



*Armada Area Schools*

**MASTER AGREEMENT**

BETWEEN THE

BOARD OF EDUCATION  
ARMADA AREA SCHOOL DISTRICT  
ARMADA, MICHIGAN

AND THE

ARMADA CUSTODIAL AND  
MAINTENANCE ASSOCIATION  
ARMADA, MICHIGAN

**2009-2012**



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# MEMORANDUM OF AGREEMENT

## PREAMBLE

THIS AGREEMENT, entered into this 20th day of October 2009 by and between the Board of Education of the Armada Area School District of Armada, Michigan, hereinafter referred to as the BOARD, and the Armada Custodial and Maintenance ASSOCIATION, hereinafter referred to as the ASSOCIATION.

WITNESSETH:

WHEREAS, the BOARD and the ASSOCIATION mutually recognize that well maintained school buildings are essential to quality education, and;

WHEREAS, the BOARD and the ASSOCIATION, as a result of deliberate and extended negotiations have agreed to the terms and conditions of employment of all members of the ASSOCIATION and are desirous of hereby confirming and reducing those agreements to writing;

NOW THEREFORE, in consideration of these presences, the mutual promises and covenants herein contained, it is agreed as follows:

## ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Armada Custodial and Maintenance ASSOCIATION as the sole and exclusive bargaining representative in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, for all full time and regularly scheduled part-time custodial, maintenance and mechanic personnel for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment;

EXCEPTING HOWEVER, substitute, temporary, casual personnel, Supervisor of Buildings, Grounds and Maintenance, and other supervisory personnel.

- B. The BOARD agrees not to negotiate with or recognize any labor organization other than the ASSOCIATION for the duration of this Agreement.
- C. Reference to custodians shall include male and female gender.

## ARTICLE II - BOARD RIGHTS

### A. Authority:

The BOARD, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by all applicable State and Federal laws, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its employees, properties and facilities.
2. To hire all employees and subject to the provisions of law, determine their qualifications, the conditions for their continued employment, their dismissal or demotion, and to promote and transfer all such employees.

### B. Responsibilities:

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in connection thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms hereof in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

### ARTICLE III - ASSOCIATION RIGHTS

- A. The members of the ASSOCIATION shall have the right to participate in professional organizations and to negotiate or bargain collectively with their public employer through representatives of their own choice and shall not be discriminated against as a result of such activities. Members of the ASSOCIATION shall not be discriminated against as a result of instituting a grievance, complaint or proceeding under this Agreement or because they have given testimony or instituted proceedings under the law.

### ARTICLE IV - DUTIES

- A. Employees shall properly do and perform any and all things necessary in and about the fulfilling of their duties. Custodial and/or appropriate maintenance employees duties shall be those in relation to the cleaning and maintenance of all school buildings and grounds, as may be directed by the Supervisor of Buildings, Grounds and Maintenance, the building administrator, the superintendent or his designee and the policy of the BOARD.
- B. All employees shall act at all times as representatives of the school district to the public and shall therefore conduct themselves in a manner which shall be in the best interest of the school district.

- C. Maintenance employees will be considered custodial staff and vice versa when directed by Administration and will be assigned from time to time custodial duties at the discretion of the Administration. Each assignment will last no longer than two (2) weeks.
  
- D. The Supervisor of Buildings, Grounds and Maintenance will set the regular work schedule for ASSOCIATION employees. Building Principals may alter, at times, the regular duties with reasonable work requests to better meet their building's needs. Head Custodians may direct afternoon and evening custodians on priority tasks to be performed. All building custodians will be jointly evaluated by the Supervisor of Buildings, Grounds and Maintenance and the Building Principal(s).



