

6/30/83

1981 - 1983

MASTER AGREEMENT

between

THE BOARD OF EDUCATION

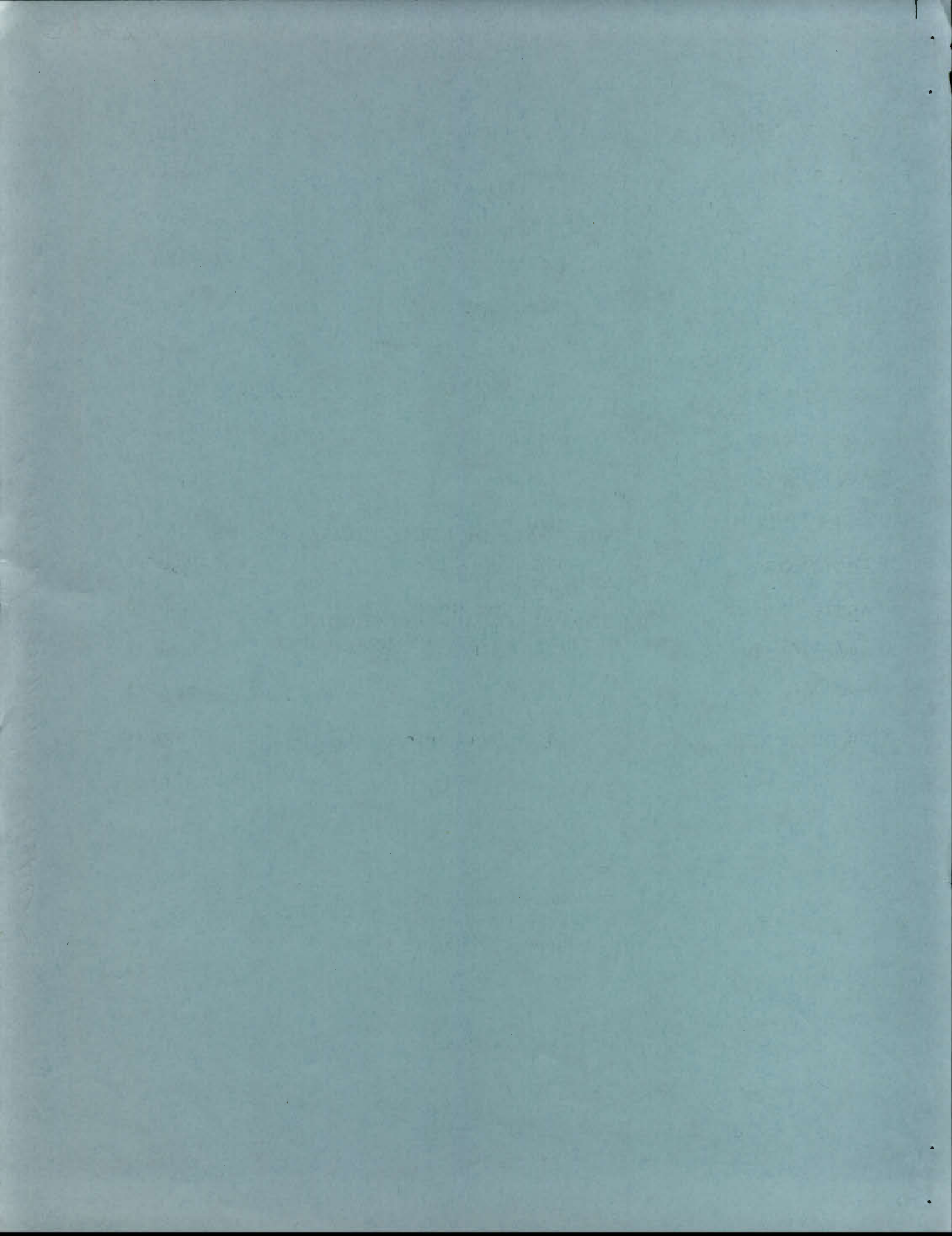
and

RICHMOND COMMUNITY SCHOOLS
CUSTODIAL-MAINTENANCE ASSOCIATION

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Richmond Community Schools
68931 Main Street
Richmond, Michigan 48062

Richmond Community Schools



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AGREEMENT

This Agreement entered into this _____ day of _____, 19____, by and between the Board of Education of the Richmond Community Schools, Richmond, Michigan, hereinafter called the "Board," and the Richmond Community Schools Custodial-Maintenance Association, hereinafter called the "Association."

