

MASTER AGREEMENT

Between the

**MANISTEE CUSTODIAL/MAINTENANCE
EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION/MEA/NEA**

And

MANISTEE AREA PUBLIC SCHOOLS

EFFECTIVE: JULY 1, 2008 – JUNE 30, 2013

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AGREEMENT

This Agreement, effective July 1, 2008, is by and between the Manistee Area Public Schools, hereinafter referred to as the “Employer,” party of the First Part, and Manistee Custodial – Maintenance Association, hereinafter referred to as the “Union,” party of the Second Part.

ARTICLE I – RECOGNITION

The Employer hereby recognizes the Union 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 employer reserves the right to establish the position of Maintenance Supervisor thereby excluding that position from this Agreement.

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

ARTICLE II – AGENCY SHOP

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of the Agreement.
- B. Employees covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of 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 Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30) day following the beginning of their employment in the unit.

- D.** The Union agrees to assume the legal defense of any suit or action brought against the Employer, 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 Employer, the School District, School Board Members, Agents, and Representatives, 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 Employer for the purpose of complying with this Article.
- E.** Union dues shall be by payroll deduction.

ARTICLE III – MANAGEMENT AND EMPLOYEE RIGHTS

MANAGEMENT RIGHTS

- A.** The Employer, 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 procedure, subject to the seniority and other provisions herein contained.
 3. To establish Employer 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 Employer, 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.

EMPLOYEES RIGHTS/PROTECTION

- A.** To encourage the employee to meet minimum standards of conduct in the performance of their work, a system of progressive discipline shall be fairly applied to all members of the bargaining unit. The following procedure will be established:

1. Discussion of problem --Receive a verbal warning for the 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 verbal warning, another verbal warning will 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, but less than twenty-four (24) months have elapsed since being disciplined, the employee shall be suspended as per Step Three of this disciplinary process.
5. Employees may be discharged immediately without progressing through the above steps in cases of personal misconduct, insubordination, theft, possession of alcoholic beverages, illegal drugs, and other similar offenses, except in cases of contract interpretation.

The Union shall be informed in writing of any disciplinary action taken with respect to its members within five (5) working days of such action. It shall not be necessary to inform the Union of the cause of such discipline, only that the discipline took place.

- B. Any complaint by a parent of a student, an employee of the district or a member of the community, directed toward an employee, shall be promptly called to the employee's attention. It is not within the scope of the district to inform an employee of any investigation regarding the employee by an entity outside of the school district, except as it applies to right to know and information under the Freedom of Information Act.

ARTICLE IV – SUPERVISION OF EMPLOYEES: CHAIN OF COMMAND

- A. General Supervision – The Superintendent or his designated representative is responsible for the general supervision of all employees.
- B. Building Supervision – The Principal and the Director of Buildings and Grounds of each building are responsible for supervising the day to day work of the

custodial staff assigned to buildings. The Director of Buildings and Grounds is responsible for the supervision of district-wide maintenance personnel and is considered to be the coordinator of all district custodial and maintenance functions. The Building Principals shall make work requests to the Director of Buildings and Grounds who shall see that the work is completed. If necessary, he/she has the authority to delegate work to custodians or to reassign custodial work on a temporary basis. In the event the Director of Buildings and Grounds is not available, Principals may direct or redirect custodial work to get jobs done. Evaluation and discipline of custodians shall be the responsibility of the Director of Buildings and Grounds under the advisement of the Building Principals and/or Superintendent or his designated representative. Discharge shall be the responsibility of the Superintendent.

ARTICLE V – GRIEVANCE PROCEDURE

For purposes of this article the term “days” shall mean work days.

- A. Level 1: Any employees believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may within (10) work days verbally discuss the conditions resulting in the alleged violation with the building principal or the Director of Buildings and Grounds.
- B. Level 2: Should the alleged violation not be resolved to the satisfaction of the employee or the Union as a result of the verbal discussion, the grievance shall be reduced to writing and filed with the appropriate Building Principal within ten (10) work 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.
- C. Within ten (10) days of receipt of the grievance, the Building Principal shall meet with the employee(s) and his/her union representative 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.
- D. Level 3: Within then (10) WORK days of receipt of the grievance, the Superintendent shall meet with the employee/group of employees and his/her union representative in an effort to resolve 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 and a copy of that statement shall be given to the Union President.
- E. Level 4: Within fifteen (15) WORK days from receipt of a grievance, the Superintendent shall pass upon the grievance. The Superintendent may hold a hearing thereon or prescribe such procedure as deemed appropriate for consideration of the grievance.

