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APPLICABILITY

This appendix is applicable to all custodial and maintenance personnel assigned to the Buildings and Grounds Department represented by the Chauffers, Teamsters, and Helpers, Local No. 238. This includes head custodians, assistant head custodians, engineers, night custodial foremen, custodians-secondary, custodian-engineers, custodians-elementary, summer crew foreman, mechanical maintenance supervisors, buildings, furnishings and maintenance supervisor, receiving and warehouse supervisor, maintenance foreman, carpenters and utility person, and all mechanics assigned to the Department of Transportation.

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SENIORITY

SECTION 1—PROBATION

Except as provided in Section 8 hereof, new employees hired by the Board shall be probationary for the first ninety (90) calendar days of employment, exclusive of the period from dismissal of school in the spring to two (2) weeks prior to commencement of school in the fall. During the probationary period, the Board may terminate, discipline, suspend or otherwise act with respect to a probationary employee without any restriction under this Agreement and without any review of such action under the grievance procedure. An employee retained after completion of his probationary period shall be placed at the bottom of the seniority list and his seniority shall be dated as of the date of his original hire as a permanent employee.

Whenever the term "seniority" is referred to herein, it shall mean the employee's total length of service in the school district since his last date of hire in one (1) of the classifications comprising the bargaining unit. Whenever the term "classification seniority" is referred to herein, it shall mean the employee's total length of service in the classification to which he from time to time has performed work on a permanent basis since his last date of hire.

TIE IN SENIORITY

In those situations where employees have the identical date of hire, the date shown on the employee's employment application forms will be the determining factor, with the earliest application date being given priority; if the application dates are the same, the last four digits of the employees' respective social security numbers will be the determining factor, with the highest number being given priority.

SECTION 2—BIDDING

(a) In all cases of job bidding within the bargaining unit, seniority or classification seniority, as the case may be, shall apply where employees have the skill, ability, qualifications and physical fitness to perform the work. It is understood and agreed that whenever the application of seniority (or classification seniority) is referred to in this Agreement, such application is subject to the provisions of this Section 2.

(b) In making determinations of skill, ability, qualifications and physical fitness, consideration will be given to skill, ability, qualifications and physical fitness as shown by the employee's past work record and to previously demonstrated ability to learn job requirements within a reasonable period of time.

SECTION 3—RECORDS

Seniority records shall be maintained by the Board and shall be available at all times and a copy shall be furnished to the Union.

SECTION 4—LOSS IN SENIORITY

An employee shall lose his seniority in the following manner:

- (a) Absence from work for a period of one year, because of illness or injury not compensable under the worker's compensation law.

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- (b) If laid off for a period of time longer than one year.
- (c) By quitting. If an employee is absent from work more than three (3) consecutive days without notifying his supervisor, it will be assumed that he has terminated his employment.
- (d) By discharge for just cause.
- (e) By failing to report for work at the expiration of a leave of absence.
- (f) Failure to return to work upon recall after layoff within five (5) days after the Board has given notice of recall; provided, however, that if at the time of the layoff the employee is advised when to return to work, his failure to return on the day so designated shall be deemed to be a voluntary quit.
- (h) By employment elsewhere during any leave of absence due to any cause other than layoff, except if such other employment is consented to by the Board.

