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6/30/90

1987-1990
MASTER AGREEMENT
between the
BOARD OF EDUCATION
Armada Area School District
Armada, Michigan
and the
ARMADA CUSTODIAL and MAINTENANCE ASSOCIATION
Armada, Michigan

Armada Area School

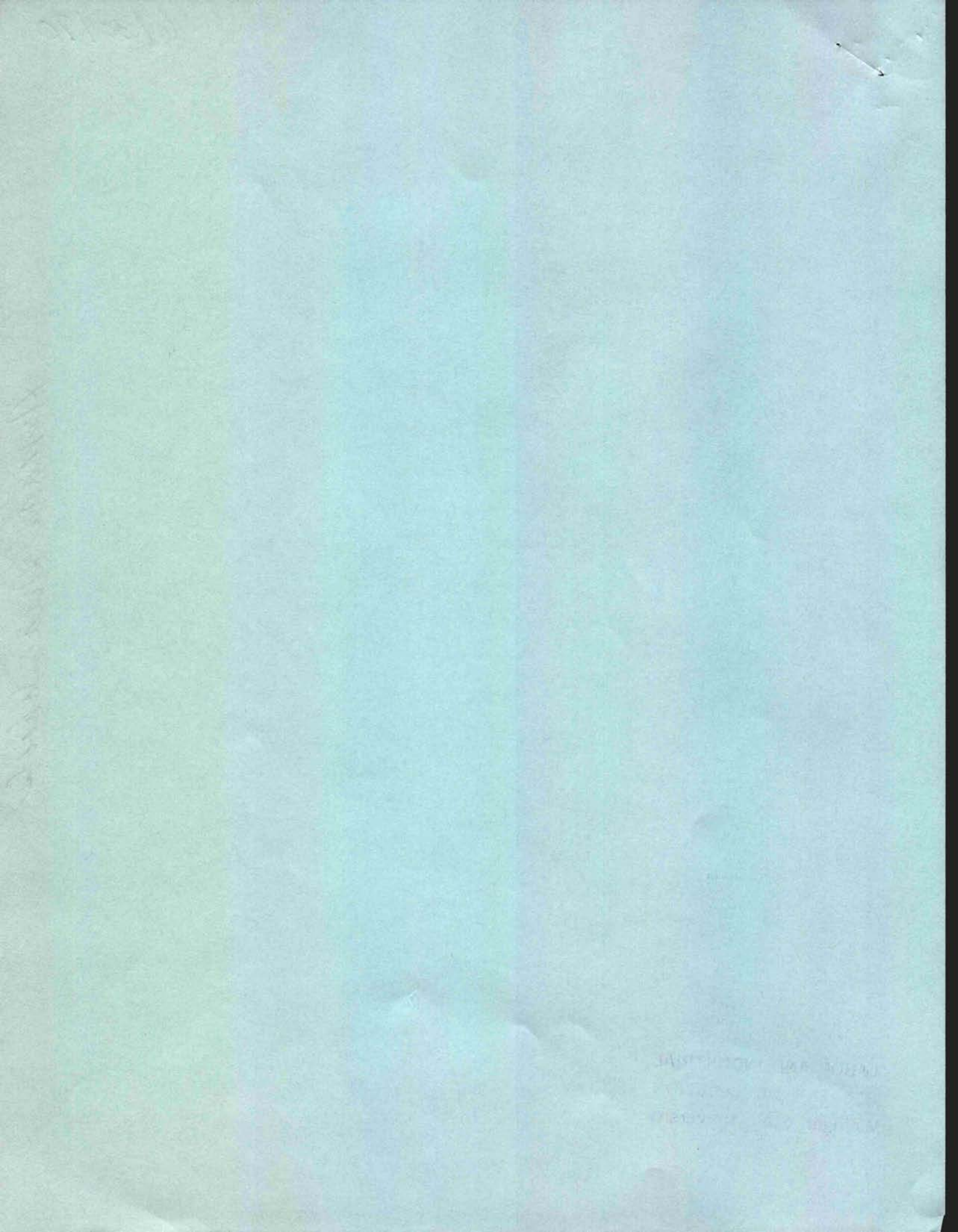


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MEMORANDUM OF AGREEMENT

PREAMBLE

THIS AGREEMENT, entered into this 21st day of September, 1987, by and between the Board of Education of the Armada Area School District of Armada, Michigan, hereinafter referred to as the BOARD, and the Armada Custodial and Maintenance Association, hereinafter referred to as the ASSOCIATION.