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all custodial-maintenance personnel, but excluding substitutes, temporary per diem personnel, executive, supervisory and office personnel. The term "Custodian," when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above, and references to male custodians shall include female custodians.

B. The Board agrees not to negotiate with any custodian's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent an individual custodian from presenting a grievance and having the grievance adjusted without intervention of the Association. A representative of the Association shall be given an opportunity to be present at the adjustment.

ARTICLE II

Compensation

A. The Salary Schedule shall be as follows:

	<u>1981-1982</u>	<u>1982-1983</u>
Custodian I		
Probation Period (60 days)	7.21	7.71
Rate	7.71	8.25
Custodian II		
Probation Period (60 days)	6.82	7.30
Rate	7.35	7.86

	<u>1981-1982</u>	<u>1982-1983</u>
Custodian III		
Probation Period (60 days)	6.23	6.67
Rate	6.71	7.18

B. The longevity pay schedule shall be as follows:

At the end of 5 years of continuous service \$100 shall be paid. This is to continue through the 10th year.

At the end of 10 years of continuous service \$100 additional to the above shall be paid (total \$200). This is to continue through the 15th year.

At the end of 15 years of continuous service \$100 additional to the above shall be paid (total \$300). This is to continue through the 20th year.

At the end of 20 years of continuous service \$100 additional to the above shall be paid (total \$400). This is to continue through the 25th year.

At the end of 25 years of continuous service \$100 additional to the above shall be paid (total \$500). This \$500 maximum is to continue to be paid each year thereafter.

The anniversary date of employment shall be the determining date as to when each employee moves to the next level of the longevity pay salary schedule.

C. A participating terminal pay program shall be initiated as follows:

Custodians, upon termination of employment, will receive a terminal leave payment of sixty dollars (\$60) per year of accumulated seniority. A custodian must have a minimum of 10 years seniority to qualify.

In lieu of the above a custodian may choose to participate in the terminal pay program:

1. The custodian retiring will receive a terminal leave payment of sixty dollars (\$60) per year of accrued seniority for the first ten (10) continuous years.
2. After ten (10) years of continuous service the Board will match up to a maximum of sixty dollars (\$60) per fiscal year deductions for tax sheltered annuities.
3. After twenty (20) years of continuous service the Board will match up to a maximum of one hundred twenty dollars (\$120) per fiscal year deductions for tax sheltered annuities.

D. Time and one-half shall be paid for all time worked over and above forty (40) hours in any week or eight (8) hours in one day.

Time and one half shall be paid for work on Saturdays.

Double time shall be paid for work on Sundays.

Triple time shall be paid for work on Holidays.

Maintenance men and/or custodians called in for emergency repairs, or police calls, shall be paid a minimum of one (1) hour's wage.

All overtime must be approved by the Superintendent or Assistant Superintendent in advance of the overtime work.

E. Weekend building checks will be paid at double time. Time in excess of one hour per day must be approved.

ARTICLE III

Holidays

A. The following shall be considered as paid holidays:

July 4th	Christmas Day
Labor Day	First Working Day Preceding New Year's Day
Thanksgiving	New Year's Day
Friday after Thanksgiving	Good Friday
First Working Day Preceding Christmas	Memorial Day

B. If the holiday falls on a Saturday, Friday will be considered as the holiday. If the holiday falls on a Sunday, Monday will be considered as the holiday.

C. If the holiday falls on Tuesday, the custodian may elect to take the preceding Monday off providing he applies to the Assistant Superintendent and is granted permission and providing that he works the following Saturday at regular time.

D. If the holiday falls on Thursday, the custodian may elect to take the following Friday off without loss of pay providing that he applies to the Assistant Superintendent and is granted permission and providing that he agrees to work the preceding Saturday at regular time.

E. Under no circumstances will any of the provisions of this Article be in effect if school is in session or if legislation changes the present schedule of holidays.

