification from the employee's health care provider regarding the necessity for leave taken under this section. The employee will facilitate and cooperate in the furnishing of such information, which shall include:
 - (a) The date the illness or disability commenced and the health care provider's best medical judgment concerning the probable duration of the condition;
 - (b) Diagnosis of the illness or disability;
 - (c) A brief statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency and duration of treatment, including treatment by another provider of health services on referral by or order of the health care provider); and
 - (d) Indication of whether in-patient hospitalization is required.
 - (e) Either a statement that the employee is unable to perform work of any kind, or a statement that the employee is unable to perform the essential functions of the employee's position, with or without reasonable accommodation.

3. The Board has the right to require that a second medical opinion (at Board expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and Board (in consultation with the Association, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, the employee and the Association. The cost of this examination shall be paid by the Board.
4. The Board shall have the right to require recertification during the leave period and medical certification of the employee's fitness to return to duty at the expiration of the leave period.
5. The Board and the employee agree to cooperate in scheduling return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.

If a bargaining unit member begins a leave under this section more than five (5) weeks before the end of a semester, the Board may require that leave be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the employee would return to work during the three (3) week period immediately before the conclusion of the semester.

6. Upon return from leave, the employee shall be assigned to either the same position from which leave was taken or to a position for which the employee is certified (or approved, as applicable) and qualified. Compliance with the above standards shall be considered as restoration to an equivalent position. Restoration may be denied in the event of reduction in staff
7. The Board of Education will continue premium payments for health care benefits up to six (6) months only for an employee who has been granted an unpaid leave of absence for medical reasons due to a personal illness or disability. If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments

due the employee, with any deficiency to be remitted by the employee to the Board within five (5) days of demand.

8. Where an employee requests intermittent leave or reduced schedule leave for purposes authorized under the Family and Medical Leave Act and would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the Board may require that the employee:

- (a) take leave for the duration of the planned treatment

-OR-

- (b) transfer temporarily to an alternative position for which the employee is certified (or approved, as applicable) and qualified (and which has equivalent pay and benefits) where the temporary transfer would better accommodate the need for recurring leave, in comparison to the employee's current assignment.

Intermittent leave, to the extent required by the Family and Medical Leave Act, shall be taken in intervals of not less than two (2) hours. Employees shall attempt to schedule intermittent leave so as not to disrupt the continuity of services and instruction.

B. A leave of absence shall be granted to an eligible employee to enable him/her to assist before, during, and after the birth (or adoption or foster care placement) of a child. This leave shall be for a period of up to one (1) year and must be taken within twelve (12) months of the birth, adoption or foster care placement of the child. Leave extensions shall be at the Board's discretion.

1. Employees accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the birth or placement requires leave to begin in less than thirty (30) days, notice shall be given by the employees as promptly as is practicable under the circumstances.
2. The Board and the employee agree to cooperate in scheduling return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.

- (a) If a bargaining unit member begins leave under this section more than five (5) weeks before the end of a semester, the Board may require that leave be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the employee would return to work during the three (3) week period immediately before the conclusion of the semester.
 - (b) If a bargaining unit member begins leave during the five (5) week period before the end of a semester, the Board may require that leave be taken until the end of the semester if the leave will last more than two (2) weeks and if the employee would return to work during the two (2) week period immediately before the end of the semester.
 - (c) If a bargaining unit member begins leave during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the Board may require the employee to take leave until the end of the semester.
3. Upon return from said leave, the employee shall be reinstated to the former position, or to a position of like nature, seniority and salary schedule position held prior to commencement of the leave. Assignment to a position for which the employee is certified (or approved, as applicable) and qualified shall be considered as restoration to an equivalent position. Restoration may be denied in the event of a reduction in staff.
 4. Should the course of nature be interrupted or should the death of the child occur within the period of leave, the above rules pertaining to duration and return from leave may be relaxed under such conditions as the Board of Education may prescribe.
 5. The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for an employee who has been granted an unpaid leave under this section. If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or reoccurrence of a serious health condition of the employee or other circumstances beyond the employee's control)

the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within five (5) days of demand.

All other provisions of the contractual Agreement, not specifically replaced, modified or superseded by the section, shall remain unaffected thereby.

Military Leave: A military leave of absence shall be granted to an employee who shall be inducted for military duty in any branch of the armed services of the United States. Upon return from such leave the individual shall be placed in employment with the district according to the Soldier's and Sailor's Act.

