

AGREEMENT

2022-2025

THIS AGREEMENT IS ENTERED INTO 14 MARCH, 2022,

BY AND BETWEEN

THE BOARD OF TRUSTEES,

ELEMENTARY SCHOOL DISTRICT #9 AND HIGH

SCHOOL DISTRICT #9B, POPLAR, MONTANA,

HEREINAFTER CALLED THE "BOARD," AND THE

**POPLAR EDUCATION SUPPORT STAFF
ORGANIZATION,**

**THE Montana Federation of Public Employees
(MFPE), AND THE NEA,**

HEREINAFTER CALLED THE "ASSOCIATION."

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ARTICLE I RECOGNITION

1.1 ASSOCIATION RECOGNITION

The Board hereby recognized the Poplar Education Support Staff (PESSO) as the exclusive representative for collective bargaining with respect to wages, hours, fringe benefits and other conditions of employment for all employees in the appropriate unit.

1.2 APPROPRIATE UNIT DEFINITION

The appropriate unit consists of all custodial staff exclusive of supervisors, substitutes and temporary employees. (By way of definition, temporary means someone hired to work for the District for less than 90 consecutive days in one (1) school year (July 1-June 30) and/or summer workers defined as persons who start work during the period after the last PIR day of the school year and working no longer than the first PIR day of the next school year.)

1.3 EMPLOYEE DEFINITION

Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement shall refer to all employees in the appropriate unit as above defined.

ARTICLE II ASSOCIATION RIGHTS

2.1 RIGHT TO ORGANIZE

The Board agrees the individual employees shall have full freedom of association, self-organization, and the designation of representatives of their own choosing, to negotiate the terms and conditions of their employment, and that they shall be free from interference, restraint or coercion by the Board, or its agents, or the Association in the designation of such representatives or in self-organization.

2.2 ASSOCIATION BUSINESS

Representatives of the Association and its affiliates will be permitted to transact Association business on school property, provided that this shall not disrupt normal operations. The Association will be allowed to use school buildings for meetings, to communicate and receive communications, to use available bulletin boards, and to use typewriters and copiers when not otherwise in use.

2.3 ASSOCIATION LEAVE

At the beginning of every school year, the Association will be credited with three (3) days to be used by employees who are officers or agents of the Association, such use, with pay, to be at the discretion of the Association. The Superintendent will be notified no less than 24 hours prior to the commencement of such leave.

ARTICLE III DUES AND FEES: PAYROLL DEDUCTIONS

3.1 DUES DEDUCTION AUTHORIZED

The Board agrees to deduct in equal installments from the salaries of all employees such monies for annual membership in the Association, (National Education Association, Montana Federation of Public Employees and Poplar Education Support Staff Organization) as said employees individually authorize the Board to deduct as provided by law. Deductions for employees who submit their authorizations to the Board after October 1 shall be prorated so that the full amount authorized is deducted, in equal payments by the end of the membership year.

3.2 NOTIFICATION AND TRANSMITTAL OF MONIES

1. The Association will certify to the Board, in writing, the current rate of annual membership dues.
2. By October 1 of each year, the Board will provide the Montana Federation of Public Employees with a listing of those employees who have authorized the Board to deduct dues for membership in the Association. The Board will notify MFPE promptly of any changes in the list.
3. All schedules and fees, together with records of any corrections or changes, shall be transmitted to the appropriate office of the Poplar Education Support Staff Organization.

3.3 OTHER PAYROLL DEDUCTIONS

Upon written authorization from the employee, The Board shall deduct from the salary of any employees and make appropriate remittance for annuities, insurance of any other plans or programs approved by the District.

ARTICLE IV EMPLOYEE RIGHTS

4.1 ASSOCIATION ACTIVITIES

The Board will not discriminate against any employee with respect to wages, hour, fringe benefits or other conditions of employment because of his or her membership in the Association or participation in any of its activities.

4.2 EMPLOYEE SAFETY AND WELL-BEING

Employees will not be required to perform any duty or act which threatens anyone's physical safety or well-being. First aid kits will be supplied in each building. Hard hats and safety goggles will be available where they are appropriate.

The District shall annually conduct safety trainings for all employees to assist them in performing their daily work in a manner that avoids injury.

The District shall conduct any additional training as needed.

4.3 PERSONAL LIFE

The personal life of any employee is not an appropriate concern of the Board as long as it does not affect his/her job.

4.4 APPEARANCE BEFORE EMPLOYER

An employee shall be afforded all the rights of due process. The employee, at the employee's request, shall have the right to have present an Association representative at an investigative meeting at which the employee reasonably could believe may result in disciplinary action.

4.5 JUST CAUSE

The Board will follow a policy of progressive discipline as it relates to job performance. Progressive discipline is defined as:

LEVEL 1 Written Warning

LEVEL 2 Written Reprimand/suspension without pay, two (2) weeks maximum, no minimum.

LEVEL 3 Written Reprimand/suspension without pay, recommendation for termination at next regularly scheduled Board Meeting.