SECTION 5—APPLICATION FOR VACANCY

- (a) When permanent vacancies occur in a bid group (bid groups are specified on Exhibit B of the Master Contract), except summer crew foremen and supervisors, which shall not be considered as biddable classifications, a notice will be posted in each building where bargaining unit employees are employed for a period of two (2) working days. Employees desiring to make application for the position available shall so indicate by appearing, within two (2) working days after the notice is posted, at the Buildings and Grounds Office or Transportation Office and filling out an application form. In the event any employee interested is absent on the day a job vacancy is posted, the Chief Steward will be furnished with a list of employees absent on that day and the Chief Steward can make application for such absent employee by filling out and submitting an application form but, in such event, the absent employee will not be awarded the job unless the Chief Steward advises the Supervisor, Custodial Personnel or the Supervisor, Transportation Mechanics, as the case may be, that the absent employee will return to work within one (1) week after the application is submitted and the absent employee does, in fact, so return to work within such one (1) week period; provided, however, that the requirement that an employee return to work within a one (1) week period shall not apply during the time school is not in session over the summer vacation period. The notice shall specify the bid group within which the vacancy exists, the classification, the shift, the building location and the labor grade.
- (b) In the case of Engineer-Custodians, Custodian-Engineers and Custodians, the Board shall have the right to permanently assign or transfer employees between different job assignments on the same shift in the same labor grade within the same building or combination of buildings, and no biddable vacancies shall be deemed to exist when the vacant job can be filled by the Board in such manner. In the case of all other classifications and bid groups, the Board shall have the right to permanently assign or transfer employees between different job assignments in the same labor grade within

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the same bid group and no biddable vacancies shall be deemed to exist when the vacant job can be filled by the Board in such manner. Employees shall be required to perform, as a part of their regular and permanent assignment, any and all work encompassed by the classification and bid group to which assigned, which is in the same or a lower labor grade. The Board reserves the right to establish jobs which require the performance of duties in more than one building.

- (c) Pending the filling of a vacancy through the procedure set forth in this Section, the Board may fill the vacancy by temporary assignment. It is agreed that an employee who is awarded a job under the provisions of (a) of this Section will be promptly notified of his successful bid and will be transferred to such job within fifteen (15) working days after the job has been awarded to him or if transfer is not feasible or practicable within such fifteen (15) working day period, will be informed as to the date the transfer will be made. Promptly following the award of a job through the posting and bidding procedure, the Chief Steward will be notified in writing as to the names of the bidders and to whom the job was awarded and all bidders on the job will be notified as to the name of the successful bidder.
- (d) Employees shall be limited to two (2) successful bids once every twelve (12) months. It shall be considered a bid when an employee bids on a posted vacancy and then (1) accepts the award; or (b) refuses to accept the award.
- (e) Vacancies that shall be less than sixty (60) working days and temporary job assignments shall not be bid but shall be filled by transfer. Openings created by the filling of vacancies under the provisions of (a) of this Section will not be posted until expiration of the twenty (20) working day trial period referred to in Section 6 and during the interim, the vacancy will be filled by temporary assignment; provided, however, that the Board may waive the twenty (20) day trial period and immediately post such vacancy if it is satisfied that the employee on the new job has the necessary skill, qualifications, ability and physical fitness to satisfactorily perform the duties of the same. In order to fill temporary vacancies, the Board may transfer employees out of their regular assignments and into other assignments in the same or different classification or bid group.

SECTION 6—AWARDING VACANCIES

An employee awarded a vacancy shall be given a fair trial in the new job, which trial period will continue for a period of twenty (20) working days and at any time during such period, the Board may determine that the employee does not have the necessary skill, qualifications, ability and physical fitness to satisfactorily perform the duties of the new classification and labor grade. During the first ten (10) working days on the new job, the employee may elect not to continue in the assignment. If the Board determines that the employee cannot satisfactorily perform the duties of the new classification and labor grade or if the employee elects not to continue in the assignment, the employee shall be returned to his former position.

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SECTION 7—PART-TIME SENIORITY ACCRUAL

Part-time employees shall only accrue seniority on a pro-rata basis, based upon a normal work week of forty hours (e.g. an employee who works only half time, will accrue seniority at one-half the rate of a full-time employee).

SECTION 8—SUBSTITUTE EMPLOYEES

The Board in its sole discretion may hire substitute custodial employees from time to time to take the place of regular custodial employees who are absent and such substitutes shall not be subject in any way to the terms and conditions of this Agreement. It is further understood that the Board will not hire two (2) part-time substitutes to take the place of one (1) regular full-time employee.

