

GRAND LEDGE BOARD OF EDUCATION

AND

GRAND LEDGE

CUSTODIAL ASSOCIATION

CONTRACT

JULY 1, 2016 - JUNE 30, 2018

PREAMBLE

WHEREAS, the Board has an obligation, pursuant to Act 336 of the Michigan Public Acts of 1965 as amended, to negotiate with representatives of its employees with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings through extended and deliberate professional negotiations, it is hereby agreed as follows:

AGREEMENT

This Agreement entered into by and between the Board of Education of the Grand Ledge Public Schools, Grand Ledge, Michigan, hereinafter called the "Board," and the Grand Ledge Association, hereinafter referred to as the "Association."

ARTICLE 1 - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 336, Public Acts of 1965, for non-supervisory school personnel employed by the Board as Custodians.
- B. Nothing contained herein shall be construed to deny or restrict any individual employee's rights he/she may have under the Michigan General Schools Laws or the right of the individual employee to confer with and raise issues or problems with appropriate supervisory personnel.
- C. The employee must be working on a regularly scheduled job to be included under this Agreement. This shall be interpreted to mean substitutes shall not be covered by this Agreement but seasonal labor or contractor services will be covered by this contract.

ARTICLE 2 - AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3 - GENDER

Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 4 - NON-DISCRIMINATION

This Agreement shall be applied uniformly to all eligible members of the bargaining unit by the Employer and the Union. There will be no discrimination with respect to conditions of employment.

ARTICLE 5 - BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Grand Ledge Public Schools consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:
1. The supervision, direction, and control of the management and administration of the school system, its properties and facilities.
 2. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
 3. The right to hire contractor(s) or temporary labor for services deemed necessary to meet custodial maintenance needs of the district.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

ARTICLE 6 - EMPLOYEE RIGHTS

- A. The Association and its members shall have the right to use building facilities for meetings at such hours that do not interfere with the regular program of the school or any other activities that had previously been scheduled and approved by the Board or its representatives and subject to the Building Use Policy as adopted by the Board.
- B. The Board agrees to make available to the Association for viewing and reproduction all pertinent information considered to be public in nature concerning the financial resources of the District, tentative budgetary requirements and allocations and such other appropriate information as will assist the Association.

- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or shift duties.
- D. Members of the group designated by the Association to attend a function of the State Association such as conventions or educational conferences shall be allowed time off with pay to attend such conferences and/or conventions. No more than two (2) members shall be allowed to attend such conventions or conferences at any one time. The Association President and no more than two (2) members from each classification will be allowed to attend such conventions or conferences at any one time. No more than five (5) such days shall be used each year by the entire bargaining unit. Proof of attendance may be required.
- E. Employees who work on the second shift shall be allowed up to one (1) hour off per month, if needed, without loss of pay to attend meetings of the Association, provided said employees make up said hour on the same day. If the local Association President works the second shift, he/she shall be allowed an additional hour off per month, if needed, without loss of pay to attend meetings of the Association, provided said employee makes up said additional hour on the same day. Employees who use this time must obtain approval from their supervisor or designee. Approval will be withheld only if the employee is needed and a substitute cannot be obtained.

ARTICLE 7– GRIEVANCE / ASSOCIATION REPRESENTATIVE

- A. The Association member shall be represented by the Association at any grievance hearing if the member wishes.

The Board shall be notified at the beginning of each school year of the names of the Association leaders.
- B. If Association Representative(s) are required by the Employer to attend grievance hearings or meetings when regularly scheduled to work, they will be reimbursed for such lost time by the Employer. No more than three (3) employees will be paid for any meeting.
- C. The Board and the Association agree to form an informal committee of two (2) Union representatives and two (2) administrators to discuss any areas of concern that either party may have. The Board will not make any major changes without going through this committee and will give due consideration to the Association's input. Association representatives required to attend meetings during working hours will be paid at their regular rate for all hours in attendance.
- D. After an optional informal meeting with the employee and their supervisor, the

Grievance process shall begin with the employee and association representative meeting with the Assistant Superintendent of Human Resources and Operations. If the issue in question cannot be resolved with the Assistant Superintendent of Human Resources and Operations the next step in the process is to meet with the Superintendent.

