

6662

6/30/2000

MANISTEE AREA PUBLIC SCHOOLS
CUSTODIANS' AGREEMENT
TEAMSTERS 214

This Agreement, effective July 1, ¹⁹⁹⁷2000, is by and between the Manistee Area Public Schools, hereinafter referred to as the "Employer," party of the First Part, and the Manistee Area Public School Custodial Union, Teamsters 214, hereinafter referred to as the "Union," party of the Second Part.

ARTICLE I - RECOGNITION

- A. 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.
- B. 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 that time shall be required, as a condition of continued employment, to continue memberships 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 this 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 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 Employer, 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 or 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.

Manistee Area Public Schools

ARTICLE III - MANAGEMENT

- 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 procedures, 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.

ARTICLE IV - SUPERVISION OF EMPLOYEES: CHAIN OF COMMAND

- A. General Supervision - The Superintendent or his Agent is responsible for the general supervision of all employees.
- B. Building Supervision - The Principal of each building is responsible for supervising the day to day work of the custodial staff assigned to his/her building.

The Maintenance Supervisor 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 Maintenance Supervisor 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 Maintenance Supervisor 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 Maintenance Supervisor under the direction of the Building Principals and/or Superintendent or his Agent. Discharge shall be the responsibility of the Superintendent.

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 verbally discuss the conditions resulting in the alleged violation with the Maintenance Supervisor.
- B. 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) 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.
- C. 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.
- D. Within ten (10) days of receipt of the grievance, the Superintendent 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.
- E. Within fifteen (15) days from receipt of grievance, the Superintendent shall pass upon the grievance. The Superintendent may hold a hearing thereon or prescribe such procedure as it may deem appropriate for consideration of the grievance.

- F. If the decision of the Superintendent is not satisfactory to the Union, the grievance may, within fifteen (15) days, be submitted to the Labor Mediation Board.
- G. Failure to appeal within the above time limits shall be deemed acceptance of the decision.
- H. 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. 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 sixty (60) 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 the such probationary employees shall be vested exclusively with the Employer.
- C. The employment, transfer, reassignment or dismissal of the employees shall be the responsibility of the Employer or its agent.
- D. 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.
- E. New jobs or permanent vacancies shall be posted by notifying the President of the Union 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. 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.
- F. Job placement will be made by the Employer based upon performance and ability, however, seniority will prevail when those factors are equal in candidates bidding for the position. Union members shall be given first opportunity and consideration in filling the vacancy unless the position requires special qualifications that are not possessed by any Union 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.
- G. 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 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.
- H. 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.
- I. When employees move from one seniority classification to another, they shall not carry forward any seniority into the new classification.

- J. Any employee whose work performance is evaluated as unsatisfactory shall:
1. 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 have elapsed since being disciplined, the employee shall be suspended as per step three of this 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, illegal drugs, and other similar offenses.

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, illegal drugs, and other similar offenses.

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.

ARTICLE VII - LAY-OFF AND RECALL

When a layoff 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 layoff 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 layoff, employees will 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 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 prorated sick leave (1 ½ days per month), the Employer 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 his Agent. In addition, the Superintendent or his Agent may grant leave for other person's death upon request by the employee.

- 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 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 worker's 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.
- 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 employees must give at least two (2) days' notice in advance.
- G. 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).
- 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 Yr. Employees</u>	<u>School Yr. 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.

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 Absences	3 Days
2-3 Absences	2 Days
4 Absences	1 Day
More than 4 Absences	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 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 canceled and the day is not required to be re-scheduled. When school is canceled but the day is required to be re-scheduled, 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 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. In the event a custodian is directed to remain "on call" during normal off duty hours, he/she shall be compensated at the rate of \$2.00 per hour for such time. All overtime must be approved by the Building Principal or Maintenance Supervisor 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 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 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 Union 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. 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-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.

- C. Part-time custodians and custodial aides working throughout the school year and the summer months as well shall be granted one week vacation after one full year of employment increasing to two full weeks after three full years of employment. After five full years of employment, one additional day of paid vacation shall be added up to a total maximum of three weeks. The vacation pay shall be based on the number of hours worked by the employee during the major portion of the year.
- D. 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 Agent. 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 his Agent. If more than one person desires the same day off, seniority will apply if employee has given thirty (30) days' advance notice.
- E. 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 Employer.

ARTICLE XII - INSURANCE

- A. The Employer will provide to full-time custodians "Full Family," "Self-Spouse," or "Single Subscriber" benefits, as needed, in the following or mutually acceptable, insurance programs:
 1. Blue Cross-Blue Shield/Community Blue Hospitalization, including Major Medical
 2. Blue Cross/Community Blue Dental
 3. Prescription Drugs (\$10.00 co-pay) The Employer shall reimburse \$5.00 for each prescription upon written proof.
 4. \$10,000 term life insurance (employee only)
 5. SET Vision Plan II with \$50.00 frame allowance

The Employer will pay toward hospitalization insurance for the 00/01 year:
 \$285 Single
 \$599 Dual
 \$698 Full Family

The Employer will pay toward hospitalization insurance for the 01/02 year:
 \$285 Single
 \$599 Dual
 \$698 Full Family

The Employer will pay toward hospitalization insurance for the 02/03 year:
 \$285 Single
 \$599 Dual
 \$698 Full Family

Community Blue savings will be split 50/50 with members, after dollar amounts are paid for the 00/01 school year. Community Blue savings will go completely to the employee for the 01/02 and 02/03 school years.

