

**NORTHVIEW PUBLIC SCHOOLS
EMPLOYMENT REGULATIONS**

**CUSTODIAL PERSONNEL
AGREEMENT**

July 1, 2010 – June 30, 2013

**Custodial Personnel
Employment Regulations
(July 1, 2010 – June 30, 2013)**

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EMPLOYMENT REGULATIONS

CUSTODIAL PERSONNEL

The employee benefits and job conditions which are described in this employment contract are set by the Board of Education to compensate covered employees for the skill, effort, and experience that they apply to their job. These benefits and regulations represent the combined thinking of the Board, the Administrative Staff, and the Northview Custodial Employee Representatives, all of who have expressed themselves on this matter. Any questions which arise can be handled promptly and fairly, provided they are made known to your Supervisor or through the complaint procedure provided herein.

All concerned are always willing to discuss and give consideration to questions and any suggestions that employees might have.

The benefits levels and stated conditions of employment established by this document will remain in effect until June 30, 2013. A procedure for future amendments is provided.

Article I. EMPLOYEE COVERAGE

Employees covered by this contract shall include all custodial employees of Northview Public Schools, including all head custodians, day and night custodians employed by the school system in the classifications covered by this Agreement, and excluding substitutes, the Director of Facilities, and all other employees.

Article II. EMPLOYEE RIGHTS

Section 1. Recognition

The Board of Education recognizes that employees covered by this contract have formed the Northview Custodial Employee Association for the purposes of improving communications between employees and representatives of the Board of Education. The Board agrees that the Association and its members shall have the right to use available school building facilities at reasonable times and hours for their meetings provided arrangements have been made in advance with the Administration. This right is extended to available equipment, but not to supplies of the school system as long as such use does not interfere with the activities of the Administration. Association meetings during working hours will be limited to four(4) hours per calendar year. Additional meetings may be held at the discretion of the Superintendent or designee.

Section 2. Recognition of Representatives

For the purpose of reviewing employee suggestions and complaints under the procedure provided in Article XIV hereof and for reviewing the various provisions of this contract prior to making amendments as hereinafter provided, the Northview Public Schools Board of Education recognizes representatives of the covered employee group. Such employee representatives will be designated exclusively by covered employees without intervention by the Board of Education or its representatives. These representatives shall be three (3) in number, all of whom shall be employees from within the group covered hereby.

The Association shall notify the Superintendent or designee, in writing, as to who has been selected to represent them and also promptly report any changes.

Article III. BOARD RIGHTS

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by the Agreement, all the rights, powers and authority the Board had prior to this Agreement are retained by the Board.

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by way of limitations, the right to:

Section 1. Management

Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.

Section 2. Right to Assignment

Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

Section 3. Right to Hire, Promote, Suspend and Discharge Employees

The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees both voluntarily and involuntarily, assign and reassign employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.

Section 4. Determine the Services, Supplies and Equipment

Determine the services, supplies and equipment necessary to continue its operation and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.

Section 5. Rules and Regulations

Adopt reasonable rules and regulations.

Section 6. Hiring Conditions

To hire all employees, to determine their qualifications, and conditions of continued employment, or their dismissal or demotion; and promote and transfer all such employees.

Section 7. Facility Locations and Relocations

Determine the number and location or relocation of its facilities, including the establishment of relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

Section 8. Distribution of Work and Supplies

Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

Section 9. Financial Policies

Determine the placement of operations, production services, maintenance or distribution of work, and the source of materials and supplies.

Section 10. Management Organization

Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in the Agreement.

Section 11. Policy for Selection, Testing and Training Employees

Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria.

Section 12. Establish Provisions

The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of the Agreement.

Section 13. Subcontract Work

Subcontract bargaining unit work or to transfer work performed by bargaining unit employees outside of the unit.

Article IV. TRANSFERS, ASSIGNMENT, SENIORITY

Section 1. Seniority Defined

Seniority shall be defined as length of continuous service in the employ of the School Board commencing with the date of last hire. During the probation period, as described below, employees will have no seniority status. At the end of the probationary period each employee will be entered on the seniority list as of the date of last hire. Probationary employees may be terminated with or without cause (this does not apply to an employee transferred to a new position who has already completed an initial probation period). When a probationary employee has been terminated without cause, he/she shall be given five (5) days notice and have been under qualified training and close supervision. New employees shall be informed of the possibility of not keeping the position in which they were originally placed due to the potential of other probationary employees being relocated.

Section 2. Probationary Period

- a. Vacancy:** A new employee hired to fill a vacancy other than that of a temporary nature should be deemed to be in a probationary status. The probationary period shall be sixty (60) workdays taken from and including the first day of employment, but may be extended for an additional sixty (60) workdays upon the recommendation of an administrator. If an extension is recommended, the employee is to be informed of the reason for extension in writing. Employment during the probationary period shall be on a day-to-day basis with no paid holidays, or sick leave, should they fall during the probationary period.
- b. Uniforms:** Uniforms will not be provided until the end of the probationary period.
- c. Sick Leave and Holiday Pay:** After an employee has completed the probationary period of employment and has proved satisfactory, he/she will then receive retroactive payment for any sick leave as provided in Article X, and holidays as provided in Article XII.