ARTICLE IV

Vacations

A. Regular employees shall be eligible for paid vacations as follows:

1. After 1 year tenure -- 5 working days
2. After 2 years tenure -- 10 working days
3. After 3 years tenure -- 15 working days
4. After 15 years tenure -- 20 working days

Vacation days earned will be prorated at the time of vacation.

B. Vacations should be taken during the summer recess, but members of this Association may elect to take one week of their vacation while school is in session, subject to central office approval. No more than one person from each building may take a vacation during one given week. No substitute will be required for the vacationing employee.

C. Vacations may not be taken during the two week's period preceding the opening of school.

D. Vacation pay shall be paid in advance of the vacation if requested in writing by the Friday preceding the payroll period.

ARTICLE V

Insurance Protection

A. The Board shall provide Group Life Insurance protection in the amount of \$15,000, plus AD&D, that will be paid to the custodian's designated beneficiary.

B. The Board shall provide Blue Cross-Blue Shield health care or its equivalent for a twelve (12) month period for each member of the bargaining unit and his eligible dependents. Such coverage shall include comprehensive hospital semi-private riders

D45NM, DCCR, IMB, OPPC, CC;MVF-2, Rider ML; Master Medical. The Board assumes no responsibility for the payment of charges for sponsored dependents assumed by the employee.

C. Employees not electing to be covered by hospital - medical - surgical programs noted above will be offered Group Life Insurance coverage of \$30,000 payable to their designated beneficiary upon death.

Beginning with the 1980-1981 school year, custodians not electing to receive health insurance coverage through the school, the Board will apply up to \$500 toward any available fringe benefit program.

D. The Board shall provide a Dental Care Plan for all employees of the bargaining unit and their eligible dependents, MESSA Plan E or its equivalent.

E. In all items above, the provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits, nature and amount of benefits and all other aspects of coverage.

F. Custodians will not be eligible to receive the above fringe benefits during their probation period.

ARTICLE VI

Leaves

A. Custodians shall be permitted to be absent from their duties with the Richmond Community Schools without loss of pay because of personal illness subject to the following conditions:

1. Custodians shall be granted one day of absence per month of service in the Richmond Community Schools, unused portions of which shall annually accumulate indefinitely until termination of employment. For the first year, new hires will receive one sick day per month to be added to their sick leave account at the end of the month. After 5 years of continuous service, any custodian terminating employment will be paid for one-fourth of their unused accumulated sick time at their daily rate of pay.
2. The total number of days of absence to which the employee is entitled during the ensuing school year shall be credited to his account on the first day that his duties begin during that fiscal year, except new hires as noted above.

3. Custodians must be under firm employment, as defined by law, in order to be eligible to use their accumulated allowable days of absence.
4. Custodians shall be eligible to participate only during the effective days of valid employment between the custodian and the Board of Education.
5. Absences of less than seven (7) days resulting from a minor personal injury arising out of and in the course of employment with the Richmond Community Schools shall not be deducted from accumulated allowable days of absence providing the employee files at the Superintendent's office within three (3) days of the date of injury a statement from his doctor stating the number of days he will be unable to work.
6. Absences resulting from a major personal injury arising out of and in the course of employment with the Richmond Community Schools which entitled the injured custodian to compensation under the provisions of the Workmen's Compensation Act, shall not be charged against allowable sick leave until the thirtieth (30th) consecutive day of absence. Commencing with the thirty-first (31st) day allowable days of absence shall be charged only for that portion in excess of the compensation payment. The School District shall supplement the workmen's compensation check with an amount sufficient to regular salary for a period not to exceed the accumulated allowable days of absence providing all workmen's compensation checks covering the period from the date of the injury to the expiration of the accumulated allowable days of absence are turned in to the Superintendent's office for recording.
7. Custodians may be requested to submit a statement from the attending physician for absences of ten (10) or more duty days or for frequent absences of shorter duration. If a statement from another physician or clinic other than the one from the attending physician is required, the cost of such examination shall be paid by the Board of Education.
8. Accumulated allowable days of absence shall not be retroactive except for those days already credited to a custodian's account on the effective date of this agreement.
9. A custodian who has been employed for two (2) consecutive years and who has used his accumulated sick leave may apply vacation time for the period of the illness, and when this is gone, may request the Board of Education for a loan of sick leave days not to exceed twelve (12) days.

