

9059

9/30/89

MANISTEE AREA PUBLIC SCHOOLS'  
CUSTODIANS' AGREEMENT

This Agreement, Effective October 1, 1987, is by and between the Manistee Area Public Schools, hereinafter referred to as the "Board," party of the First Part, and the Manistee School Custodian Association, hereinafter referred to as the "Association," party of the Second Part.

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining agency for all regularly employed custodians, maintenance personnel, and custodial aides of the school district with respect to rates of pay, hours of employment, and such other conditions of employment as required by Section II of Act 379, Public Acts of 1965. Substitute employees are specifically excluded from this Agreement. The Board reserves the right to establish the position of Maintenance Supervisor thereby excluding that position from this Agreement.

B. The Board recognizes and will not directly or indirectly interfere with the rights of the employees to be members of the Association and will not discriminate against employees on account of Association membership or activity and likewise the Association will not interfere or discriminate against any employee who is not a member of the Association.

Michigan State University  
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ARTICLE II - AGENCY SHOP

A. Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required, as a condition of continued employment, to continue memberships in the Association or pay a service fee to the Association equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

B. Employees covered by this Agreement shall be required as a condition of continued employment to become members of the Association or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of

*Manistee Area Schools*

this Agreement, and such condition shall be required for the duration of this Agreement.

C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Association or pay a service fee to the Association equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

D. The Association agrees to assume the legal defense of any suit or action brought against the Board of the School District, School Board Members, Agents, and Representatives for the discharge of any employee under the terms of this Article and the union further agrees to indemnify and save the Board, the School District, School Board Members, Agents, and Representatives of the Board of School District, harmless against all claims, demands, costs, suits, damages or other forms of liability, including back pay and all court or administrative agency costs which may arise out of or by reason of action by the Board for the purpose of complying with this Agreement.

E. Association dues shall be by payroll deduction.

### ARTICLE III - MANAGEMENT

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 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.
2. To the full and exclusive control, direction and supervision of operations and working forces, and shall have the right to change jobs or establish new jobs as required by operating procedures, subject to the seniority and other provisions herein contained.

3. To establish Board regulations, practices, and safety rules, from time to time, and distribute same to the employees.

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 to 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 IV - SUPERVISION OF EMPLOYEES: CHAIN OF COMMAND

A. General Supervision - The Superintendent and Ass't. Superintendent are responsible for the general supervision of all employees.

B. Building Supervision - The Principals are responsible for supervising the day to day work of the custodial staff of each building.

The Head Custodian at the High School is considered to be the day to day coordinator of the custodial staff in the Jr./Sr. High School buildings. The two Building Principals shall make work requests to the Head Custodian who is responsible for getting the work done. If necessary, he/she has the authority to delegate work to other custodians or reassign custodial work on a temporary basis. In the event the Head Custodian is not available, Principals may temporarily reassign or redirect custodial work to get jobs done. All custodians in the Jr./Sr. High buildings are subject to temporary reassignment in cases of immediate need and are not limited entirely to any specific work area.

Evaluation and discipline of custodians shall be the responsibility of the Building Principal. Discharge shall be the responsibility of the Superintendent.

C. Summer Supervision

1. High School Building - A summer lead person shall be appointed for the summer and shall be considered the group leader for completing summer work at the Jr./Sr. High buildings. He/she shall be responsible for scheduling custodial work to obtain efficient

and productive work by the custodial staff and shall be the direct liaison between the Administration and the custodial staff for rescheduling and redirecting summer work.

2. Maintenance Person - The maintenance person will continue to be responsible to the Superintendent and Ass't. Superintendent during the summer months. There will be periodic meetings with the Superintendent and Ass't. Superintendent, the Maintenance Person, and the High School Lead Person to determine priorities at the High School and how they relate to priorities of the entire School District.

#### ARTICLE V - GRIEVANCE PROCEDURE

A. Any employee believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may within ten (10) calendar days, file a written grievance signed by the employee or employees involved with the Association Grievance Committee. If the Grievance Committee approves the Grievance as being valid and just, the written grievance may be filed with the Building Principal within ten (10) calendar days. Such grievance shall state specifically the article and section of the Agreement allegedly violated, the conditions resulting in the alleged violation, and the relief sought.

B. Within ten (10) days of receipt of the grievance, the Building Principal shall meet with the employee or group of employees to resolve the grievance. If the grievance cannot be resolved between the parties, the grievance may then be forwarded to the Superintendent of Schools within five (5) days.

