

**A G R E E M E N T**

**B E T W E E N**

<b>HAMILTON</b>		<b>HAMILTON</b>
<b>COMMUNITY</b>	<b>AND</b>	<b>CUSTODIANS'</b>
<b>SCHOOLS</b>		<b>ASSOCIATION</b>

**ASSOCIATION PROPOSAL**

**November 5, 2012 – August 28, 2014**

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## **PREAMBLE**

This Agreement is entered into effective November 5, 2012 by and between the Board of Education of Hamilton Community Schools, Hamilton, Michigan, hereinafter called the "Board" and the Hamilton Custodians Association, an affiliate of the Michigan Education Association hereinafter called the "Association".

## **ARTICLE I - RECOGNITION**

- A. The Board recognizes the Association as the sole and exclusive bargaining representative for all custodians and maintenance employees scheduled to work full time or part time for the Hamilton Community Schools. Excluded from this bargaining unit are student and on-call employees, supervisors, temporary employees and all other employees.
- B. All employees represented by the Association in the above defined bargaining unit shall be referred to as "Bargaining Unit Members".
- C. The pronoun "he" shall refer to both male and female Bargaining Unit Members.

## ARTICLE II - BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the Hamilton Community School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School Code and the laws of the State, the Constitution of the State of Michigan and/or the United States provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement. Such rights, duties, and responsibilities shall include, by way of illustration and not by way of limitation, the right to:
1. The executive management and administrative control of the school system, its facilities, property and employees.
  2. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, discipline, discharge, or transfer employees; assign work duties; determine the size of the work force, all of which are subject to the provisions of the law and terms of this agreement.
  3. Determine the services, supplies and equipment necessary for operation; to determine methods and means of distributing the above; establishing standards of operation, the means, methods and processes of carrying on the work.
  4. Determine the policy affecting the selection, testing or training of the employees.
  5. Meet such responsibilities and exercise its powers and rights through its administrative staff.
- B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of rules, regulations, policies, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the School Code, Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## ARTICLE III - ASSOCIATION RIGHTS

- A. Each member shall have, upon his/her request, the opportunity to review material contained in his/her personnel file. The members may be accompanied by a representative of the Association for the purpose of reviewing his/her personnel file upon request by the member. A member may submit a written notation regarding any material placed in his/her file and the member's written notation shall be attached to the material in question.
- B. Duly authorized representatives of State and National levels of the Association shall be permitted to transact official Association business on school property provided this shall not interfere with nor interrupt normal school operation or the work of the employee's regular shift.

- C. The Board agrees to allow the Association access to public information as required under the Freedom of Information Act.
- D. Members of the Association shall have the right to use school building facilities and equipment when available and according to school board policy.
- E. **Employee Representation.** The parties expressly recognize the right to each employee to freely join or refrain from joining the Association and no employee shall be discriminated against by reason of his/her joining or refusing to join the Association. The Association is required by law to represent all employees in the bargaining unit fairly and equally without regard to an employee's Association membership. Therefore, it is agreed that upon the completion of the probationary period, a representation fee shall be deducted from the pay of each employee, except as hereinafter provided, without any separate employee authorization, to be used for the purposes and on the conditions herein set forth.

The provisions of Sections E-J of this Article shall apply to all employees who were members of the Association as of July 1, 1984, and to all new employees after July 1, 1984.

- F. **Representation Fee Selection.** Each employee shall select one of the following representation fee options:
  - 1. **Association Membership Fee.** The fee shall be the dues uniformly required of members of the Association.
  - 2. **Agency Service Fee.** The fee shall be the amount certified by the Association as the proportionate member cost directly attributable to the costs of collective bargaining representation, administration of this Agreement, and claim adjustments, which fee shall not be greater than the dues uniformly required of members of the Association in the same classification.
  - 3. **Charitable Organization Fee.** If the employee expresses to the Association in writing that he/she has such a personal conviction which forbids the joining or supporting of a labor union (or similar organization), the fee shall be in the same amount as the agency service fee and shall be paid to a non-union, non-religious charitable organization mutually agreed upon by the employee and the Association in accordance with procedures hereinafter set forth.

If an employee fails to make a selection, he shall be deemed to have selected the payment of the agency service fee. The representation fee selected by the employee shall remain in effect until revoked by the employee in writing.

- G. **Service and Organizational Fee Employees.** Each employee who has paid a representation fee shall be entitled to representation by the Association on the same terms and conditions as members of the Association, including, but not limited to, the administration of the Contract Enforcement Procedure. In addition, any such employee shall have the right to receive all communications received by the Association members concerning the administration or negotiation of the Collective Bargaining Agreement.