B. Custodians shall be permitted to be absent from their duties with the Richmond Community Schools without loss of pay because of illness in the immediate family subject to the following considerations:

- 1. A maximum of five days (5) each year, chargeable against accumulated days of absence shall be granted. Unused days shall not accumulate.**
- 2. The immediate family shall be defined as spouse, children, father or mother of either spouse, sibling of either spouse, grandparent of either spouse, any other person acceptable as an exemption on the custodian's income tax or any person who makes his home with the custodian and in the judgment of the Superintendent is emotionally dependent on the custodian as a member of a household.**
- 3. Absence shall be considered as necessary only when no other arrangements for care are possible.**
- 4. The "necessary care" must be such as would be prescribed by a physician or required by incompetency of the person requiring care.**
- 5. In all cases "other arrangements" are considered possible within one day after the emergency.**
- 6. Custodians shall be permitted to be absent from their duties without loss of pay or leave days because of mumps, scarlet fever, measles, or chicken pox for up to ten (10) days.**

C. Custodians shall be permitted to be absent from their duties without loss of pay for reasons of personal business subject to the following conditions:

- 1. A maximum of three (3) days each year, not chargeable against accumulated allowable days of absence shall be granted. A Request for Business Leave Documentation Form must be filled out to obtain the third day. Unused days shall not accumulate.**
- 2. Personal business shall be defined as business that requires the presence of the custodian and reasonably cannot be conducted at any time other than during the working day.**
- 3. Absence because of personal business may be granted by the Assistant Superintendent.**
- 4. Absences because of personal business shall be approved in advance. Exceptions shall be made only in cases of emergency.**
- 5. Requests for absence because of activities arising out of employment other than with the Richmond Community Schools, or as a result of membership in organizations shall not be approved.**

D. Custodians shall be permitted to be absent from their duties without loss of pay for reasons of death in the immediate family subject to the following conditions:

1. The immediate family shall be the same as that described in Section B-2 of this Article.
2. A maximum of five (5) days each occurrence, not chargeable to accumulated days of absence, shall be granted. Unused days shall not accumulate.
3. If the employee works on the day of death, the days allowed shall not include the day of death but shall begin with the first scheduled working day following the day of death.
4. If the day of death is a scheduled work day and the employee does not work on that day, the days allowed begin with and include the day of death.
5. If the day of death is not a scheduled work day or occurs during vacation periods, the days allowed are those scheduled working days which fall within nine consecutive calendar days including the day of death.
6. The Superintendent may extend these provisions in instances when in his judgment the time limitation is not sufficient to allow for all of the adjustments occasioned at the time of bereavement.

E. Absence for jury service by a custodian shall not be chargeable to the sick leave or personal leave allowance and the school district will pay the difference in salary between his daily salary and any fee he is paid for jury duty.

F. A military leave of absence shall be granted to any custodian who shall be inducted or shall enlist for military duty in lieu of induction in any branch of the armed forces of the United States. Upon return from such leave, a custodian shall be placed at the same position on the salary schedule as he would have been had he worked during such period.

G. The Board may grant leaves for reasons other than those previously stated. The granting of such leaves shall be based upon written application. Vacations should be taken during the summer recess, but vacation and/or leaves of absence without pay during the school year may be granted only if adequate substitutes are available and only if such absence from duty will not be detrimental to the custodial-maintenance program.

H. A leave of absence is not considered a break in service for seniority purposes.

I. Accumulated allowable days of absence shall be maintained but shall not accrue during the periods of the leave.

J. A leave of absence up to one (1) year without pay shall be granted to any custodian upon application for the purpose of engaging in other activities. The activity cannot be a similar position in another school system within the territorial limits of the United States. Upon return from such leave, the custodian will be placed at the same position on the salary schedule as he would have been if he worked in the district during that period.

ARTICLE VII

Promotion and Layoff

A. Whenever a vacancy arises or is anticipated, the Assistant Superintendent shall post notice of same on a Bulletin Board in each building. Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant and length of service in the District. Any new position, including supervisory positions, shall be posted with an accompanying job description. An applicant with less service in the District shall not be awarded such position unless his qualifications shall be substantially superior.