A suspension with pay is appropriate only during an investigation before guilt is established. However, in cases including but not limited to the following, termination may be immediate: Insubordination, theft, misconduct involving students or violation of school board policy.

4.6 UNIFORM APPLICATION OF RULES AND REGULATIONS

All rules and regulations governing employee activities and conduct shall be uniformly applied throughout the District.

4.7 STATE AND FEDERAL RIGHTS

Nothing contained herein shall be construed to deny or to restrict an employee such rights as they have under the laws of Montana and the United States or other applicable laws, decisions and regulations.

4.8 BOARD POLICY BOOKS

Bargaining Unit Members will be provided with School District policy handbooks. Updates and changes will be provided as they occur.

ARTICLE V GRIEVANCE PROCEDURES

5.1 DEFINITIONS

1. A grievance is a claim by an employee that there has been a violation of this agreement or Board policy.
2. A grievant is an employee, or group of employees, or the local Association filing a grievance.
3. Days shall mean calendar days, except as otherwise indicated.

5.2 RIGHTS TO REPRESENTATION

An Association representative at the request of the employee may be present for any meeting, hearing, appeal or other proceeding relating to a grievance. If the Association is not present, the Association will be notified in writing of the disposition of the grievance.

5.3 INDIVIDUAL RIGHTS

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter with the appropriate supervisor and have the problem adjusted without the intervention of the Association, as long as the local Association is notified as to the disposition of the matter and such disposition is consistent with the terms of this Agreement. Exhaustion of the informal complaint procedure is a requisite to invoking the formal grievance procedure.

5.4 PROCEDURES

STEP I. Immediate Supervisor

The grievant shall within twenty-one (21) days of the occurrence or knowledge of the act or condition which is the basis of the complaint, present the grievance in writing, to the immediately involved supervisor.

The grievance shall be written on the appropriate grievance form (Appendix C) and shall include a statement of the grievance, which article(s) are in dispute, and the requested remedy. If the grievance is of a repeat or recurrent nature, the remedy of the grievance shall only extend back 60 days from the date the grievance was filed.

The immediate supervisor will arrange for a meeting with the grievant to take place within ten (10) days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written answer to the grievance within ten (10) days after the meeting.

STEP II. Superintendent

If the grievant or the Association is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within ten (10) days after presentation of the grievance, then the grievance within ten (10) days, may be referred to the Superintendent or the Superintendent's designee. The Superintendent shall arrange for a hearing with the grievant to take place within ten (10) days after receipt of the appeal. Upon conclusion of the hearing, the Superintendent will have ten (10) days to provide the grievant and the Association with a written decision.

STEP III. School Board

If the grievant or the Association is not satisfied with the disposition of the grievance at Step II, or if no decision has been rendered within ten (10) days after presentation of the grievance, then the grievance within seven (7) days may be referred to the Board of Trustees. The chairman of the Board shall arrange for a hearing with the grievant to take place at the next regularly scheduled meeting. Upon conclusion of the hearing, the Board will have fourteen (14) days to provide the grievant and the Association with a written decision.

STEP IV. Binding Arbitration

If the association is not satisfied with the disposition of the grievance at Step III, or if no disposition has been made within the time period provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within ten (10) days after it has received the decision at Step III.

After notice of submission to arbitration, the Association shall request from the Montana Board of Personnel Appeals, a list of qualified arbitrators. Within fourteen (14) days of receipt, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator.

The arbitrator shall not consider any argument or evidence that the grievant, Exclusive Representative or School Board did not submit to the other side seven (7) days before arbitration.

The arbitrator shall consider the grievance and render a decision within sixty days (60) of the hearing or final submission of briefs, whichever is later. The arbitrator's decision shall be final and binding upon the parties.

Costs associated with binding arbitration shall be shared equally by the Poplar Education Support Staff Association and the School District. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs for the transcript. If both parties request transcripts, they shall share equally the cost.

5.5 ELECTION OF REMEDIES

Pursuant to 39-31-306 (5), the Aggrieved party may have the grievance resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the Association waive any right to pursue against the District an action or complaint that seeks the same remedy. If a grievant or the Association files a complaint or other action against the District, arbitration seeking the same remedy may not be filed or pursued under this Article.

5.6 NO REPRISALS

No reprisals of any kind will be taken by the Board or the School Administration or the Association against any person because of participation in this grievance procedure.

5.7 COOPERATION OF EMPLOYER

The District will make available unprivileged information to the Association as is needed and requested for the processing of any grievance.

ARTICLE VI EMPLOYEE EVALUATION & TERMINATION

6.1 EVALUATION

A system of evaluation will be established which will recognize employee seniority, skills, industry and general contributions to the system. Evaluations will be the major responsibility of the Building Grounds Supervisor. The evaluation instruments will be presented to the Association prior to July 1st of every year.

6.2 PRIOR NOTICE OF EVALUATION

All employees shall, within the first month of initial employment, be advised as to the evaluative procedures which are provided for by this agreement.

