

MASTER AGREEMENT
BETWEEN
GRAND LEDGE BOARD OF EDUCATION
AND
GRAND LEDGE UNIT II,
MEA/NEA
(CUSTODIAL/MAINTENANCE)

June 8, 2012

JULY 1, 2012 - JUNE 30, 2014

PREAMBLE

WHEREAS, the Board has an obligation, pursuant to Act 336 of the Michigan Public Acts of 1965 as amended, to negotiate with representatives of its employees with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings through extended and deliberate professional negotiations, it is hereby agreed as follows:

AGREEMENT

This Agreement entered into by and between the Board of Education of the Grand Ledge Public Schools, Grand Ledge, Michigan, hereinafter called the "Board," and the Grand Ledge Unit II MEA/NEA, hereinafter referred to as the "Union."

ARTICLE 1 - RECOGNITION

- A. The Board hereby recognizes the MEA/NEA as the exclusive bargaining representative, as defined in Section II of Act 336, Public Acts of 1965, for non-supervisory school personnel employed by the Board as follows:

Maintenance and Custodians

- B. Nothing contained herein shall be construed to deny or restrict any individual employee's rights he/she may have under the Michigan General Schools Laws or the right of the individual employee to confer with and raise issues or problems with appropriate supervisory personnel.
- C. The employee must be working on a regularly scheduled job to be included under this Master Agreement. This shall be interpreted to mean substitutes shall not be covered by this Agreement but seasonal labor or contractor services will be covered by this contract.

ARTICLE 2 - AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3 - GENDER

Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 4 - NON-DISCRIMINATION

This Agreement shall be applied uniformly to all eligible members of the bargaining unit by the Employer and the Union. There will be no discrimination with respect to conditions of employment.

ARTICLE 5 - BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Grand Ledge Public Schools consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:
1. The supervision, direction, and control of the management and administration of the school system, its properties and facilities.
 2. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
 3. The right to hire contractor(s) or temporary labor for services deemed necessary to meet custodial maintenance needs of the district.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

ARTICLE 6 - EMPLOYEE RIGHTS

- A. The Union and its members shall have the right to use building facilities for meetings at such hours that do not interfere with the regular program of the school or any other activities that had previously been scheduled and approved by the Board or its representatives and subject to the Building Use Policy as adopted by the Board. Bulletin boards in lounges and workrooms shall be made available to the Union and its members.
- B. The Board agrees to make available to the Union for viewing and reproduction all

pertinent information considered to be public in nature concerning the financial resources of the District, tentative budgetary requirements and allocations and such other appropriate information as will assist the Union.

- C. Duly authorized representatives of the Union and their respective affiliates shall be permitted to transact official local Union business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or shift duties.
- D. Members of the Union designated by the Union to attend a function of the State Association such as conventions or educational conferences shall be allowed time off with pay to attend such conferences and/or conventions. No more than five (5) members shall be allowed to attend such conventions or conferences at any one time. The Union President and no more than two (2) members from each classification will be allowed to attend such conventions or conferences at any one time. No more than five (5) such days shall be used each year by the entire bargaining unit.
- E. Employees who work on the second shift shall be allowed up to one (1) hour off per month, if needed, without loss of pay to attend meetings of the Union, provided said employees make up said hour on the same day. If the local Union President works the second shift, he/she shall be allowed an additional hour off per month, if needed, without loss of pay to attend meetings of the Union (including ECEA Board meetings) provided said employee makes up said additional hour on the same day. Employees who use this time must obtain approval from the Executive Director of Operations or designee. Approval will be withheld only if the employee is needed and a substitute cannot be obtained.

ARTICLE 7 - 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 membership in the Union or pay a service fee to the Union as established by the Union for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the local, state and national or pay to the Union each month a service fee in an amount established by the Union for the duration of this Agreement, on or before the ninetieth (90th) day following such effective date.
- 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 the Union each month a service fee established by the Union for the duration of this Agreement commencing on or before the ninetieth (90th) day following the

beginning of their employment in the bargaining unit.

- D. The Union agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this Article.