H. **Payroll Deduction.** The Association shall prior to September 1 of each year certify in writing to the employer the total amount of annual dues to be deducted from the pay of each employee electing to pay the Association membership fee or the agency service fee, which dues shall be deducted in twenty (20) substantially equal monthly installments from the first two payrolls of each month beginning with the first or second payroll in September. The employer shall electronically transmit within ten (10) days the total aggregate deductions made to the Association bank account designated by the Association Treasurer in writing, subject to any escrow retention by the employer. The employer shall also transmit to the Association Treasurer a list specifying the amount deducted from each employee for the payroll. The employer assumes no responsibility for any error in making deductions other than to correct such errors in any subsequent deductions. In the event of overpayment, the Association agrees to refund any such overpayment within twenty (20) days from notice thereof.

In the case of any employee who elects the charitable organization fee option, the employee shall pay such fee directly to the organization mutually agreed upon by the employee and the Association and furnish a copy of the receipt thereof to the Association, provided, however, that the employee may authorize a payroll deduction in accordance with procedures established by the employer. If an employee electing such option shall not pay the fee directly to the charitable organization or authorize payment through deductions, the Association shall have the right to pursue collection of fee by appropriate action in a court of competent jurisdiction. In no event shall the employer be a party to such collection action.

I. **Prohibited Fees.** A representation fee shall not be used for matters not permitted by law. If the Association shall materially violate this provision, the employer shall have the right, on thirty (30) days written notice to the Association, to terminate any further deductions.

J. **Indemnification.** The Association assumes full responsibility for the validity and legality of the provisions herein set forth. If any action is brought against the employer in a court of competent jurisdiction or in an administrative agency because of its application of this article, the Association expressly agrees to defend such action, at its own expense and through its own counsel, and to indemnify the employer, its officers, agents or employees, for any costs or damages which may be assessed against all or any of them regarding the application of this article, provided that the employer gives timely notice of such action to the Association.

K. The Association shall be granted up to five (5) days or 40 total hours of leave during which an Association member may conduct Association business. An additional 10 hours of unpaid leave may also be granted. The leave must be requested by the President of the Association no less than ten (10) days in advance except when an emergency occurs.

#### ARTICLE IV - PAYROLL DEDUCTIONS

A. The Board, upon written authorization from each member of the Bargaining Unit, shall deduct from the wages of employees and make appropriate remittance for:

1. Association dues and assessments (paid to Association Treasurer);
2. Health insurance and insurance options authorized by the Board;

3. Allegan County School Employees Credit Union;
  4. Annuities to companies approved by the Board.
  5. IRC 125 deductions approved by the Board
  6. Local bank direct deposits and Educational Community Credit Union
  7. Contributions to investment options offered by MEA Financial Services.
- B. Changes in deductions will be made upon receipt of the proper authorization from the employee in the Superintendent's Office.
- C. 403b/457 Plans
1. The Board and the association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The Board and the Association agree that 403b and 457 plans shall be available as laws allow and as available through the Michigan Retirement Investment Consortium (MRIC).
  2. The Board and Association agree to participate in the Michigan Retirement Investment Consortium (MRIC) to facilitate compliance with IRS law and Code. The Board agrees that all services as may be required to administer 403b and 457 plans will be at no cost to Association members.
  3. The parties further understand and agree that the regulations regarding the administration of 403b and 457 plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, the parties agree that:
    - a. The plan document shall allow employees the ability to make changes in the investment portfolio.
    - b. The plan document shall allow:
      - i. Employer contributions if mutually agreed upon.
      - ii. Roth IRS contributions.
      - iii. "Catch – up" contributions as defined by the IRS.
      - iv. Emergency or hardship withdrawals as allowed by the IRS.
      - v. The ability of an employee to request and receive a loan as appropriate under 403b and /or 457 regulations.
      - vi. Acceptance of contributions to the plan from monies generated by liquidation of another plan (IE "Rollover" accounts) subject to information sharing agreements.
      - vii. Planned withdrawals to the extent permitted by the IRS and the plan.
      - viii. Allow participating employees the ability to make changes in their contributions and investments to the extent permitted by the plan.
      - ix. Any monies taken under a salary reduction agreement shall be remitted via the prescribed MRIC procedure at the end of each month, which shall comply with IRS requirements.
      - x. All bargaining unit members are eligible to participate in the plan.

## ARTICLE V - EMPLOYEE RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations.
- B. The Board and the Association agree not to discriminate on the basis of age, race, religion, color, national origin, sex, participation in Union activities, institution of grievance and complaint proceedings under this agreement.
- C. The Board agrees that every custodial bargaining unit member shall have rights guaranteed in Public Act 379.