6.3 CONDITIONS OF EVALUATION

All monitoring or observation of the employee's activities shall be conducted openly and with the employee's full knowledge and awareness.

6.4 NUMBER OF EVALUATIONS

1. An employee shall be evaluated twice during the first ninety (90) calendar days of employment.
2. If the evaluator finds that the employee's performance has not been acceptable, the areas of deficiency shall be explained in writing. Identification of the ways the employee is to improve, and the assistance which shall be given will also be explained in writing.

6.5 POST EVALUATION CONFERENCE

All evaluations shall be reduced to writing and shall be followed within ten (10) days by a conference between the evaluator and the employee in order for questions arising from the observation discussed. At such a conference the employee will be provided a copy of the evaluation report.

6.6 NOTICE OF REPLIES TO REPORTS

1. Prior to any evaluation being placed in an employee's personnel file, the employee shall be provided with a copy of the evaluation.
2. After receiving any evaluation, an employee may submit signed comment regarding the report which shall be attached to the report in that employee's personnel file and considered with the report within ten (10) calendar days.
3. Any complaint regarding an employee which may be used in evaluating an employee shall be investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint.
4. NO material derogatory to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to read the material and respond accordingly.

No derogatory material other than that contained in evaluations and documents supporting comments in the evaluations shall remain in the file for more than five (5) years. Employees will be given copies of any such supporting documentation at the time for the post evaluation conference and will have any opportunity for rebuttal.

5. Nothing in this article shall prohibit the School District from reporting complaints to the sheriff's office, county attorney's office and/or social welfare office and following the instructions of those agencies.

6.7 OPEN PERSONNEL FILES

Each employee shall have the right to review the contents of his/her personnel file. All items relating to an individual employee shall be kept in a single official file. A representative of the Association, at the employee's request may accompany the employee in this review.

6.8 TERMINATION

Prerequisite to the termination of a permanent employee's service the following will be observed:

1. The employee will have been fairly evaluated in accordance with Article VI.
2. Deficiencies will have been explained in writing and an opportunity for improvement will have been provided.
3. The employee will be notified in writing prior to the meeting at which termination will be considered by the Board of Trustees.

4. For the purposes of this article, a permanent employee is defined as an employee who has successfully completed a ninety (90) working day probationary period.
5. Nothing in this Article shall prevent the Board from terminating an employee for just cause in accordance with Article 4.5.

ARTICLE VII ASSIGNMENTS AND TRANSFERS

7.1 The Board will make those assignments and transfers that will best serve the needs of the District. However, the District shall notify employees of job openings and will consider the employee's seniority in making any hiring and/or transfer decision.

ARTICLE VIII LAYOFFS

8.1 CONDITIONS OF LAYOFF

Employees may be laid off when their positions are eliminated.

The Board agrees not to subcontract work out of the bargaining unit during the term of this contract unless the schedule for such work cannot be met within the time available for completion of such work.

8.2 NOTIFICATION OF LAYOFF

The Board shall lay off employees on the basis of the following criteria: job related skills, written evaluation and seniority. The Board shall notify the Association and affected employees of proposed layoffs at least thirty (30) days prior to implementation.

8.3 SENIORITY LIST

Seniority will be computed from the employee's date of last hire in the bargaining unit. Seniority will continue to accrue during all approved leaves. By September 1 of each school year, the Superintendent will provide the Association with a list showing the seniority of each employee in the unit and promptly notify the Association of any changes in the list.

8.4 RECALL

1. Recall rights shall exist for 12 months from the last day of work.
2. In the event a custodial position becomes available, it will be offered to those custodial employees on layoff status in reverse order of layoff.
3. Notice of recall will be made by certified mail to the employees' last known address. It shall be the responsibility of each custodian to notify the Board of any changes of address. The custodian's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recalls or other notices to the custodian. If delivery of the notice of recall is not accepted within ten (10) working days of the date that such notice is sent, it shall result in forfeiture on the part of the custodian to any further rights to recall.

ARTICLE IX FRINGE BENEFITS

9.1 HEALTH INSURANCE

A comprehensive major medical insurance program will be provided by the Board for employees and their dependents. For the 2022-2025 school year(s) the District shall contribute towards the HDHP \$5,000/\$10,000 rate at an amount that results in an out of pocket contribution of \$75 per month for the employee. Employees shall not pay any more than \$75 per month until the parties bargain a different rate.

Annually, for qualified employees, the District shall contribute into a Health Reimbursement Account \$6100.

The School District agrees to pay in for the \$10,000.00 life insurance policy.

The District will contribute to only one policy in situations where one employee is entitled to coverage under the terms of a policy issued to another employee.

9.2 CARRIERS

If the District is going to change insurance carriers, they will notify the Association and receive their input before the change occurs.