## ARTICLE V - WORK SCHEDULE AND HOURS

- A. All employees shall work a schedule that shall be determined by the Supervisor of Buildings, Grounds and Maintenance.
- B. Employees shall normally work forty (40) hours per week, eight (8) hours per day.
- C. Day and Afternoon Shifts - Day shifts shall be defined as starting times of ASSOCIATION members and will be 6:00 a.m. to 1:00 p.m. Afternoon shifts shall be defined as starting times of ASSOCIATION members after 1:00 p.m. Starting time to receive shift premium will be 1:00 p.m. through 6:00 a.m.
- D. Summer Hours - The Supervisor of Buildings, Grounds and Maintenance has the authority to require that any and all schools be open as early as 6:00 a.m. to as late as 6:00 p.m. when school is not in session. A non-school event before or after these times shall be considered overtime. Custodians shall do this on a rotating basis, with the head custodians in charge of scheduling and keeping track of working times in each school.
- E. All overtime will be on a rotating seniority basis. The rotation order will be: 1) Full-time custodian in building; 2) Part-time custodian in building; 3) Master seniority list. Custodians shall have a twenty-four (24) hour notice for overtime to be worked unless an emergency arises. Mechanic overtime shall not be rotated but shall be performed by the mechanic.

- F. Any non-school related activities, not falling during regular working hours when school is in session or not in session, are to be treated as overtime. Hours during any days shall not be rearranged from the ASSOCIATION's regular working hours to accommodate the Board for non-school activities, so as not to have to pay overtime. Hours not falling on regular working schedules shall be compensated with time and a half; this includes weekends. Paid holidays will be compensated at double time.
- G. Call In - Minimum two (2) hours guaranteed except when supervisor requests shift change. (Example-Employee is called in early Monday - Friday to assist in snow removal and works regular eight-hour day.)
- H. By the first week of July, custodial positions shall be bid on the basis of seniority and other qualifications. The employee will have a trial period ranging from thirty (30) to one hundred and twenty (120) days to perform a position. If after the trial period the Supervisor of Buildings, Grounds and Maintenance determines the employee is not satisfactorily performing the position, the employee will be reassigned to their previous position or another position within the ASSOCIATION after consultation with the ASSOCIATION.

If during the year an opening becomes available, it shall be posted in the school buildings at least one week prior to assignment. The position shall be given to

the applicant with the most seniority and qualifications. The Administration will decide, at their discretion, on placement of the application, after consultation with the ASSOCIATION.

- I. Employees shall report to work on days when school is closed due to an act of God (snow day). Association members will receive one (1) bonus day for each snow day up to a maximum of three (3) bonus days. It is understood that the employee may be asked to report at a later time of day. Bonus days must be used by August 15<sup>th</sup>.

## ARTICLE VI - COMPENSATION

- A. All employees shall be compensated in accordance with the following schedule:

Years of Experience	Classification	2009-2010 Compensation	2010-2011 Compensation	2011-2012 Compensation
Start	Custodian	14.24	14.31	14.38
Three months	Custodian	15.81	15.89	15.97
	Maintenance #3	16.62	16.70	16.79
	Maintenance #2	17.13	17.22	17.30
	Maintenance #1	18.92	19.01	19.11
	Maintenance/Cust.	.10/hr	.10/hr	.10/hr
	Head Bldg. Cust.	.80/hr (Day)	.80/hr (Day)	.80/hr (Day)
	Shift Premium	.30/hr	.30/hr	.30/hr
	Mechanic	21.98	22.09	22.20

- B. Compensation for work exceeding forty (40) hours per week shall be at time and one-half rate computed at the total hourly rate, including head custodian and/or maintenance and/or head maintenance custodial compensation as applicable. Compensatory time in lieu of overtime shall be at the rate of time and one half and must be approved by the Supervisor of Buildings, Grounds and Maintenance. Denied compensatory requests can be appealed to the

Superintendent or his designee.  
Compensatory days must be used by August 15<sup>th</sup>.

- C. Increments in compensation as indicated in this article are not necessarily automatic. When deemed necessary by the Supervisor of Buildings, Grounds and Maintenance and the Superintendent or his designee, an employee may be placed on probation for a period of time until a change in pay is warranted.
  