ARTICLE 8- HOLIDAYS

- A. All Custodial employees who are regularly scheduled to work the week of a holiday and who work the workday before and after the holiday, when scheduled to work, shall be allowed the following Seven (7) days with pay.

Such days shall include Thanksgiving Day, Day after Thanksgiving, Christmas Day and the day before, New Year's Eve, New Year's Day (when Christmas and New Year's fall on Saturday or Sunday, the corresponding Friday or Monday will be the paid holiday), and Independence Day.

President's Day, Memorial Day and Labor Day will be considered 'optional-work' days. There will not be disciplinary action if the employee decides to take those days off without pay. If employees chose to be paid they must complete the proper paper-work, 2 work days prior to each of those days if they wish to take the holiday as an 'unpaid' day, or if they plan to use PTO time for that day. If an employee fails to complete the required paperwork, their supervisor will plan on them working and will provide the employee with job duties for that day. Payment for working President's day, Memorial Day, and Labor Day will be at the employee's regular hourly wage amount.

- B. When a paid holiday falls within an employee's vacation period, he/she will be paid for that holiday but shall not have that paid holiday counted as a PTO day.
- C. School Closings - When school is declared closed due to inclement weather, heating problems, road conditions or other problems that may arise, custodial/maintenance employees will work unless notified otherwise by the employer. Employees must notify the employer if they cannot arrive at work at their normal time and give an estimated arrival time. The estimated arrival time will be within two (2) hours of the employees' normal starting time. Once they arrive, employees will be expected to work the same number of hours as regularly scheduled unless excused by their Supervisor or designee.

An employee calling to report they will be late or unable to report to work must speak directly with dispatch, their supervisor or designee.

Any employee who is unable to report for work shall not be paid for the hours not worked, with the following exceptions:

1. An employee who is unable to report to work under this provision shall use PTO, as

- long as they have earned PTO, to cover the day of absence.
2. If the employer notifies employees that they are not expected to report for work on days when school is canceled, leave days will not be deducted when employees do not work and all employees will receive their regular pay on such days.
 3. Paid leave days that are scheduled in advance of the notice of school closing shall be honored.

ARTICLE 9 - PROBATIONARY EMPLOYEES

- A. Employees hired into the bargaining unit shall be considered probationary for the first ninety (90) working days of their employment.
- B. There shall be no seniority among probationary employees.
- C. After the employee has completed the probationary period for his/her classification, he/she shall be entered on the seniority list of the unit and shall rank for seniority from his/her original date of hire.
- D. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 - Recognition of this Agreement, except for discipline or discharge. There shall be no recourse through the grievance procedure for discharge or discipline of an employee who has not acquired seniority status.
- E. All benefits not specifically excluded by this Agreement shall begin with the first day of the first full month following employment.

ARTICLE 10 - NO STRIKE CLAUSE

- A. The Association and Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE 11 - PROTECTION OF EMPLOYEES

- A. Legal and Physical - Liability insurance carried by the Board shall protect all employees against civil suits brought against them growing out of the exercise of their regular duties.

- B. All cases of accidents* and / or injury involving a custodial employee during the performance of the employees' assigned duties or school activities shall be reported to their supervisor or designee on the day of the incident. In emergency situations, the report must be filed as soon as possible if not on the day of the incident.

**An accident is an unforeseen and unplanned event or circumstance, often with lack of intention. It usually implies a generally negative outcome which might have been avoided or prevented had circumstances leading up to the accident been recognized, and acted upon, prior to its occurrence. Injury is not required for an incident to be identified as an accident.*

ARTICLE 12 – PAID TIME OFF & FLEX DAYS (Unpaid Time Off)

- A. PTO time for custodian employees shall accumulate as follows.
 - 1. New Employees:
 - a. Any new employee, upon the successful completion of the 90 work-day probationary period will then qualify for .5 days of PTO time per month of service until the last day the district's fiscal year
(Maximum able to earn would be four (4) days.)
 - 2. Starting their second year of employment & first day of new fiscal year: seven (7) days.
 - 3. Starting their fifth year of employment ten (10) days.
 - 4. Starting their tenth year of employment twelve (12) days.
 - 5. Starting their fifteenth year of employment fifteen (15) days.
 - 6. Starting their twentieth year of employment eighteen (18) days.