## ARTICLE VI - CONDITIONS OF EMPLOYMENT

- A. A full-time employee is defined as an employee who is scheduled to work 52 weeks, 35 to 40 hours per week. Under regular working conditions, a normal work day for a full-time employee consists of eight (8) hours per day and a normal work week consists of five (5) consecutive work days.
- B. A part-time employee is defined as an employee who is scheduled to work less than full time. Included are employees scheduled to work partial weeks (less than 35 hours) and/or a partial year (less than 52 weeks).
  - 1. Under regular working conditions a normal work day for a part-time employee consists of two (2) to six (6) hours per day and a normal work week consists of five (5) consecutive work days. This normal two (2) to six (6) hour work day is not intended to be a minimum or maximum work day.
  - 2. The work weeks for a part-time employee shall normally be the weeks that school is in session and such additional days during school vacation periods as may be authorized by the supervisor.
  - 3. Regular part-time employees shall be offered additional hours of work during the weeks when school is out for the summer before such work is offered to temporary employees. To have priority, a part-time employee must notify the supervisor in writing, by May 15, of his or her interest in summer work.
- C. Shifts of work shall be determined by management as it makes schedules which in its judgment represent the best interest of the school district. Work schedules will be determined by the Building and Grounds Supervisor.
- D.
  - 1. Any Association member who is asked to report on a call-in basis above a forty (40) hour work week shall be paid a minimum of two (2) hour's pay at time and one-half.
  - 2. Open and close. Call-in for building opening or closing shall be paid at a



minimum of one and one half (1 1/2) hour's pay at time and one-half per opening or closing and be available to the group using the facility as well as perform custodial duties during the time scheduled by the Director of Buildings and Grounds.

- E. If Bargaining Unit Members are asked by the administration to work overtime, they shall be paid at the following rate:
  - 1. Time and one-half for all hours worked over forty (40) hours per week.
  - 2. Double time for all hours worked on Sunday.
  - 3. Regular time plus holiday pay for all hours worked on holidays that are defined in this Agreement.
- F. The employer shall pay for Worker's Compensation insurance for the employee's protection against injury.
- G. Mandatory overtime shall not be required of any employee on Sunday. All hours worked on Sunday shall be paid at double time regardless of the number of hours worked during the week.
- H. Each full-time employee will have a thirty (30) minute lunch period which shall normally be duty-free except for an emergency.
- I. There shall be two (2) "rest" breaks per eight (8) hour shift for all full-time employees. Each break shall not exceed fifteen (15) minutes in duration. Part-time employee breaks are prorated.
- J. Any deviation from the schedule as approved herein shall be approved by the immediate supervisor.
- K. All members of the Bargaining Unit are primarily responsible to the Building and Grounds Supervisor, unless the Building Administrator directs the employee to do otherwise. If the Building and Grounds Supervisor is absent a temporary or replacement supervisor may be designated.
- L. No Bargaining Unit Member other than the group leader shall be required to supervise.
- M. All employees will be provided with one (1) set of shirts and pants uniforms for each day of the week scheduled up to five (5) upon employment. In each year thereafter, each employee will be given a voucher amount equal to three (3) replacement uniforms. Vouchers will be used to purchase any combination of shirts and pants uniforms. Uniforms will be selected from approved articles. Uniforms must be worn on duty. Work sites where an employee works outside a substantial amount of time during inclement weather will have available proper clothing, i.e. heavy coat, rain gear. This section shall take effect immediately after the employee's ninety (90) day probationary period. Failure to wear uniforms on duty will exempt the Board from purchasing additional uniforms for that member the following year.

- N. If an employee feels that his/her assigned workload cannot be completed in the hours allocated he/she may request a review of the situation with the Building and Grounds Supervisor. Any decision of the Supervisor will be considered final.
- O. Should an employee be required to hold a license in order to perform certain duties, such as a license required to use specific chemicals, the Board shall pay for any training, preparation, and fees related to obtaining and renewing said license/s.
- P. The Board shall pay for the cost of training related to professional development which has been approved or required of bargaining unit members. This payment shall also include reimbursement for time, travel, meal and other related expense at rates/amounts equal to other staff.

## **ARTICLE VII - PAID LEAVE**

### **A. Personal Illness or Injury Leave**

1. Employees covered by this Agreement who are absent from duty because of illness or injury to self or immediate family shall be paid their regular wages for the period of such absence, not to exceed a total of ten (10) work days in any one year except where additional leave has been accumulated. The Board may require a doctor's statement attesting to the illness of the employee or immediate family member. The ten (10) days of annual leave shall be credited to the Association member's account on the following schedule:
  - a. Ten (10) days on the date the day probationary period is completed, but using the first day of employment as the starting date.
  - b. Ten (10) days each year thereafter. Total accumulation of leave days is limited to 100 full-time equivalent days (800 hours). If an employee begins the year with the maximum accumulation of 100 days, the employee shall be credited with the ten (10) days for that year, but cannot accumulate more than 100 days at the end of the year, nor carry over more than 100 days, nor be paid severance for more than 100 days.
  - c. Accumulation of leave days shall be on an eight (8) hour day equivalent basis. (Example: a member working four hours per day who uses no leave days during a year will accumulate 40 hours (10 days x 4 hours) or five (5) eight (8) hour days equivalent.)
2. Sick or bereavement leave pay will be paid on the basis on the length of the normal work day excluding over-time or holiday pay.
3. Absence due to illness or injury incurred in the course of the employees' employment shall be charged pro rata against the employees' sick leave days. If

the employee is eligible for Worker's Compensation, the employee shall use his accumulated sick leave on a pro rata basis. The proration shall be at a rate that reflects the difference between the Worker's Compensation and the employees' regular take home pay for a period not to exceed the use of the accumulated sick leave or employee resignation whichever is first.