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- F. If the decision of the Superintendent is not satisfactory to the Union, the grievance may, within fifteen (15) work days, be submitted to the Federal labor mediation Board.
- G. Failure to appeal within the above time limits shall be deemed acceptance of the decision. However, either party may request an extension of the timelines and such extension shall be by mutual consent.
- H. A grievance may be withdrawn at any level without prejudice or record.

A. Miscellaneous

- 1. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reasons of such participation.
- 2. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- 3. The Union shall design the grievance form in line with the grievance procedure herein.
- 4. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.
- 5. Should an employee or the Union fail to institute a grievance or resubmit the grievance to the next level, within the time limits specified, the grievance will not be processed. If the employer fails to respond within the time limits specified, the grievance shall be automatically advanced to the next level.
- 6. In the case of employment termination, the grievance shall begin with the superintendent level.

ARTICLE VI – EMPLOYMENT- HIRING/VACANCY/TRANSFER AND TRAINING

- 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 Job descriptions for each of the job classifications shall be developed and affixed to this Agreement as Appendix A.
- B. New regular employees shall be on probation for a period of ninety (90) days with an administrative evaluation of the employee's work performance completed and

reviewed with the employee after thirty (30) days. The right to release such probationary employees shall be vested exclusively with the employer.

- C. Employees shall be added to the seniority list upon the completion of the employee's probationary period and the date of hire for purposes of seniority shall be the date the employee was first hired by the district.
- D. One class of seniority shall be established for all bargaining unit members.
- E. The employment, transfer, reassignment or dismissal of the employees shall be the responsibility of the Employer or its' designated representative.
- F. The Employer 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.
- G. Vacancies: New jobs and permanent vacancies shall be posted in each School Building on the Union Bulletin Board by the Employer, and the President of the Union shall be notified 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 Union to notify the membership.
- H. Temporary and Substitute Employees

A temporary vacancy shall be defined as a temporary absence of any bargaining unit member of less than sixty (60) consecutive work days, that the district determines must be filled by on a temporary basis.

Temporary vacancies of less than sixty (60) work days shall be posted within the Union first. If no bargaining unit member applies or is qualified for the position, the administration shall fill the position from outside the unit. However, temporary vacancies of 15 or fewer days may be filled by transfer or substitutes.

Non-bargaining unit member substitutes shall be used, as needed, on a day to day basis and shall be paid at a rate determined by the Administration.

Bargaining unit members who substitute or accept temporary positions shall be paid their regular rate of pay or the rate of pay of the substitute position, whichever is higher.

Vacancies that are not permanent but extend beyond the sixty (60) day temporary time period shall be posted as any other vacancy. The employee accepting such temporary vacancy does so with the knowledge that when/if the absent employee returns, such position shall be filled by the absent employee and the appointed employee shall have the right to return to his/her regular job.

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Bargaining unit members, who are not requested but voluntarily sub for absent employees, shall be paid the substitute rate.

- I. Job placement will be made by the Employer based upon minimum qualifications in accordance with the job description, performance and ability; however, seniority will prevail when those factors are equal in candidates bidding for the position.
- J. Employees selected to fill a vacancy or transferred from one position to another shall be given a fifteen (15) workday trial in which to show his/her ability to perform on the new job. The Employer shall give reasonable assistance to enable him/her to perform up to the Employer's standards in accordance with the job description. The employee shall be evaluated using the standard evaluation form (see attached) prior to the end of the fifteen (15) workday trial period but a complete written evaluation shall not be completed prior to the last week of the trial.

If the employee is unable to demonstrate the ability to perform the work required during the trial period, in accordance with the minimum standards of the job description, the employer may either extend the trial period up to fifteen (15) additional work days, or the employee shall be returned to his/her previous assignment. The affected employee may exercise the option to return to his/her previous assignment at any time during the trial period.

- J. Transfers: If an employee is transferred to a position with the Employer not included in the bargaining unit and is thereafter transferred again to a position within the bargaining unit, he/she shall maintain but not accrue seniority while working in the position to which he/she was transferred.

Humanitarian Transfers – Upon mutual agreement of the Employer and the Union, an employee may be assigned disregarding seniority due to an employee's age, condition of health or other such circumstances that may be determined as detrimental to said employee. Such transfers shall occur before posting under the current section.

- K. Part-time bargaining unit members shall be for thirty (30) hours or less work per week. Any bargaining unit member assigned more than thirty (30) hours per week regular work shall be placed on the full-time wage scale and seniority list.
- L. Training: Training is an important aspect of the bargaining unit member's position and as such, it is the intent of the district to provide training to the employees.