All PTO time, which was earned the previous year, shall be granted on July 1st (except new employees).

Employees' PTO time off is subject to their request and scheduling by their supervisor or his designee. With approval of their supervisor or his designee, employees will be allowed to use PTO days. The 'Lead' Custodians will schedule their PTO time off with their building administrator, subject to the final approval of their supervisor or his designee. No more than five scheduled PTO days (per year) shall be used by any custodial worker when school is in session. No more than ten (10) days may be used consecutively when school is not in session, unless approved by supervisor. PTO requests shall be in writing and will be responded to promptly.

**Approval of PTO leave during the first week prior to opening of school, and the last week of students attending school, will not be granted.*

- B. PTO requests of five (5) or more consecutive days must be submitted in writing not less than thirty (30) days prior to the commencement date. Normally PTO requests for less than five (5) days will be submitted forty-eight (48) hours in advance; however, the forty-eight (48) hour requirement is may be waived in certain circumstances; such as, the employee's personal emergency.
- C. Upon retirement, resignation, or permanent layoff, PTO time accumulated will be paid to employees based upon the time the employee has worked.
- D. A maximum of twenty-five (25) PTO days (equivalent to 200 hours) may be carried over to the following year.
- E. FLEX DAYS (UNPAID DAYS) All Flex day requests shall be submitted forty-eight (48) hours in advance for supervisor approval. FLEX Days are to be used on Presidents' Day, Memorial Day and Labor Day when the employee choses to take those days off without pay. Three (3) additional FLEX Days may be used, after Supervisor approval, during times when it is not necessary to obtain a sub custodian to cover their assigned responsibilities.

ARTICLE 13 - LEAVES

- A. Employees that accumulated 'sick' leave prior to July 1, 2012 shall keep their bank of sick days or they may use them when they determine the need. The board reserves the right to request a doctor's note, at no cost to the employer, when more than three sick days are used consecutively.
- B. Upon retirement or resignation from employment, an employee with a minimum of twelve (12) years of service shall be paid for all unused sick leave based on one-half (1/2) his/her current rate. In cases of death full payment shall be made to the employee's beneficiaries or to the employee's estate if there are no beneficiaries. In no event shall such payments exceed the following percentages of an employee's average annual income from Grand Ledge Public Schools in the past three (3) years:

20 years or more	23%
16 years to 19 years	18%
12 years to 15 years	13%
- C. Funeral Leave - Paid funeral leave up to three (3) days shall be granted for a death in the immediate family. This leave will not be deducted from the employee's PTO bank. Immediate family is defined as spouse, children (including stepchildren), parents, brothers, sisters, grandparents, and parent-in-laws.

D. At the expiration of accumulated days, an employee may request voluntary health leave without pay, subject to the following Section.

E. Other Leaves

1. Employees may, at the discretion of the Board of Education, be granted voluntary leave, without pay, during any school year for a period of up to one (1) year. All such requests must be submitted in writing and the full conditions of the agreement must be in writing, including the assignment of the employee upon return, and effect, if any, of the leave on the salary schedule. Such requests must be submitted at least fifteen (15) days prior to the starting date of the leave. The seniority of a bargaining unit member shall be frozen for the duration of any such leave. Whenever a voluntary leave is granted, written notice shall be prepared and submitted to the President of the Association. The purpose of this notice is to provide the necessary information for preparing and updating the seniority list.
2. Military leave will be granted to any regular employee who may enlist or be conscripted into the military forces of the United States for service or training. Upon return from such leave the employee shall be returned to a comparable position with full credit on the salary schedule for time in military service.
3. An employee absent from the job to attend an approved meeting shall receive regular pay with no time charged against PTO leave.
4. When approved in advance by the employee's supervisor or designee, conference costs and travel expenses at the current IRS rate will be reimbursed by the Board. Membership charges shall be the responsibility of the employee unless approved in advance by their supervisor or designee.
5. Medical or Disability Leave
 - a. A medical or disability leave of up to one (1) year shall automatically be granted upon presentation of a doctor's statement.
 1. The Board reserves the right to require a second (2nd) opinion by a Board appointed physician at Board expense before granting a medical leave. The second (2nd) opinion will be from a Board paid physician in the same medical specialty as the employee's doctor. (However, if the insurance carrier required a second opinion, the Board shall adopt it as its own.)
 2. If those two (2) physicians disagree, the parties will choose a third (3rd) physician whose opinion shall be conclusive. The third (3rd) physician shall be paid for by the Board unless the employee's insurance covers his/her fee.