9.3 CONTINUITY OF COVERAGE

All insurance coverage under this article shall remain in full force during the life of the Agreement and until the effective days of

a ratified successor agreement. In the event of a work stoppage or strike by the Association, the cost of the insurance premium shall be paid by the employee. The employee shall pay the premium to the District by the first calendar day of each month, and the District shall pay the insurance company. Failure by the employee to pay the premium to the District may result in the employee losing his/her insurance coverage.

9.4 RETIREE BENEFITS

Retired employees shall be eligible to continue participation in the Board's group insurance program but shall pay the entire premiums for such coverage commencing with the date of retirement. It shall be the responsibility of said employee to make appropriate arrangements with the District business office to pay the School District the monthly premiums in advance of premium due dates.

ARTICLE X EMPLOYEE BENEFITS

10.1 SICK LEAVE

All employees shall be provided sick leave at full salary according to 2-18-618 MCA and the following guidelines:

1. Employees may use sick leave for: personal illness or disability, injury, medical disability, maternity related disability, quarantine for communicable disease, medical appointments of treatment, or care of a family member as a result of the above. Unused days of leave each year will be allowed to accumulate without limit. Immediate family shall include spouse, children, parents and grandchildren with a serious health condition for which the employee is needed to provide care, or custodial grandchildren.
2. Sick leave may be used for absences necessitated by pregnancy, miscarriage, childbirth and recovery there from.
3. Upon termination of employment, employees shall receive a lump sum payment equal to one-fourth of all days of accumulated and unused sick leave at their daily rate of pay.
4. Absence due to injury in the course of employment shall be charged to an employee's sick leave days.
5. Employees shall be given a written accounting of accumulated sick leave days by September 15th of each year.

10.2 BEREAVEMENT LEAVE

Three (3) days at full salary will be allowed to each employee for each death in his/her immediate family. Said leave shall be paid by the District. Any additional bereavement shall be deducted from the employee's accumulated sick leave and shall be at the determination of the Administration. Immediate family for bereavement leave shall include spouse, children, parents, siblings, grandchildren, and spouse's parents.

10.3 LEAVE FOR CIVIC DUTIES

Employee shall be granted leave for jury duty and service as witness as provided by State Law 2-19-619 MCA.

10.4 PERSONAL LEAVE

Each employee shall be granted leave at full pay for personal reasons which require his/her absence during working hours. Such leave shall be deducted from accumulated annual vacation leave. Barring emergency situations, forty-eight (48) hours' notice is required.

10.5 FAMILY AND MEDICAL LEAVE ACT

Family Medical Leave shall run concurrent with other applicable leaves.

10.6 ANNUAL VACATION LEAVE

1. In accordance with 2-18-611 and 2-18-612 MCA, each permanent full-time employee is entitled to and shall earn paid annual vacation leave credits from the first day of employment.
2. Annual vacation leave may be accumulated up to a total not to exceed two (2) times the earned annual rate of the last day of any calendar year.
3. Vacation time may be taken as earned. Use of vacation time during critical cleaning times, (such as Christmas break) may be denied at the discretion of the Building & Grounds Supervisor, in his/her absence, the Superintendent of Schools.
4. Unused earned vacation leave shall be paid to the employee at his/her regular rate of pay at the time of separation from service.
5. In the event of death of an employee, unused vacation leave shall be paid to the employee's heir at his/her regular rate of pay.
6. Holidays occurring while an employee is on paid vacation will not be charged as vacation.
7. A period of absence from employment with the state, county, or city occurring either during a war involving the United States or in any other national emergency and for ninety (90) days thereafter for one of the reasons below is considered as service for the purpose of determining the number of years of employment used in calculating vacation leave credits under this section.

- a. Having been ordered on active duty with the Armed Forces of the United States.
- b. Voluntary service on active duty in the Armed Forces or on ships operated by or for the United States Government; or
- c. Direct assignment to the United States Department of Defense of duties relating to national defense efforts if a leave of absence has been granted by the employer.

ARTICLE XI WORK LOADS & CONDITIONS

11.1 WORKDAY

Except as otherwise provided in this Agreement, the workday shall consist of eight (8) hours in a twenty-four-hour period. In addition, each employee shall receive one 15-minute rest period during the first and last four hours on an eight-hour shift.

Exception or changes to established work schedules shall be made by mutual agreement between the employee and the appropriate supervisor.

11.2 WORK WEEK

Except as otherwise provided in this agreement, the work week for full-time employees shall consist of forty (40) hours with two (2) consecutive days off in each seven (7) days. So far as possible, the days of rest will be Saturday and Sunday. The days of rest may be adapted to meet work schedules.

11.3 WORK RULES

Each employee will be furnished a copy of all work rules.

11.4 SUBSTITUTING

Bargaining Unit members shall receive consideration for substitute work if such an assignment does not result in an entitlement to overtime pay.

11.5 PROFESSIONAL DEVELOPMENT

The District shall provide up to an additional eight (8) hours of Professional Development for job-related functions.