Bargaining unit members shall be provided training on any unfamiliar equipment or procedures they are required to implement or use, as determined by the district and/or industry standards. Bargaining Unit members may suggest topics of

training to the District by submitting same to the Union President. Training may include, but not be limited to, CPR, blood borne pathogens, safety precautions, etc.

Training shall be scheduled as needed.

If any bargaining unit member believes he/she is in need of training or refresher course, the bargaining unit member shall request same in writing to their immediate supervisor.

ARTICLE VII – LAY OFF AND RECALL

Seniority Language

Seniority shall be defined as an employee(s) continuous years of service with the district from the date of hire in a permanent position. Such continuous service shall include approved leave time.

Seniority shall be lost when an employee is terminated, resigns, or retires from the district.

Employees on layoff shall accrue seniority as any other permanent employee up to and including contractual recall of two (2) years, and said seniority shall be awarded on recall.

Employees who accept a position with the district outside the Union (i.e. other union, admin) shall have their seniority frozen until such time the employee returns to the Union. Upon return, the employee shall be placed on the seniority list at the level of years in which their seniority was frozen and shall continue to accumulate from that point.

Classification Years of Service

Employees moving from one classification to another shall retain their years of service for purposes of seniority.

Employees transferred from a classification to another shall not suffer a decrease in their hourly rate of pay, but shall have their wage frozen at that higher rate until that higher rate is minimally met on the classification wage scale through service credit and advancement on steps. Once minimally met, the employee shall continue on the classification wage steps as any other employee.

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New full time custodians may be given up to five (5) years experience credit on the wage scale. Ex: 3 years of services = 3 years on schedule; 6 years of service = 5 years on schedule.

- A. A layoff shall be a reduction in the workforce. When it is determined by the Employer that the workforce is to be reduced, the Employer shall layoff employees in the following order: Custodians will be reassigned and workloads and schedules shall be adjusted to reflect the reduction in custodial staff.
 - 1. The first employee(s) to be laid off shall be temporary employees (if any).
 - 2. The next employee(s) to be laid off shall be probationary employees (if any).
 - 3. If additional layoffs are necessary, the District shall first ask for voluntary layoff from non-probationary employees and such voluntary layoff shall be accepted unless it creates a vacancy that must be filled from an outside source. Voluntary layoff shall be subject to normal recall procedures. If no employee voluntarily accepts layoff, the District shall then continue layoff by seniority with least senior laid off first; however Head Building Custodians shall be the last to be laid off.
- B. A minimum of fourteen (14) workdays notice shall be provided employees of pending layoff however, the district shall make every effort to provide employee's as much advance notice as possible.
- C. Employees shall have the right to bump a least senior employee if their position is eliminated or reduced in hours provided they are minimally qualified in accordance with the job description and have the ability to perform the work.

Recall Rights: Employees shall have the right to recall for two (2) years from the date of layoff. It shall be the responsibility of the employee to notify the district of contact information (address, phone number, etc.) for purposes of layoff and recall.

When the work force is increased after a layoff, qualified bargaining unit members shall be recalled according to seniority, with the most senior employee on the layoff being recalled first. If an employee fails to report for work within ten (10) calendar days from the date of recall, he/she shall be considered a quit. If special circumstances prevent the recalled employee from reporting to work within the ten (10) day timeframe, including but not limited to: resignation from other employment, personal or professional commitments, illness, etc., the recalled employee shall contact the district for an extension to report. Such extension shall be for no more than an additional fourteen (14) days.

Employees who decline recall to a position of fewer hours shall retain recall rights.

Upon recall, employees shall be credited with full accumulated seniority without penalty for the time on layoff.

ARTICLE VIII – LEAVES

- A. Each full-time bargaining unit member shall be granted an allowance of ~~twelve~~ (12) days' sick leave per year after completing one full year of employment. During the first year of employment, he/she shall be granted the twelve 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 prorated sick leave (1 day per month), the Employer shall deduct the excess sick days used from the final paycheck. Sick leave may be accumulated to a total of seventy-five (75) days.

All regular part-time full year bargaining unit members working a schedule of 20 or more hours shall be granted six (6 -working days' sick leave per year of employment and shall earn those sick leave days at the rate of one-half day per month for the first year of employment Sick leave may be accumulated to sixty (60) days.

Sick days may be used for the following:

1. Personal Illness.
2. Illness or death in the immediate family

Each employee may be granted up to three (3) days off in the event of a death in his/her immediate family (spouse, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law). Additional days may be granted for extenuating circumstances upon approval of the Superintendent or designated representative.