HEALTH PROVISIONS

SECTION 1—PHYSICAL EXAMINATIONS

Physical examinations shall be required of all job applicants prior to their employment by the Board. Such job applicants shall submit to examinations by a physician designated by the Board and the results of the examinations will be submitted to the Board on a form prescribed by the Business Manager. The Board shall assume the cost of such physical examination. The designation by the Board of the physician to conduct the pre-employment examination, shall not constitute such physician an agent or employee of the Board and the Board shall not be liable or responsible for any diagnosis, treatment or care administered or prescribed by such physician.

SECTION 2—CONCERNS REGARDING WELL-BEING

An employee whose physical well-being may be in doubt in the opinion of the administration shall present satisfactory physical examination results when required to do so. The Board may require such examination to be performed by a physician selected by the Board and the Board will assume the full cost relating thereto.

SECTION 3—COMMUNICABLE DISEASE

Any employee with a communicable disease will be excused from the performance of services for such time as may be necessary to effect a cure. During such absence, accumulated sick leave shall be applied.

SECTION 4—PHYSICAL EXAMINATIONS ON OWN TIME

All physical examinations will be taken on the employee's own time.

SECTION 5—SAFETY GLASSES

After completion of an employee's probationary period, an employee who is required by the Board to wear prescription safety glasses while on the job shall be reimbursed for the cost of a replacement pair of such glasses, when such replacement is necessitated by normal wear and tear or a change in optical prescription, not to exceed one replacement every three (3) years.

The Board shall have no responsibility for the cost of the eye examination or fitting. The employee shall be responsible for the full replacement cost of prescription glasses lost or in need of replacement because of extraordinary wear and tear. The Board shall make available without cost to the employee non-prescription safety glasses.

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LEAVES OF ABSENCE

SECTION 1—SICK LEAVE

- (a) New employees beginning employment in July shall be credited with hours equivalent to fifteen (15) days of sick leave and shall receive an additional hourly equivalent each year thereafter in July. New employees beginning employment in any month after July, shall have his/her sick leave pro-rated based upon the month of his/her hire date and shall then receive an additional hourly credit equivalent to fifteen (15) each year in July. In the event of personal illness or injury, the employee will continue to receive pay at his regular rate and will continue to be provided group insurance coverage until his sick leave is exhausted. Unused sick leave days shall be accumulated from year to year to a maximum of one hundred forty (140) days, from all sources.
- (b) Employees on the District's payroll as of July 1, 2017, with more than one hundred forty (140) days of accumulated sick leave shall have their maximum accrued sick leave capped at the employee's then current level. For those employees the maximum accumulation of sick leave shall be reduced through usage until such time as the employee's accumulated sick leave is equal to or less than one hundred forty (140) days.
- (c) An employee's combined current and unused sick leave accumulation shall never exceed the maximum sick leave accrual limit as specified in subparagraphs (a) and (b) above.
- (d) If an employee completes a full contract year (July 1 - June 30) of employment without missing any work because of personal illness or injury that would entitle the employee to apply sick leave, the employee will be granted one paid day off work. Such day off will be scheduled by mutual agreement of the employee and Board and must be taken during the months of July and August only.

SECTION 2—IMMEDIATE FAMILY ILLNESS

Employees shall be allowed a maximum five (5) working days absence in the aggregate in any one (1) contract year in the case of (i) hospitalization of the employee's spouse, parent, child, sister, brother, spouse's parents or the employee's grandparents (ii) out-patient procedure at the hospital, performed on such individuals or (iii) home care (the need for which is verified by the physician) immediately following and associated with (A) hospitalization of such individuals or (B) out-patient surgery at the hospital performed on such individuals. Absence for immediate family illness leave purposes shall be without loss of pay and shall not be charged against the employee's accrued days of sick leave. These Immediate Family Illness Leave provisions shall extend to the employee's grandchild, if (i) the employee is the legal guardian of the grandchild or (ii) the employee is the primary caregiver for the grandchild and the grandchild regularly resides in the employee's household with no parent of the grandchild regularly residing in such household.