ARTICLE XII HOLIDAYS

12.1 Employees shall receive the following paid holidays:

Independence Day	Labor Day	Thanksgiving Day
Christmas Day	New Year's Day	Memorial Day

Employees shall receive the following paid days off:

Day after Thanksgiving	Good Friday
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12.2 Employees shall receive any additional paid holidays declared by the Superintendent of Schools for employees.

12.3 If a holiday falls on a Saturday, the preceding Friday will be considered the holiday. If the legal holiday falls on a Sunday, the following Monday will be considered the holiday.

12.4 On Christmas Eve Day, employees shall receive eight (8) hours pay for four (4) hours worked.

12.5 Employees will receive one (1) Floating Holiday to be used at the employee's discretion, given that the employee has properly informed the Maintenance Director forty-eight (48) hours prior to use of the Floating Holiday.

ARTICLE XIII COMPENSATION

13.1 COMPENSATION

1. Custodial I shall be paid on the following scale: SY23 \$14.71, SY24 \$15.15, SY25 \$15.60

The longevity is still in place with a \$.15 cent raise for each year of service as noted in the attached wage and longevity schedule. (Appendix D) Also for the (Summer) Custodial employees \$.50 cents raise if they are doing Maintenance work instead of cleaning.

2. Custodian II Maintenance shall be paid on the following scale: SY23 \$16.64, SY24 \$17.14, SY25 \$17.65

The longevity is still in place with a \$.20 cent raise for each year of service as noted in the attached wage and longevity schedule. (Appendix D)

Shift Differential: All hours worked after 8:00 p.m., will receive an additional \$.15 per hour for each hour worked after 8:00 p.m.

3. Custodian III shall be paid on the following scale: SY23 \$20.58, SY24 \$21.20, SY23 \$21.84.

The longevity is still in place with a \$.25 cent raise for each year of service as noted in the attached wage and longevity schedule. (Appendix D)

Job descriptions for Custodian I, Custodian II Maintenance and Custodian III employees are a part of this agreement and attached as Appendix A.

1. Two payroll checks shall be issued on the fifth (5th) and twentieth (20th) day each month unless the 5th and the 20th fall on a weekend or holiday in which case, payment will be made on the last preceding workday.
2. If an employee is to be gone during a pay period, he/she can make arrangements in writing to do one of the following:
 - a. Have the check deposited directly into his/her checking account.
 - b. Leave a forwarding address
 - c. Leave a note authorizing another person to pick up the check.

13.2 OVERTIME

1. Employees requested to work in excess of forty (40) hours in any week will be compensated at the rate of one and one-half (1-1/2) times their normal rate of pay for the additional time worked. The employee has no right to work overtime.
2. Employees will not be required to suspend work during their regular hours to absorb overtime, except upon mutual agreement between the supervisor and the employee.
3. When computing overtime, only time worked will be used.
4. When required to work on holidays, employees shall be paid at two (2) times their regular rate of pay.
5. CALL OUT - In the event that the employer calls back an employee before the start of the employee's scheduled normal workday, or after completion of the employee's scheduled normal workday, or on a scheduled day off, or for boiler checks, the employee shall be paid for a minimum of two (2) hours at the time and one-half (1-1/2) rate, unless the call occurs on a Sunday, holiday or a paid day off as described in Article 12.1, then the employee shall be paid at two (2) times his/her normal rate of pay. Overtime shall be paid in one and one-half (1-1/2) hour increments.
30 minutes = 1/2 hour
31 - 60 minutes = hour

The two (2) hour minimum call out pay could be deleted if travel time to and from the job site is included in the time worked.

The Board and Association recognize that the weekend security checks shall take a minimum of one (1) hour to complete.

13.3 TIMECARDS

Each employee records daily the hours worked and submit his/her timecard to his supervisor for certification.

13.4 CLOTHING AND EQUIPMENT

The District will provide a maximum of one pair of steel toed shoes per school year. These shoes shall be worn at all times unless express written permission from the appropriate supervisor waives this requirement to wear these shoes.

13.5 Signing Bonus

New Full-time Hires who have never worked for the District as a Custodian will be offered a signing bonus of \$1,000, 20% to be paid with the first paycheck, 20% with first paycheck after satisfying the probationary period, and 60% with first paycheck following the first anniversary date of first day worked.

Employees are limited to one signing bonus in a lifetime within the PESSO unit.

ARTICLE XIV JOINT COMMITTEE

14.1 A joint Association Administration Committee shall be established to review matters of mutual concern. This committee shall consist of representatives of the Association and representatives of the Administration.

14.2 The committee will meet at the request of either party at a time and place mutually agreeable.

14.3 Each party must submit its agenda to the other party at least forty-eight (48) hours in advance of the scheduled meeting.

14.4 The position of Chairperson shall alternate between the parties.

14.5 The disposition of matters covered in Committee meetings shall not contradict, add to, or otherwise modify the terms of the Agreement.

ARTICLE XV EFFECT OF AGREEMENT

15.1 CHANGES IN AGREEMENT

During its term, this agreement may be modified only through the voluntary, mutual consent of the parties in written and signed amendment to this agreement.