- B. The Employer 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/her request, a leave of absence of up to one year without pay. Insurance benefits shall be continued by the Employer 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 workers' compensation, 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 Employer-paid benefits shall be suspended for the duration of the granted leave.

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- E. Other Non-Medical Leave – The District shall grant upon Board approval, a request for unpaid non-medical leave of absence up to one year. Such request shall be made in writing to the Superintendent. Employees granted such leave, shall have their position protected for return for ninety days. After ninety days, the position will be filled in accordance with this contract (See Article VI. E) After ninety days, in order to return to work, a position must be open within the bargaining unit. Employees returning from a non-medical leave of absence shall not be guaranteed their previous position but shall be guaranteed an open position for which they qualify. No more than two such leaves shall be granted in a calendar year except on the recommendation of the Superintendent.
- F. An employee shall be allowed three (3) personal days.
- G. Although the purpose of the day does not need to be stated, the employees must give at least two (2) days notice in advance. In case of emergency, the two day advance notice shall be waived on approval of the immediate supervisor.
- H. Attendance Incentive – An Incentive bonus shall be paid to each employee at the conclusion of the school year for good attendance accordance to the following schedule:

<u>Days Absent</u>	<u>Full Time Employees</u>
0	\$300
1	\$225
2	\$200
3	\$150
4	\$100
	-

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

Full Time employees shall have the option to elect to take “comp-time” in lieu of their incentive payment entitled according to the following schedule, provided such comp-time is taken only when a substitute would not be required as a result of the absence or at the Superintendent or his Agent’s discretion:

<u>Days Absent</u>	<u>Comp-Time</u>
0-1	3 days
2-3	2 days
4	1 day
More than 4	0 days

ARTICLE IX – SNOW DAYS

All Full and part-time custodians and maintenance 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 (1 ½) compensation for all such additional hours. Any employee failing to report to work shall not be paid.

Custodial Aides shall not report to work, but shall receive their normal pay on days when school is cancelled and the day is not required to be rescheduled. When school is cancelled but the day is required to be rescheduled, custodial aides shall not work and 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 (1 ½) for all hours over forty (40) hours worked per week. The work week is to begin on 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 (1 ½) 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. In the event a custodian is directed to remain “on call” during normal off-duty hours, he/she shall be compensated at the rates of \$2.00 per hour for such time. All overtime must be approved by the Building Principal or Facilities Director prior to submittal for payment.
- C.** Weekend checking of a building to review conditions of the building not normally occupied will 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 (1) hour in the 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 (1 ½) for actual time worked. At no time shall such pay amount to less than one (1) hour of the normal rate of pay.

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

ARTICLE XI – VACATION

- A.** A full-time bargaining unit member shall be granted two (2) weeks' paid vacation after being employed one full year. July 1st of each year shall be established as a computation date for vacation days earned. Partial year's experience shall result in a pro-ratio of allocated vacation days.
- B.** After five (5) years, bargaining unit members shall receive one (1) extra vacation day per year not to exceed twenty (20) days.
- C.** Generally, vacations shall 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 his designated representative. All vacation days must be used up by the following June 30th or the days will be lost without pay. Exceptions may be made with the approval of the Superintendent or designated representative. If more than one person desires the same day off, seniority will apply if the employee has given thirty (30) days' advance notice.
- D.** When a holiday falls during an employee's regularly scheduled vacations 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 Employer.
- E.** Upon retirement, employees shall be credited with five (5) additional vacation days (up to 40 hours maximum) as a 'cash-out' feature.

ARTICLE XII – INSURANCE

- A.** The Employer will provide to full-time bargaining unit members "Full Family," "Self-Spouse," or "Single Subscriber" benefits, as needed, in the following or mutually acceptable, insurance programs, except that bargaining unit members hired prior to December 30, 2002 shall be grandfathered for insurance up to full family and bargaining unit members hired after December 30, 2002 shall qualify for single subscriber in accordance with the contract.
 - 1.** Priority Health POS HSA Min with \$10/40 prescription drug co-pay and Board of Education provided funding of the required plan deductibles of \$1200 for single and \$2400 for two person or family. Refer to the Benefit Summary document for coverage specifics.

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2. Blue Cross/Community Blue Dental. (District will be looking at providing a better dental plan that is consistent as this current plan does not meet employee needs)
3. \$10,000 term life insurance (employee only).
4. SET Vision Plan II with \$50.00 frame allowance
5. The Employer shall have the right to change insurance carriers or coverage as contained in this Agreement, provided such change provides substantially equivalent or greater coverage when compared to the coverage described herein.