ARTICLE 8 – GRIEVANCE / UNION REPRESENTATIVE

- A. The Union shall be represented by the Grievance Representative and the Grievance Committee chosen by the Union.

The Board shall be notified at the beginning of each school year of the names of the Grievance Representative and the Grievance Committee.

- B. If Union Representative(s) are required by the Employer to attend grievance hearings or meetings when regularly scheduled to work, they will be reimbursed for such lost time by the Employer. No more than three (3) employees will be paid for any meeting.
- C. The Board and the Union agree to form an informal committee of two (2) Union representatives and two (2) administrators to discuss any areas of concern that either party may have. The Board will not make any major changes without going through this committee and will give due consideration to the Union's input. Union representatives required to attend meetings during working hours will be paid at their regular rate for all hours in attendance.
- D. After an optional informal meeting with the employee and their supervisor, the Grievance process shall begin with the employee and union representative meeting with the Executive Director of Operations. If the issue in question cannot be resolved with the Executive Director of Operations the next step in the process is to meet with the Human Resource Director. Any decisions made by the Director of Human Resources may be appealed to the Superintendent.

ARTICLE 9 - HOLIDAYS

- A. All Custodial and Maintenance employees who are regularly scheduled to work the week of a holiday and who work the workday before and after the holiday, when scheduled to work, shall be allowed the following Seven (7) days with pay.

Such days shall include Thanksgiving Day, Day after Thanksgiving, Christmas Day and the day before, New Year's Eve, New Year's Day (when Christmas and New Year's fall on Saturday or Sunday, the corresponding Friday or Monday will be the paid holiday), and Independence Day.

- B. When a paid holiday falls within an employee's vacation period, he/she will be paid for that holiday but shall not have that paid holiday counted as a PTO day.
- C. School Closings - When school is declared closed due to inclement weather, heating problems, road conditions or other problems that may arise, custodial/maintenance employees will work unless notified otherwise by the employer. Employees must notify the employer if they can not arrive at work at their normal time and give an estimated arrival time. The estimated arrival time will be within two (2) hours of the employees' normal starting time. Once they arrive, employees will be expected to work the same number of hours as regularly scheduled unless excused by the Executive Director of Operations or designee.

An employee calling to report they will be late or unable to report to work must speak directly with dispatch, the supervisor or the Executive Director of Operations or designee.

Any employee who is unable to report for work shall not be paid for the hours not worked, with the following exceptions:

1. An employee who is unable to report to work under this provision shall use PTO, to cover the day of absence.
2. If the employer notifies employees that they are not expected to report for work on days when school is canceled, leave days will not be deducted when employees do not work and all employees will receive their regular pay on such days.
3. Paid leave days that are scheduled in advance of the notice of school closing shall be honored.

ARTICLE 10 - PROBATIONARY EMPLOYEES

- A. Employees hired into the bargaining unit shall be considered probationary for the first eighty (80) working days of their employment.
- B. There shall be no seniority among probationary employees.
- C. After the employee has completed the probationary period for his/her classification, he/she shall be entered on the seniority list of the unit and shall rank for seniority from his/her original date of hire.
- D. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 - Recognition of this Agreement, except for discipline or discharge. There shall be no recourse through the grievance procedure for discharge or discipline of an employee who has not acquired seniority status unless such action is taken against said employee because of union activity.
- E. All benefits not specifically excluded by this Agreement shall begin with the first day

of the first full month following employment.

ARTICLE 11 - NO STRIKE CLAUSE

- A. The Union and Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE 12 - PROTECTION OF EMPLOYEES

- A. Legal and Physical - Liability insurance carried by the Board shall protect all employees against civil suits brought against them growing out of the exercise of their regular duties.
- B. All cases of accidents, injury or assault involving employees or students growing out of the exercise of employee duties or school activities shall be reported to the principal or supervisor promptly. At the request of the employee the Employer will provide, at no cost to the employee, reasonable access to legal counsel to advise the employee with respect to any such assault on the employee.

