

7/27/92

**AGREEMENT  
BETWEEN**

**HAMILTON  
COMMUNITY  
SCHOOLS**

**AND**

**HAMILTON  
CUSTODIANS'  
ASSOCIATION**

*Hamilton Community Schools*

**JULY 28, 1989 - JULY 27, 1992**

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## PREAMBLE

This Agreement is entered into effective July 28, 1989, by and between the Board of Education of Hamilton Community Schools, Hamilton, Michigan, hereinafter called the "Board" and the Hamilton Custodians Association, an affiliate of the MESPA hereinafter called the "Association".

## ARTICLE I - RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive bargaining representative for all custodians and maintenance employees scheduled to work full-time or part-time for the Hamilton Community Schools. Excluded from this bargaining unit are student and on-call employees, supervisors, temporary employees and all other employees.
- B. All employees represented by the Association in the above defined bargaining unit shall be referred to as "Bargaining Unit Members".
- C. The pronoun "he" shall refer to both male and female Bargaining Unit Members.

## ARTICLE II - BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the Hamilton Community School district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School Code and the laws of the State, the Constitution of the State of Michigan and/or the United States provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement. Such rights, duties, and responsibilities shall include, by way of illustration and not by way of limitation, the right to:
  - (1) The executive management and administrative control of the school system, its facilities, property and employees.
  - (2) Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, discipline, discharge, or transfer employees; assign work duties; determine the size of the work force, all of which are subject to the provisions of the law and terms of this agreement.
  - (3) Determine the services, supplies and equipment necessary for operation; to determine methods and means of distributing the above; establishing standards of operation, the means, methods and processes of carrying on the work.
  - (4) Determine the policy affecting the selection, testing or training of the employees.
  - (5) Meet such responsibilities and exercise its powers and rights through its administrative staff.



- B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of rules, regulations, policies, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the School Code, Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

### ARTICLE III - ASSOCIATION RIGHTS

- A. Each member shall have, upon his/her request, the opportunity to review material contained in his/her personnel file. The members may be accompanied by a representative of the Association for the purpose of reviewing his/her personnel file upon request by the member. A member may submit a written notation regarding any material placed in his/her file and the member's written notation shall be attached to the material in question.
- B. Duly authorized representatives of State and National levels of the Association shall be permitted to transact official Association business on school property provided this shall not interfere with nor interrupt normal school operation or the work of the employee's regular shift.
- C. The Board agrees to allow the Association access to public information as required under the Freedom of Information Act.
- D. Members of the Association shall have the right to use school building facilities and equipment when available and according to school board policy.
- E. Employee Representation. The parties expressly recognize the right to each employee to freely join or refrain from joining the Association and no employee shall be discriminated against by reason of his/her joining or refusing to join the Association. The Association is required by law to represent all employees in the bargaining unit fairly and equally without regard to an employee's Association membership. Therefore, it is agreed that upon the completion of the probationary period, a representation fee shall be deducted from the pay of each employee, except as hereinafter provided, without any separate employee authorization, to be used for the purposes and on the conditions herein set forth.

The provisions of Sections E-J of this Article shall apply to all employees who were members of the Association as of July 1, 1984, and to all new employees after July 1, 1984.

- F. Representation Fee Selection. Each employee shall select one of the following representation fee options:
  - (1) Association membership fee. The fee shall be the dues uniformly required of members of the Association.



- (2) Agency service fee. The fee shall be the amount certified by the Association as the proportionate member cost directly attributable to the costs of collective bargaining representation, administration of this Agreement, and claim adjustments, which fee shall not be greater than the dues uniformly required of members of the Association in the same classification.
- (3) Charitable organization fee. If the employee expresses to the Association in writing that he/she has such a personal conviction which forbids the joining or supporting of a labor union (or similar organization), the fee shall be in the same amount as the agency service fee and shall be paid to a non-union, non-religious charitable organization mutually agreed upon by the employee and the Association in accordance with procedures hereinafter set forth.

If an employee fails to make a selection, he shall be deemed to have selected the payment of the agency service fee. The representation fee selected by the employee shall remain in effect until revoked by the employee in writing.