WITNESSETH:

WHEREAS, the BOARD and the ASSOCIATION mutually recognize that well maintained school buildings are essential to quality education, and;

WHEREAS, the BOARD and the ASSOCIATION, as a result of deliberate and extended negotiations have agreed to the terms and conditions of employment of all members of the ASSOCIATION and are desirous of hereby confirming and reducing those agreements to memorandum;

NOW THEREFORE, in consideration of these presence, the mutual promises and covenants herein contained, it is agreed as follows:

ARTICLE I - RECOGNITION

A. The BOARD hereby recognizes the Armada Custodial and Maintenance Association as the sole and exclusive bargaining representative as defined in Statute in such case made and provided, for all custodial-maintenance personnel, EXCEPTING HOWEVER, substitute, temporary per diem personnel, custodial-maintenance supervisor, and other supervisory personnel. The term "custodian" when used hereinafter, shall refer to all employees represented by the ASSOCIATION in the bargaining or negotiations as defined above and reference to custodians shall include male and female gender.

B. The BOARD agrees not to negotiate with or recognize any custodial organization other than the ASSOCIATION for the duration of this Agreement.

ARTICLE II - BOARD RIGHTS

A. The BOARD, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, right, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States.

ARTICLE III - ASSOCIATION RIGHTS

A. The members of the association shall have the right to participate in professional organizations and to negotiate or bargain collectively with their public employer through representatives of their own choice and shall not be discriminated against as a result of such activities. Members of the ASSOCIATION shall not be discriminated against as a result of instituting a grievance, complaint or proceeding under this Agreement or because he has given testimony or instituted proceedings under the law.

ARTICLE IV - DUTIES

A. Custodians shall properly do and perform any and all things necessary in and about the fulfilling of their duties in relation to the cleaning and maintenance of all school buildings and grounds, as may be directed by the custodial-maintenance supervisor, the superintendent or his designee and the policy of the BOARD.

B. All custodians shall act at all times as representatives of the school district to the public and shall therefore conduct themselves in a manner which shall be in the best interest of the school district.

C. Maintenance will be considered custodial staff when directed by Administration and will be assigned from time to time custodial duties at the discretion of the Administration.

ARTICLE V - WORK SCHEDULE AND HOURS

A. All custodians shall work a schedule as shall be determined by the custodial-maintenance supervisor.

B. Custodians shall work forty (40) hours per week, eight (8) hours per day.

C. All overtime will be on a rotating seniority basis. Custodians shall work overtime within their own building unless otherwise scheduled by the custodial-maintenance supervisor. Custodians shall have a twenty-four (24) hour notice for overtime to be worked unless an emergency arises.

D. Call In: Minimum two (2) hours (which almost guarantees two hours at time and one-half) except when supervisor requests shift change. (Example-Employee is called in early Monday - Friday to assist in snow removal and works regular eight hour day.)

E. At the beginning of the school year, custodial positions shall be bid on the basis of seniority and other qualifications. If during the year an opening becomes available, it shall be posted in the school buildings at least one week prior to assignment. The position shall be given to the applicant with the most seniority and qualifications. The Administration will decide, at their discretion, on placement of the applicant, after consultation with the Association.

F. Custodial maintenance employees shall report to work on days when school is closed due to an act of God (snow day). Each employee who reports to work on these days will receive 1/2 day, up to 1 1/2 days compensatory time, non-accumulative, at the discretion of the Supervisor. It is understood that the custodian may be asked to report at a later time of day.

ARTICLE VI - COMPENSATION

A. All custodians shall be compensated in accordance with the following schedule:

YEARS EXPERIENCE	CLASSIFICATION	1987-88 COMPENSATION	1988-89 COMPENSATION	1989-90 COMPENSATION
0	Custodian	\$ 7.42	\$ 7.86	\$ 8.33
6 months	Custodian	\$ 8.28	\$ 8.78	\$ 9.30
	Maintenance #2.	\$ 9.00 (new base)	\$ 9.45	\$ 9.92
	Maintenance #1	\$10.00 (new base)	\$10.50	\$11.03
	Maintenance Custodian	\$.10	\$.10	\$.10
	Head Building Custodian	\$.10	\$.10	\$.10
	Shift Premium	\$.10	\$.10	\$.10

B. Compensation for work exceeding forty (40) hours per week shall be at time and one-half rate computed at the total hourly rate, including head custodial and/or maintenance and/or head maintenance custodial compensation as applicable. EXAMPLE:

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Regular Custodian Rate	\$ 8.28	\$ 8.78	\$ 9.30
Head Building Custodian	.10	.10	.10
Maintenance Custodian	.10	.10	.10
Shift Premium	.10	.10	.10
	<u>\$ 8.58</u>	<u>\$ 9.08</u>	<u>\$ 9.60</u>
	x <u>1 1/2</u>	x <u>1 1/2</u>	x <u>1 1/2</u>
	\$12.87	\$13.62	\$14.40

C. Increments in compensation as indicated in this article are not necessarily automatic. When deemed necessary by the custodial-maintenance supervisor and the Superintendent or his designee, a custodian may be placed on probation for a period of time until a change in pay is warranted.