ARTICLE 13 – PAID TIME OFF

- A. PTO time for custodians and maintenance employees shall accumulate as follows.
1. New Employees:
 - a. Any new employee, upon the successful completion of the 80 work-day probationary period will then qualify for .5 days of PTO time per month of service until the last day the district's fiscal year
(Maximum able to earn would be four (4) days.)
 2. Starting their second year of employment & first day of new fiscal year: five (5) days.
 3. Starting their tenth year of employment ten (10) days.
 4. Starting their twentieth year of employment (15) days.

All PTO time, which was earned the previous year, shall be granted on July 1st (except new employees).

Employees' PTO time off is subject to their request and scheduling by the Executive Director or his designee. With approval of the Executive Director of Operations or their designee, employees will be allowed to use PTO days. The Head Custodians will schedule their PTO time off with their building administrator, subject to the final approval of the Executive Director of Operations or designee. No more than ten (10) days may be used consecutively. **Approval of PTO leave during the first week prior to opening of school, and the last week of students attending school, will not be granted.*

1. PTO requests shall be in writing and will be responded to promptly.
- B. PTO requests of more than five (5) consecutive days must be submitted in writing not less than thirty (30) days prior to the commencement date. Normally vacation requests for less than five (5) days will be submitted forty-eight (48) hours in advance; provided, however, the forty-eight (48) hour requirement is waived in certain circumstances; such as, the employee's personal emergency, if scheduling permits, the employee is in danger of losing accumulated vacation time, etc.
- C. Upon retirement, resignation, or permanent layoff, PTO time accumulated will be paid to employees based upon the time the employee has worked.
- D. A maximum of twenty-five (25) PTO days (equivalent to 200 hours) may be carried over to the following year.

ARTICLE 14 - LEAVES

- A. Employees that accumulated 'sick' leave prior to July 1, 2012 shall keep their bank of sick days or they may use them when they determine the need. The board reserves the right to request a doctor's note, at no cost to the employer, when more than three sick days are used consecutively.
- B. Upon retirement or resignation from employment, an employee with a minimum of twelve (12) years of service shall be paid for all unused sick leave based on one-half (1/2) his/her current rate. In cases of death full payment shall be made to the employee's beneficiaries or to the employee's estate if there are no beneficiaries. In no event shall such payments exceed the following percentages of an employee's average annual income from Grand Ledge Public Schools in the past three (3) years:

20 years or more	23%
16 years to 19 years	18%
12 years to 15 years	13%

- C. Funeral Leave - Paid funeral leave up to three (3) days shall be granted for a death in the immediate family. This leave will not be deducted from the employee's PTO bank. Immediate family is defined as spouse, children (including stepchildren), parents, brothers, sisters, grandparents, and parent-in-laws.
- D. At the expiration of accumulated days, an employee may request voluntary health leave without pay, subject to the following Section.
- E. Other Leaves
 - 1. Employees may, at the discretion of the Board of Education, be granted voluntary leave, without pay, during any school year for a period of up to one (1) year. All such requests must be submitted in writing and the full conditions of the agreement must be in writing, including the assignment of the employee upon return, and effect, if any, of the leave on the salary schedule. Such requests must be submitted at least fifteen (15) days prior to the starting date of the leave. The seniority of a bargaining unit member shall be frozen for the duration of any such leave. Whenever a voluntary leave is granted, written notice shall be prepared and submitted to the President of the Grand Ledge Unit II, MEA/NEA for initialing and then shall be faxed to the MEA/NEA Uniserv Director at any such fax number as is provided to the employer. The purpose of this notice is to provide the necessary information for preparing and updating the seniority list.
 - 2. Military leave will be granted to any regular employee who may enlist or be conscripted into the military forces of the United States for service or training. Upon return from such leave the employee shall be returned to a comparable position with full credit on the salary schedule for time in military service.
 - 3. An employee absent from the job to attend an approved meeting shall receive regular pay with no time charged against PTO leave.
 - 4. When approved in advance by the Executive Director of Operations or designee, conference costs and travel expenses at the current IRS rate will be reimbursed by the Board. Membership charges shall be the responsibility of the employee unless approved in advance by the Executive Director of Operations or designee.
 - 5. Medical or Disability Leave
 - a. A medical or disability leave of up to one (1) year shall automatically be granted upon presentation of a doctor's statement.
 - 1. The Board reserves the right to require a second (2nd) opinion by a Board appointed physician at Board expense before

granting a medical leave. The second (2nd) opinion will be from a Board paid physician in the same medical specialty as the employee's doctor. (However, if the insurance carrier required a second opinion, the Board shall adopt it as its own.)