C. Within ten (10) days of receipt of the grievance, the Superintendent of Schools shall meet with the employee or group of employees in an effort to solve the grievance. If the grievance cannot be resolved between the parties, the grievance shall be forwarded to the Board, together with a statement of reasons why it could not be resolved.

D. Within fifteen (15) days from receipt of grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon or prescribe such procedure as it may deem appropriate for consideration of the grievance.

E. If the decision of the Board is not satisfactory to the Association, the grievance may, within fifteen (15) days, be submitted to the Labor Mediation Board.

F. Failure to appeal within the above time limits shall be deemed acceptance of the decision.

G. A grievance may be withdrawn at any level without prejudice or record.

#### ARTICLE VI - EMPLOYMENT

A. The basic responsibility of the custodial employees shall be to provide the physical conditions most conducive to carrying out the educational program of the school.

B. The employment, transfer, reassignment or dismissal of the employees shall be the responsibility of the Board or its agent.

C. The duties of the custodial staff shall be:

1. Keep buildings and grounds in a clean, sanitary condition
2. Care of lawns, shrubbery and playgrounds
3. Operate efficiently all ventilation, heating and mechanical equipment
4. Make minor repairs to buildings, furnishings, and equipment within the capabilities of the individual custodian and promptly report major needs to the Building Principal
5. Display the flag daily when school is in session
6. Clean buildings daily or as directed
7. Keep sidewalks free of snow and ice as much as possible
8. Perform other such duties as are required to create best possible conditions in the building

D. The district groundskeeper shall be responsible for the overall maintenance of the grounds of all school properties in cooperation and coordination with Building Head Custodians.

E. Custodial Aide duties include dusting, emptying wastebaskets, cleaning chalkboards, mirrors, windows, toilets, lavatories, furniture,

walls, etc., and any other assigned duties. Custodial Aides may be scheduled from 4 to 6 hours daily. Custodial Aides shall work the same days as teachers are scheduled for work as determined by the annual school calendar. No deviation from this schedule shall be made unless it is for reasons of emergency and approved by the Superintendent or Ass't. Superintendent.

F. New regular employees shall be on probation for a period of thirty (30) days during which time their work will be evaluated by the Board or its agent. The right to release such probationary employees shall be vested exclusively in the Board.

G. Dismissal Procedure - Any employee whose work performance is evaluated as unsatisfactory shall:

1. receive a verbal warning for first offense;
2. if a second offense occurs within twelve (12) months of a verbal warning, the employee shall receive a written reprimand. If more than twelve (12) months have elapsed since receiving a disciplinary warning, another verbal warning shall be issued;
3. if a third offense occurs within twelve (12) months of a written warning, the employee shall be suspended for three days without pay. If more than twelve (12) months have elapsed since the first written warning, then another written warning shall be issued in lieu of suspension;
4. if a fourth offense occurs within twelve (12) months of a disciplinary suspension, the employee shall be discharged. If more than twelve (12) months have elapsed since being disciplined, the employee shall be suspended as per step 3 of the disciplinary process.

Employees may be discharged immediately without progressing through the above steps in cases of personal misconduct, insubordination (except in cases of contract interpretation), theft, possession of alcoholic beverages, and similar offenses.

The Association shall be informed in writing of any disciplinary action taken with respect to its members within five (5) working days of such action.

H. The Board may if it so desires, require personnel to present a health certificate signed by a reputable physician of their choice and attesting general satisfactory health and freedom from any communicable disease.

I. New jobs or permanent vacancies shall be posted by notifying the President of the Association in writing within fifteen (15) days of the vacancy. Action shall be taken to fill the vacancy within fifteen (15) days of the posting. It shall be the responsibility of the Association to notify the membership. Vacancies caused by absence, not to exceed six (6) months shall be filled by substitutes or transfer at the discretion of the administration. Seniority and past performance shall be taken into consideration.

J. Job placement will be made by the Board based upon performance and ability, however, seniority will prevail when those factors are equal in candidates bidding for the position. Association members shall be given first opportunity and consideration in filling the vacancy unless the position requires special qualifications that are not possessed by any Association member bidding for such position. An employee has the right to return to his former position within two (2) weeks, if he/she finds his/her new position unsatisfactory.

K. Two classes of seniority shall be established: One class for full-time custodians, one class for part-time custodians and custodial aides.

If an employee is transferred to a position with the Board not included in the bargaining unit and is thereafter transferred again to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred.

L. Part-time custodian classification shall be for thirty (30) hours or less work per week. Any custodian assigned more than thirty (30) hours per week regular work shall be placed on the full-time custodian wage scale and seniority list.

M. When employees move from one seniority classification to another, they shall not carry forward any seniority into the new classification.