15.2 COMPLIANCE OF INDIVIDUAL CONTRACT

Any individual contract between the Board and an employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

15.3 SAVINGS CLAUSE

If any provision of the Agreement or any application thereof to any employee is finally held to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect.

15.5 NON-DISCRIMINATION CLAUSE

The provision of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status.

15.6 DUPLICATION AND DISTRIBUTION

The provisions of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. Copies shall be presented to all employees now employed. The Association shall be provided one copy of this Agreement.

ARTICLE XVI DURATION OF AGREEMENT

16.1 EFFECTIVE DATE

This Agreement shall be effective as of 7/01/2022 and shall continue in full force and effect until 06/30/2025.

16.2 RENEWAL AND REOPENING OF AGREEMENT

THIS AGREEMENT IS SIGNED THE 14th DAY OF JUNE 2022.

FOR THE ASSOCIATION:

FOR THE BOARD OF TRUSTEES
POPLAR SCHOOL DISTRICT 9&9B

Jerome J. Taflan
PESSO PRESIDENT

[Signature]
BOARD CHAIR

Eric Sherrin
PESSO SECRETARY

Judy Smith
DISTRICT CLERK

APPENDIX A: POPLAR CUSTODIAL CLASSIFICATIONS

CUSTODIAL WORKER I

DESCRIPTION OF WORK

GENERAL DUTIES:

Performs semi-skilled labor as a custodian. Custodial duty such as checking bathrooms, sweeping, mopping spills, making sure that windows are cleaned, and entries are cleaned and getting water for all buildings, painting, shampoo carpets, cleaning gum off of everything. Empty all garbage, pick up and deliver mail to Administration and all buildings. Setting up and taking down for events. Basic maintenance of equipment, stripping and waxing of floors, change filters, greasing, and similar or dissimilar activities.

SUPERVISION RECEIVED:

Employees will be required to perform duties as prescribed by the buildings and grounds supervisor, building principal, or the Superintendent of Schools provided it does not endanger his/her health.

MINIMUM QUALIFICATIONS

KNOWLEDGE:

Some knowledge of cleaning equipment and supplies

SKILLS:

None

ABILITIES:

Ability to perform moderate physical activity; to operate cleaning equipment; to deal effectively with the public. Heavy Work: Exerting 50-100# of force occasionally, and/or 20-50# of force frequently, and/or 10-20# of force constantly to move objects. Stand, bend, twist, kneel, stoop, crouch and crawl to work on various parts of building structures and systems. The School District may seek a second medical opinion from a School District selected medical provider by paying all medical fees, travel cost and employee's wages for all time related to the medical opinion.

EDUCATION:

Completion of the eighth (8th) grade

EXPERIENCE:

Any combination of education and experience

CUSTODIAL WORKER II

DESCRIPTION OF WORK

GENERAL DUTIES

Performs skilled manual labor as a custodian and general maintenance.

SUPERVISION RECEIVED:

Employee will be required to perform duties as prescribed by the building and grounds supervisor, building principal, or the Superintendent of Schools. The building principals and the Superintendent will follow chain of command with their request.

**MINIMUM QUALIFICATIONS
KNOWLEDGE:**

Working knowledge of cleaning equipment, supplies, cleaning techniques and general maintenance.

SKILLS:

Basic electrical, plumbing, painting, carpentry. Clean clogged drains with hand tools, unclog toilets, hanging pictures, smart board, marking boards, black boards, change phones, outside building repairs, keep items confidential, clean up after all work orders, general cleaning, other similar or dissimilar tasks as directed. And any work covered by Custodial I.

ABILITIES:

Ability to perform moderate physical activity, operating, cleaning and power equipment, deal effectively with the public. Heavy Work: Exerting 50-100# of force occasionally, and/or 20-50# of force frequently, and/or 10-20# of force constantly to move objects. Stand, bend, twist, kneel, stoop, crouch and crawl to work on various parts of building structures and systems. The School District may seek a second medical opinion from a School District selected medical provider by paying all medical fees, travel cost and employee's wages for all time related to the medical opinion.

EDUCATION: Completion of eighth grade (8th). (High School preferred)
EXPERIENCE: Two (2) years of experience in custodial work, or any equivalent combination of education and experience.

CUSTODIAL WORKER III DESCRIPTION OF WORK

Building maintenance workers keep buildings and/or grounds in good shape. May at times, lead workers, work with crews, work in all phases of repair, maintenance of equipment, structures, welding, utilities, systems and/or grounds. They do advanced repair plumbing, electric fixtures, machinery and the structure of buildings and/or grounds. Heating and Air Conditioning.