- G. Service and Organizational Fee Employees. Each employee who has paid a representation fee shall be entitled to representation by the Association on the same terms and conditions as members of the Association, including, but not limited to, the administration of the Contract Enforcement Procedure. In addition, any such employee shall have the right to receive all communications received by the Association members concerning the administration or negotiation of the Collective Bargaining Agreement.
- H. Payroll Deduction. The Association shall prior to September 1 of each year certify in writing to the employer the total amount of annual dues to be deducted from the pay of each employee electing to pay the Association membership fee or the agency service fee, which dues shall be deducted in ten (10) substantially equal monthly installments from the first payroll of each month beginning with the first or second payroll in September. The employer shall transmit within twenty (20) days the total aggregate monthly deductions made to such persons as shall be designated by the Association in writing, subject to any escrow retention by the employer. The employer assumes no responsibility for any error in making deductions other than to correct such errors in any subsequent deductions. In the event of overpayment, the Association agrees to refund any such overpayment within twenty (20) days from notice thereof.

In the case of any employee who elects the charitable organization fee option, the employee shall pay such fee directly to the organization mutually agreed upon by the employee and the Association and furnish a copy of the receipt thereof to the Association, provided, however, that the employee may authorize a payroll deduction in accordance with procedures established by the employer. If an employee electing such option shall not pay the fee directly to the charitable organization or authorize payment through deductions, the Association shall have the right to pursue collection of fee by appropriate action in a court of



competent jurisdiction. In no event shall the employer be a party to such collection action.

- I. Prohibited Fees. A representation fee shall not be used for matters not permitted by law. If the Association shall materially violate this provision, the employer shall have the right, on thirty (30) days written notice to the Association, to terminate any further deductions.
- J. Indemnification. The Association assumes full responsibility for the validity and legality of the provisions herein set forth. If any action is brought against the employer in a court of competent jurisdiction or in an administrative agency because of its application of this article, the Association expressly agrees to defend such action, at its own expense and through its own counsel, and to indemnify the employer, its officers, agents or employees, for any costs or damages which may be assessed against all or any of them regarding the application of this article, provided that the employer gives timely notice of such action to the Association.

#### ARTICLE IV - PAYROLL DEDUCTIONS

- A. The Board, upon written authorization from each member of the Bargaining Unit, shall deduct from the wages of employees and make appropriate remittance for:
  - (1) Association dues and assessments;
  - (2) Health insurance and insurance options authorized by the Board;
  - (3) Allegan County School Employees Credit Union;
  - (4) United States Savings bonds;
  - (5) Annuities to companies approved by the Board.
- B. Changes in deductions will be made upon receipt of the proper authorization from the employee in the Superintendent's Office.

#### ARTICLE V - EMPLOYEE RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations.
- B. The Board and the Association agree not to discriminate on the basis of age, race, religion, color, national origin, sex, participation in Union activities, institution of grievance and complaint proceedings under this agreement.
- C. The Board agrees that every custodial employee of the Board shall have rights guaranteed in Public Act 379.

#### ARTICLE VI - CONDITIONS OF EMPLOYMENT

- A. A full-time employee is defined as an employee who is scheduled to work



52 weeks, 35 to 40 hours per week. Under regular working conditions, a normal work day for a full-time employee consists of eight (8) hours per day and a normal work week consists of five (5) consecutive work days.