## ARTICLE VII - LAY-OFF AND RECALL

When a lay-off takes place, employees not entered on the seniority list shall be laid off first. Seniority employees shall be laid off in the inverse order of their seniority except that the Head Building Custodians shall be the last to be laid off. Custodians will be reassigned and work loads and schedules shall be adjusted to reflect the reduction in custodial staff.

A minimum of one week's notice shall be provided employees of pending lay-off as related to this article. Temporary suspension of work for reasons of emergency or strike action is not subject to this provision.

Employees who are laid off from one classification and who have previously acquired seniority in another classification will be permitted to exercise such seniority providing they are qualified to perform the work available and have the necessary seniority.

Recall Procedures - When the work force is increased after a lay-off, employees will be recalled according to seniority, with the most senior employee on the lay-off being recalled first. If an employee fails to report for work within ten (10) calendar days from the date of recall, he shall be considered a quit. In proper cases, exceptions may be made.

## ARTICLE VIII - LEAVES

A. Each full-time custodian shall be granted an allowance of eighteen (18) days' sick leave per year after completing one full year of employment. During the first year of employment, he/she shall be granted the eighteen days immediately upon employment with the provision that should the employee leave the employment of the school district before completing a full year and use more than his/her earned pro-rated sick leave ( $1\frac{1}{2}$  days per month), the Board shall deduct the excess sick days used from the final paycheck. Sick leave may be accumulated to a total of one hundred (100) days.

All part-time custodians and custodial aides shall be granted twelve (12) working days' sick leave per year of employment. During the first year, they shall be permitted one (1) working day per month sick leave for months worked until they have earned a total of twelve (12) days. Sick leave may be accumulated to seventy (70) days. Sick



days may be used for the following:

1. Personal Illness
2. Illness or death in the family upon request to and approval from the Superintendent or Ass't. Superintendent. In addition, the Board may grant leave for other person's death upon request by the employee.

B. The Board shall retain the right to require a doctor's statement concerning any illness extending more than three (3) days. It shall be the responsibility of the employee to obtain a suitable statement and pay for costs involved.

C. An employee, in case of extended illness, may be granted, upon his request, a leave of absence of up to one year without pay. Insurance benefits shall be continued by the Board for a period not to exceed three (3) months. Existing seniority, vacation, and/or other leave days shall be retained, but not accrue during the leave period. In cases of worker's comp., insurance benefits shall be continued and seniority shall accrue during the period of disability. Leave benefits shall not accrue during such absences.

D. Unpaid leaves of absence of up to one year for reasons other than illness, may be granted, upon written request of the employee. During this period, the employee shall retain, but not accrue additional seniority, vacation, or leave days. All Board paid benefits shall be suspended for the duration of the granted leave.

E. An employee shall be allowed two (2) days' Business Leave with pay for the following purposes:

1. to attend funerals
2. to transact personal business that cannot be scheduled outside of regular working hours.

Business Leave shall not be used:

1. for vacation purposes
2. for extending a holiday or vacation period
3. for hunting, fishing, or other recreation purposes
4. for travel or visiting friends or relatives
5. for absence normally covered under Sick Leave
6. for any other non-business activities

An abuse of Business Leave will result in loss of pay for such absence and also loss of all Business Leave benefits for the remainder of the year. Business Leave days shall not be accumulative, nor deducted from Sick Leave, Vacation, or Release Time.

F. Personal Day - Each employee shall be granted one personal day per year. Although the purpose of the day does not need to be stated, the employee must give at least two (2) days' notice in advance.

G. Attendance Incentive - An incentive bonus shall be paid to each employee at the conclusion of the school year for good attendance according to the following schedule:

<u>Days Absent</u>	<u>Full Year Employees</u>	<u>School Year Employees</u>
0	\$225	\$150
1	200	130
2	175	115
3	125	75
4	75	35

Days absent shall include Sick Days and Personal Days, but exclude Business Days and time lost due to attendance of funerals or jury duty.

#### ARTICLE IX - SNOW DAYS

All employees are expected to report to work at their regular time when schools are closed due to inclement weather. Each employee shall work one-half of their daily scheduled hours and shall be paid their normal daily wage. If the administration requests any employee to work more than one-half of his/her normal daily schedule of hours, the employee shall receive time and one-half compensation for all such additional hours.

Any employee failing to report to work shall not be paid. In the event an official state of emergency has been declared for the Manistee area, employees shall not be expected to report to work and shall not suffer a loss of pay.