Section 3. Transfer, Assignment and Promotion

a. Vacancy Postings: The Board agrees to post all permanent vacancies in positions covered by this Agreement for a period of five (5) working days. Any interested employee may apply, in writing, to the Superintendent or designee. Such vacancy shall be filled based on skill, ability, and prior job performance. If in the opinion of the Administration, skill, ability and prior job performances are equal, seniority shall govern. The employees who meet all other criteria and are rated in the satisfactory range on the most recent evaluation will be given first consideration.

b. Probationary Period for Transfers – Equal or Lower Classification: Each employee, who is transferred or assigned to a new position of equal or lower class, shall be on probation for thirty (30) workdays. If the employee is unsatisfactory, he/she will be returned to the previous job status.

c. Probationary Period for Transfer – Higher Classifications: Each employee who is moved into a higher classification shall be on probation, not to exceed eighty (80) workdays in the position. If the employee is unsatisfactory or not qualified, he/she will be returned to the previous job status providing a vacancy exists or to a position which he/she is capable of performing.

d. Posted Positions: Posted positions will normally be filled within thirty (30) days. The Association will be informed if the position will not be filled within thirty (30) days after the close of the posting period. Employees who have applied for a posted vacancy shall be informed in writing of the reasons(s) for not being selected. A copy of the notification will be placed in the employee's file.

e. Employee Request for Transfer: Employees may submit a request to the Superintendent or designee for a transfer within their classification. The request for transfer should state the reason(s) for the transfer. If the request is not granted the employee will be given a written statement indicating the reason(s) for not implementing the transfer.

Section 4. Layoff and Recall Procedure

a. Probationary Employees: If a layoff occurs for any reason, and newly hired probationary employees are employed in the classification affected, they shall be the first to be laid off.

b. Non-Probationary Employees: Should a further staff reduction be necessary, layoff shall be determined by the following criteria as determined by the Board.

1. Skill and ability
2. Experience and qualification
3. Prior job performance
4. Seniority
5. Evaluations

If a more senior employee is laid off, the employee and Association will be notified of the reason for retaining a less senior employee.

c. Notice of Layoff: A notice of layoff will occur not less than 30-days prior to effective date.

d. Recall Procedure: Recall shall be in inverse order based on the same criteria used for layoff as determined by the Board.

e. Maintenance of Recall List: Any employee that is laid off shall be maintained on a recall list for a period not to exceed 36 months.

Section 5. Loss of Seniority

Seniority shall be lost and the employment relationship of a covered employee shall end under the following conditions:

- a. quit or discharge for a just cause;
- b. absence from work for three (3) consecutive working days without notification;
- c. failure to return to work within five (5) days of receiving a recall notice following a layoff;
- d. failure to return to work at the expiration of a leave of absence;
- e. falsification in connection with obtaining a leave of absence;
- f. retirement;

Any employee who transfers to a position outside the group covered by this contract shall have their seniority frozen within this group and seniority will not accumulate further until said employee returns to this group. Seniority will be lost if any of the above conditions in this section occur.

Section 6. Newly Created Position

In all newly created positions all basic requirements will be listed pertaining to:

- Mechanics
- Physical Condition
- Experience
- Wages
- Ability
- Hours

The Association shall be advised of these positions.

Article V. CONDITIONS OF EMPLOYMENT

Section 1. Health

Each new employee shall have on file a health certificate indicating the individual's physical fitness for his/her duties from a licensed doctor of medicine approved by the Board prior to beginning employment. Employment in any position shall be contingent upon filing this certificate with the Superintendent or designee. The Board will pay for the authorized physical exam.

Section 2. Advancement on the Salary Schedule

Twelve (12) months of continuous service is required to qualify for movement to the next step on the salary schedule.

July 1 becomes the effective date for pay increases after the first anniversary date.

Section 3. Employee Classification

Full Time - Employees working six (6) hours or more per day for forty-eight (48) weeks or more per year.

School Year - Employees working six (6) hours or more per day and at least a school year or more, but less than forty-eight (48) weeks.

Regular Part-Time - Employees working on a regular basis for at least a school year or more but less than six (6) hours per day.

Part-Time - Any employee excluded from the above categories and students.

If a part-time or school year employee moves to full-time, time worked to qualify for benefits, sick days, seniority, vacation time, and longevity will be converted to a full-time equated amount based on 2080 hours annually.

If a new employee is hired as a temporary or a substitute, all Association officers and Head Custodians of affected buildings will be notified of status of these employees in regard to their classification until such time as their employment is terminated or they become permanent employees.

Section 4. Temporary Summer Help

- a. Summer Help:** If the Administration determines that additional help is needed for summer cleaning, school-year employees will be offered the opportunity to work prior to hiring new employees. This does not preclude the use of subsidized employees, students, or temporary staff.
- b. Temporary Help:** Temporary help hired will not be subject to the terms or conditions of this Agreement.
- c. Temporary Supervisor:** If an employee working in a classification other than a “head” position is designated to serve as a supervisor for two or more other employees, including part-time or student employees, he/she will receive a supervisory increment of 20 cents per hour for the designated time period.