ILLNESS AND DISABILITY

A. Sick Leave: Sick leave shall be granted at the rate of 14 per year. Unused sick leave may accumulate to: 2007/08- 136, 2008/09- 138 and 2009/10- 140. Sick leave shall be allowed for illness of an employee including absences due to maternity or for illness of a member of the employee's immediate family defined to include spouse, parent, parent of spouse, child, brother, brother-in-law, sister, sister-in-law, grandchild, grandparent or IRS qualified dependent living in the household.

B. Absence for Death: Absence without loss of salary shall be allowed upon the death of a spouse, parent, parent-in-law, sister, sister-in-law, brother, brother-in-law, child, grandparent, grandchild or IRS qualified dependent living in the household. Length of leave shall be limited to ten (10) days and when used are to be deducted from sick leave.

In no case under **A** and **B** shall the combined total of leave exceed ten (10) days for immediate family illness and/or death except that the superintendent may extend the ten day limit for funeral leave in extraordinary cases.

C. **Terminal Leave**: After 10 years of service and eligible for retirement according to MSPERS guidelines, the employee will be eligible for 30% of unused sick leave up to maximum accumulation allowed; after 15 years of service and eligible for retirement according to MSPERS guidelines, the employee will be eligible for 35% of unused sick leave up to maximum accumulation allowed; after 20 years of service and eligible for retirement according to MSPERS guidelines, the employee will be eligible for 40% of unused sick leave up to maximum allowed. If an employee plans retirement under these provisions, they must notify the Board of Education one (1) year in advance of such retirement so that terminal leave pay can be projected and properly budgeted.

In the event the employee dies while in the employ of the district and would otherwise have qualified under the terms of this clause for termination pay if the employee had terminated his/her employment by choice, the district agrees to pay in a lump sum to the employee's designated beneficiary or his/her estate the amount of terminal pay the employee would otherwise have received. It shall be the obligation of the employee to fill out the beneficiary forms and it shall be the obligation of the superintendent to notify the beneficiary.

TRAVEL AND MILEAGE

A. **Travel Provisions**: The Board will pay in the way of travel reimbursement, the IRS approved rate per mile for any miles that are necessary for the employee to drive on any given date over and above the miles from their residence, to and from their established home base. The deadline for submission of mileage forms will be determined by the business office and distributed in July.

B. **Conference and Meetings**: Travel expenses will be compensated at the rate computed in A above, along with the cost of meals at the following rates:

Breakfast:	\$6.00
Lunch:	\$7.00
Dinner:	\$17.00

The actual cost of lodging and scheduled meals will be paid provided receipts are turned into the office.

SALARY AND FRINGE BENEFITS

A. Salary:

See attached Salary Schedule.

B. Fringe Benefits:

1. Insurance: The following insurance is available with full cost up to full-family rate paid by the Board for employees. Medical insurance shall be MESSA Choices II, prescription co-pay, dental care plan with orthodontic rider, vision and disability insurance.

Employees receiving health care insurance will contribute in eight (8) equal payments (October-May) the amount equal to the monthly contribution for 12 months as shown below:

	Full Family	Couple	Single
07/08	\$16.70	\$10.00	\$3.33
08/09	\$33.40	\$20.00	\$6.66
09/10	\$50.00	\$30.00	\$10.00

*Contributions will be made with pre-tax dollars.

Persons not utilizing the subsidy for health coverage shall be permitted the following percentage of the full-family **board paid** premium amount applied to salary if health insurance coverage is not needed: 2007/2010= 70%. Premiums will be based on the above Choices II premiums effective January 1, 2005.

2. Life and Accidental Death and Dismemberment: \$50,000 each year.

3. Dental Care Plan: Ultradent 80-90-100 Incentive Plan with a \$1,500 per person/per year.

Orthodontic rider pays 80% of treatment costs with a \$1,500 maximum per person per lifetime up to age 19.

4. Vision: VSP III.

5. Disability Insurance: Disability insurance will be provided with a thirty (30) day calendar day waiting period. The Board reserves the right to name the underwriter.

C. Vacations:

1 through 7 years	12 days per year
8 through 19 years	20 days per year
20+ years	21 days per year

Employees transferring from another employee group within the I.S.D. where vacation is not earned, into a position covered under this contract, will be allowed credit of one half of their service time on the vacation schedule but not to exceed five years providing the position held prior to entering this group was for a minimum of 4.5 hours per day for 12 month employees or 6 hours per day for school year employees.

If any employee terminates their employment prior to using their vacation days, their accumulated days, up to the maximum accumulation allowed, will be paid by the district for those employees.