B. In all cases of decrease of personnel, including a temporary layoff due to causes beyond the control of the Board of Education, seniority shall govern when the senior employee can and does perform the available work or assignment satisfactorily. Employees to be laid off for an indefinite period of time shall be given at least a 5-day written notice of such layoff. The employee shall maintain his seniority during such period of layoff.

C. When the working force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If the employee fails to report for work within ten (10) days from the date of sending such notice, his employment shall be considered terminated.

ARTICLE VIII

Seniority

A. Upon completion of his probationary period, the custodian will be considered to have seniority computed from the first work day. A custodian's seniority is understood and agreed to be the length of service acquired and shall start and accumulate from the most recent date of hiring of said custodian.

B. A person transferring from a different Association or bargaining unit within the school district shall not carry his seniority to this Association.

C. A custodian shall lose his seniority for the following reasons only:

1. The custodian resigns.

2. The custodian is discharged.
3. Retirement under the Michigan School Employees Retirement Fund.

D. Employees working less than an 8-hour day shall have their time prorated for seniority purposes.

ARTICLE IX

Grievance Procedure

A. Definitions:

1. A Grievance shall mean a complaint by a custodian or a group of custodians that there has been an alleged violation or misinterpretation of specific provisions or articles of this Agreement.
2. An Aggrieved Person shall mean the person who is a member of the bargaining unit covered by this contract, or any group of such custodians, making the complaint.
3. A Party in Interest shall mean the person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. The term Days in this article shall mean duty days, except where otherwise indicated.

B. General Principles:

1. Any custodian who is a member of the bargaining unit covered under this contract, or any group of such custodians, or the Association believing that they are aggrieved may file a grievance in accordance with the principles and procedures designated in this Article.
2. It shall be mutually agreed that any custodian participating in any professional grievance negotiations shall conduct said negotiations without interruption of his duty day. Released time shall be granted only upon mutual consent by the aggrieved person, the Association and the Superintendent. Such released time shall be without loss of pay.
3. A grievance may be withdrawn at any level without prejudice or record.

4. The Board representative shall note the time when the grievance complaint is received. If dispute shall arise as to time of filing, such notation shall be conclusive evidence of the date of its receipt. Level One of the Grievance Procedure must be invoked within five (5) days of the alleged aggrieved act.
5. Upon failure of the aggrieved person to file the grievance within the time limits specified in this article, it shall be conclusively presumed that said incident or grievance has been satisfactorily resolved.
6. The grievance discussed and the decision rendered at Level One shall be placed in writing only at the request of either party.
7. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation
8. Forms for filing and processing shall be designed and prepared by the Superintendent of Schools.
9. The following matters shall not be the basis of any grievance filed under the procedures outlined in this article:
 - a. Failure to re-employ or the termination of the services of any probationary custodian.
 - b. Any complaint for which there is another remedial procedure or forum established by law or regulations having the force of law.
10. The primary purpose of this grievance procedure is to secure solutions at the closest supervisory level possible. Both the Association and the Board agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any custodian with a legitimate grievance to discuss the matter informally with his Principal as described in Level One of the procedure.

C. Procedure

1. **LEVEL ONE:** Any custodian may first discuss the problems with his building principal with the objective of resolving the matter informally, except that persons not assigned to a specific building may first discuss the problems with the Assistant Superintendent.
2. **LEVEL TWO:** In the event the claimant is not satisfied with the disposition of the grievance at Level One, or in the event no decision has been rendered within ten (10) days from receipt of the grievance by the building principal,

the grievance procedure may be further invoked by presenting the written grievance to the Assistant Superintendent. Such action must be taken within three (3) days of receipt of the decision at Level One or of the expiration of the time limit for rendering such decision. Within ten (10) days from receipt of the grievance by the Assistant Superintendent he shall render a decision as to the solution.