2. If those two (2) physicians disagree, the parties will choose a third (3rd) physician whose opinion shall be conclusive. The third (3rd) physician shall be paid for by the Board unless the employee's insurance covers his/her fee.
- b. The employee may request an extension at the end of the leave.
 - c. Upon return, the employee shall assume a position with equal hours.
 - d. For such leaves that last longer than one (1) year, the employee shall return to a vacancy in his/her former classification. Should no vacancy be available, the employee shall be permitted to displace the least senior employee in his/her former classification working the same or less number of hours.

ARTICLE 15 - GENERAL WORKING CONDITIONS

- A. Employees shall report all conditions they believe to be recognized as hazardous to their health and safety. Further, nothing herein precludes employees from making inquiries or reports to the proper authorities. The Employer agrees to investigate such reported hazards.
- B. While equipment and tools may vary, the Employer shall normally make available equipment and tools that are essential to completing assigned work.
- C. The Employer shall provide without cost to the employees the following:
 1. Uniforms for maintenance (includes grounds) workers.
 2. Uniforms for custodial workers as may be required by the Employer.
 3. Medical test and/or check-ups as required and for which the employee has no health insurance.
 4. One (1) set of thermal coveralls for maintenance staff each contract year.

ARTICLE 16 - WORK SCHEDULE

- A. All employees shall be guaranteed a minimum of a thirty (30) minute duty-free lunch period. All employees will be entitled to a minimum of two (2) fifteen (15) minute relief times to be mutually scheduled, except that an employee working less than the normal workday may receive one (1) fifteen (15) minute relief time. Employees

working overtime will be entitled to an additional fifteen (15) minute relief time for every four (4) hours worked. It is understood that an individual employee and his/her supervisor may mutually agree to vary lunch and relief times to meet individual needs.

ARTICLE 17 - JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular salary. A substitute employee will be provided by the employer, for the p.m. shift employee involved in jury duty, if determined necessary by the Executive Director or his designee. Time covered by the substitute will be commensurate with employee jury duty time and reasonable travel time. The time on Jury Duty will not be deducted from the employee's PTO time.

ARTICLE 18 - NEGOTIATION PROCEDURES

- A. This Agreement may be extended only by mutual, written consent of both parties.
- B. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and other conditions of employment at least six months, prior to expiration of contract.
- C. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

APPENDIX A

The basic purpose of the operations and maintenance activities of the school district shall be to provide physical conditions most conducive to carrying out the educational program of the school.

I. DUTIES

All employee duties shall be determined by their supervisor.

II. RESIGNATION

Notice of resignation shall be made in writing to the Board or the employee's supervisor two (2) weeks prior to date of resignation.

III. SALARY SCALE – PAY TABLE

Custodian	
Step	Wage
1	10.00
2	10.50
3	11.00
4	11.50

Head Custodians and Grounds Maintenance	
Step	Wage
1	14.00
2	15.00
3	16.00
4	17.00

General Maintenance	
Step	Wage
1	17.00
2	18.00
3	19.00
4	20.00

IV. Z-SCALE

- This scale was designed to 'grandfather' current 2012 employees near their hourly wage.

ARTICLE 19 - DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2012 after ratification by both parties and shall continue in effect until the 30th of June 2014. The wages settled in this agreement will be frozen the entire length of this contract. (No steps will be paid for the second year of this contract).

FOR THE UNION

FOR THE BOARD OF EDUCATION

Dated this ____ day of _____, 2012.