- B. The Employer 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 and vision insurance, providing they are not eligible for coverage under any plan of their spouse. Any employee so eligible may instead elect self/spouse or full family coverage with 70% of the premium paid by the Employer.

The Employer 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 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.

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, Good Friday*, Memorial Day, July 4th, 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 Agent.

*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 1/2 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 Custodians, Custodial 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. Effective July 1, 2000

<u>Employed prior to July 1, 1995</u>	<u>7/1/00</u>	<u>7/1/01</u>	<u>7/1/02</u>				
Custodial Aide	\$10.10	\$10.55	\$11.00				
Part Time Custodian	10.99	11.44	11.89				
Full Time Custodian	12.65	13.10	13.55				
Grounds Keeper	13.01	13.46	13.91				
Head Custodian	13.01	13.46	13.91				
Maintenance Person	13.15	13.60	14.05				
<u>Employed after July 1, 1995</u>							
Custodial Aide	\$ 7.66	\$ 8.11	\$ 8.56				
Part Time Custodian	8.60	9.05	9.50				
Full Time Custodian	9.27	9.72	10.17				
Full Time maintenance Aide	9.79	10.24	10.69				
		<u>1/1/01</u>	<u>1/1/02</u>	<u>1/1/03</u>	<u>*6/31/03</u>		
Custodial Aide	\$7.66	\$8.11	\$8.56	\$ 9.01	\$ 9.46	\$ 9.91	\$ 10.36
Part Time Custodian	8.60	9.05	9.50	9.95	10.40	10.85	11.30

Full Time Custodian	9.27	9.72	10.17	10.62	11.07	11.52	12.49
Full Time Maintenance Aide	9.79	10.24	10.69	11.14	11.59	12.04	12.49

*based on top steps of classification

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 Union and administration shall meet to determine benefits and working conditions.

In the event a temporary absence extends beyond 30 days, the Employer and Union agree to meet and confer, upon the request of either party, as to whether or not the position should be posted and filled on a temporary basis from within the union membership. The primary consideration in such instances shall be the continuity of the work flow and degree of work adjustment necessary as related to the expected length of the absence.

Substituting

In the event regular custodial employees are requested by the Employer to substitute for an absent employee, the employee shall be compensated at his/her regular rate of pay for the additional hours worked. However, should a regular employee be offered the opportunity to substitute and voluntarily accept such opportunity, the employee shall be compensated at the regular substitute rate for the additional hours.

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 allowance 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.

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.
- B. Strikes may include various forms of concerted activity such as slowdowns, boycotts, picketing, continuing Union meetings, and "concerted mass sickness."
- C. The Employer 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 XVIII - WORK SCHEDULES AND WORK LOADS

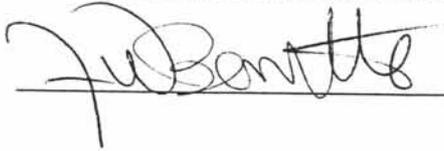
- A. If it becomes necessary to alter work schedules or days to cover special events in the schools, the building seniority list will be referred to with low seniority men rescheduled first unless voluntary reassignment is offered.
- B. The Superintendent or his Agent will be responsible for establishing 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 Agent will consult with appropriate Union representatives to establish the extent to which work loads 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 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.

ARTICLE XIX

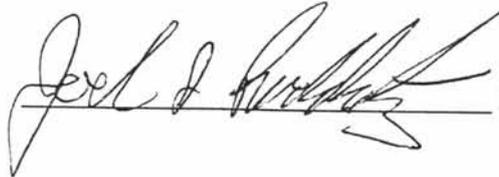
This Agreement shall become effective on the first day of July 2000 and shall continue in full force and effect until June 30, 2003

MANISTEE AREA PUBLIC SCHOOLS'
CUSTODIAL UNION TEAMSTERS 214:



Date: 2/07/01

MANISTEE AREA PUBLIC SCHOOLS:



Date: 2/07/01

MANISTEE AREA PUBLIC SCHOOLS CUSTODIANS' AGREEMENT

This Agreement, effective July 1, 1997, 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.

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- 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.
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- 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 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 Principal of each building is responsible for supervising the day to day work of the custodial staff assigned to his/her building.
 The Maintenance Supervisor 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 Maintenance Supervisor 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 Maintenance Supervisor 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 Maintenance Supervisor under the direction of the Building Principals and/or Superintendent or Assistant Superintendent. Discharge shall be the responsibility of the Superintendent.

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 verbally discuss the conditions resulting in the alleged violation with the Maintenance Supervisor.
- B. Should the alleged violation not be resolved to the satisfaction of the employee or the Association as a result of the verbal discussion, the grievance shall be reduced to writing and filed with the appropriate 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. Failure to appeal within the above time limits shall be deemed acceptance of the decision.