- D. All custodians shall be compensated at their regular pay (per Section A above) at a rate of time and one-half for working scheduled activities that do not come within working hours. Custodians shall rotate these responsibilities as per Article V, E. A week's notice of such activities will be given when possible. Additional rate for head building, maintenance custodian and mechanic shall be included in their hourly rate when computing overtime rates.
  
- E. The Superintendent, the Supervisor of Buildings, Grounds and Transportation and the President of the ASSOCIATION, or their designees, shall review certificates earned by employees to determine if they are relevant to the performance of duties in the District and to review proposed certificates as to the need for such certifications. If the parties mutually agree that the certificates do have merit in relationship to the needs of the District, the

employee will receive an additional \$0.25 per hour per approved certificate.

F. Employees shall receive longevity pay based upon the following schedule:

5 years of service	\$ 475.00
10 years of service	850.00
15 years of service	1,220.00
20 years of service	1,600.00

Payment will be due at the first pay every August, unless the employee notifies the district that he is retiring and the employee will be paid the second pay in June.

## ARTICLE VII - LEAVE OF ABSENCE

- A. SICK LEAVE - The BOARD shall grant a maximum of eight (8) days per year sick leave each school year with one (1) sick day or personal day added at the employee's option if none are used during the year, which may accumulate to a maximum of one hundred (100) sick days. The BOARD shall have the right to request medical verification of absence.
- B. The BOARD shall grant time necessary not to exceed five (5) days for death in the family. Immediate family is limited to spouse, child, father, mother, father-in-law, mother-in-law, brother, sister, or other person permanently residing within the household. Bereavement shall also include grandchildren and grandparents. One bereavement day shall be granted for an Aunt, Uncle, Sister-in-law, Brother-in-law, niece or nephew if necessary.
- C. PERSONAL LEAVE - The BOARD shall grant a maximum of three (3) days per year for the conduct of personal business which cannot be handled outside of the working days. Notice of said personal leave day or days shall be given to the Supervisor of Buildings, Grounds and Maintenance three (3) days prior to said leave, except in emergency situations. Personal days may be taken before or after a holiday as long as school is not in session that day. If school is in session, personal days may not be taken except in an emergency. Personal days must

be used by June 30<sup>th</sup>.

- D. Additional leaves of absence will be granted in accordance with the Family and Medical Leave Act (FMLA) and BOARD policy where applicable.

### ARTICLE VIII - DISCIPLINE OF NON-PROBATIONARY EMPLOYEES

- A. Confirmation of discipline or discharge will be issued in writing stating the reasons for the action. A copy of the written statement will be provided to the ASSOCIATION president.
- B. At the request of the disciplined employee, the employee will be permitted to discuss his discipline or discharge with the ASSOCIATION president. At the request of the ASSOCIATION or employee, the supervisor will meet with them to discuss the incident and action taken.
- C. An appeal regarding disciplinary action will be submitted to Level 2 of the grievance procedure within five (5) calendar days of the disciplinary action.
- D. Disciplinary action shall be defined as any written reprimand, suspension without pay or discharge.



ARTICLE IX - VACATIONS

- A. All vacations of any employee shall be governed by the Supervisor of Buildings, Grounds and Maintenance and Superintendent or his designee in reference to the time of year vacations are taken.
- B. Employees shall be eligible for paid vacations as follows:

<u>DURATION OF EMPLOYMENT</u>	<u>VACATION EARNED</u>
After 1 Year	1 Week
After 2 Years	2 Weeks
After 3 Years	2 Weeks + 1 Day
After 4 Years	2 Weeks + 3 Days
After 5 Years	3 Weeks
After 10 Years	4 Weeks

- C. Vacation requests for one week prior to the first day of school will only be approved in emergency situations. All vacation days must be used by the employee's anniversary date. Unused vacation days cannot be carried to the next year unless approved by administration.