- B. A part-time employee is defined as an employee who is scheduled to work less than full-time. Included are employees scheduled to work partial weeks (less than 35 hours) and/or a partial year (less than 52 weeks).
  - (1) Under regular working conditions a normal work day for a part-time employee consists of two (2) to four (4) hours per day and a normal work week consists of five (5) consecutive work days. This normal two (2) to four (4) hour work day is not intended to be a minimum or maximum work day.
  - (2) The work weeks for a part-time employee shall normally be the weeks that school is in session and such additional days during school vacation periods as may be authorized by the supervisor.
  - (3) Regular part-time employees shall be offered additional hours of work during the weeks when school is out for the summer before such work is offered to temporary employees. To have priority, a part-time employee must notify the supervisor in writing, by May 15, of his or her interest in summer work.
- C. Shifts of work shall be determined by management as it makes schedules which in its judgment represent the best interest of the school district.
- D. Any Association member who is asked to report on a call-in basis, including building opening or closing, above a forty (40) hour work week shall be paid a minimum of two (2) hour's pay at time and one-half.
- E. If Bargaining Unit Members are asked by the administration to work overtime, they shall be paid at the following rate:
  - (1) Time and one-half for all hours worked over forty (40) hours per week.
  - (2) Time and one-half for all hours worked on Sunday.
  - (3) Regular time plus holiday pay for all hours worked on holidays that are defined in this Agreement.
- F. The employer shall pay Worker's Compensation for the employee's protection against injury.
- G. Mandatory overtime shall not be required of any employee on Sunday.
- H. Each full-time employee will have a thirty (30) minute lunch period which shall normally be duty-free except for an emergency.
- I. There shall be two (2) "rest" breaks per eight (8) hour shift for all full-time employees. Each break shall not exceed fifteen (15) minutes



in duration. Part-time employee breaks are prorated.

- J. Any deviation from the schedule as approved herein shall be approved by the immediate supervisor.
- K. Each member within ten (10) days of hiring and every three years thereafter by September 15 shall have a current T.B. test result recorded in the central office.
- L. All members of the Bargaining Unit are primarily responsible to the Building and Grounds Supervisor, unless the Building Administrator directs the employee to do otherwise. If the Building and Grounds Supervisor is absent a temporary or replacement supervisor may be designated.
- M. No Bargaining Unit Member other than the group leader shall be required to supervise.
- N. All full-time male Association members will be provided with three (3) uniforms per year. Full-time female Association members will be furnished with a uniform allowance equal to the cost of the male members' uniforms. Uniforms must be worn on duty. This section shall take effect immediately after the employee's sixty (60) day probationary period.

#### ARTICLE VII - ILLNESS, INJURY AND BEREAVEMENT LEAVE

##### A. Personal Illness or Injury Leave

- (1) Employees covered by this Agreement who are absent from duty because of personal illness or injury shall be paid their regular wages for the period of such absence, not to exceed a total of ten (10) work days in any one year except where additional leave has been accumulated. The ten (10) days of annual leave shall be credited to the Association member's account on the following schedule:
  - (a) Five (5) days on the date the sixty (60) day probationary period is completed, but using the first day of employment as the starting date.
  - (b) Five (5) days each six (6) months thereafter. Total accumulation of leave days is limited To 100 full-time equivalent days (800 hours).
  - (c) Accumulation of leave days shall be on an eight (8) hour day equivalent basis. (Example: a member working four hours per day who uses no leave days during a year will accumulate 40 hours (10 days x 4 hours) or five (5) eight (8) hour days equivalent.)
- (2) Sick or bereavement leave pay will be paid on the basis on the length of the normal work day excluding over-time or holiday pay.



- (3) Absence due to illness or injury incurred in the course of the employees' employment shall be charged pro rata against the employees' sick leave days. If the employee is eligible for Workers' Compensation, the employee shall use his accumulated sick leave on a pro rata basis. The proration shall be at a rate that reflects the difference between the Workers' Compensation and the employees' regular take home pay for a period not to exceed the use of the accumulated sick leave or employee resignation whichever is first.
- (4) The Board shall maintain a list of substitute custodians for the purpose of working in the absence of a regular custodian when deemed necessary by the Board.

**B. Bereavement or Approved Emergency Leave**

Absence without loss of salary shall be allowed for bereavement or approved emergency leave. The administration shall have discretion to grant emergency leave. Each day of any absence under this paragraph shall be charged against the sick leave days of the employees covered by this Agreement. Interpretation: Attendance of any funeral deemed important to the member will be granted under this section. Emergency care of someone who is sick in the immediate family of the member will be granted under this section. The Board may require a doctor's statement attesting to the critical illness of the person needing this care.