The Employer will provide the Union with forty-five (45) days prior written notice of such intention to change carriers or coverage.

- B. The Employer will provide \$5,000 term life insurance to all part-time custodians and custodial aides working a regular schedule of four (4) or more hours a day.
- C. All employees not electing the Employer-provided hospitalization insurance shall be provided with a section 125 benefit plan in the amount of 400.00 per year.
- D. The Employer shall provide Long Term Disability Insurance for all employees working a regular daily schedule of four (4) or more hours a day.
- E. Workers' Compensation Insurance shall be maintained pursuant to applicable law.
- F. Each Bargaining Unit Member shall be responsible for a 10% contribution toward the cost of their insurance coverage and such contribution shall be deducted in regular installments from the bargaining unit member's paycheck throughout the school year and such payment shall be deducted with use of a 125 plan.

ARTICLE XIII – HOLIDAYS

- 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, Good Friday*, Memorial Day, July 4th, The Work Day Preceding Labor Day, Labor Day, Thanksgiving Day & Day After, Day before Christmas & Christmas Day.

One (1) floating day to be used any time during the year with approval of the Superintendent or his designated representative.

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*Some custodians may be required to work up to one-half (1/2) day on Good Friday. Those working on Good Friday shall be granted 1 ½ times the hours worked in additional vacation during the summer.

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

B. Part-Time Bargaining Unit Members

The following days shall be considered holidays for part-time bargaining unit members working a regular schedule of twenty (20) or more hours per week.

Christmas Day	New Year's Day	Day after Thanksgiving
Thanksgiving Day	Memorial Day	Good Friday(if school is not in session)
Labor 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.
- E.** The Friday before labor Day if it is a legal holiday for schools and the building is ready as deemed by the principal and/or Director of Building and Grounds.

ARTICLE XIV–WAGES

Wage Schedule 2008-2013

	First 12 mos.	2 nd year	3 rd year	4 th year	5 th year	6 th year	7 th year	8 th year	9 th year	10 th year	15 th year	20 th year
Part-time Custodial- Maintenance	10.50	10.90	11.30	11.70	12.10	12.45	12.80	13.15	13.50	13.85	14.20	14.35
Full-time Custodian	11.00	11.40	11.80	12.20	12.60	12.95	13.30	13.65	14.00	14.35	14.70	14.85
Head Custodian	11.50	11.90	12.30	12.70	13.10	13.45	13.80	14.15	14.50	14.85	15.20	15.35
Maintenance	12.00	12.40	12.80	13.20	13.60	13.95	14.30	14.65	15.00	15.35	15.70	15.85

Full time is a regular schedule of 30 hours or more per week.

Part Time: No Sick Time, No Vacation, Not Year Round

ARTICLE XV – VANDALISM

- A.** The Employer 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 or his Agent.

ARTICLE XVI – LUNCH/DINNER PERIODS

- A.** The normal meal time allowances for an eight (8) hour shift shall be thirty (30) minutes. The Administration shall have the option of establishing a "duty free" time period or an "on-call" time period. Such arrangements shall be on a regular, rather than a day-to-day basis. Custodians who are on an "on-call" lunch or dinner break shall receive their regular rate of pay for that time period.
- B.** Employees who work three (3) or more consecutive hours shall be allowed a paid fifteen (15) minute break.

ARTICLE XVII – STRIKES

- A.** 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.

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 employees rescheduled first unless voluntary reassignment is offered.
- B.** The Superintendent or his designated representative will be responsible for establishing written work schedules and written workloads for each custodian position.
- D.** In the event a regular custodian will be absent from his position for an extended period of time, the Superintendent or his Agent will consult with appropriate Union representatives to establish the extent to which workloads can be reassigned and temporary replacements need to be hired. When the Employer makes a temporary assignment for the purpose of filling vacancies of employees

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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.

- E. The Employer will meet with the Union employees to identify and pre-plan any alteration of work schedules to provide advance notice to the affected employee(s). The Employer may establish incentives to address the inconvenience of work schedule changes.

ARTICLE XIX – DURATION OF AGREEMENT

This Agreement shall become effective on the first day of July 2008 and shall continue in full force and effect until June 30, 2013.

MANISTEE AREA PUBLIC SCHOOLS

MANISTEE CUSTODIAL –
MAINTENANCE ASSOCIATION

Dated _____

Note:

Retroactive pay shall be made to Ken Guenthardt and Louis Snay back to July 1, 2011 to recover cost of moving from one classification to another.

Retroactive pay will be made to all other bargaining unit members back to June 1, 2011.

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