Time Card Rules MEA/NEA Unit II (Custodial/Maintenance)

It is hereby agreed by the Grand Ledge Board of Education and MEA/NEA Unit II (Custodial/Maintenance), that bargaining unit members shall use time clocks provided by the Board to report their work hours until which time these rules are replaced by new rules when electronic payroll cards or devices are implemented. Established Time Card Use Procedures are as follows:

1. Each employee shall use the time clock to punch in each time he/she begins a new day of work and to punch out when his/her workday is over.
 - a. Employees are expected to punch in and out within five (5) minutes of normal starting and ending times for normal work schedule.
 - b. If for some reason an employee does not punch in or punch out as required, he/she should immediately bring it to the attention of the Executive Director of Operations or his designee(s).
 - c. Except for an Extreme Emergency, all overtime must be approved in advance by the Executive Director of Operations or in his absence, his designee(s). Any overtime not authorized in advance, because staff were unable to reach the above Management, must be reported to the Executive Director or designee(s) immediately following the overtime situation by office phone recorder, (517) 925-5300 or (517) 925-5430.
2. Except for break periods and lunchtime, an employee is to punch out if he/she is taking time off during a scheduled work period. He/she shall then punch back in if work is resumed later that day.
 - a. If an employee leaves the building for lunch, he/she shall punch out and punch in upon returning from lunch.
 - b. Leave time not punched on the time card shall be accurately identified and noted on the card by the employee.
3. Each employee's time card shall be kept in the cardholder by the time clock until the end of the reporting period it covers.
 - a. Each employee shall sign or initial his/her own time card on the last day recorded for the corresponding payroll schedule. Dates missing a time record shall be identified by the employee as: "Sick Time", "Vacation", "Personal", "Floating H" or "Funeral" as identified by the contract. Special leaves or Worker Compensation time will be authorized and noted on the

time cards by the Operations Department Administrative Assistant, during payroll processing.

- b. After the card is signed or initialed, the employee shall deposit it in the security box. Employees scheduled for planned leaves prior to the collection day should deposit their completed time cards prior to their leave or absence. Only in an emergency absence, will the Executive Director or his designee(s) deposit time cards into the security card box.
 - c. New time cards will be provided in each facility by the cardholder prior to the start of the new reporting time period. Employees are responsible to select their new time card, place it in the cardholder and utilize it for reporting work time during the next reporting period.
 - d. Time cards will be collected from the security box each Sunday prior to payday. All employees shall start a new time card on the Saturday prior to pick up. The Time Card cardholder will be checked, when cards are picked up, for any non-deposited time cards due to emergency absences. Notice will be provided the Executive Director of Operations or designee(s) the Monday morning following the time card pick up.
 - e. The pay period for the Custodial/Maintenance Bargaining Unit is fourteen (14) days, from Saturday through Friday. Paychecks for any given pay period are issued the first Friday following the Friday on which the pay period ends.
4. Each employee is authorized to handle only his/her own time card.
- a. It is unacceptable for any employee to punch in or out for another employee under any circumstances.
 - b. It is unacceptable for any employee to sign or initial the time card of another employee.
5. All overtime must be approved in advance by the Executive Director of Operations or his designee(s).
- a. Employees shall initial their time card with "OT" immediately upon punching out at the end of their work period. Each employee is to designate on his/her time card the purpose for the "OT".
 - b. The Operations Department "OT" log will be the official document authorizing and recording overtime.

6. An employee with a problem or concern regarding a time clock, time card, or clock record system, should bring the matter to the attention of the Executive Director of Operations or his designee(s) immediately.
7. Time clocks shall be maintained and set to reflect the actual time of the day.
 - a. No one shall change a time clock setting without the authorization of the Executive Director of Operations or designee(s).
 - b. Each employee shall be responsible to visually check his/her time card to verify that the correct time has been punched.
 - c. Any employee who finds the time clock has punched an incorrect time on his/her time card shall immediately notify the Executive Director of Operations or his designee(s) of the problem and should write in the correct time on the time card.
8. Intentional violation(s) of these procedures may subject an employee to disciplinary action. An employee who inadvertently violates a procedure should call it to the attention of the Executive Director of Operations or his designee(s) immediately.
 - a. Disciplinary action shall be in accordance with the Master Agreement and Board Policy.
 - b. No disciplinary action shall be taken against an employee for an inadvertent violation, which is immediately called to the attention of the Executive Director of Operations or designee(s), unless a pattern of violations is reflected in the employee's compliance with these rules.