#### ARTICLE X - OVERTIME PAY

A. Effective at the date of this contract, employees shall be paid time and one-half for all hours over forty hours worked per week. Work week is to begin the Monday of each week.

B. If custodians are requested to work overtime for meetings or to open buildings for various organizations, they shall be paid time and one-half wages for hours worked. If custodians are called in to work in such capacity, they shall assist the organization in seating arrangements, clean-up and perform such other services that are helpful to the organization in carrying out the purpose of their meeting.

It shall be the responsibility of the Board of Education to bill and collect the rental fees from the organization. All overtime must be approved by the building principal prior to submitting for payment.

C. Weekend checking of a building to review conditions of the building not normally occupied shall be considered part of the regular duty of the Head Building Custodian, and he/she shall not be paid extra for such duty when he/she performs such services. However, if a problem condition exists and a custodian must spend more than one hour in building solving said problem, he/she shall be eligible for payment of his/her time.

D. Any time an employee is called in, he/she shall be paid at the rate of time and one-half for actual time worked. At no time shall such pay amount to less than one hour of the normal rate of pay.

E. Overtime shall be distributed on a rotational basis by building to the extent practical. The Custodial Association shall be responsible for maintaining a record of overtime offered/worked to facilitate the rotation.

#### ARTICLE XI - VACATION

A. A full-time custodian shall be granted two (2) weeks' paid vacation after being employed one full year. June 1st of each year shall be established as a computation date for vacation days earned. Partial year's experience shall result in a pro-ration of allocated vacation days.

B. After five (5) years, custodians shall receive one (1) extra vacation day per year not to exceed twenty (20) days. (Laverne Hansen shall not suffer a loss of vacation time due to this article and, consequently, shall retain 25 days for the life of his employment).

C. All vacations will be taken between the last day of school in June and two weeks before school starts the following year. A master vacation schedule will be set up on June 1st with employees having the most seniority given first choice. All vacation schedules must be approved by the Superintendent or Ass't. Superintendent. All vacation days must be used up by the following June 1st or the days will be lost without pay.

Custodians may request a maximum of three (3) vacation days reserved for use during the school year. If more than one person desires the same day off, seniority will apply if employee has given thirty (30) days' advance notice.

D. When a holiday falls during an employee's regularly scheduled vacation period, the vacation may be extended one day or the employee will be granted an additional day off at a later time mutually agreeable to the employee and the Board.

#### ARTICLE XII - INSURANCE

A. The Board will provide to full-time custodians "Full Family," "Self-Spouse," or "Single Subscriber" benefits, as needed, in the following or mutually acceptable, insurance programs:

- A. Blue Cross-Blue Shield Hospitalization, including Major Medical
- B. Blue Cross Dental
- C. Blue Cross Prescription Drugs (0 co-pay)
- D. \$10,000 term life insurance (employee only)
- E. SET Vision Plan II

B. The Board will provide to those part-time custodians and custodial aides working a regular schedule of four (4) or more hours per day, single subscriber hospitalization insurance, providing they are not eligible for coverage under any hospitalization plan of their spouse. Any employee so eligible may instead elect self/spouse or full family coverage with 65% of the premium paid by the Board.

The Board will provide \$5,000.00 term life insurance to all part-time custodians and custodial aides working a regular schedule of four (4) or more hours per day.

C. All Employees not eligible for hospitalization insurance due to spouse's coverage shall be provided up to \$400.00 per year

towards medical, dental, or vision expenses (insurance eligible) not covered by the spouse's insurance plan. Fifty (50) per cent of the unused portion of the \$400.00 shall be paid to the employee at the conclusion of the school year.

D. The Board shall provide Long Term Disability Insurance for all employees working a regular daily schedule of four (4) or more hours per day.

ARTICLE XIII - HOLIDAY

A. Full-time Employees - The following days shall be considered holidays for which the employees shall receive his/her regular wages providing such days fall on a regular work day: (If the holiday falls on Sunday, the following Monday will be considered the legal holiday.)

New Year's Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Good Friday*
July 4th	Friday after Thanksgiving	Day before Christmas <u>or</u> Day before New Year's

One (1) Floating Day to be used during the summer

\*Some custodians may be required to work up to one-half ( $\frac{1}{2}$ ) day on Good Friday. Those working on Good Friday shall be granted Equivalent time off during the summer.

The Board will grant the day off before Christmas or the day off before New Year's. However, if school is scheduled on either day, then the day off may be rescheduled another time during the Christmas Recess.

The Board will grant Friday off as a holiday when Christmas and New Year's fall on a Thursday.