Section 5. Professional Development

- a. County Level:** Employees are encouraged to attend professional development seminars that are sponsored at the county level each year. If deemed necessary by their supervisor, employees may be required to attend specific seminar topics.
- b. Workshops and Seminars:** Workshops/seminars may be scheduled periodically on teacher in-service days. Specific dates and topics will be selected as needed and as finances permit. The Custodial Employee Representatives will be consulted regarding topics of interest.

Article VI. EVALUATION

All employees shall receive a formal evaluation each year by the appropriate supervisor. Evaluations are to be completed on or before April 30. The employee shall receive a copy of the written evaluation. A copy signed by the employee and supervisor shall be received by the Superintendent or designee on or before May 3.

In the event that the employee feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.

Evaluations are made with the objective of assisting the employee in improving his/her working techniques and skills, relationship with other employees, job knowledge, relationship with students and the community, and/or other responsibilities that may be associated with his/her position with the school district.

Committee of employees and representatives the Administration shall develop evaluation forms and the procedure. Proposed changes to the form or procedures shall first be submitted to the committee for review and input and mutual agreement. If the committee cannot reach mutual agreement the Superintendent or designee may elect to implement the proposed changes.

Article VII. RETIREMENT/RESIGNATION

Section 1. Board May Require Resignation

The Board of Education may require resignation of any employee whose physical or mental health, as determined by a qualified physician, makes it impossible to meet the normal obligations of the employee's regular assignments. The expense of this medical examination shall be assumed by the Board of Education.

Section 2. Retirement Benefits

After ten (10) years of continuous employment a full-time employee who reaches the age of retirement to immediately qualify for benefits under the Michigan Public School Retirement System and severs his/her employment with the Northview Public Schools, shall be paid for each day of accumulated unused sick leave, to a maximum of 120 days, at the rate of \$35.00 per day.

School year employees meeting the above criteria will receive seventy-five percent of the above rate.

1% payment to an annuity 403(b) upon retirement/severance.

Article VIII. UNIFORMS

Section 1. Uniforms Provided

In an effort to maintain a neat standard of appearance, the school district will provide each full-time employee with up to five (5) complete sets of uniforms each school year.

Employees are expected to wear an original neat and clean, district-provided uniform to work.

Section 2. Optional – Work Shoes and Cold Weather Gear

An employee may apply the cost of one (1) set of uniforms toward the purchase of approved work shoes and/or may apply the cost of one (1) set of uniforms toward the purchase of approved cold weather wear. Payment will be made upon presentation of a paid receipt for the shoes or clothes.

Section 3. Use of Uniforms

Uniforms, shoes, and cold weather wear are provided for use during employment at Northview Schools and are not intended for personal use.

Section 4. Qualification Requirements for Uniforms

A new employee will qualify for said uniforms upon completion of the probationary period. Employees that qualify for uniforms after March 1st will receive them after July 1st.

Article IX. HOURS OF WORK

Section 1. Work Week

Each employee will work a total of forty (40) hours per week unless otherwise specified by Superintendent or designee and/or Director of Facilities. Daily and weekly work schedules are maintained as uniformly as possible; however, work hours cannot be guaranteed. The normal workday shall be eight (8) consecutive hours plus a non-paid lunch period for full-time employees.

Section 2. Emergency Work

- a. Pay Rate – Emergency Work:** Whenever an employee is called in for emergency work, he/she shall receive the rate applicable, or two (2) hours at his/her regular rate whichever is higher. This provision shall not apply to regularly scheduled maintenance work.

b. Pay Rate – Open and Close of Building: Employees who open and close a building (s) on Saturday will receive the following minimum number of hours pay, provided however, the employee may be required to work any minimum period below.

- Two (2) hours If eight (8) hours or less between open and close.
- Three (3) hours If more than eight (8) hours between open and close.

Employees working on Sunday will receive a minimum of three (3) hours pay.

Section 3. Premium Pay

Employees will be paid one and one half their regular rate of pay for hours worked on a holiday plus their eligible holiday pay. Double time will be paid for all hours worked in excess of forty (40) hours per week for Sunday work. The exception to this section is one custodial position whose forty (40) hours regularly scheduled week includes Saturday and Sunday.

Section 4. Rotation of Overtime Hours

When overtime is required and authorized, custodial employees of the building will be given first opportunity for overtime on a rotating basis. The rotation shall be by seniority as follows: full-time, school-year and part-time. If building employees are not available, other employees in the custodial group shall be offered the overtime.

Section 5. Employee Breaks

Each employee shall be entitled to a fifteen (15) minute break during each four (4) hour work period.

Section 6. Inclement Weather/"Act of God" days:

Custodians will receive 3 act of God days per year and will be not required to report Any act of God days in excess of 3, the employees are expected to work. If the employee elects not to report to work, it will be unpaid unless accumulated time is used, other than sick leave. (Personal Days, Floating Holiday or Vacation.)