**C. Personal Business Day**

- (1) An individual member may be absent from work one (1) day, non-cumulative without reduction in wages to attend to personal business.
- (2) Requests for this day shall be made to the member's supervisor 48 hours in advance of the requested absence date.
- (3) No personal business day shall be taken on a day immediately prior to or following a vacation or holiday recess.

**D. By October 31 of each year, the Board shall provide to each member a statement listing accumulated sick leave and unused vacation days.**

**ARTICLE VIII - UNPAID AND PAID LEAVES**

**A. A leave of absence shall be defined as the approved leave taken from all or part of one's assigned work.**

**B. General Provisions**

- (1) Requests for leaves of absence shall include the reason for the leave along with notification of the anticipated beginning and ending dates of said leave.



- (2) An employee returning from a leave of absence shall be reinstated to the same or equivalent position he/she held when the leave began. At least five (5) work days prior to the date a leave is scheduled to expire, the employee shall notify the Board of his/her intent to return to work.
- (3) An employee on unpaid leave shall not accumulate seniority nor shall they lose accumulated seniority.

#### C. Military Leave

Any member who is called into the armed forces of the United States, or who is activated as a member of the reserve forces, or who enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in an open hostility involving active acts of warfare, shall be granted a leave of absence without pay for the period of such absence. Full credit on the salary schedule for each calendar year or major portion thereof spent in such military service will be granted to those so leaving Hamilton Community School service and returning thereto, provided that rights under this paragraph will terminate upon any voluntary extension of such military service.

#### D. Child Care Leave

- (1) A member who elects to use an unpaid child care leave shall not use sick days during the leave period.
- (2) Notification that a request for child care leave is forthcoming shall be given to the Superintendent at least (3) months before the leave is to begin. The written request with beginning and ending dates for this leave must be given to the Superintendent at least two (2) months before the leave is to begin. Any variation of these requested dates due to the health of the member and with the medical doctor's advice may be adjusted by the Superintendent.
- (3) In the event of the death of the object child of the leave, the leave of absence may be terminated upon request of the member only if a position becomes vacant.
- (4) In case of any dispute as to whether a member is able to adequately perform the duties to which she is regularly assigned, the physician who has treated the member through her pregnancy shall make the final and binding determination.

#### E. Sick/Disability Leave

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be deemed on leave of absence without pay for the duration of such illness or disability, but no longer than two (2) years. Medical proof of illness or disability is required.



**F. Jury Duty - Paid Leave**

Members summoned to serve on jury duty shall be paid the fraction of their contractual salary equivalent to one day less the amount received for jury duty for each day served. If a member is not picked to serve on the jury for any day, he will then report to school to resume his normal duties. The Board retains the right to ask the judicial authority to excuse a member from jury duty in the event that it would create a hardship on the district.

**ARTICLE IX - VACANCIES AND TRANSFERS**

- A. When the Board determines a vacancy exists, notice of such shall be sent to the Association President no less than one (1) week before the position is filled.
- B. Vacancies shall be filled on the basis of experience, length of service within the district, and ability to perform the work.
- C. Employees may apply to the Building and Grounds Supervisor any time within five (5) work days of the Association President receiving the notice.
- D. The Board will make transfer of personnel according to its judgment in the best interest of the school district.
- E. Requests for transfer shall be made in writing to the Building and Grounds Supervisor.

**ARTICLE X - BARGAINING UNIT MEMBER PROTECTION**

- A. No Bargaining Unit Member shall be disciplined or discharged without just cause.
- B. A Member shall be entitled to have a representative of the Association present during any disciplinary action when such action will become part of the member's personnel file. An opportunity for representation shall be afforded when requested by the member.
- C. In the event a complaint is made by any person or group against any Bargaining Unit Member, the Board shall notify the Bargaining Unit Member prior to placing said complaint in the Bargaining Unit Member's personnel file.

**ARTICLE XI - ASSAULTS**

- A. Any case of assault upon a Bargaining Unit Member while in the course of his or her employment shall be promptly reported to the Board. The Board shall provide reasonable assistance to any employee for their legal defense for actions arising out of their proper performance of duties.