- H. 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. 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 sixty (60) 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 the such probationary employees shall be vested exclusively with the Board.
- C. The employment, transfer, reassignment or dismissal of the employees shall be the responsibility of the Board or its agent.
- D. 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.
- E. 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.
- F. 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.
- G. 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 maintain but not accrue seniority while working in the position to which he/she was transferred.
- H. 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.
- I. When employees move from one seniority classification to another, they shall not carry forward any seniority into the new classification.
- J. Any employee whose work performance is evaluated as unsatisfactory shall:
1. 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 have elapsed since being disciplined, the employee shall be suspended as per step three of this disciplinary process.

warning,

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 beverage, illegal drugs, and other 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.

ARTICLE VII - LAY-OFF AND RECALL

When a layoff 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 layoff 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 layoff, employees will 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 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 prorated sick leave (1 ½ 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 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 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 employees must give at least two (2) days' notice in advance.
- G. 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).
- 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 Yr. Employees</u>	<u>School Yr. 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.

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's discretion:

<u>Days Absent</u>	<u>Comp-Time</u>
0-1 Absences	3 Days
2-3 Absences	2 Days
4 Absences	1 Day
More than 4 Absences	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 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 canceled and the day is not required to be re-scheduled. When school is canceled but the day is required to be re-scheduled, 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 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. In the event a custodian is directed to remain "on call" during normal off duty hours, he/she shall be compensated at the rate of \$2.00 per hour for such time. All overtime must be approved by the Building Principal or Maintenance Supervisor prior to submittal 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 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 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. 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-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.
- C. Part-time custodians working throughout the school year and the summer months as well shall be granted one week vacation after one full year of employment increasing to two full weeks after three full years of employment. After five full years of employment, one additional day of paid vacation shall be added up to a total maximum of three weeks. The vacation pay shall be based on the number of hours worked by the employee during the major portion of the year.
- D. 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 Ass't. Superintendent. 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. If more than one person desires the same day off, seniority will apply if employee has given thirty (30) days' advance notice.
- E. 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:
 - 1. Blue Cross-Blue Shield Hospitalization, including Major Medical
 - 2. Blue Cross Dental
 - 3. Blue Cross Prescription Drugs (0 co-pay)
 - 4. \$10,000 term life insurance (employee only)
 - 5. SET Vision Plan II with \$50.00 frame allowance

- 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 and vision insurance, providing they are not eligible for coverage under any plan of their spouse. Any employee so eligible may instead elect self/spouse or full family coverage with 70% 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 a day.

- C. All employees not electing the Board provided hospitalization insurance shall be provided with a Section 125 benefit plan in the amount of \$400.00 per year.

- D. The Board shall provide Long Term Disability Insurance for all employees working a regular daily schedule of four (4) or more hours a 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 , Good Friday*, Memorial Day, July 4th, 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 superintendent or assistant superintendent.

*Some custodians may be required to work up to one-half (½) day on Good Friday. Those working on Good Friday shall be granted 1 1/2 times the hours worked in additional vacation 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, Custodial 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. Effective July 1, 1997

Employed prior to July 1, 1995

Custodial Aide	\$9.30
Part Time Custodian	\$10.15
Full Time Custodian	\$11.75
Grounds Keeper	\$12.10
Head Custodian	\$12.10
Maintenance Person	\$12.25

Employed after July 1, 1995

Custodial Aide	
1st Yr.	\$6.35
2nd Yr.	\$6.65
3rd Yr.	\$6.95

Part Time Custodian	
1st Yr.	\$7.15
2nd Yr.	\$7.50
3rd Yr.	\$7.85

Full Time Custodian	
1st Yr	\$7.70
2nd Yr.	\$8.10
3rd Yr.	\$8.50

Full Time maintenance Aide	
1st Yr	\$8.00
2nd Yr.	\$8.50
3rd Yr.	\$9.00

Effective 7-1-98

The above rates shall be increased by the % increase in the CPI-U All Cities for the 12 months preceding June 1, 1998.

Effective 7-1-99

The above rates shall be increased by the % increase in the CPI-U All Cities for the 12 months preceding June 1, 1999.

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.

In the event a temporary absence extends beyond 30 days, the Employer and Union agree to meet and confer, upon the request of either party, as to whether or not the position should be posted and filled on a temporary basis from within the union membership. The primary consideration in such instances shall be the continuity of the work flow and degree of work adjustment necessary as related to the expected length of the absence.

Substituting

In the event regular custodial employees are requested by the employer to substitute for an absent employee, the employee shall be compensated at his/her regular rate of pay for the additional hours worked. However, should a regular employee be offered the opportunity to substitute and voluntarily accept such opportunity, the employee shall be compensated at the regular substitute rate for the additional hours.

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 - LUNCH/DINNER PERIODS

- A. The normal meal time allowance 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.

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

ARTICLE XIX

This Agreement shall become effective on the first day of July 1997 and shall continue in full force and effect until June 30, 2000.

MANISTEE AREA PUBLIC SCHOOLS'
CUSTODIAL ASSOCIATION:

MANISTEE AREA PUBLIC SCHOOLS:

DATE: _____

DATE: _____