Section 7. Pay Rate – Temporary Work – Higher Classification

If an employee is assigned to work in a higher classification for more than five (5) consecutive workdays, he/she will be paid the rate for that classification retroactive to the first day in the new classification.

Section 8. Compensatory Time

Compensatory time may be accumulated in lieu of overtime payment. Compensatory time must first be offered by the employee's supervisor and agreed to by the employee before the time is to be worked. The following restrictions shall apply:

- a. Time accumulation must be in increments of six (6) minutes with a maximum of forty (40) hours.
- b. Usage of compensatory time is subject to advance approval.
- c. Compensatory time used must be recorded on employee's time record.

Article IX may be opened in subsequent years for discussion if necessary.

Article X. LEAVES OF ABSENCE

Section 1. Leave Without Pay

Leaves of absence without pay may be granted by the Board for good cause for a period of up to thirty (30) days, during which the employee shall continue to accumulate seniority.

Section 2. Leave of Absence

The Board may grant leaves for sickness or injury of an employee upon receipt of written notice for periods of up to one (1) year, subject to renewal by the Board. It is the obligation of the employee to keep the Board advised of their condition. Written notice for the resumption of duties should be made at least thirty (30) days prior to the expected date of return. Seniority shall accumulate during such leaves.

Employees requesting such leaves or continuation of some within the reasonable limits may be required to present a supporting certificate of a physician. An employee returning from such leave may be required to pass a physical examination given by a doctor approved by the Board and paid for by the Board.

Section 3. Illness

- a. Full-Time Employee:** A full-time employee will earn sick leave at the rate of one (1) day per full month worked.
- b. School-Year Employee:** A school-year employee will earn sick leave at the rate of one (1) day per full month worked for a total of ten (10) days in any given year.
- c. Regular Part-Time Employee:** A regular part-time employee working four (4) or more hours per day will earn a prorated sick leave based on actual time worked.
- d. Sick Leave Accumulation:** Employees shall be allowed to accumulate unused sick leave to a maximum of 120 days.
- e. Sick Leave Credit:** Employees shall be credited with the respective number of days to be earned at the commencement of each year of employment.
- f. Employee Health:** Each employee shall possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties.
- g. Employee Sick Leave – Call-In Procedure:** An employee who desires to use a sick leave day must notify the Director of Facilities as soon as possible.
- h. Use of Sick Leave for Family Members:** Absence for the purpose of caring for an ill or injured member of the employee's immediate family will be deducted from the employee's accumulated sick leave.
- i. Sick Leave Adjustment:** If an employee is unable to complete the year of employment and who has previously used more of the sick days than earned, the additional days shall be deducted from the employee's last paycheck.
- j. Medical Verification:** Payment for earned and accumulated days will be subject to medical verification upon request of the Director of Facilities.

Section 4. Personal Business

Three (3) days absence for personal business reasons may be granted during the year without loss of salary after the probationary period has been fulfilled. Superintendent or designee must approve all personal business days. Unused personal business days will be credited to the employee's sick leave bank at the end of the school year.

Such requests shall be made at least five (5) working days in advance, except in the case of an emergency. These days may not be used immediately before or following a holiday or vacation, or the first or last day of the school year, except by express approval of Superintendent or designee.

Section 5. Bereavement Leave

Absence without loss of salary for up to seven (7) days per year shall be allowed. The first seven (7) days will not be charged to accumulated sick leave. Any days absent in excess of seven days will be charged to the accumulated sick leave. If sick leave is not available any approved days off will be without pay. Any additional time needed will be at the approval of the Superintendent or designee.

Section 6. Jury Duty

The Board will pay the difference between regular compensation loss and jury duty pay received from the court by any employee required to serve as a juror during regularly assigned work time.

Section 7. Other Leaves

Any absence for reasons other than the above listed must be discussed in advance with Superintendent or designee. Cases not specifically defined in these policies will be handled on an individual basis.

Section 8. Misuse of Leave with Pay

All leaves are considered as time off for the reasons stated and necessary for the protection of the employee. Any employee who willfully violates or misuses this policy or who misrepresents any statement or conditions under this policy shall forfeit all pay for this stated period and any further rights under this policy unless reinstated in good standing by Superintendent or designee. The offense may constitute grounds for dismissal.

Article XI. WORKERS' COMPENSATION

Section 1. Reporting of a Job Injury

An employee injured on the job shall report such injury at once to the business office or said employee's immediate supervisor. All reports must be filed at the business office as soon as possible after the incident has occurred.

Section 2. Medical Benefits

An employee who qualifies for Workers' Compensation will be afforded medical care premium payments as specified in Article XVI – INSURANCE, through the end of the fiscal year in which the injury occurs, and for twelve (12) months thereafter.

Article XII. HOLIDAYS

Section 1. Requirement for Receipt of Holiday Pay

The following conditions shall be met in order to obtain holiday with pay: The employee has worked scheduled hours the entire day on the last day scheduled for his/her classification prior to the holiday and the first day for his/her classification after the holiday, unless such absence was excused by the administration due to accident, sickness, or similar cause, or unless the holiday fell during the employee's scheduled vacation period.