4. The Board shall maintain a list of substitute custodians for the purpose of working in the absence of a regular custodian when deemed necessary by the Board.

#### **B. Bereavement or Approved Emergency**

1. Approved absence shall be allowed for bereavement involving a member's immediate family. A total of up to three (3) days will be allowed to enable the employee to make arrangements for and attend the funeral when travel distance or other circumstances warrant. An additional two (2) days may be requested, but will be chargeable to sick leave. Immediate family is defined as a member's spouse, spouse's parent, child, stepchild or parent.

Approved absence for bereavement involving grandparents or in-laws may be allowed and will be deducted from sick leave.

2. Attendance of any funeral deemed important to the member will be granted under this section but will be deducted from sick leave.
3. Emergency care of someone in the immediate family of the member will be granted under this section and deducted from sick leave. The Board may require a doctor's statement attesting to the critical illness of the person needing this care. Immediate family is defined in item 1 above.

#### **C. Personal Business Day**

1. An individual member may be absent from work one (1) day, non-cumulative without reduction in wages to attend to personal business. No reason for personal day absence needs to be given by the employee. In addition, each employee shall be allowed to use one (1) unpaid personal business day each year which must be requested on a non-instructional day.
2. Requests for this day shall be made in writing to the member's supervisor 48 hours in advance of the requested absence date, except in case of an emergency.
3. No personal business day shall be taken on a day immediately prior to or following a vacation or holiday recess.
4. If the personal day is not used during the year, up to one personal day may be carried over to the following year. If a personal day cannot be carried over due to the one day maximum, it will be added to the sick leave accumulation of the member.

**D. Jury Duty - Paid Leave**

Members summoned to serve on jury duty shall be paid the fraction of their contractual salary equivalent to one day less the amount received for jury duty for each day served. If a member is not picked to serve on the jury for any day, he will then report to school to resume his normal duties. The Board retains the right to ask the judicial authority to excuse a member from jury duty in the event that it would create a hardship on the district.

**ARTICLE VIII - UNPAID LEAVES**

A. A leave of absence shall be defined as the approved leave taken from all or part of one's assigned work.

**B. General Provisions**

1. Requests for leaves of absence shall be made in writing and submitted 15 days prior to the expected leave date. Requests for leaves of absence shall include the reason for the leave along with notification of the anticipated beginning and ending dates of said leave.
2. An employee returning from a leave of absence shall be reinstated to the same or equivalent position he/she held when the leave began. At least five (5) work days prior to the date a leave is scheduled to expire, the employee shall notify the Board of his/her intent to return to work.
3. An employee on unpaid leave shall not accumulate seniority nor shall they lose accumulated seniority.
4. Unpaid leaves shall be without Board paid benefits.

**C. Military Leave**

Any member who is called into the armed forces of the United States, or who is activated as a member of the reserve forces, or who enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in an open hostility involving active acts of warfare, shall be granted a leave of absence without pay for the period of such absence. Full credit on the salary schedule for each calendar year or major portion thereof spent in such military service will be granted to those so leaving Hamilton Community School service and returning thereto, provided that rights under this paragraph will terminate upon any voluntary extension of such military service.

**D. Child Care Leave**

1. A member who elects to use an unpaid child care leave shall not use sick days during the leave period.
2. Notification that a request for child care leave is forthcoming shall be given to the Superintendent at least three (3) months before the leave is to begin. The written request with beginning and ending dates for this leave must be given to the Superintendent at least two (2) months before the leave is to begin. Any variation of these requested dates due to the health of the member and with the medical doctor's advice may be adjusted by the Superintendent.
3. In the event of the death of the object child of the leave, the leave of absence may be terminated upon request of the member only if a position becomes vacant.
4. In case of any dispute as to whether a member is able to adequately perform the duties to which she is regularly assigned, the physician who has treated the member through her pregnancy shall make the final and binding determination.

**E. Sick/Disability Leave**

An employee who is unable to work regularly because of a long-term major personal illness or disability which would qualify under the Family Medical Leave Act and who has exhausted all sick leave available shall be deemed on leave of absence without pay for the duration of such illness or disability, but no longer than twelve months (12). A request for an extension of the leave may be made to the Superintendent at least one month prior to the end of the approved leave. Medical proof of illness or disability is required.