3. LEVEL THREE: In the event the claimant is not satisfied with the decision at Level Two, or in the event no decision is rendered within ten (10) days, the claimant may refer the grievance to the Superintendent. Such action must be taken within three (3) days of receipt of the decision at Level Two or of the expiration of the time limit for rendering such decision.
4. LEVEL FOUR: In the event the claimant is not satisfied with the decision at Level Three, or in the event no decision is rendered within ten (10) days, the claimant may refer the grievance to the Board of Education. Such action must be taken within five (5) days of the receipt of the decision at Level Three or the expiration of the time limit for rendering such decision.
5. Within thirty (30) days of the receipt by the Board of Education of the written referral, its Grievance Review Committee shall designate one or more of its members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for considering the grievance.

A decision shall be rendered within fifteen (15) days of the receipt of the referral by the Board Review Committee.

The decision of the Board acting through its Board Review Committee shall be final.

ARTICLE X

Employee Protection

A. Any case of assault upon a custodian which has its inception in a school centered problem shall be reported immediately in writing to the Superintendent or his designated representative. The Board will provide legal counsel to advise the custodian of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the custodian in connection with the handling of the incident by law enforcement and judicial authorities. A custodian may use such force as is necessary to protect himself from attack, or to prevent injury to another student or destruction to school property.

B. If any custodian is complained against or sued as a result of any action taken by the custodian while in proper performance of his duties for the Board of Education, the Board will provide legal counsel and render all necessary assistance to the custodian in his defense.

C. Time lost by a custodian in connection with any incident mentioned in this article shall not be charged against him.

D. The Board will reimburse custodians for any loss, damage or destruction of clothing or personal property of the custodian while on duty in the school or on school premises, if caused by a deliberate act of vandalism or malicious mischief which has its inception by a student or as the result of rendering assistance in an emergency. No payment shall be made if the damage could be redeemed from automobile compensation or home owners insurance.

ARTICLE XI

Employee Rights

A. The Board agrees to furnish to the Association, in response to reasonable requests, financial information of the district for collective bargaining together with information which may be necessary for the Association to process any grievance or complaint.

B. Custodians shall be entitled to full rights of citizenship and no political or religious activities, or lack of it, shall be grounds for any discipline or discrimination with respect to employment.

C. Reprimands, warnings, and discipline for any infraction of rules or delinquency in performance are sometimes necessary. A custodian receiving a reprimand, warning or discipline has the right to defend himself by discussing it with the appropriate administrator before action is taken. The custodian may have a member of the Association present as a witness upon his request.

ARTICLE XII

Board of Education Rights

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations 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 Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE XIII

Miscellaneous Provisions

A. Copies of this Agreement shall be printed at the expense of the Board of Education and presented to all custodians now employed or hereafter employed by the Board.

B. If any provisions of this agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. As a condition of employment, all custodians employed for the first time shall be required to have a physical examination at the expense of the Board of Education and by a physician designated by the Board. In the event the custodian chooses to have a physical examination performed by a physician other than the one designated by the Board, the examination shall be at the custodian's expense.

D. Chest X-rays or tuberculin tests shall be required every 3 years of all employees. Proof of freedom from tuberculosis is to be in the Superintendent's office before the first pay check in July is issued.

E. In cases of emergency school closing when students are not required to attend school, a custodian will begin his 8-hour day whenever he can get to his assigned position. Two emergency days, not used, may be taken at Easter recess and will be arranged by the head custodian. The remaining emergency days will be added to the custodian's vacation.

F. All activities and functions in the school buildings will be supervised by personnel other than the custodians so they can do their assigned duties with minimum interruptions.

G. Part time employees will be allowed vacation time and seniority based on the hours usually worked.

H. The Association acknowledges that during the negotiations that resulted in the Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement. Therefore, the Association, for the life of this Agreement voluntarily and unqualifiedly waives the right, and agrees that the Board of Education shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the Association at the time that they negotiated this Agreement.

ARTICLE XIV

Duration of Agreement

A. This Agreement shall be effective as of July 1, 1981, and continue in effect until June 30, 1983, provided that upon written notice to the other party at least sixty (60) days, and not earlier than ninety (90) days, prior to the first day of May, 1983, either party may request the re-opening of negotiations for the next succeeding fiscal year.

B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

RICHMOND COMMUNITY SCHOOLS
CUSTODIAL-MAINTENANCE ASSOCIATION

By _____
President

By _____
Robert Collard

By _____
Secretary

By _____
Marvin Fistler