Section 2. Full-Time Custodial Employees

Each full-time employee will be entitled to holiday pay for each of the following holidays. Regular part-time employees working four (4) or more hours per day on a year round basis will be entitled to one (1) day’s pay based on their regular rate and schedule for each of the following holidays:

July 4 th	New Year’s Eve Day
Labor Day	New Year’s Day
Thanksgiving Day	Friday of Spring Break Week
Day after Thanksgiving	Memorial Day
Christmas Eve	Floating Holiday
Christmas Day	

Section 3. School-Year Custodial Employees

Each school year employee shall be entitled to one (1) day’s pay based on their regular rate and schedule for each of the following holidays:

Labor Day	Christmas Day
Thanksgiving Day	New Year’s Day
Day after Thanksgiving	Memorial Day

Article XIII. VACATION

Section 1. Full-Time Custodial Employees – Vacation Days Earned

Regular full-time employees are entitled to paid vacation each year based upon a continuous length of service and employment during July 1st to June 30th. The schedule of vacation benefits is as follows:

<u>Years of Employment as of July 1</u>		<u>Vacation Days</u>
• One (1) to six (6) years	...	10 Days
• Seven (7) to thirteen (13) years	...	15 Days
• Fourteen (14) or more	...	20 Days

Employees who have not completed a full year of employment as of July 1 and who are still in the employment of the school district on July 1 are entitled to a pro-rated portion of a first year vacation benefit based upon the percentage of the year employed.

Section 2. Vacation Pay

Vacation pay shall consist of a continuation of the prescribed salary for the period of the vacation.

Section 3. Scheduling of Vacation Days

Arrangements for vacation must be made with and approved by the Director of Facilities. Employees may request their vacation for any time period during the year;

Section 4. Rollover of Vacation Days

Vacation hours in excess of one hundred-sixty (160) will not be allowed to roll-over to the next fiscal/contract year, with a twenty (20) hour grace period for the month of July. The employee will also notify the Director of Facilities of his/her intent to use this excess time or it will be lost.

Section 5. School-Year and Regular Part-Time Employees – Vacation Days Earned

School-year employees and regular part-time employees working four (4) or more hours per day, will earn ten (10) days pay based on their regular rate and schedule. A pro-rata benefit will be paid for less than a full year of service for new employees.

Article XIV. GRIEVANCE PROCEDURE

Section A. Definition

A grievance shall be defined as an alleged violation or misapplication of any specific provision of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance procedure. Any individual may present a grievance to the Board or its representatives, as long as any adjustment is not inconsistent with the terms of this Agreement.

Section B.

Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Custodial Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Custodial Association has been given opportunity to be present at such adjustment and the Custodial Association has been given the opportunity to review the agreement.

Section C.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. Adverse evaluation shall not be subject to the grievance procedure.
2. The termination of services or failure to re-employ any probationary employee.
3. Any claim or complaint for which there is another remedial procedure or form established by law.
4. Any claim or complaint regarding the retirement plan or any insurance plans or the amount of payment by the insurance companies.

Section D. Procedure

1. Time Limits – Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. If the time limits of Step One (1) are violated no grievance can be processed. In the event the written answer is not submitted in the time specified, the aggrieved may proceed to the next step. The time limits specified may, however, be extended by mutual agreement, in writing, between the Custodial Association President and the Superintendent or designee.
 - a. For the purpose of the time limits in the grievance procedure, holidays observed under this agreement, Saturdays, Sundays, Winter and Spring Breaks and unscheduled school closings shall not be counted.
 - b. All other days that are normal school year work days will be counted in the time limits. It is understood that the time limits are maximums and can be extended with the written mutual consent of both parties.
2. Grievance Forms – A supply of the grievance forms shall be on file with the Custodial Association and the Director of District and Community Services and the Central Office. Only the approved grievance form will be used.
3. Steps –

Step One – An employee shall within fifteen (15) working days of the discovery of the occurrence of the grievance orally discuss the matter with the Director of District and Community Services with the objective of resolving the matter informally. The employee shall inform the Director of District and Community Services that the particular discussion is the step-one discussion of the Grievance Procedure.

Step Two – If the aggrieved is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, s/he shall file the grievance in writing with the Director of District and Community Services within five (5) working days of the oral discussion of the grievance with the Director of District and Community Services.

Within five (5) working days of the filing of the written grievance, the Director of District and Community Services or his representative will meet with the aggrieved employee, or the aggrieved employee and her/his Custodial Association Representative if the employee requests the Custodial Association Representative to be present, in an effort to resolve the grievance. The Director of Transportation will have five (5) work days from the date of this meeting to respond in writing as to her/his disposition.

An Custodial Association grievance commencing at this step shall be filed within ten (10) work days of the alleged occurrence of such a grievance.