- b. The employee may request an extension at the end of the leave.
- c. Upon return, the employee shall assume a position with equal hours.
- d. For such leaves that last longer than one (1) year, the employee shall return to a vacancy in his/her former classification. Should no vacancy be available, the employee shall be permitted to displace the least senior employee in his/her former classification working the same or less number of hours.

ARTICLE 14 - GENERAL WORKING CONDITIONS

- A. Employees shall report all conditions they believe to be recognized as hazardous to their health and safety. Further, nothing herein precludes employees from making inquiries or reports to the proper authorities. The Employer agrees to investigate such reported hazards.
- B. While equipment and tools may vary, the Employer shall normally make available equipment and tools that are essential to completing assigned work.
- C. The Employer shall provide without cost to the employees, when approved by their supervisor the following:
 - 1. Uniforms for custodial workers as may be required by the Employer.
The process / procedure for obtaining and turning in worn uniforms will be developed by administration.
 - 2. Medical test and/or check-ups as required and for which the employee has no health insurance.

ARTICLE 15 - WORK SCHEDULE

- A. All employees shall be guaranteed a minimum of a thirty (30) minute duty-free lunch period. All employees will be entitled to a minimum of two (2) fifteen (15) minute relief times to be mutually scheduled, except that an employee working less than the normal workday may receive one (1) fifteen (15) minute relief time. Employees working overtime will be entitled to an additional fifteen (15) minute relief time for every four (4) hours worked. It is understood that an individual employee and his/her supervisor may mutually agree to vary lunch and relief times to meet individual needs.

ARTICLE 16 - JURY DUTY

An employee who serves on jury duty will be paid their regular salary. A substitute employee will be provided by the employer, for the p.m. shift employee involved in jury duty, if determined necessary by their supervisor or his designee. Time covered by the substitute will be commensurate with employee jury duty time and reasonable travel time. The time on Jury Duty will not be deducted from the employee's PTO time.

ARTICLE 17 - NEGOTIATION PROCEDURES

- A. This Agreement may be extended only by mutual, written consent of both parties.
- B. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and other conditions of employment at least six months, prior to expiration of contract.
- C. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

APPENDIX A

The basic purpose of the operations and maintenance activities of the school district shall be to provide physical conditions most conducive to carrying out the educational program of the school.

I. DUTIES

All employee duties shall be determined by their supervisor.

II. RESIGNATION

Notice of resignation shall be made in writing to the Board or the employee's supervisor two (2) weeks prior to date of resignation.

III. SALARY SCALE – PAY TABLE

Custodian	
Step	Wage
1	10.00
2	10.50
3	11.00
4	11.50
5	12.00

Head Custodians	
Step	Wage
1	14.00
2	15.00
3	16.00
4	17.00
5	17.50

Employees eligible to receive step increases shall receive the appropriate step raise on July 1, 2016 and July 1, 2017.

For those that move to Step 5 in 2016-2017 shall remain on Step 5 for 2017-2018 unless renegotiated during 'wage' reopener for the 2017-2018 school year.

*Both parties have agreed to meet for the purposes of wage 'reopener' applicable for the second year of this contract.

IV. Z-SCALE

The employees on the Z-Scale shall receive an additional fifty cents (\$.50) to their hourly rate on July 1, 2016.

- VII. Custodians assigned and designated as 'lead' custodians shall be compensated an additional fifty cents (\$.50) to their hourly rate after ninety (90) work-days of satisfactory performance in that assignment. If 'lead' custodians are re-assigned as a custodian their compensation will return to their normal hourly rate without the additional fifty cents (\$.50).

Note: Custodians that were assigned as a 'lead custodian' prior to July 1, 2014 shall receive the additional fifty cents (\$.50) per hour on July 1, 2014.