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SECTION 3—MATERNITY LEAVE

Paid sick leave benefits for maternity to the extent of an employee's accumulated earned sick leave shall be paid only during the time of medical confinement, which shall be the time medically established for termination and recommencement of duties as hereinafter provided.

SECTION 4—PERSONAL LEAVE

- (a) All employees shall be granted paid, personal leave at the rate of one (1) day during each school year, except that newly employed personnel will receive two (2) days of personal leave during the first school year of employment (prorated, if less than twelve (12) full months of employment as of June 30). Unused personal leave days shall be accumulated from year to year to a maximum of five (5) days. After five (5) days have accumulated, accrued personal leave days thereafter will be added to the employee's accumulated sick leave days, provided that the total number of accrued sick leave days shall not exceed the employee's maximum accrual set forth in paragraphs 1(a) through (c) above.
- (b) Personal leave is to be used primarily for the purpose of transacting necessary business which cannot be conducted during non-school hours or non-school days. Personal leave shall be at the discretion of the employee but in order to assure adequate staffing, any employee desiring personal leave shall submit a request for the same in writing to the employee's supervisor (Supervisor, Custodial Supervisor; Supervisor, Maintenance Personnel; or Supervisor, Transportation Mechanics, as the case may be) at least two (2) work days in advance of the requested leave day. In the case of an emergency, permission for such leave may be sought in person or by telephone with the written statement presented to the employee's Supervisor upon the employee's return. Should an unusual number of personal leave requests occur on one day causing a staffing problem, the Supervisor shall have the discretion to grant only those requests for which adequate substitutes may be obtained.
- (c) Except in case of an emergency, no personal leaves shall be granted for: (i) the first ten (10) student contact days and the last ten (10) student contact days each school year; (ii) the day immediately preceding or the day immediately following a holiday; or (iii) for the day immediately preceding the commencement of vacation or the day immediately following the end of a vacation period. Neither shall any personal leave of absence be allowed or recognized during any form of a work stoppage.
- (d) No personal leave of absence without pay shall be granted for any purpose unless the employee can establish to the satisfaction of his supervisor that an emergency exists which requires the employee's absence from work, in which event, the supervisor, in his discretion, may grant such leave dependent upon the availability of a substitute.

SECTION 5—JURY DUTY LEAVE

An employee who is called for jury service or for a court appearance under subpoena (excluding cases in which he, the Board or the Union is a party) shall be entitled to jury duty leave on the days on which the employee so serves or is required to appear and he shall receive, for each such

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day of jury service or subpoenaed appearance, the difference between his normal pay for that day and the compensation received for such jury service or court appearance.

SECTION 6—BEREAVEMENT LEAVE

In the case of a death in an employee's immediate family, the employee shall be granted permission to be absent from duty for a period of five (5) days without loss of pay. The employee's "immediate family" is defined as his spouse, child, parent, brother, sister, spouse's parents, spouse's child by a former marriage, and grandchildren.

In the case of the death of a grandparent, grandchild, spouse's brothers and sisters, son-in-law or daughter-in-law, the employee shall be granted permission to be absent from work for two (2) days to permit the employee to attend the relative's funeral. If the funeral is at a location more than one hundred (100) miles distant from Marshalltown, Iowa, time off in excess of two (2) days will be considered in connection with the request for a leave of absence, for personal leave time, or, if the employee qualifies for daily increments of vacation under Section 1(5) of the "Vacation" section, in connection with a request for such incremental vacation.

In the case of the death of the following relatives, the employee shall be granted permission to be absent from work for one (1) day in order to permit the employee to attend the relative's funeral: uncles, aunts, nieces, nephews, and first cousins of the employee and his spouse. If the funeral is at a location more than one hundred (100) miles distant from Marshalltown, Iowa, time off in excess of such one (1) day will be considered in connection with a request for a leave of absence, for personal leave time or, if the employee qualified for daily increments of vacation under Section 1(5) of the "Vacation" section, in connection with a request for such incremental vacation.