Up to 10 days of vacation may be carried from one year to the next.

D. Paid Holidays:

1 day	Labor Day
2 days	Thanksgiving
1 day	Christmas Eve (if falls on week day)
6 days	Christmas (3 days after, New Year's Eve and Day)
1 day	Good Friday
1 day	Memorial Day
1 day	Fourth of July

E. Working Conditions:

1. Length of work year is twelve months.
2. Eight (8) hours per day with building checks on weekends and holidays.
3. Working hours to be determined by superintendent.
4. Lunch Break - one-half hour (if more than one-half hour is needed for lunch when leaving the building, vacation time or personal leave time may be used).
5. Breaks - two fifteen minutes breaks per day (a.m. and p.m.)

F. Miscellaneous:

1. Three hundred dollars (\$300) per year will be allowed toward tuition, books, etc. for classes or workshops as approved by immediate supervisor or superintendent.

BUILDING & GROUNDS MAINTENANCE/CUSTODIAN/SUPERVISOR

Level	Index	2.40%	Index	2.00%	Index	2.00%
		2007-2008 Salary		2008-2009 Salary		2009-2010 Salary
1	1.00	15.75	1.00	16.06	1.00	16.39
2	1.02	16.06	1.02	16.39	1.02	16.71
3	1.04	16.38	1.04	16.71	1.04	17.04
4	1.06	16.69	1.06	17.03	1.06	17.37
5	1.08	17.01	1.08	17.35	1.08	17.70
6	1.10	17.32	1.10	17.67	1.10	18.02
7	1.12	17.64	1.12	17.99	1.12	18.35
8	1.14	17.95	1.14	18.31	1.14	18.68
9	1.16	18.27	1.16	18.63	1.16	19.01
10	1.18	18.58	1.18	18.96	1.18	19.33
11	1.20	18.90	1.20	19.28	1.20	19.66
12	1.22	19.21	1.22	19.60	1.22	19.99
13	1.24	19.53	1.24	19.92	1.24	20.32
14	1.26	19.84	1.26	20.24	1.26	20.65
15	1.32	20.79	1.32	21.20	1.32	21.63
16	1.34	21.10	1.34	21.53	1.34	21.96
17	1.38	21.95	1.38	22.39	1.38	22.83

Step 17 is 4% of Step 16

Delta-Schoolcraft Intermediate School District
2007/2008 School Calendar

Board Approved
5/10/07
Revised 8/16/07

Month	Week	Days of Instruction	Non-Instruction Days	Days Off/ Holidays/ Professional Development
Aug	27-31	0	2	8/29- Orientation, 8/30- Prof Dev. Day, 8/31- Pre-Labor Day
Sept	3-7	4		9/3- Labor Day
	10-14	5		
	17-21	5		
	24-28	5		
Oct	1-5	5		
	8-12	5		
	15-19	5		
	22-26	5		
Oct/ Nov	29-2	5		
Nov	5-9	5		
	12-16	4		11/15- Deer Day
	19-23	2		11/21,22, 23- Thanksgiving Break
	26-30	5		
Dec	3-7	5		
	10-14	5		
	17-21	5		
	24-28	0		12/24,25,26,27,28- Christmas Break
Dec/ Jan	31-4	3		12/31, 1/1- New Years
Jan	7-11	5		
	14-18	4	1	1/17 Last Day Semester 1 - 1/18- Records Day
		87	3	
Jan	21-25	5		1/21 First Day Semester 2
Jan/ Feb	28-1	5		
Feb	4-8	5		
	11-15	4	1	2/15- Professional Development Day (No Students)
	18-22	5		
	25-29	5		
Mar	3-7	5		
	10-14	5		
	17-21	4		3/21- Good Friday
	24-28	5		3/23- Easter
Mar/ Apr	31-4	0		3/31, 4/1,2,3,4- Spring Break
Apr	7-11	5		
	14-18	5		
	21-25	5		
	28-2	5		
Apr/ May	5-9	5		
	12-16	5		
	19-23	5		
	26-30	4		5/26- Memorial Day
June	2-6	4	1	6/6- Records Day
			91	2
TOTAL	DAYS	178	5	178 + 5= 183

Any days lost beyond those allowed by the revised school code, due to inclement weather or any "Act of God," will be added on to the second semester.

SIGNATURE PAGE
BOARD OF EDUCATION

By: Mary Semonsen
Its President

By: Christine Lundin
Chairperson, Negotiating Committee

By: W. F. H.
Superintendent

Date: 9-12-07