Step Three –

- a. If the aggrieved is not satisfied with the disposition of the grievance at Step Two, she/he shall within five (5) working days thereafter transmit the grievance to the Superintendent or designee indicating a desire to pursue the grievance to Step Three. At this step, the grievance must be signed by the aggrieved and the Custodial Association.
- b. Within ten (10) working days of receipt of such grievance, the Superintendent or designee may meet with the aggrieved and the Custodial Association Representative(s) to discuss the issues. A written answer shall be given to the aggrieved and the Custodial Association representative within ten (10) working days after receipt of such grievance if the Administration elects not to hold a conference to discuss the grievance, or within five (5) work days after the conference if a conference is held.

Step Four – If the decision of the Superintendent or designee is not satisfactory to the Custodial Association, the grievance may be submitted for arbitration by written notice from the Custodial Association within fifteen (15) workings days after receipt of the Superintendent or designee’s decision. If the grievance is submitted to Arbitration, the arbitrator shall be selected by the American Arbitration Custodial Association in accord with its rules which shall likewise govern the arbitration hearing. The Arbitrator shall have no power to alter, add or to subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator.

4. Limits of Arbitrator and Fees of Arbitration – The arbitrator’s authority is limited to deciding whether a specific provision of this Agreement has been violated. The decision of the arbitrator, if within his scope of authority, is final and binding. The Arbitrator’s fee and other arbitrator expenses will be divided equally between the parties. Each party must bear his own personal expenses in connection with the grievance.

The arbitrator shall have no power to rule on the termination of service of a probationary employee or the failure to reemploy any probationary employee, or any matter involving the content of an employee’s evaluation.

5. Grievance Form – Grievances will be filed only on the form specifically designed for such a purpose and referred to as “Grievance Report Forms – for Northview Public Schools.” (See Supplemental D) Copies of this form will be available from the Administration Office and Offices of the Custodial Association.

Article XV. BOARD REPRESENTATION

For the purpose of reviewing employee suggestions and complaints under the procedure provided in Article XIV of this Agreement and for reviewing the various provisions of this contract prior to making amendments as hereinafter provided, the Board agrees to appoint a committee of Board Member(s) and Administrator(s).

Article XVI. INSURANCE

Section 1. Health Insurance

- a. The Board will provide a comprehensive, semi-private, health insurance program for the employee and their dependents. This benefit will be provided for both full-time and school-year employees. The plan will have a \$5.00/\$10.00 prescription co-pay. The plan will also have a \$100/\$200 deductible.
- b. Such contribution shall begin, in the case of new employees, at the beginning of the insurance month immediately following the time they begin employment and notify the Board of their desire to have such insurance. No changes or additions can be made after October 1, except as change in family status occurs thereafter.
- c. Coverage will terminate at the end of the month in which the employee leaves the school district.
- d. The Board shall provide the above program until this contract terminates. Any changes in the insurance program during this contract will provide benefits equal to or greater than the current level.
- e. The Board agrees to provide the above mentioned insurance benefits within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policyholder.
- f. Employee payment will be \$38 per month (Pre-tax)

Section 2. Options (in Lieu of Health Benefits)

If an eligible employee does not elect health insurance coverage, employee may receive up to \$140.00 per month towards the purchase of approved options. The District's Section 125 Flexible Benefits Plan will be the vehicle for options selected.

Section 3. Dental Insurance

The Board will provide dental care insurance in Class I, Class II and Orthodontic Benefits, as provided below, for all full-time employees and their eligible dependents. School-year employees may select such coverage in lieu of the health insurance plan.

a. The category structure is as follows:

1. CLASS I BENEFITS: \$25 lifetime deductible per eligible family member. The amount payable will be 60%, increasing by 10% each subsequent calendar year (to 100%) provided the participant visited a dentist for examination and diagnosis at least once during the calendar year, and all Basic Services, which were recommended by the dentist as a result of the first of such visits, were completed during the calendar year.

Benefits to include basis dental services for major corrective and restorative procedures, i.e., examinations, radiographs, patient consultations, preventive treatment, fillings and free standing crowns, jackets, oral surgery (primarily extractions), denture repairs, diagnostic services, root canal therapy, etc.

2. CLASS II BENEFITS: \$50 annual deductible with a maximum of two deductibles per family. After deductible, 70% of the eligible expense incurred by the participant during the remainder of the calendar year will be paid. Benefits include prosthodontics services, i.e., bridges, inlays, crowns and bridge repair, dentures, and partial dentures.

Combined Basic and Major

Annual maximum per participant per year – \$1000

b. Orthodontic Benefits: Orthodontic Benefits are provided only for qualified dependent children less than nineteen (19) on the date the orthodontic procedure commences. A separate lifetime deductible of \$50 per individual applies to orthodontic treatment. After the deductible has been satisfied, the plan will pay 70% of the orthodontist's actual charges up to the plan maximum of \$1,500.

c. Dental Coverage Provisions: Benefits will be provided under the conditions provided above in Sections 1, items b, c, d, and e, of the Health Insurance Program.

Section 4. Vision Insurance

a. Full-Time and School-Year Employees: The Board will provide a vision insurance plan for all full-time and school-year employees, and their eligible dependents, who elect such coverage by completing and signing the appropriate application.

b. Vision Coverage Provisions: Benefits will be provided under the conditions provided above in Sections 1, items b, c, d, and e, of the Health Insurance Program.