Except in the case of an absence in excess of two (2) days with respect to the death of a grandparent or a grandchild and in excess of one (1) day with respect to the death of the more remote relatives referred to in the immediately preceding paragraph, there will be no deduction from pay for bereavement leaves granted under this Section 6.

SECTION 7—ADOPTION LEAVE

- (a) An employee may be granted a paid leave of absence, not to exceed a total of ten (10) consecutive working days, in the case of the employee adopting a child. Such paid leave days shall be charged to the employee's accrued sick leave.
- (b) Application for a leave of absence due to an adoption shall be submitted in writing by the employee as far in advance of the contemplated leave period as possible.

HOURS OF WORK AND OVERTIME

SECTION 1—REGULAR SHIFT HOURS

Except as provided in Section 2 hereof and subject to the rights of the Board at any time to effect changes in scheduled shift hours when operating requirements make it necessary, the regular shift hours shall be as follows:

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- (a) Subject to Section 1(d) of this section, first shift hours for all personnel, other than transportation mechanic personnel and maintenance personnel assigned to the central Buildings & Grounds facility, shall be from 7:00 a.m. to 4:00 p.m. First shift hours in the case of transportation department personnel shall be on a staggered basis among the employees assigned to such duties, as the Board in its discretion may, from time to time, determine, with such hours to be from 7:00 a.m. - 4:00 p.m., 7:30 a.m. - 4:30 p.m. and 8:00 a.m. - 5:00 p.m. First shift hours for maintenance personnel assigned to the central Buildings & Grounds facility shall be from 7:00 a.m. to 3:30 p.m. All personnel assigned to the central Buildings & Grounds facility shall be scheduled for a one-half hour unpaid lunch period; all other personnel shall be scheduled for a one (1) hour unpaid lunch period. All personnel shall be scheduled for two (2) fifteen minute paid rest periods, one (1) in the morning and one (1) in the afternoon. Lunch periods and rest periods shall occur at such times as the Board may from time to time designate.
- (b) Second shift hours shall be from 3:15 p.m. to 11:15 p.m. in the elementary school buildings and from 3:30 p.m. to 11:30 p.m. at the junior high/middle schools and at the senior high school with a 20-minute paid lunch period and with one 10-minute paid rest period, such lunch period and rest period to occur at such times as the Board may from time to time designate.
- (c) During the summer, when school is not regularly in session, the first shift hours shall be from 7:00 a.m. to 3:30 p.m., with a 30-minute unpaid lunch period and one (1) 20-minute paid rest period in the morning and one (1) 10-minute paid rest period in the afternoon, such lunch period and rest periods to occur at such times as the Board may from time to time designate.
- (d) The work schedules of certain individual employees and departments may be varied by the Board as operating requirements dictate and the Union will be kept advised of any such variations from the normal schedule.
- (e) All employees will remain at their job sites during rest periods and paid lunch periods and will return to work promptly upon conclusion of such periods.

Nothing in this Section shall be construed as a guarantee of hours of work per day or per week. It will continue to be the policy of the Board to avoid, to the maximum extent consistent with efficient operations, the scheduling of less than forty (40) hours of work (inclusive of paid holidays) per week; and before instituting any such schedule, the Board will consult with the Union as to the need therefor and the probable duration of such schedule, but such a schedule will not continue for more than thirty (30) days duration.

SECTION 2—WEEKEND WORK

- (a) The Board may require employees regularly assigned to a building to perform Sunday building checks and such employees will be compensated at a minimum of one (1) hour for all but buildings with pools and two (2) hours for buildings with pools, but only when pools are in operation.