GENERAL TYPICAL DUTIES

Custodial III workers use carpentry, electrical, plumbing and/or painting, plastering, welding, heating, air conditioning, motor vehicles, grounds, utilities, operations training, maintenance, masonry skills to keep buildings in good shape, and some of the maintenance that does occur in almost every building. Custodial III does groundwork. When making repairs, workers inspect the structure or equipment. Maintenance work take apart machines and fix them. This may involve cleaning and lubricating parts. It may also require the replacement of worn or broken parts. After making repairs, workers reassemble machines and test them. They may also use machine tools to repair and construct parts. They also operate and repair all grounds equipment. Repair boiler equipment, repair air handlers and HVAC equipment. Rekey locks, repair door locks. Repair or replace pumps or heaters. Trouble shoot, repair HVAC operating equipment, plumbing, electrical, phone systems and work covered by Custodial I and Custodial II. Other similar and dissimilar tasks as specified by the building and maintenance supervisor.

SKILLS

Set up and take down for any activities going on. Do advance repairs and maintenance of mechanical, electrical, plumbing, HVAC and power equipment. Get information needed to do the job. Do routine maintenance. Clean up after any work being done. Will maintain security equipment codes, dialers, and sensors. Must answer all alarm calls.

People in this career perform the following tasks, but the tasks are common to man's occupations.

1. Inspect equipment, structure or materials.
2. Perform activities that use the whole body.
3. Update and use job-related knowledge
4. Handle and move objects
5. Make decisions and solve problems.
6. Organize, plan and prioritize work.

Supervision Received: General Instruction and periodic review from immediate supervisors.

Education Requirements: High School graduation or any equivalent combination of training and experience.

Working Conditions: Are responsible for the health and safety of people who work in buildings and grounds. Have a Low level of social interaction. They discuss repairs with supervisors but spend most of their time alone and/or with a working crew. Like all other jobs the School District may fill or not fill any jobs and/or positions.

Physical Work Conditions: Often wear protective attire such as work gloves, hard hats, leather aprons, back supports, and sturdy boots. May work outdoors repairing foundations and exteriors.

Boiler License; Must possess a Low Pressure Boiler License

Abilities: Use hands to handle all tools, controls, and equipment. using power equipment, buffers, restore floors and/or shampoo carpets. Stand, bend, twist, kneel, stoop, crouch, and crawl to work on various parts of building structures and systems. Heavy Work: Exerting 50-100# of force occasionally, and/or 20-50# of force frequently, and/or 10-20# of force constantly to move objects. The School District may seek a second medical opinion from a School District selected medical provider by paying all medical fees, travel cost and employee's wages for all time related to the medical opinion.

It is important for people of this career to be able to:

1. Make quick, precise adjustments to machine controls

2. Use hands and fingers to grasp, move or assemble very small objects.
3. Quickly and repeatedly bend, stretch, and twist and reach out with the body, arms and legs.
4. Hold the arm and hand in one position for long periods and to lift, push and carry heavy objects.
5. Use muscles to support the body for long periods and to lift, push, pull or carry heavy objects.
6. See differences between colors, shades, and brightness.
7. See details to jump, spring or throw objects.
8. Move arms and legs quickly.
9. Move two (2) or more limbs together while remaining in place.
10. Determine the distance between objects. Hear sounds and recognize the direction they came from and the differences between them.
11. Make fast, simple, repeated movements of fingers, hands, wrists.
12. Keep or regain the body's balance to stay upright when in unstable position.
13. React quickly using hands, fingers or feet. Be physically active for long periods without getting out of breath.

For people in this career to be able to:

1. Choose quickly and correctly among various movements when responding to different signals.
2. Coordinate movement of several body parts of the body such as arms and legs, while the body is moving.
3. See objects in very low and very bright, glaring light.
4. Focus on one source of sound and ignore others.
5. While looking forward, see objects or movements that are off to the side.
6. Recognize and understand the speech of another person.
7. Speak clearly so listeners can understand.
8. Complete confidentiality

Experience Required: Demonstrated successful six (6) years in maintenance, general construction and/or utilities.

Work with things:

Repair machines or system and maintain equipment. Determine when and what kind of upkeep is needed. Determine the tools and equipment needed to do the job.

Work involves moderate exposure to unusual elements, such as extreme temperatures, dirt, dust, fumes, smoke, unpleasant Odors, and/or loud noises. Considerable physical work; heavy lifting, pushing and pulling required of objects up to 100 pounds. Physical work is a primary part (more than 70% of the job). Work environment involves some exposure to hazards or physical risks, which requires the following safety precautions as long as it does not harm his/her health.

APPENDIX B CUSTODIAL EVALUATION

NAME: _____ AREA: _____

JOB DESCRIPTION: _____ DATE: _____

GENERAL GOOD FAIR NEEDS IMPROVEMENT

Personal Appearance

Cooperative Attitude

Classrooms

Floors

Chalkboards

Waste Baskets

General Dusting Sink (Bathrooms)

Other

Entry ways (Outside & Inside) Door glass & glass areas Inside doors and walls Hallway floors

Bathrooms

Storeroom

Light Fixtures

Other:

Specific to Job: _____

Comments: _____

Evaluated By: _____

DATE _____

Signature _____

DATE _____

APPENDIX C

GRIEVANCE REPORT FORM

Aggrieved person _____ Date Filed _____, 202____

School/Work Area _____

1. Date Grievance Occurred _____

2. Brief Statement of the Grievance and Articles Violated:

3. Action Requested or Relief Sought:

(Attach additional sheet if necessary)

Signature of Grievant or Association Rep

DATE _____

HOURLY WAGE AND LONGEVITY SCHEDULE APPENDIX D

Hourly wages increase 4% on each step.