**ARTICLE IX - VACANCIES AND TRANSFERS**

- A. When the Board determines a vacancy exists, notice of such shall be sent to the Association President and to each building during the regular school year at least one (1) week before the position is filled. A job description will be made available upon request.
- B. Vacancies shall be filled on the basis of experience, length of service within the district, reliability, disciplinary history and ability to perform the work as determined by the administration. All qualifications being equal, the most senior employee shall be awarded the position over new hires for new or vacant positions.
- C. Employees may apply to the Building and Grounds Supervisor any time within five (5) work days of the Association President receiving the notice.
- D. An involuntary transfer or assignment shall be made only after a meeting with the member, the Superintendent or his designee and an Association representative (if requested by the member) at which time the member shall be notified of the reason for the assignment or transfer.

- E. Requests for transfer shall be made in writing to the Building and Grounds Supervisor.

### **ARTICLE X - BARGAINING UNIT MEMBER PROTECTION**

- A. No non-probationary Bargaining Unit Member shall be disciplined or discharged without just cause. It is agreed and understood that, under normal circumstances, the following progressive system of discipline shall be followed in disciplining non-probationary employees:
  - 1. Verbal warning by supervisor or appropriate administrator with written notice kept by supervisor
  - 2. Written reprimand by supervisor or appropriate administrator included in personnel file
  - 3. Suspension with or without pay
  - 4. Dismissal

It is recognized that the seriousness of a problem may cause the problem to be dealt with at a higher level than in the order of discipline as listed above.

- B. A member shall be entitled to have a representative of the Association present during any disciplinary action. An opportunity for representation shall be afforded when requested by the member.
- C. In the event a complaint is made by any person or group against any Bargaining Unit Member, the Board shall notify the Bargaining Unit Member prior to placing said complaint in the Bargaining Unit Member's personnel file and the Bargaining Unit Member shall be allowed to write a rebuttal to be attached to any complaint placed in their personnel file.

### **ARTICLE XI - ASSAULTS**

- A. Any case of assault upon a Bargaining Unit Member while in the course of his or her employment shall be promptly reported to the Board. The Board shall provide reasonable assistance to any employee for their legal defense for actions arising out of their proper performance of duties.
- B. If a Bargaining Unit Member is free of fault, then he shall suffer no loss of pay for time lost in connection with said assault for the duration of his accumulated sick leave and two weeks thereafter.

## ARTICLE XII - SENIORITY

- A. Bargaining Unit Members shall be on probation the first sixty (60) work days of their employment.
- B. When Bargaining Unit Members complete the probationary period, they shall be entered on the seniority list of their classification and rank for seniority from the last date of hire. There shall be no seniority among probationary employees.
- C. In the event more than one individual begins employment on the same date, all individuals so affected will participate in a drawing to determine position of the seniority list.
- D. For the purpose of this Agreement, seniority shall accrue and be applied within the following classifications:
  - Custodian Group Leader
  - Custodian
  - General Maintenance
  - Specialized Maintenance
- E. A part-time member who has been employed by the Board for at least three (3) continuous years and becomes a full-time employee shall have his/her service to apply to the "length of employment" used to calculate vacation. The number of years credited for this purpose will be based upon the total number of hours worked as a part-time bargaining unit member (as calculated or estimated by the administration) divided by 2,000.
- F. If the custodian group leader position is ever eliminated, employees in that classification shall have the right to bump less senior custodians. If a specialized maintenance position is eliminated, employees in that classification shall have the right to bump less senior general maintenance employees. If a general maintenance position is eliminated, employees in that classification shall have the right to bump less senior general maintenance employees.

## ARTICLE XIII - LAYOFF AND RECALL

In the event of a layoff the following procedure will be utilized:

- A. Probationary employees within the classification(s) to be reduced shall be laid off first, providing a non-probationary employee is qualified and capable of filling the position if the position is to be maintained.
- B. If a further reduction is instituted, the employees will be laid off on the basis of seniority within the classification and their records of employment in the district. Where the records of employment are equal, employees shall be laid off in the inverse order of seniority within the classification provided there is a more senior employee qualified and able to perform the duties of the position being vacated and/or continued.

- C. When the work force is increased after a layoff, the most senior employees within the classifications being increased will be recalled first to positions within the classifications, except where the senior employee lacks the necessary qualifications to perform the duties of the open position.
- D. Bargaining Unit Members shall be given at least thirty (30) days notice of layoff except in cases of emergency or in layoffs of short duration which shall not exceed one (1) week.
- E. In the event of recall within one (1) year, Bargaining Unit Members who have been previously laid off will be recalled in inverse order by certified or registered letter. The letter shall inform the employee of an opening and shall specify the date the Bargaining Unit Member is required to report to work.
- F. If the Bargaining Unit Member fails to notify the Board of his intent to return to work within five (5) days after the mailing or if he fails to report to work as required, he shall be considered a quit.
- G. The employee is obligated to notify the Board of his current address.