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- (b) The Board may assign building checks on Saturdays and holidays as a part of an employee's regularly assigned work and compensate him at his regular rate of pay for work done on Saturdays and holidays, irrespective of the number of buildings checked.
- (c) The Board may also assign Saturday and holiday building checks to any other employees by giving twenty-four (24) hours advance notice and in this event, he will be paid for the time actually spent at his regular rate of pay (or at time and one-half plus holiday pay pursuant to Section 1 of "Holidays" if the work is performed on a holiday).
- (d) Employees required to perform building checks on Saturday will not be required, against their will, to take compensating time off during the week.
- (e) Employees assigned to holiday or weekend building checks who are not able to carry out those responsibilities must notify the supervisor not later than 9:00 a.m. on the last workday preceding the holiday or weekend and the supervisor shall be responsible for assigning a substitute.
- (f) The two-hour minimum call back pay (Section 5 of this section) does not apply to weekend and holiday building checks.
- (g) In those situations where second-shift employees are performing work on Saturday on a rotational basis as a part of their regularly assigned responsibilities, such employees, subject to the provisions of this subsection, may notify the Supervisor, Custodial Personnel, not later than one (1) week prior to the commencement of school in the fall, that such employees have elected not to work the split shift on Friday and Saturday and to work instead a full eight (8) hour shift on Saturday, provided that all such employees assigned to the same building elect to follow such Saturday work schedule. Once such work schedule is adopted, there shall be no change in the same without at least one (1) week notice to and approval of the Supervisor, Custodial Personnel.

SECTION 3—OVERTIME PAY

If an employee works for more than forty (40) hours in any given work week, the hours worked in excess of forty (40) will be compensated at one and one-half times his or her regular rate of pay.

SECTION 4—DUPLICATION OF OVERTIME PAYMENTS

There shall be no pyramiding or duplication of overtime payments and no employee will be paid more than one (1) overtime premium for the same hours worked.

SECTION 5—SCHEDULING OVERTIME WORK

The Board may schedule overtime work from time to time as it deems necessary and employees will be required to work such scheduled overtime provided they are given notice of the same at least twenty-four (24) hours in advance. Such twenty-four (24) hour advance notice does not apply in the case of emergency overtime, including, but not limited to, snow removal, flooding, storm damage clean-up, vandalism and equipment malfunction. An employee who is called to perform work at a time other than immediately preceding or immediately following his regularly

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scheduled shift shall be provided with a minimum of two (2) hours of work or pay in lieu thereof, but this sentence does not apply to weekend or holiday building checks.

SECTION 6—WORK SCHEDULE

Employees shall prepare at the beginning of each school year (but not later than September 15) in consultation with the building principal and the Supervisor, Custodial Personnel, a work schedule setting forth the general nature of the tasks to be performed by that employee during the course of a normal work day and the time when such tasks are to be performed.

SECTION 7—PART-TIME EMPLOYEES

Part-time employees (i.e. those whose normal work week is for less than forty (40) hours) will participate pro rata with respect to paid holidays, vacations and leaves of absence under that section, but will not participate in any of the group insurance programs.

HOLIDAYS

SECTION 1—OVERTIME PAY FOR HOLIDAYS

Time and one-half shall be paid for all work performed on holidays.

SECTION 2—STRAIGHT TIME PAY FOR HOLIDAYS

Straight time shall be paid for all holidays not worked to all employees who then are on the active regular payroll and who have worked the entire regular scheduled shift on both the last regular scheduled work day before the holiday and on the first regular scheduled work day after the holiday unless excused by the Board because of an authorized leave of absence.

SECTION 3—HOLIDAY DURING VACATION

If a holiday falls during an employee's vacation, the employee may choose to take that paid holiday either on the work day immediately preceding or immediately following the vacation period or on the day the holiday falls, in which event, the employee will receive no additional time off but will receive pay for such holiday.

SECTION 4—HOLIDAY PAY ELIGIBILITY

Employees who have not been on the payroll for thirty (30) calendar days at the time the holiday occurs shall not be entitled to receive any of the benefits under this section, unless the employee was previously employed with the District on the payroll prior to beginning his/her employment under this contract.