- B. If a Bargaining Unit Member is free of fault, then he shall suffer no loss of pay for time lost in connection with said assault for the duration of his accumulated sick leave and two weeks thereafter.

#### ARTICLE XII - SENIORITY

- A. Bargaining Unit Members shall be on probation the first sixty (60) work days of their employment.
- B. When Bargaining Unit Members complete the probationary period, they shall be entered on the seniority list of their classification and rank for seniority from the last date of hire. There shall be no seniority among probationary employees.
- C. In the event more than one individual begins employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list.
- D. For the purpose of this Agreement, seniority shall accrue and be applied within the following classifications:
- Custodian Group Leader  
Custodian  
Maintenance
- E. If the custodian group leader position is ever eliminated, employees in that classification shall have the right to bump less senior custodians.

#### ARTICLE XIII - LAYOFF AND RECALL

In the event of a layoff the following procedure will be utilized:

- A. Probationary employees within the classification(s) to be reduced shall be laid off first, providing a non-probationary employee is qualified and capable of filling the position if the position is to be maintained.
- B. If a further reduction is instituted, the employees will be laid off on the basis of seniority within the classification and their records of employment in the district. Where the records of employment are equal, employees shall be laid off in the inverse order of seniority within the classification provided there is a more senior employee qualified and able to perform the duties of the position being vacated and/or continued.
- C. When the work force is increased after a layoff, the most senior employees within the classifications being increased will be recalled first to positions within the classifications, except where the senior employee lacks the necessary qualifications to perform the duties of the open position.



- D. Bargaining Unit Members shall be given at least thirty (30) days notice of layoff except in cases of emergency or in lay-offs of short duration which shall not exceed one (1) week.
- E. In the event of recall within one (1) year, Bargaining Unit Members who have been previously laid off will be recalled in inverse order by certified or registered letter. The letter shall inform the employee of an opening and shall specify the date the Bargaining Unit Member is required to report to work.
- F. If the Bargaining Unit Member fails to notify the Board of his intent to return to work within five (5) days after the mailing or if he fails to report to work as required, he shall be considered a quit.
- G. The employee is obligated to notify the Board of his current address.

#### **ARTICLE XIV - JOB DESCRIPTIONS AND PERFORMANCE REVIEWS**

- A. The school district will provide all employees with job descriptions which relate directly to the employee's assigned work.
- B. The job performance of each employee will be reviewed periodically by the supervisor or other district representative and discussed with the employee.
- C. A written report of the performance review will be placed in the employee's personnel file when deemed appropriate by the supervisor or requested by the employee.
  - (1) Employees shall be given a copy of any written performance report that is to be placed in the personnel file and may request a conference with the Supervisor in relation to the report.
  - (2) Employees may attach a signed comment sheet to any written performance report that is placed in his or her personnel file.
  - (3) Any written report of an employee's performance review shall be based on job performance, as defined by job descriptions, written Board policies, directives and work rules.

#### **ARTICLE XV - GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
  - (1) The termination of services of, or failure to re-employ, any probationary employee; except for Association activity.
  - (2) Any matter for which there is recourse under state or federal statutes.



- B. The Association shall designate a grievance committee to handle grievances when requested by the grievant. The Board hereby designates the immediate supervisor to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean scheduled work days.
- D. Written grievances as required herein shall contain the following:
- (1) It shall be signed;
  - (2) It shall be specific;
  - (3) It shall contain a synopsis of the facts, giving rise to the alleged violation;
  - (4) It shall cite the section or sub-sections of this contract alleged to have been violated;
  - (5) It shall contain the date of the alleged violation;
  - (6) It shall specify the relief requested.

Any grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. Level One - A grievant alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence orally discuss the grievance with the Building and Grounds Supervisor in an attempt to resolve same.

If no resolution is obtained within five (5) days of the discussion, the grievant shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within ten (10) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance.

Within ten (10) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the immediate supervisor and place a copy of same in a permanent file in his office.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within ten (10) days of the discussion appeal same to Level Three.