## ARTICLE X - HOLIDAYS

- A. The following shall be considered as paid holidays:

- Labor Day
- New Year's Day
- Thanksgiving
- Good Friday
- Day after Thanksgiving
- Easter Monday
- Day before Christmas
- Memorial Day
- Christmas
- July 4th
- Day before New Year's

- B. The rate of compensation shall be for eight (8) hours at "straight time compensation" regardless of the day of the week on which the holiday falls, PROVIDED HOWEVER, that if any employee shall work on any of the holidays above mentioned, pursuant to the request of the Supervisor of Buildings, Grounds and Maintenance, then and in that event, said employee shall be compensated at a "double time rate" for that day or days.

## ARTICLE XI - INSURANCE

- A. For full-time employees hired prior to June 30, 2009, the BOARD shall pay the premium for Health, Dental, Vision, and LTD coverage. The health care will have the following riders: \$200/\$400 deductible; \$20 in-network office visits; and \$15 generic/\$40 brand name Rx coverage. For full-time employees hired after July 1, 2009, the BOARD shall pay 75% of the premium for Health, Dental, Vision, and LTD coverage and the employee will pay 25%. Employees have the option to opt in or out of these insurances during the open enrollment period annually.
- B. In the event the full-time employee does not select group medical insurance, the person can select a cash payment of \$2,200 for the year. If the person goes on unpaid leave or terminates his/her employment during the contract year, then the cash payment will be prorated based upon the number of days worked versus the number of work days in the contract year.
1. The payment will be made on or before June 30th of the contract year.
  2. The terms and conditions covering the cash payment will be in compliance with federal and state tax laws.
  3. The election to participate in the cash payment will be made in September of the contract year.

4. Any employee FICA, Medicare, federal, state and local taxes applicable to the cash payment are the responsibility of the employee.
- C. The BOARD will provide Eighty Thousand Dollars (\$80,000.00) of term group life insurance for all employees in the bargaining unit, payable to their designated beneficiary.
- D. The BOARD will pay the State required amount for retirement.
- E. A doctor's note is necessary if LTD continues for one year of illness. The Board will appoint a doctor at Board expense. If there is a professional difference of opinion, another physician's opinion will be required. The physician will be chosen by mutual agreement between the employee and the Board.
- F. The BOARD shall provide Short Term Disability (STD) and Long Term Disability (LTD) for non-Worker's Compensation claims as follows:
  - 1<sup>st</sup> through 30<sup>th</sup> days (Calendar Days):

The employee will be required to use accumulated sick, vacation or personal days.
  - 31<sup>st</sup> through 60<sup>th</sup> days:

The employee may use any remaining accumulated sick, vacation or personal days, OR:  
The employee can receive 70% of his regular rate of pay and save his

accumulated leave time.

61<sup>st</sup> day and after:

The BOARD shall provide 70% of the employee's regular rate of pay up to a maximum of \$2,500.00 per month with benefits beginning on the 61<sup>st</sup> day of disability.

NOTE: The disability period must be 61 continuous days with the exception being that the employee can return to work for one (1) to seven (7) days and not be considered as having a break in the 61 day period, as long as the return to disability is related to the same condition. If the employee works eight (8) days or more, he must requalify for the 60 day period for disability benefits.

## ARTICLE XII - NEW EMPLOYEES

A. All new ASSOCIATION employees hereunder shall serve a minimum probationary period of three (3) months.

## ARTICLE XIII - SENIORITY

A. Seniority will be gained only through unit membership. (i.e. Seniority shall not be brought in from other school bargaining units.)

- B. Bargaining unit members who leave the bargaining unit shall have their seniority frozen within the custodial ASSOCIATION only if their new assignment is within the school district.
- C. Bargaining unit members who resign from the school district will lose all seniority.
- D. Bargaining unit members who leave the custodial bargaining unit for another position within the Armada School District may only return when there is an available position (i.e. An opening that occurs through resignation, retirement, dismissal, etc.). They will not have the right to bump a lower seniority person.