SECTION 5—PAID HOLIDAYS

The following nine (10) days will be observed as paid holidays: Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, JR. Day, and four (4) other holidays to be designated by the Board. Such other holidays will normally consist of Friday following Thanksgiving, Christmas Eve Day, Good Friday, and Memorial Day, but if any of such days, as a result of school scheduling, is not observed as a paid holiday, an alternate day shall be selected.

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VACATIONS

SECTION 1—VACATION YEAR

The "vacation year" which shall be used in computing the amount of vacation time and payment shall be from July 1 to June 30, both inclusive, of each year. An employee's vacation entitlement will be based upon his length of service as of June 30 of each year, which vacation shall then be taken during that June or during July or August immediately following. Eligibility for and entitlement to vacation will be based upon the provisions of Section 2 and Sections 4(a) and (b) of this section. The following rules shall govern the scheduling of vacations:

- (1) Subject to the final right of the Board at all times to schedule vacations in order to insure the continued and efficient operation of all departments, the Board will schedule vacations so as to give first preference in each department to the most senior employees, provided their requests for vacation are submitted in writing not later than May 1 of each year. All requests for vacations received thereafter shall be honored solely on the basis of the order in which submitted to the Supervisor. In any event, requests for vacations must be submitted in writing at least two weeks in advance of the period during which the vacation is to be taken.
- (2) All vacations for employees (whether custodial or maintenance) assigned to a building must be taken during the contract year. Scheduling of vacations are subject to the following restrictions: (i) a maximum of five (5) employees may take one (1) week of vacation time off any time during the school year but not more than one (1) employee per building can be gone at any one time; (ii) up to five (5) employees may take one (1) week of vacation time off during the school Christmas vacation shutdown, but no more than one (1) employee per building can be gone at any one time; (iii) up to five (5) employees may take one (1) week of vacation time off during the school spring break, but no more than one (1) employee per building can be gone at any one time.
- (3) All vacation times must be approved by the appropriate Supervisor at least two (2) weeks in advance of the period in which the vacation is to be taken.
- (4) Vacations must be taken in minimum periods of at least one (1) week's duration; provided, however, that employees who qualify under Section 1(5) hereof for daily increments of vacation can take up to a maximum of five (5) days of vacation on a daily incremental basis.
- (5) (a) Subject to the last sentence of this subsection, custodial employees entitled to more than two (2) weeks of vacation may take up to a maximum of five (5) days of vacation in increments of not less than a full continuous shift and have such time off applied as vacation time under the following conditions: The employee must obtain approval of such vacation arrangement from his Supervisor as far in advance as possible, but such approval must be obtained no later than five (5) working days in advance of the shift on which vacation is to be applied; provided, however, that in the event of an emergency such approval must be obtained not later than two (2) hours prior to the start of the shift

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on which vacation is to be applied. Time taken off without the prior approval of the Supervisor as provided above may not be counted as vacation time. At the employee's request, the District will attempt to schedule vacation time off for employees who qualify under this subsection in minimum increments of one-half shifts (rather than full shifts).

(b) Subject to the last sentence of this subsection, all employees other than Custodial employees referred to in Paragraph (5)(a) above may take vacation time off in daily increments of not less than a full continuous shift (eight hours) under the following conditions: The employee must obtain approval of such vacation arrangement from the Director of Buildings and Grounds or the Director of Transportation as far in advance as possible, but such approval must be obtained no later than five (5) working days in advance of the shift on which the vacation is to be applied; provided, however, that in the event of an emergency such approval must be obtained no later than two (2) hours prior to the start of the shift on which vacation is to be applied and provided further that no more than three employees may be gone on daily or half daily increments of vacation at the same time. Time taken off without the prior approval of the Director of Buildings and Grounds or the Director of Transportation, as the case may be, may not be counted as vacation time. At the employee's request, the District will attempt to schedule vacation time off for employees who qualify under this subsection in minimum increments of one-half shifts (rather than full shifts).

(6) Employees with three (3) or more weeks of vacation accrual may utilize up to five (5) days of vacation time off during non-student attendance days of school throughout the school year as long as such vacation usage does not affect the operational efficiency of the District.