Level Three - A copy of the written grievance shall be filed with the Board or their designated agent as specified in Level Two with the endorsement thereon of the approval or disapproval of the Association within ten (10) days of receipt of the grievance. The Board or their designated agent shall arrange a meeting with the grievant and/or designated Association representative, at the option of the grievant, to discuss the grievance.

Within ten (10) days of the discussion, the Board or their designated agent shall render their decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the Immediate Supervisor, the Superintendent and place a copy in a permanent file in the Board office.

If no decision is rendered within ten (10) days of discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within eight (8) days of the discussion appeal same to Level Four.

Level Four - Individual grievants shall not have the right to process a grievance at Level Four:

- (1) If the Association is not satisfied with the disposition of the grievance at Level Three, it may within twenty (20) days after the decision of the Board or their designated agent refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association, except each party shall have the right to peremptorily strike not more than three from the list of arbitrators.
- (2) Each party shall submit to the other party not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing. Neither party may raise a new defense or ground at the arbitration hearing not previously raised or disclosed to the other party.
- (3) The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- (4) Powers of the arbitrator are subject to the following limitations:
  - (a) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
  - (b) He shall have no power to establish salary scales or to change any salary.
  - (c) He shall have no power to interpret state or federal law.



- (d) If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act on the merits of the grievance until the arbitrability has been determined.
- F. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board.
- G. All preparation or consideration of grievances shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty station.
- H. If any of the time requirements of the above procedures are not met, the grievance shall be automatically moved to the next step. The time requirements shall be strictly observed, but may be waived or extended by written agreement of the parties.

#### ARTICLE XVI - INCLEMENT CONDITIONS

- A. Nothing in this Agreement shall require the board to keep the Hamilton Community Schools open in the event of inclement weather, or when otherwise prevented by an Act of God.
- B. The Board will determine which employees will be designated to work on inclement weather days when school is called off.
  - (1) Full-time employees will be designated to work unless directed not to report.
  - (2) Part-time employees will not be designated to work unless specifically directed to report.
- C. When school is called off prior to the start of the school day, employees not designated to work are not to report but will be paid for one half (1/2) a normal day.
- D. Employees who are designated to work on inclement weather days when school is called off are to report and will be paid the full wage for a normal day.
  - (1) If an employee arrives at his/her duty station later than the assigned scheduled time, the employee will be subject to the loss of pay in proportion to time lost.
  - (2) If an employee arrives at his/her duty station no more than three (3) hours later than the assigned scheduled time, the employee shall have no pay deducted if he/she was prevented from arriving earlier by inclement weather conditions. A written statement may be required.
  - (3) If an employee believes inclement weather would prevent him/her from arriving for work, they shall telephone the Supervisor and request an excused absence. No employee shall lose more than 1/2



day's pay if he/she is excused.

- E. On a day when the opening of school is delayed due to inclement weather, employees scheduled to work during the morning may report to work up to sixty (60) minutes later than the assigned scheduled time without deduction of pay if he/she was prevented from arriving earlier by inclement weather conditions. A written statement may be required.

**ARTICLE XVII - VACATIONS AND HOLIDAYS**

- A. Paid vacation time is earned and computed on the vacation year from July 1 to June 30. Any member, except one who has attained age sixty (60) and who retired during the vacation year, must be on the payroll June 30 to receive vacation pay.
- B. Any member, who has attained the age of sixty (60) and retired between July 1 and June 30, shall receive prorated pay for accumulated vacation days upon his retirement.
- C. First year Bargaining Unit Members, who are scheduled to work 52 weeks, shall from their date of hire to June 30 earn paid vacation time as follows:

<u>Length of Employment</u>	<u>Vacation Time</u>
Less than 3 months	0 days
3 months but less than 5 months	1 day
5 months but less than 7 months	2 days
7 months but less than 9 months	3 days
9 months but less than 11 months	4 days
11 months but less than 1 year	5 days

- D. Members with one (1) or more years in the employ of the Board and who have worked or been scheduled to work regular five day weeks for 52 weeks as of June 30 will have their paid vacation time earned during the period computed as follows:

<u>Length of Employment</u>	<u>Vacation Time</u>
1 year but less than 2 years	5 work days
2 years but less than 10 years	10 work days
10 years but less than 20 years	15 work days
20 years or more	20 work days

- E. Vacation pay shall be paid on a member's normal work week exclusive of overtime. A member's normal work week shall be defined as the number of hours per week the member is regularly scheduled to work during a five (5) day week when school is in session.
- F. Vacations will normally be scheduled for periods of one week or longer. Approval of a vacation period of less than four successive days will normally be granted no more than three (3) times during an employee's vacation year.



- G. Employee vacation schedules are subject to the approval of the Supervisor of Buildings and Grounds.
- (1) When the number of requests for vacation during a specific period is greater than the number to be granted, preference will be given to the member who makes the earlier request or who has been employed the longest. Preference based on length of service will be granted to an employee only one (1) time during any calendar year.
  - (2) It is specifically recognized that all requests may be denied for certain periods of the year such as two (2) weeks before school starts, Christmas vacation, spring vacation, or other times determined by the supervisor.
- H. Vacations earned during any vacation year must be taken during the following vacation year, provided that a maximum of five (5) unused paid vacation days may be carried over beyond June 30 to the following vacation year. At no time will the number of vacation days available for use during a year be more than five (5) greater than the number earned during the prior year.
- I. All Association members shall receive pay for the following holidays:
- |                |                            |
|----------------|----------------------------|
| New Year's Day | Thanksgiving Day           |
| Memorial Day   | Day following Thanksgiving |
| July 4         | Day before Christmas       |
| Labor Day      | Christmas Day              |
- J. If a holiday falls on Saturday, Friday shall be considered the holiday. If a holiday falls on Sunday, Monday shall be considered the holiday.
- K. To qualify for holiday pay, a member must work the last scheduled day before the holiday and the next scheduled day after the holiday unless the member is absent under the conditions of the paid illness, disability, bereavement or vacation leave.
- (1) For a part-time employee, the last scheduled day before the holiday during the Christmas/New Year's period will be understood as the last day school is in session in December and the next scheduled day after the holiday as the first day school resumes in January.
  - (2) Part-time employees may be required to work a number of hours during the Christmas/New Year's school vacation period equal to the number of hours of holiday pay for which they qualify. Failure to work the number of hours when requested will result in a proportional loss of holiday pay.
- L. Members who are eligible for paid vacation time (as specified within this Article) will receive a one-time, one-day addition to their paid vacation time on July 1, 1990. This clause is explicitly intended to balance the members' 13-month vacation calendar for the period June 1, 1989 through June 30, 1990.



- M. A part-time member who has been employed by the Board for at least three (3) continuous years and becomes a full-time employee may request his service to apply to the "length of employment" used to calculate vacation. The number of years credited for this purpose will be based upon the total number of hours worked as a part-time bargaining unit member (as calculated or estimated by the administration) divided by 2,000.

**ARTICLE XVIII - WAGES**

**A. Wage Scales**

1. Effective July 28, 1989 to July 27, 1990:

<u>Step</u>	<u>Custodian</u>	<u>Maintenance</u>
1	8.43	9.52
2	8.55	9.65
3	8.67	9.77
4	8.80	9.89
5	8.92	10.02
6	9.04	10.14
7	9.15	10.25
8	9.25	10.36
9	9.36	10.46

2. Effective July 28, 1990 to July 27, 1991:

<u>Step</u>	<u>Custodian</u>	<u>Maintenance</u>
1	8.85	10.00
2	8.98	10.13
3	9.11	10.26
4	9.24	10.39
5	9.36	10.52
6	9.49	10.65
7	9.61	10.76
8	9.72	10.87
9	9.83	10.99

3. Effective July 28, 1991 to July 27, 1992:

<u>Step</u>	<u>Custodian</u>	<u>Maintenance</u>
1	9.30	10.50
2	9.43	10.64
3	9.56	10.77
4	9.70	10.91
5	9.83	11.05
6	9.97	11.18
7	10.09	11.30
8	10.20	11.42
9	10.32	11.53