ARTICLE 19 - DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2016 after ratification by both parties and shall continue in effect until the 30th of June 2018.

FOR THE UNION

FOR THE BOARD OF EDUCATION

Dated this ____ day of _____, 2016.

Time Card Rules Custodian Association

It is hereby agreed by the Grand Ledge Board of Education and Custodian Association, that bargaining unit members shall use time clocks provided by the Board to report their work hours until which time these rules are replaced by new rules when electronic payroll cards or devices are implemented. Established Time Card Use Procedures are as follows:

1. Each employee shall use the time clock to punch in each time he/she begins a new day of work and to punch out when his/her workday is over.
 - a. Employees are expected to punch in and out at normal starting and ending times for normal work schedule.
 - b. If for some reason an employee does not punch in or punch out as required, he/she should immediately bring it to the attention of their supervisor or his designee(s).
 - c. Except for an Extreme Emergency, all overtime must be approved in advance by their supervisor or in his absence, his designee(s). Any overtime not authorized in advance, because staff were unable to reach the above Management, must be reported to their supervisor or designee(s) immediately following the overtime situation by office phone recorder or email.
2. Except for break periods and lunchtime, an employee is to punch out if he/she is taking time off during a scheduled work period. He/she shall then punch back in if work is resumed later that day.
 - a. If an employee leaves the building for lunch, he/she shall punch out and punch in upon returning from lunch.
 - b. Leave time not punched on the time card shall be accurately identified and noted on the card by the employee.
3. Each employee's time card shall be kept in the cardholder by the time clock until the end of the reporting period it covers.
 - a. Each employee shall sign or initial his/her own time card on the last day recorded for the corresponding payroll schedule. Dates missing a time record shall be identified by the employee as "PTO" or "Funeral" as identified by the contract. Special leaves or Worker Compensation time will be authorized and noted on the time cards by the Operations Department Administrative Assistant, during payroll processing.

- b. After the card is signed or initialed, the employee shall deposit it in the security box. Employees scheduled for planned leaves prior to the collection day should deposit their completed time cards prior to their leave or absence. Only in an emergency absence, will the supervisor or his designee(s) deposit time cards into the security card box.
 - c. New time cards will be provided in each facility by the cardholder prior to the start of the new reporting time period. Employees are responsible to select their new time card, place it in the cardholder and utilize it for reporting work time during the next reporting period.
 - d. Time cards will be collected from the security box by the supervisor or his designee.
 - e. The weekly pay period for the Custodial Unit is Monday through Sunday.
4. Each employee is authorized to handle only his/her own time card.
- a. It is unacceptable for any employee to punch in or out for another employee under any circumstances.
 - b. It is unacceptable for any employee to sign or initial the time card of another employee.
 - c. If an employee wishes to leave work early, they shall call #517-925-5300 (day) or #517-925-5306 (after hours) or email their supervisor or his designee, of their absence.
5. All overtime must be approved in advance by a supervisor or his designee(s).
- a. Employees shall initial their time card with "OT" immediately upon punching out at the end of their work period. Each employee is to designate on his/her time card the purpose for the "OT".
 - b. The Operations Department "OT" log will be the official document authorizing and recording overtime.
6. An employee with a problem or concern regarding a time clock, time card, or clock record system, should bring the matter to the attention of their Supervisor or his designee(s) immediately.
7. Time clocks shall be maintained and set to reflect the actual time of the day.
- a. No one shall change a time clock setting without the authorization of their supervisor or designee(s).

- b. Each employee shall be responsible to visually check his/her time card to verify that the correct time has been punched.
 - c. Any employee who finds the time clock has punched an incorrect time on his/her time card shall immediately notify their supervisor or his designee(s) of the problem and should write in the correct time on the time card.
8. Intentional violation(s) of these procedures may subject an employee to disciplinary action. An employee who inadvertently violates a procedure should call it to the attention of their supervisor or his designee(s) immediately.
- a. Disciplinary action shall be in accordance with the Custodial Contract and Board Policy.
 - b. No disciplinary action shall be taken against an employee for an inadvertent violation, which is immediately called to the attention of their supervisor or designee(s), unless a pattern of violations is reflected in the employee's compliance with these rules.