SECTION 2—VACATION PAY ELIGIBILITY

- (a) To be eligible for full vacation pay, an employee must have been compensated for 2,040 hours during the twelve-month period immediately preceding July 1 of each year. If an employee has been compensated for less than 2,040 hours during such twelve-month period, his vacation pay entitlement and vacation time off shall be determined by dividing the total hours for which compensated during such twelve-month period by 2,040 hours and multiplying that result times the number of hours of vacation to which the employee is entitled under Section 4(a) hereof.
- (b) An employee who, because of injury or illness covered by a doctor's excuse, is not compensated for at least 2,040 hours during the twelve-month period immediately preceding July 1 of each year, but who is compensated for at least 2,000 hours during such period will be entitled to receive full vacation pay and his vacation entitlement if he is compensated for less than 2,000 hours will be prorated as described in Section 2(a) above, but using 2,000 hours as the denominator rather than 2,040.
- (c) Pro-rata vacation time off under Sections 2(a) or 2(b) above will be calculated to the nearest full eight-hour work day.

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- (d) Any time lost from work because of worker's compensation claim will, for the purposes of this Section 2, be counted as time actually worked and hours actually compensated for the purpose of determining entitlement to vacation pay.

SECTION 3—VACATION YEAR

Subject to the provisions of Section 1(2) of this section, vacations earned as of July 1 must be taken during the twelve-month period commencing as of that July 1 and cannot be accumulated from one year to the next. Employees who are entitled to more than two weeks of vacation may, at their option and with the Board's consent, receive pay, calculated in accordance with Section 4(b) of this section, in lieu of time off for any vacation entitlement in excess of two weeks.

SECTION 4—VACATION HOURS SCHEDULE

Paid vacation will be granted in accordance with the following schedule to employees who are on the payroll and have at least eight (8) months of continuous service with the Board as of midnight June 30 of the year in which the vacation is to be taken.

Length of Continuous Service as of Midnight June 30	Hours of Vacation Pay
8 months but less than 1 year, 8 months	40 hours
1 year, 8 months but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 20 years	160 hours
20 years and over	200 hours

Employees with fewer than eight (8) months of continuous service as of June 1, 1988 or as of June 1, 1989, as the case may be, will be entitled to vacation in June, July or August of such year in accordance with the following:

Length of Continuous Service as of Midnight June 30	Hours of Vacation Pay
At least 7 months	30 hours
5 - 7 months	20 hours
3 - 5 months	15 hours
2 - 3 months	10 hours
Less than 2 months	None

An employee's full vacation pay will be calculated by multiplying the number of hours of vacation pay to which he is entitled under (a) of this Section as modified by Section 2 of this section by the employee's full hourly rate of pay in effect at the time the vacation is taken. An employee who "cashes in" his excess vacation hours under Section 3 with the Board's consent

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will be compensated for such time at his rate of pay in effect as of the immediately preceding June 30.

MISCELLANEOUS

SECTION 1—SCHOOL ACCESS

The representative of the Union shall be permitted access to school property during working hours for the purpose of checking on working conditions and ascertaining that the Agreement is being adhered to; provided, however, that there is no interference with or disruption of the duties and activities of employees or the operation of the schools and school programs; and provided further that a representative must first request and receive permission from the appropriate supervisor and from the principal of any school building where such visitation is to take place.

SECTION 2—BULLETIN BOARDS

The Board will continue to make available the existing bulletin boards in the custodians' area in each building, which bulletin boards may be used for the purpose of posting notices of Union meetings, of the results of Union elections, and of other official Union business. The notice must, prior to posting, be submitted to the appropriate supervisor for approval and each notice shall be signed by an official of the Union. There shall be no posting of any advertisement or political matter on the bulletin boards or elsewhere on school property.

SECTION 3—COMPENSATION FOR LICENSES AND PERMITS

The Board shall pay for all licenses or permits for employees that are required by state law or local ordinance including commercial drivers' licenses, plumber's permits and electrician's permits.