D. All custodians shall be compensated a minimum of Eight and 28/100 Dollars (\$8.28 for 1987-88), Eight and 78/100 Dollars (\$8.78 for 1988-89), and Nine and 30/100 Dollars (\$9.30 for 1989-90) of their regular pay at a time and one-half rate for working scheduled activities that do not come within working hours. Custodians shall rotate these responsibilities. A week's notice of such activities will be given when possible.

Additional rate for head building and maintenance custodian shall be included in their hourly rate when computing overtime rates. (See Example)

ARTICLE VII - LEAVE OF ABSENCE

A. SICK LEAVE - The BOARD shall grant a maximum of one (1) day per month sick leave each school year, which may accumulate to a maximum of one hundred (100) days. The BOARD shall have the right to request medical verification of absence.

B. The BOARD shall grant time necessary not to exceed five (5) days for death in the family. Immediate family is limited to spouse, child, father, mother, father-in-law, mother-in-law, brother, sister, or other person permanently residing within the household. Bereavement shall also include grandchildren and grandparents.

C. PERSONAL LEAVE - The BOARD shall grant a maximum of three (3) days per year for the conduct of personal affairs which cannot be handled outside of the working days. Notice of said personal leave day or days shall be given to the custodial-maintenance supervisor three (3) days prior to said leave, except in emergency situations. Personal days may be taken before or after a holiday as long as school is not in session that day. If school is in session, personal days may not be taken except in an emergency.

ARTICLE VIII - SICK LEAVE ACCUMULATION FOR RETIREMENT PURPOSES - FROZEN

A. Sick leave accumulation for retirement purposes has been frozen at the number of days which was accumulated by each custodian through June 30, 1971.

B. Upon retirement from Armada Area Schools under the Retirement Act, the custodian shall receive a sum equal to one-half his accumulated sick days as of June 30, 1971, times his 1970-1971 daily rate of pay.

C. Any of the sick days which have been accumulated through June 30, 1971, which are subsequently used through normal sick leave of absence, shall be permanently deducted from the accumulation which is eligible for payment upon retirement.

ARTICLE IX - VACATIONS

A. All vacations of any custodian shall be governed by the custodial-maintenance supervisor and Superintendent or his designee in reference to the time of year vacations are taken. One week may be taken at any time.

B. Custodians shall be eligible for paid vacations as follows:

<u>DURATION OF EMPLOYMENT</u>	<u>VACATION EARNED</u>
1 Year	1 Week
2 Years	2 Weeks
3 Years	2 Weeks + 1 Day
4 Years	2 Weeks + 3 Days
5 Years	3 Weeks
10 Years	4 Weeks

C. All present leave frozen until new contract takes effect.

ARTICLE X - HOLIDAYS

A. The following shall be considered as paid holidays:

Labor Day	New Year's Day
Thanksgiving	Good Friday
Day after Thanksgiving	Easter Monday
Day before Christmas	Memorial Day
Christmas	July 4th
Day before New Year's	

B. The rate of compensation shall be for eight (8) hours at "straight time compensation" regardless of the day of the week on which the holiday falls, PROVIDED HOWEVER, that if any custodian shall work on any of the holidays above mentioned, pursuant to the request of the custodial-maintenance supervisor, then and in that event, said custodian shall be compensated at a "double time rate" for that day or days.

ARTICLE XI - INSURANCE

A. The BOARD shall provide the same prescription rider, Blue Cross/Blue Shield Medical, and Dental Plan as provided in the Teacher's Master Agreement. The BOARD also agrees to pay the premium for MESSA orthodontic rider - MESSA 004, or its equivalent (60% to a maximum \$1,000 lifetime benefits for dependents 19 or younger).

B. The BOARD will provide Eighteen Thousand Dollars (\$18,000.00) of term group life insurance for all employees in the bargaining unit, payable to their designated beneficiary.