#### **ARTICLE XIV - JOB DESCRIPTIONS AND PERFORMANCE REVIEWS**

- A. The school district will provide all employees with job descriptions which relate directly to the employee's assigned work.
- B. The job performance of each employee will be reviewed no less than every two years by the supervisor or other district representative and discussed with the employee.
- C. A written report of the performance review will be placed in the employee's personnel file.
  - 1. Employees shall be given a copy of any written performance report that is to be placed in the personnel file and may request a conference with the Supervisor in relation to the report.
  - 2. Employees may attach a signed comment sheet to any written performance report that is placed in his or her personnel file.
  - 3. Any written report of an employee's performance review shall be based on job performance, as defined by job descriptions, written Board policies, directives and work rules.
  - 4. A copy of the performance review form used by the Board will be given to employees within sixty (60) work days of the beginning of the school year.



## ARTICLE XV - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of, or failure to re-employ, any probationary employee; except for Association activity.
  2. Any matter for which there is recourse under state or federal statutes.
- B. The term "days" as used herein shall mean scheduled work days.
- C. Written grievances as required shall contain the following:
1. It shall be signed;
  2. It shall be specific;
  3. It shall contain a synopsis of the facts, giving rise to the alleged violation;
  4. It shall cite the section or sub-sections of this contract alleged to have been violated;
  5. It shall contain the date of the alleged violation;
  6. It shall specify the relief requested.

Any grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- D. **Level One** - A grievant alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence orally discuss the grievance with the Building and Grounds Supervisor in an attempt to resolve same.

If no resolution is obtained within five (5) days of the discussion, the grievant shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.

**Level Two** - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within ten (10) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance.

Within ten (10) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the immediate supervisor and place a copy of same in a permanent file in his office.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within ten (10) days of the discussion appeal same to Level Three.

### Level Three

1. If the Association is not satisfied with the disposition of the grievance at Level Two, it may within twenty (20) days after the decision of the Board or their designated agent refer the matter for arbitration. The parties will meet within ten (10) days to select an arbitrator according to the following procedure.
  - a. A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the union or the Board.
  - b. Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.
  - c. The parties will alternate the initiation of the elimination process with each successive grievance.
  - d. Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.
  - e. Should either the Board or the Union wish to terminate the use of the pre-selected panel arrangement for selection of grievance arbitrators, the party wishing to terminate the panel shall give one year's notice to the other party. Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association subject to its rules.
2. Each party shall submit to the other party not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing. Neither party may raise a new defense or ground at the arbitration hearing not previously raised or disclosed to the other party.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:

- a. He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
  - b. He/She shall have no power to establish salary scales or to change any salary.
  - c. He/She shall have no power to interpret state or federal law.
  - d. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act on the merits of the grievance until the arbitrability has been determined.
- E. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board.
  - F. All preparation or consideration of grievances shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty station.
  - G. If any of the time requirements of the above procedures are not met, the grievance shall be automatically moved to the next step. The time requirements shall be strictly observed, but may be waived or extended by written agreement of the parties.

#### **ARTICLE XVI - INCLEMENT CONDITIONS**

- A. Nothing in this Agreement shall require the Board to keep the Hamilton Community Schools open in the event of inclement weather, or when otherwise prevented by an Act of God.
- B. The Board will determine which employees will be designated to work on inclement weather days when school is called off.
  - 1. Full-time employees will be designated to work unless directed not to report.
  - 2. Part-time employees will not be designated to work unless specifically directed to report.
- C. Employees who are designated to work on inclement weather days when school is called off are to report and will be paid the full wage for a normal day.

#### **ARTICLE XVII - VACATIONS AND HOLIDAYS**

- A. Paid vacation time is computed on the vacation year from July 1 to June 30. Vacation will be granted to non-probationary employees on July 1 each year and to other employees after successfully completing the probationary period.

B. Paid vacation time shall be calculated on a member's normal work week exclusive of overtime and additional summer hours. A member's normal work week shall be defined as the number of hours per week the member is regularly scheduled to work during a five (5) day week when school is in session. Vacation will be prorated for members working 20 hours or more per week (hours per day basis) and/or less than 52 weeks per year (weeks per year basis) will also be prorated.

1. Members who have been employed for one (1) or more years will have their paid vacation time granted for the period computed as follows

Length of Employment	Full Year Members	School Year Members (9/12)
1 year but less than 6 years	10 work days	7.5 work days
6 years but less than 15 years	15 work days	11.25 work days
15 years or more	20 work days	15 work days

2. First year bargaining members, who are scheduled to work 52 weeks, shall from their date of successfully completing their probationary period to June 30 earn paid vacation time as follows:

Month of End of Probation	Full Year Members	School Year Members (9/12)
May, June	0 work days	0 work days
March, April	1 work day	0.75 work day
January, February	2 work days	1.5 work days
November, December	3 work days	2.25 work days
September, October	4 work days	3 work days
July August	5 work days	3.75 work days

- C. A maximum of five (5) unused paid vacation days may be carried over beyond June 30 to the following vacation year. At no time will the number of vacation days available for use during a year be more than five (5) greater than the number earned during the prior year.
- D. Requests for vacation must be in writing to the Building and Grounds Supervisor. Request forms will be available for this purpose.
- E. Employee vacation schedules are subject to the approval of the Supervisor of Buildings and Grounds.
  1. When the number of requests for vacation during a specific period is greater than the number to be granted, preference will be given to the

member who makes the earlier request or who has been employed the longest. Preference based on length of service will be granted to an employee only one (1) time during any calendar year.