Section 5. Life Insurance

a. Effective Date of Coverage: The Board of Education will provide for each full-time and school-year employee, a \$45,000 death benefit, plus \$45,000 accidental insurance.

b. Termination of Coverage: Coverage will terminate at the end of the insurance month following the employee's termination date. The Board will not be liable for claims beyond what its carrier(s) will provide.

c. Life Insurance Coverage Provisions: Benefits will be provided under the conditions provided above in Sections 1, items b, c, d, and e, of the Health Insurance Program.

Section 6. Salary Protection Plan

The Board of Education will make available to each full-time employee a Salary Protection (Long Term Disability) insurance program to enhance the present sick leave provisions with the following conditions:

a. There will be a limit of 66-2/3% (75% monthly pay limit) of income not to exceed \$3,000 per month prorated over a twelve (12) month period to age 65.

b. There will be a ninety (90) calendar day waiting period.

c. The Board of Education will consider any financial offset such as Workers' Compensation, Social Security, other insurance income, etc., to determine its obligation to the employee (freeze on offsets).

d. Alcoholism/Drug Addiction -- 2 year limit
Mental/Nervous -- 2 year limit

e. The coverage shall become effective at the beginning of the insurance month immediately following date of employment.

f. An employee who qualifies for Long Term Disability will be afforded medical care premium payments as outlined under Health Insurance through the end of the school year in which the disability occurs.

- g. All other benefits are severed with the exception of medical care at the point in time where the employee can no longer provide services as a custodial employee.
- h. The Board agrees to provide the above-mentioned insurance benefits within the underwriting rules and regulations as set forth by the insurance carrier in the Master Contract held by the policyholder.

Article XVII. LONGEVITY PAY

Section 1. Longevity Payment Intervals

For longevity purposes, years of service in the Northview Public Schools System shall be computed twice per year; once as of December 1 and once as of June 1.

Section 2. Longevity Payment

One-half of the amounts listed below will be paid in a lump sum with the first pay in December and one-half with the second pay in June.

Section 3. Longevity Payment Begins

A full-time employee who has completed the number of years as stated below shall begin to earn longevity beginning with the sixth year of continuous employment at the rate per annum as indicated:

- Five (5) Years ... \$900
- Ten (10) Years ... \$1000
- Fifteen (15) Years ... \$1200
- Twenty (20) Years ... \$1300

All school-year employees who meet the above service criteria will be eligible for 75% of the above benefits. All regular part-time employees who meet the above service criteria will be eligible for a pro-rated percentage of the above benefits.

Article XVIII. MISCELLANEOUS PROVISIONS

Section 1. Copies of this Agreement

Copies of this Agreement shall be prepared at the expense of the Board and presented to all employees in the bargaining unit.

Section 2. Terms of this Agreement

This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

Section 3. Contrary to Law

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 4. Entire Agreement

During the negotiations leading up to this Agreement each party had the opportunity to bargain on all proper matters. This represents the entire Agreement of the parties. It is further expressly understood and agreed that during its term neither party shall be required to engage in further collective bargaining on any matter or subject whether mentioned herein or not.

Section 5. Interruption

The Association recognizes that the cessation or interruption of services by employees as defined in Section 1 of Public Act 336 of 1947 of Michigan, as amended, is contrary to law and public policy. Accordingly, the Association and employees agree that during the term of this Agreement, they will not direct, instigate, participate in, encourage or support any cessation or interruption of services by any employee or group of employees.

ARTICLE XIX. DISCIPLINE POLICY

Section A. Discipline

Any employee may be disciplined for misconduct or failure to properly perform duties. No employee shall be reprimanded, disciplined, discharged, reduced in rank or compensation without just cause. All such discipline shall be progressive in nature. The following represents progressive disciplinary action:

1. Oral reprimand
2. Written reprimand
3. Suspension with or without pay, as determined by supervisor
4. Termination

The purpose of progressive discipline is to correct the misconduct or failure to properly perform duties at the lowest effective step. Discipline will be progressive in nature except in cases where there have been violations of the law or extreme violations of the written rules and policies of the district. Written rules and policies of the district will be made available to employees at their work site.

Section B. Association Representation

Any bargaining unit member who is to be reprimanded, warned or disciplined for any infraction of school policy or delinquency in their performance, will, upon the bargaining unit member or **Administrator's** request, have an Association **Executive Board Member present** at the reprimand, warning or discipline. When a request for such representation is made, no action will be taken until a representative can be present. However within twenty-four (24) hours a date will be set for the meeting to take place. In extreme cases of misconduct, the Board reserves the right to place an employee on unpaid leave pending the meeting with the Association representative.