#### ARTICLE XIV - GRIEVANCE PROCEDURE

- A. A grievance is a matter involving the violation of a specific article or section of this Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedures outlined in this article:
  - 1. The termination of the services of any probationary employee
  - 2. The placing of a probationary employee on an extended probationary period as provided herein
  - 3. Any complaint for which there is another remedial procedure or forum established by law or regulation having force of law

- C. If the employee or ASSOCIATION does not process the alleged grievance with the Supervisor of Buildings, Grounds and Maintenance at Level One within ten (10) work days following the date on which the alleged grievance occurred, then the grievance shall be considered waived.
- D. Procedure: Level 1 - Any employee or the ASSOCIATION shall discuss the alleged grievance with the Supervisor of Buildings, Grounds and Maintenance in an informal manner. The Supervisor of Buildings, Grounds and Maintenance shall have five (5) work days in which to resolve the problem.

Level 2 - Within five (5) work days of receipt of the decision of the Supervisor of Buildings, Grounds and Maintenance, the aggrieved employee or the ASSOCIATION may appeal to the appropriate building principal. Maintenance employees can appeal to the Assistant Superintendent. The appeal shall be in writing, and shall specify the section of the Agreement allegedly violated and shall contain the reason(s) for the appeal. Within ten (10) school days after the receipt of the appeal, the said building principal or Assistant Superintendent shall render his decision in writing.

Level 3 - Within five (5) work days of the receipt of the written decision of the said building principal or Assistant Superintendent, the aggrieved employee or the

ASSOCIATION may appeal the decision to the Superintendent or his designee. The appeal shall be in writing and shall contain the same wording as the grievance filed with the said building principal and shall contain the reason(s) for the appeal.

Level 4 - Within five (5) work days of the receipt of the written decision of the Superintendent or his designee, the aggrieved employee or the ASSOCIATION may appeal the decision to the Board of Education. The appeal shall be in writing and shall contain the same wording as the appeal filed with the Superintendent or his designee, and shall contain the reason(s) for the appeal.

#### ARTICLE XV - DURATION OF CONTRACT RETROACTIVITY

- A. The terms and conditions of this Agreement shall be in full force and effect retroactively from the 1st day of July 2009, and shall continue in full force and effect until the 30th day of June 2012. This contract may be reopened by either party upon notification in writing between March 1 and March 15, 2012.

#### ARTICLE XVI - LAY-OFF AND RECALL

- A. Layoffs shall be done by qualifications and seniority. A seniority list shall be provided July 1<sup>st</sup> to the ASSOCIATION President by the Business Office.



- B. Recall shall be done in reverse order of lay-off. The last custodian laid off shall be the first to be recalled. Custodial-maintenance employees may not bump into the classification of mechanic, nor may the mechanic bump any custodial-maintenance employees if he is laid off.

## ARTICLE XVII - MISCELLANEOUS

- A. Supervisor of Buildings, Grounds and Maintenance shall post in each custodial room each year, the accrued vacation time for all custodians. Custodians shall have ten (10) days to review this list, identify, and report any discrepancies to the Supervisor of Buildings, Grounds and Maintenance.
- B. Custodians called for Jury Duty shall be reimbursed the difference between the daily rate of pay and compensation received from Jury Duty.
- C. Any new fringe benefits negotiated in any Armada Area School District Master Agreement during the life of this working contract shall be negotiated with this bargaining unit.
- D. The District shall provide uniforms for all employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their duly authorized representatives.

Dated 1-25-10 \_\_\_\_\_  
ARMADA BOARD OF EDUCATION  
*Cheryl Murray*  
President

Dated 1-25-10 \_\_\_\_\_  
*Susan Nieman*  
Secretary

Dated 1-25-2010 \_\_\_\_\_  
ARMADA CUSTODIAL & MAINTENANCE  
ASSOCIATION  
*Gregory J. [Signature]*  
President

Dated 1-25-10 \_\_\_\_\_  
*Sal Raelys*  
Secretary