2. It is specifically recognized that all requests may be denied for certain periods of the year such as two (2) weeks before school starts, Christmas vacation, spring vacation, or other times determined by the Buildings and Grounds supervisor.
3. Alternative work schedules for Christmas Break, Spring Break, and Summer Break may be arranged by mutual consent of the Buildings and Grounds Supervisor and member without affecting the amount of vacation granted. Alternative schedules must be documented before December 15 for Christmas Break, March 15 for Spring Break, and June 1 for Summer Break. Vacation time for scheduled work days on the alternative work schedule will be deducted on an hourly basis as taken

F. To qualify for holiday pay, a member must work the last day before the holiday and the next day after the holiday unless the member is absent under the conditions of the paid illness, disability, bereavement or vacation leave. Part time employees who work a regular schedule throughout the summer will qualify for July 4 holiday pay at their regular school year rate.

1. For a part-time employee, the last scheduled day before the holiday during the Christmas/New Year's period will be understood as the last day school is in session in December and the next scheduled day after the holiday as the first day school resumes in January.
2. Part-time employees may be required to work a number of hours during the Christmas/New Year's school vacation period equal to the number of hours of holiday pay for which they qualify. Failure to work the number of hours when requested will result in a proportional loss of holiday pay.

G. All employees shall receive pay for the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day following Thanksgiving
July 4	Day before Christmas
Labor Day	Christmas Day
	Day before New Year's Day

H. If a holiday falls on Saturday, Friday shall be considered the holiday. If a holiday falls on Sunday, Monday shall be considered the holiday.

## ARTICLE XVIII - WAGES

- A. Wage Scales 1% increase for 2012-2013 (employees will not receive steps)  
 1% increase for 2013-2014 (employees will receive steps)

Step	Effective Nov 5, 2012 to July 26, 2013		Step	Effective July 27, 2013 to July 25, 2014	
	Custodian	Maintenance		Custodian	Maintenance
1	14.16	16.38	1	14.30	16.54
2	14.41	16.61	2	14.55	16.78
3	14.63	16.78	3	14.78	16.95
4	14.91	17.01	4	15.06	17.18
5	15.20	17.20	5	15.35	17.37
6	15.44	17.42	6	15.59	17.59
8	16.06	18.12	8	16.22	18.30
10	16.38	18.48	10	16.54	18.66
15	16.72	18.83	15	16.89	19.01

Other

Group Leader	\$0.75/hour
Group Leader with cell	\$1.75/hour (includes 75¢ in above line)
Maintenance Certifications	\$1-4.00/hour (item B below)
Emergency Duty	\$60/week
Night Premium (3:00 p.m.)	\$1.25/hour

The night premium will be paid to all employees whose shift is regularly scheduled to begin after 3:00 p.m.

- B. Placement on these wage scales for any person being placed on a particular scale for the first time may begin at a higher level than Step One if the administration decides year of skills gained in another position either inside or outside of Hamilton Community Schools warrants such credit. If in the judgment of the administration an individual demonstrates exceptional abilities or performance an individual may go up by a maximum of (1) one additional step during one year. This will only be allowed to happen four (4) times during a person's employment.

If an employee, whose normal work schedule qualifies for the night premium, is asked by the Buildings and Grounds Supervisor to work additional hours, the employee will be paid the day rate for those hours before the night shift time and the night rate for those hours after the night shift time.

A wage scale and employee group designated as Specialized Maintenance employees is established for those maintenance employees presently receiving additional pay for possessing certain district designated special licenses/certifications. This wage scale will be \$1 to \$4 per hour above the regular Maintenance category depending on the level of specialization and/or licenses/certifications.

- C. Each full-time and part time employee will progress up the scale at his/her anniversary hire date until the top is reached.

**ARTICLE XIX - RETIREMENT**

- A. All bargaining unit members are members of the Michigan Public School Employee Retirement System and shall be granted any benefits thereof.
- B. Upon retirement (meeting the requirements of the Michigan Public School Employees Retirement Board conditions for retirement) or death, the member (or his/her survivor) shall receive payment in the amount of fifty (50%) of the accumulated sick leave hours times step one of member’s pay category. Employees hired after November 5, 2012 will not be eligible for this benefit.