C. The BOARD agrees to pay the premiums for MESSA Intermediate Vision care, or its equivalent.

D. The BOARD will pay 5% retirement.

E. LTD after one year of illness, doctor note necessary. Board appointed doctor at Board expense. If there is a professional difference of opinion, another physician's opinion will be required. The physician will be chosen by mutual agreement between the employee and the Board.

ARTICLE XII - NEW EMPLOYEES

A. All new custodial employees hereunder shall serve a minimum probationary period of three (3) months.

ARTICLE XIII - SENIORITY

A. Seniority will be gained only through unit membership. (i.e. Seniority shall not be brought in from other school bargaining units.)

B. Bargaining unit members who leave the bargaining unit shall have their seniority frozen within the custodial association only if their new assignment is within the school district.

C. Bargaining unit members who resign from the school district will lose all seniority.

D. Bargaining unit members who leave the custodial bargaining unit to another position within the Armada School District may only return when there is an available position. (i.e. An opening that occurs through resignation, retirement, dismissal, etc., they will not have the right to bump a less seniority person.)

ARTICLE XIV - GRIEVANCE PROCEDURE

A. A grievance is a matter involving the violation of a specific article or section of this Agreement.

B. The following matters shall not be the basis of any grievance filed under the procedures outlined in this article:

1. The termination of the services of any probationary custodian.
2. The placing of a probationary custodian on an extended probationary period as provided herein.
3. Any complaint for which there is another remedial procedure or form established by law or regulation having force of law.

C. If the custodian or ASSOCIATION does not process the alleged grievance with the custodial-maintenance supervisor at Level One within ten (10) school days following the date on which the alleged grievance occurred, then the grievance shall be considered waived.

D. PROCEDURE

Level 1 - Any custodian or the ASSOCIATION shall discuss the alleged grievance with the custodial-maintenance supervisor in an informal manner. The custodial-maintenance supervisor shall have five (5) school days in which to resolve the problem.

Level 2 - Within five (5) school days of receipt of the decision of the custodial-maintenance supervisor, the aggrieved custodian or the ASSOCIATION may appeal to the appropriate building principal. The appeal shall be in writing, and shall specify the section of the Agreement allegedly violated and shall contain the reasons for the appeal. Within ten (10) school days after the receipt of the appeal, the said building principal shall render his decision in writing.

Level 3 - Within five (5) school days of the receipt of the written decision of the said building principal, the aggrieved custodian or the ASSOCIATION may appeal the decision to the Superintendent or his designee. The appeal shall be in writing and shall contain the same wording as the grievance filed with the said building principal and shall contain the reasons for the appeal.

Level 4 - Within five (5) school days of the receipt of the written decision of the Superintendent or his designee, the aggrieved custodian or the ASSOCIATION may appeal the decision to the Board of Education. The appeal shall be in writing and shall contain the same wording as the appeal filed with the Superintendent or his designee, and shall contain the reasons for the appeal.

ARTICLE XV - DURATION OF CONTRACT RETROACTIVITY

A. The terms and conditions of this Agreement shall be in full force and effect retroactively from the 1st day of July, 1987, and shall continue in full force and effect until the 30th day of June, 1990. This contract may be reopened by either party upon notification in writing between March 1 and March 15, 1990.

ARTICLE XVI - LAY-OFF AND RECALL

When two or more custodians are hired at the same time and lay-off shall be necessary, a coin flip shall determine who shall be laid off first. The following list of custodians shall be a seniority list for purposes of lay-off and shall be used if and when it becomes necessary to reduce staff:

Earl Pomeroy
Anguilina Zarate
Pat Zarate
Theresa Vanlerberghe
Jim Ballard
Dan Fox
Pat Darling
Gerald Dean
Wayne Constance
Wesley Teller
William Porte
Marvin Kogelmann
Harold Bollaert

Recall shall be done in reverse order of lay-off. The last custodian laid off shall be the first to be recalled.

ARTICLE XVII - MISCELLANEOUS

A. Supervisor of Maintenance shall post in each custodial room each year the accrued vacation time for all custodians. Custodians shall have ten (10) days to review this list and identify and report any discrepancies to the Supervisor of Building and Maintenance.

B. Custodians called for Jury Duty shall be reimbursed the difference between the daily rate of pay and compensation received from Jury Duty.

C. Any new fringe benefits negotiated in any Armada Area School District Master Agreement during the life of this working contract shall be offered to all members of the custodial staff.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their duly authorized representatives.

ARMADA BOARD OF EDUCATION

Dated _____

President

Dated _____

Secretary

ARMADA CUSTODIAL AND MAINTENANCE ASSOCIATION

Dated _____

President

Dated _____

Secretary