- B. Placement on these wage scales for any person being placed on a particular scale for the first time may begin at a higher level than Step One if the administration decides years of skills gained in another position either inside or outside of Hamilton Community Schools warrants such credit.
- C. Each full-time employee will progress up the scale at his/her anniversary date until the top is reached. Each employee working less than full-time will progress up the scale at his/her anniversary date to Step 4, and thereafter will move up the scale every second anniversary date.
- D. A person in the position of group leader will be on the custodial scale, plus forty cents (\$.40) per hour additional.

#### **ARTICLE XIX - RETIREMENT**

- A. All bargaining unit members are members of the Michigan Public School Retirement System and shall be granted any benefits thereunder.
- B. Upon retirement (meeting the requirements of the Michigan Public School Employees Retirement Board conditions for retirement) or death, the member (or his/her survivor) shall receive payment in the amount of one half (1/2) the accumulated sick leave days times the daily rate of the beginning step of the employee's pay scale at the time the service is terminated.

#### **ARTICLE XX - INSURANCE BENEFITS**

- A. The Board shall provide without cost to full-time employee, MESSA's Super Care I health insurance for a full twelve month period for the employee's entire family, including sponsored dependents as defined by MESSA.
- B. Full-time employees not electing health insurance coverage shall apply up to the amount of the Super Care I single subscriber premium toward the MESSA fixed option programs. If a husband and wife are both full-time members of this bargaining unit, one shall elect health insurance coverage and the other shall elect options. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups.
- C. The Board shall provide all full-time employees covered by the terms of this Agreement with Full Family MESSA Delta Dental Insurance under Plan E W/O - 7 (80/80/80 800).
- D. The Board shall provide to all part-time employees \$5,000 of term life insurance.
- E. Beginning January 1, 1990, the Board shall provide full premium payments for a long-term disability (LTD) insurance program for all members regularly scheduled to work twenty (20) or more hours during a



normal work week while school is in session according to the following:

- (1) Benefit percentage shall be 60% of eligible wages;
- (2) Maximum monthly income benefit shall be \$1,500;
- (3) 90 calendar day waiting period, modified fill;
- (4) The insurance carrier and any further specifications or requirements will be determined by the Board.

#### **ARTICLE XXI - CONTINUITY OF OPERATIONS**

The Association agrees that for the duration of this Agreement neither the Association nor its individual members will authorize or take part in a strike, work stoppage, or slowdown for any purpose whatsoever. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action which the Board deems necessary.

The Board agrees that it will not lock out its employees.

#### **ARTICLE XXII - GENERAL PROVISIONS**

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- B. The Board shall pay the expense of printing this Agreement. One (1) shall be made available to each Bargaining Unit Member and five (5) extra copies for the Hamilton Custodial Association shall be provided.

#### **ARTICLE XXIII - WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands that proposals with respect to any subject not removed by law from the area of collective bargaining. The agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the HCA, for the life of this Agreement, each waives the right to bargain collectively with respect to any subject referred to in this Agreement, or with respect to any subject not specifically referred to in this Agreement, even though such subject may not have been within the knowledge of either or both of the parties at the time that they negotiated or signed this Agreement.

#### **ARTICLE XXIV - SEVERABILITY**

In the event that any provision of this Agreement shall, at any time, be held to be contrary to law, such provision shall be null and void; however, all other provisions of this Agreement shall continue in full force and



effect.

**ARTICLE XXV - ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon the Board and the HCA. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the HCA. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

**ARTICLE XXVI - DURATION OF AGREEMENT**

This Agreement shall be effective July 28, 1989 and shall continue in full force and effect through July 27, 1992. This Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

**FOR THE  
HAMILTON CUSTODIANS ASSOCIATION**

Joan Greenfield

Alan Seelach

Jay Peters

Charles Brecher

**FOR THE  
HAMILTON COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

John DeJonghe

Don Fenschel

Frank St. Onge

Henry C. Heide