B. Part-time Custodians, Custodian Aides - The following days shall be considered holidays for part-time custodians and custodial aides for which the employees will receive his/her daily regular wages:

Christmas Day	New Year's Day	Day after Thanksgiving
Thanksgiving Day	Memorial Day	Good Friday
Labor Day if school opens before the holiday		
Semester Break Day		

C. To receive benefit of the holiday, the employee must be on duty the scheduled work day immediately prior to and the scheduled work day immediately after the holiday, except in cases eligible under sick leave or vacation.

D. If a scheduled paid holiday falls on a Saturday, the previous Friday will be considered the paid holiday provided school is not in session.

ARTICLE XIV - WAGES

A. Full-time Custodians

	<u>10-1-87</u>
1st Year	\$6.87
2nd Year	7.37
3rd Year	7.82

B. Part-time Custodians

	<u>10-1-87</u>
1st Year	\$5.98
2nd Year	6.37
3rd Year	6.76

C. Custodial Aides

	<u>10-1-87</u>
1st Year	\$5.48
2nd Year	5.76
3rd Year	6.15

Effective 10-1-88

All 1987 wage rates shall be increased by a percentage equal to the percentage equal to the percentage of increase in the per pupil State Aid Membership Formula Guarantee, except that it shall not be **less than 3% nor more than 6%.**

D. Supplemental Pay Schedules

1. Shift Differentials - Afternoon and Night Shift - 20¢ per hour additional
2. District Maintenance Man & H.S. Head Custodian - 55¢ per hour additional
3. Elementary Head Custodian - 35¢ per hour additional
4. H.S. Summer Lead Person - 25¢ per hour additional
5. Washington Sch. Custodian - 20¢ per hour additional
6. Groundskeeper - 10¢ per hour additional

(The Washington School Custodian supplement shall be paid only so long as Washington Elementary is used as a kindergarten Center.)

E. Temporary Employees

After a substitute works in the same position for thirty (30) calendar days or more, he/she shall be paid wages at the 1st year level and the Association and administration shall meet to determine benefits and working conditions.

ARTICLE XV - VANDALISM

A. The Board agrees to pay for the vandalism on school property of an employee's automobile to a maximum of \$100.00 per incident of uninsured repair costs if approved by the Superintendent.

ARTICLE XVI - DEFINITIONS

A. "Day Shift" - Any regular shift beginning no earlier than 6:00 a.m. and ending no later than 5:00 p.m.

B. "Afternoon Shift" - Any regular shift beginning 12:00 noon or later and ending by 12:00 midnight.

C. "Night Shift" - Any regular shift ending after 12:00 midnight. Each shift shall not exceed a span of nine hours per shift including a lunch hour of not more than one hour.

D. Night and afternoon custodians shall work eight (8) hours with 1/2 hour paid lunch period.

E. High School Head Custodian shall have either free lunch or 1/2 hour paid lunch period as part of his eight hour shift.

F. Strikes as defined in the Hutchinson Act, No. 336 of the Public Acts of 1947 are illegal and any custodial employee violating this act thereby abandons his employment. As used in the act, "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment...." In the event that legislation is adopted permitting legal strikes by school employees, this Article becomes null and void.

G. Strikes may include various forms of concerted activity such as slowdowns, boycotts, picketing, continuing association meetings, and "concerted mass sickness."

H. The Board may discipline or discharge an employee or an employee representative(s) condoning or participating in a strike in any way with immediate loss of all privileges and function.

#### ARTICLE XVII - DURATION

This Agreement shall become effective on the 1st day of October 1987 and shall continue in full force and effect until October 1, 1989.

#### ARTICLE XVIII - WORK SCHEDULES AND WORK LOADS

A. If it becomes necessary to alter work schedules or days to cover special events in the schools, the building seniority list will be referred to with low seniority men rescheduled first unless voluntary reassignment is offered.

B. The Superintendent or his designee will be responsible for establishing written work schedules and written work loads for each custodian position.

C. In the event a regular custodian will be absent from his position for an extended period of time, the Superintendent or his designee will consult with appropriate Association representatives to establish the extent to which work loads can be reassigned and



temporary replacements need to be hired. When the Board makes a temporary assignment for the purpose of filling vacancies of employees who who are on vacation, or on sick leave, the employee will receive the rate of pay of the classification they are assigned to after a period of two weeks.

MANISTEE AREA PUBLIC SCHOOLS'  
CUSTODIAL ASSOCIATION:

MANISTEE AREA PUBLIC SCHOOLS:

Richard Maggari

John A. Kenzli, Supt.

Marc Stepniowski

DATE: 2/18/88

DATE: 2-12-88