**ARTICLE XX - INSURANCE BENEFITS**

- A. Benefits – Full-Time Employees  
The Board shall provide the insurance benefits of this item to full-time employees.

- 1. Health Insurance -- the health insurance will be as specified below:

Health Plan	MESSA Choices II
Single/Family Deductible In-Network	\$500/\$1,000 Single/Family Deduction
Single/Family Deductible Out-of-Network	\$400/\$800
Office Visit/Urgent Care/Emergency Room	\$10/\$25/\$50
Prescription Co-pay	Saver Rx (\$10/\$40 Rx)
Premium Co-Pay (annual)	

The Board will pay the state mandated hard cap amounts towards the employees health insurance. This amount will be adjusted as the state mandated hard cap is adjusted. If the law mandating the insurance hard cap is changed, previous contract language will be reinstated (90/10 premium split).

- 2. Dental Insurance -- the dental insurance will be as specified below:

Dental Plan	Full Family MESSA Delta Dental Insurance under Plan E W/O – 7
Classes I-III	90%/80%/80%; \$1,600
Class IV	\$2,300

- 3. Life Insurance -- the amount of life insurance coverage will be \$25,000 of term life insurance.

4. Long-Term Disability (LTD) Insurance -- the LTD insurance will be as specified below:
  - a. Benefit percentage shall be 66 2/3% of eligible wages;
  - b. Maximum monthly income benefit shall be \$3,000;
  - c. 90 calendar day waiting period, modified fill;
  - d. The insurance carrier and any further specifications or requirements will be determined by the Board.
  
5. Vision Insurance -- the vision insurance will be through National Vision Administrators (NVA) with equivalent coverage to VSP-3 Gold. The District will reimburse for one annual eye exam per year, with the member's current ophthalmologist, if not covered at the current VSP-3 Gold rate.
  
6. Full-time employees not electing health insurance coverage shall apply up to the amount of the single subscriber premium (COBRA rate) toward the fixed option programs or tax deferred investment through one of the school's approved carriers, or a combination of both. If a husband and wife are both full-time members of this bargaining unit, one shall elect health insurance coverage and the other shall elect options. An open enrollment period shall be provided whenever premium subsidy amount change for the groups.

**B. Benefits – Part-Time Employees**

1. Health Insurance -- Employees working less than full time will be granted access to MESSA Limited Health Plan. Employee costs may be covered through deductions in a Section 125 plan.
  
2. Life Insurance -- The Board shall provide to all employees the amount of life insurance coverage will be \$25,000 of term life insurance.
  
3. Long-Term Disability (LTD) Insurance -- for all members regularly scheduled to work twenty (20) or more hours during a normal work week while school is in session the LTD insurance will be as specified below:
  - a. Benefit percentage shall be 66 2/3% of eligible wages;
  - b. Maximum monthly income benefit shall be \$3,000;
  - c. 90 calendar day waiting period, modified fill;
  - d. The insurance carrier and any further specifications or requirements will be determined by the Board.

**ARTICLE XXI - CONTINUITY OF OPERATIONS**

The Association agrees that for the duration of this Agreement neither the Association nor its individual members will authorize or take part in a strike, work stoppage, or slowdown for any purpose whatsoever. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action which the Board deems necessary.

The Board agrees that it will not lock out its employees.



## **ARTICLE XXII - GENERAL PROVISIONS**

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- B. The Board shall pay the expense of printing this Agreement. One (1) shall be made available to each Bargaining Unit Member and five (5) extra copies for the Hamilton Custodial Association shall be provided.

## **ARTICLE XXIII - WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands that proposals with respect to any subject not removed by law from the area of collective bargaining. The agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the HCA, for the life of this Agreement, each waives the right to bargain collectively with respect to any subject referred to in this Agreement, or with respect to any subject not specifically referred to in this Agreement, even though such subject may not have been within the knowledge of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE XXIV - SEVERABILITY**

In the event that any provision of this Agreement shall, at any time, be held to be contrary to law, such provision shall be null and void; however, all other provisions of this Agreement shall continue in full force and effect.

## **ARTICLE XXV - ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon the Board and the HCA. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the HCA. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

The building and grounds supervisor and an Association appointed representative shall meet bi-monthly (January, March, May, July, September, November) for the purpose of reviewing the administration of the existing contract and other matters of concern. Meetings will be scheduled on the second Thursday or another mutually agreeable date.

**ARTICLE XXVI - DURATION OF AGREEMENT**

This will be an agreement beginning November 5, 2012. This Agreement shall continue in full force and effect through August 28, 2014. This Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

FOR THE  
HAMILTON CUSTODIANS ASSOCIATION

Cheryl Taylor  
Cynthia Vardon  
Patricia Kloss  
Rebecca M. Dray

FOR THE HAMILTON COMMUNITY SCHOOLS  
BOARD OF EDUCATION

Melissa Jansen  
Robert Jansen  
Ronald W. Eding  
Ford Poll