Section C. Personnel File

Each employee has the right to review the complete contents of her/his personnel file. A representative of the Association may accompany the employee if so requested. No evaluative material may be placed in the personnel file to which the employee has not been allowed to respond in writing. All written responses by the employee will be included in the personnel file. Reprimands will be removed from the employee's personnel file at the written request of the employee after two (2) years if there has been no further disciplinary action, letter(s) or warning and/or suspension(s) related to the problem. However, if other unrelated disciplinary action, letter(s) of warning and/or suspension(s) should occur within the two (2)-year period, the original reprimand will only be removed at the written request of the employee and the approval of the Superintendent or designee. The Central Office file is the official personnel file. The employee shall be notified of any external request to review or copy their personnel file. Before any documents are released, the employee will have the opportunity to review the request and all documents subject to the request. An Association representative may be present.

Section D. Complaints

No material, including student, parental, or school personnel complaints, will be placed in the employees personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be reduced to writing with the complaints, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the employee is requested to sign any material, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Article XX. DURATION

Section 1. Duration of Contract

This contract shall become effective July 1, 2010, and shall remain in full force and effect until June 30, 2013.

Section 2. Discussion of New Contract

On or before April 1, 2013, the Board of Education agrees to meet with representatives of the Northview Custodial Employees Association and discuss proposals that each may make for incorporation into the contract to cover the period following the termination of this Agreement. Such discussions shall be scheduled from time to time until all suggestions have been heard and a substitute contract, agreeable to a majority of the employees in the unit covered, has been proposed by the Board of Education. Representatives of the Association shall not exceed three (3) in number, plus one alternate member who may be a non-participating member of all meetings.

**BOARD OF EDUCATION
NORTHVIEW PUBLIC SCHOOLS**

**CUSTODIAL ASSOCIATION
NORTHVIEW PUBLIC SCHOOLS**

**Craig McCarthy
Head Negotiator**

**Pete Russo
Association Representative**

**Lyn Peterman
Negotiating Team Member**

**Richard Wright
Association Representative**

**James Manikowski
President, Board of Education**

**Bridget Bissell
Association Representative**

**Lisa Gendler
Secretary, Board of Education**

SUPPLEMENTAL A

CUSTODIAN CLASSIFICATIONS

<u>Classification</u>	<u>Position</u>	<u>All Locations</u>
I	General Custodian	All Buildings
II	Elementary Lead Custodian	All Elementary Buildings (1 per building)
III	MS/HS Lead Custodian	All Middle Schools/Main High School (1 per building)

SHIFT PREMIUMS

The following premiums will be paid to an employee assigned to an eight (8) hour shift beginning:

- | | | | |
|----|--------------------------------------|---|----------|
| 1. | Between 11:00 a.m. and 2:30 p.m. | = | 18 cents |
| 2. | Between 2:30 p.m. and 7:00 p.m. | = | 25 cents |
| 3. | Between 7:00 p.m. and 12:00 midnight | = | 35 cents |

The shift premium will remain in effect during summer and break periods when scheduled work hours are temporarily adjusted to the daytime.

If future transfers and/or assignments require a change in classification structure, the parties agree to discuss the issue in an attempt to change the contract to accommodate the change(s).

SUPPLEMENTAL B
CUSTODIAL WAGE SCHEDULE

2010-2011

CLASS	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
I	\$14.52	\$15.03	\$15.58	\$15.97	\$16.37	\$16.78	\$17.17	\$17.57
II	\$14.84	\$15.36	\$15.90	\$16.30	\$16.70	\$17.11	\$17.51	\$17.92
III	\$15.16	\$15.71	\$16.25	\$16.65	\$15.70	\$17.47	\$17.88	\$18.28

Wages and Insurance will be discussed on an annual basis.
 1% payment to an annuity 403 (b) upon retirement/severance.

SUPPLEMENTAL C

PERFORMANCE INCENTIVE

Payment of this incentive will be based on the following scale and eligibility:

Attendance:

If a custodial employee is

- absent 0 days during the year, he/she will receive \$400.00;
- absent no more than 1 day, he/she will receive \$300.00;
- absent no more than 2 days, he/she will receive \$200.00.

Attendance will be based on 7-1-xx to 6-30-xx and payment will be made the second (2nd) pay in July of each year.

SUPPLEMENTAL D
GRIEVANCE REPORT FORM

Grievance # _____

Date Filed _____

Name of Grievant

Assignment

STEP ONE

- A. Date Cause of Grievance Occurred _____
- B. Date of Awareness of Cause of Grievance _____
- C. Date of Informal Discussion with Supervisor _____

STEP TWO

- A. Date of Written Grievance _____
- B. Statement of Grievance _____

C. Relief Sought _____

Signature of Grievant _____ Date

- D. Date of Step Two meeting _____
- E. Disposition of Director of District and Community Services _____

Signature of Director of District and Community Services _____ Date

STEP THREE

- A. Position of Grievant and Custodial Association _____

Signature of Grievant Signature of Custodial Association Date
Officer/Representative

- B. Date of Receipt of Grievance _____
- C. Date of Step Three Meeting, if held _____
- D. Disposition of Superintendent or Designee _____

Signature of Superintendent or Designee

Date

E. Position of Custodial Association: _____

Signature of Grievant

Signature of Custodial Association
Officer/Representative

Date

STEP FOUR

A. Date Submitted to Arbitration _____

B. Disposition of Arbitrator _____

Date