SY23	CLASS	CLASS	CLASS
STEPS	I	II	II
0	\$14.71	\$16.64	\$20.58
1	\$14.87	\$16.87	\$20.86
2	\$15.05	\$17.10	\$21.14
3	\$15.22	\$17.32	\$21.42
4	\$15.38	\$17.54	\$21.70
5	\$15.55	\$17.77	\$21.99
6	\$15.72	\$17.99	\$22.27
7	\$15.89	\$18.22	\$22.55
8	\$16.06	\$18.44	\$22.83
9	\$16.22	\$18.67	\$23.11
10	\$16.39	\$18.90	\$23.40
11	\$16.57	\$19.12	\$23.68
12	\$16.73	\$19.34	\$23.96
13	\$16.90	\$19.57	\$24.24
14	\$17.07	\$19.79	\$24.52
15	\$17.24	\$20.02	\$24.80
16	\$17.41	\$20.25	\$25.08
17	\$17.58	\$20.47	\$25.37
18	\$17.74	\$20.70	\$25.65
19	\$17.92	\$20.91	\$25.93
20	\$18.09	\$21.14	\$26.21
21	\$18.25	\$21.37	\$26.49
22	\$18.42	\$21.59	\$26.77
23	\$18.58	\$21.82	\$27.05
24	\$18.76	\$22.05	\$27.33
25	\$18.93	\$22.27	\$27.61
26	\$19.09	\$22.50	\$27.89
27	\$19.26	\$22.72	\$28.17

Hourly wages increase 3% on each step.

SY24	CLASS	CLASS	CLASS
STEPS	I	II	II
0	\$15.15	\$17.14	\$21.20
1	\$15.32	\$17.37	\$21.49
2	\$15.50	\$17.61	\$21.78
3	\$15.67	\$17.84	\$22.07
4	\$15.84	\$18.07	\$22.36
5	\$16.01	\$18.31	\$22.65
6	\$16.20	\$18.53	\$22.93
7	\$16.37	\$18.77	\$23.22
8	\$16.54	\$18.99	\$23.51
9	\$16.71	\$19.23	\$23.80
10	\$16.88	\$19.46	\$24.10
11	\$17.06	\$19.69	\$24.39
12	\$17.24	\$19.92	\$24.68
13	\$17.41	\$20.16	\$24.97
14	\$17.58	\$20.38	\$25.26
15	\$17.76	\$20.62	\$25.55
16	\$17.93	\$20.86	\$25.84
17	\$18.10	\$21.08	\$26.13
18	\$18.27	\$21.32	\$26.42
19	\$18.46	\$21.54	\$26.71
20	\$18.63	\$21.78	\$26.99
21	\$18.80	\$22.01	\$27.28
22	\$18.97	\$22.24	\$27.57
23	\$19.14	\$22.47	\$27.86
24	\$19.32	\$22.71	\$28.15
25	\$19.50	\$22.93	\$28.44
26	\$19.67	\$23.17	\$28.73
27	\$19.84	\$23.41	\$29.02

Hourly wages increase 3% on each step.

SY25	CLASS	CLASS	CLASS
STEPS	I	II	II
0	\$15.60	\$17.65	\$21.84
1	\$15.78	\$17.90	\$22.13
2	\$15.97	\$18.14	\$22.43
3	\$16.14	\$18.37	\$22.73
4	\$16.32	\$18.61	\$23.03
5	\$16.49	\$18.86	\$23.32
6	\$16.68	\$19.09	\$23.62
7	\$16.86	\$19.33	\$23.92
8	\$17.04	\$19.56	\$24.22
9	\$17.21	\$19.80	\$24.52
10	\$17.39	\$20.05	\$24.83
11	\$17.58	\$20.28	\$25.12
12	\$17.75	\$20.52	\$25.42
13	\$17.93	\$20.76	\$25.72
14	\$18.11	\$21.00	\$26.02
15	\$18.29	\$21.24	\$26.31
16	\$18.47	\$21.48	\$26.61
17	\$18.65	\$21.71	\$26.91
18	\$18.82	\$21.96	\$27.21
19	\$19.01	\$22.19	\$27.51
20	\$19.19	\$22.43	\$27.80
21	\$19.36	\$22.67	\$28.10
22	\$19.54	\$22.91	\$28.40
23	\$19.72	\$23.15	\$28.70
24	\$19.90	\$23.39	\$29.00
25	\$20.08	\$23.62	\$29.29
26	\$20.26	\$23.87	\$29.59
27	\$20.43	\$24.11	\$29.89