

# GRAND LEDGE BOARD OF EDUCATION AND

GRAND LEDGE

**CUSTODIAL ASSOCIATION** 

**CONTRACT** 

JULY 1, 2023 - JUNE 30, 2025

### **Table of Contents**

ARTICLE	TITLE	PAGE
	PREAMBLE	3
ADTICLE 4	AGREEMENT	3
ARTICLE 1 ARTICLE 2	RECOGNITION	3
ARTICLE 2	AID TO OTHER UNIONS & ASSOCIATIONS	
ARTICLE 3	NON-DISCRIMINATIONBOARD RIGHTS	3 3
ARTICLE 5	EMPLOYEE RIGHTS	
ARTICLE 6	SENIORITY	
ARTICLE 7	VACANCIES & PROMOTIONS	5
ARTICLE 8	LAYOFF & RECALL	
ARTICLE 9	DISCIPLINE & DISCHARGE	6
ARTICLE 10	GRIEVANCE & ASSOCIATION REPRESENTATION	
ARTICLE 11	HOLIDAYS	8
ARTICLE 12	PROBATIONARY EMPLOYEES	9
ARTICLE 13	NO STRIKE CLAUSE	10
ARTICLE 14	PROTECTION OF EMPLOYEES	10
ARTICLE 15	PAID TIME OFF	10
ARTICLE 16	LEAVES	11
ARTICLE 17	GENERAL WORKING CONDITIONS	12
ARTICLE 18	WORK SCHEDULE	13
ARTICLE 19	JURY DUTY	13
ARTICLE 20	NEGOTIATIONS PROCEDURES	14
ARTICLE 21	HEALTH INSURANCE	14
ARTICLE 22	SALARY/COMPENSATION	15
ARTICLE 23	DURATION OF AGREEMENT	17
	APPENDIX A – Time Card Rules	18
	APPENDIX B – Grievance Forms	20

#### **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 Custodial Association, hereinafter referred to as the "Association."

#### **ARTICLE 1 - RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative of all full-time and regular part-time Custodial employees. Supervisors and all other employees are excluded from the bargaining unit described in the preceding sentence.
- B. Nothing contained herein shall be construed to deny or restrict any individual employee's rights they 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 Agreement. This shall be interpreted to mean substitutes shall not be covered by this Agreement.

#### **ARTICLE 2 - AID TO OTHER UNIONS AND ASSOCIATIONS**

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 Association.

#### **ARTICLE 3 - NON-DISCRIMINATION**

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

#### **ARTICLE 4 - 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 needs of the district. When hiring takes place, they cannot take the regular working hours of the custodian.
- 4. Make reasonable provisions for the health, safety, and first aid of its employees during hours of employment.
- 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 5 - EMPLOYEE RIGHTS**

- A. The Association 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.
- B. The Board agrees to make available to the Association 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 Association with collective bargaining or in enforcing this CBA.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to perform lawful Association work 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 group designated by the Association 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 two (2) members shall 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. Proof of attendance may be required by the Board.
- 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 Association, provided said employee's makeup said hour on the same day. If the local Association 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 Association, provided said employee makes up said additional hour on the same day. Employees who use this time must obtain approval from their supervisor or designee. Approval will be withheld only if the employee is needed and a substitute cannot be obtained.

#### **ARTICLE 6 - SENIORITY**

- A. Seniority shall be defined as all seniority retained by members of the bargaining unit as of December 12, 1983, in addition to all seniority earned as a member of the bargaining unit since that time.
- B. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one (1) individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.
- C. Regular part-time employees shall accrue seniority as full-time employees. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.
- D. The Association shall prepare, maintain and post an official seniority list in collaboration with Human Resources. The initial seniority list shall be prepared within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and posted semi-annually thereafter within one week (five work days) of January 1 and July 1. Any revisions shall be furnished to Human Resources for research. Written notice of new hires, changes in classification, terminations (including resignations and retirements) shall be prepared and submitted to the Association President.
- E. Seniority shall be lost by an employee upon termination, resignation or retirement. Employees transferring to a no bargaining unit position shall retain earned seniority while outside the bargaining unit.
- F. Seniority of employees on Board approved voluntary leaves shall be frozen for the duration of such leaves. Employees on medical, disability, or military leaves of absence shall continue to accrue seniority during said leaves

#### <u>ARTICLE 7 – VACANCIES AND PROMOTIONS</u>

- A. Vacancies/promotions within the bargaining unit shall be filled on the basis of qualifications, annual reviews and attendance. For purposes of interpretation, where qualifications are essentially equal between applicants, seniority will prevail.
- B. When receiving a promotion, the employee will start on step one of the corresponding head custodian pay scale or one step up from their current wage corresponding to the head custodian scale that they would be on. Example: If the employee is making \$16.75 and they are promoted to a head position at Delta Center, they would be moved to step two at \$17.25.

C. In the event of promotion in the department, the employee shall be given a thirty (30) work day trial, fifteen (15) days of which shall be during the school year, in which to show their ability to perform on the new job. The employer shall give the promoted employee reasonable assistance to enable them to perform up to the employer's standards for the new job. If the employee is unable to demonstrate the ability to perform the work required during the trial period, the employee shall be returned to their previous assignment. During any trial period, the employee will receive the rate of pay for the job they are performing but if they are returned to a previous assignment that made less than the new job, their pay rate will revert back to the lower rate.

#### **ARTICLE 8 - LAYOFF AND RECALL**

- A. Layoff is defined as a reduction of the work force. If layoff becomes necessary it shall be conducted in the following manner:
  - 1. Probationary employees
  - 2. Remaining employees will be considered on their most recent evaluation, beginning with "ineffective" then, "minimally effective", "effective" and "highly effective". If the evaluations are equal, the least senior employee.
- B. Employees recalled to work following a layoff shall be recalled in inverse order of the layoff by classification. Notice of recall shall be by certified mail to the affected employee at the last known address on file with the Employer. Upon request, a list of those employees recalled shall be provided to the Association President at the same time the recall notices are sent. An employee that fails to report to work by the date specified in the notice of recall shall forfeit all recall rights.

#### <u>ARTICLE 9 - DISCIPLINE AND DISCHARGE</u>

- A. No employee shall be disciplined or discharged for a reason that is arbitrary or capricious. Normally, employees shall not be disciplined in public or in the presence of other workers.
  - 1. A progressive disciplinary plan will be used and followed by the supervisor or designee. All information will be submitted to Human Resources for the employee's personnel file.
    - a. Step 1 Verbal Warning (documented)
    - b. Step 2 Written Warning
    - c. Step 3 Suspension without pay to be set by the Supervisor or designee.
    - d. Step 4 Termination
  - 2. Due Process: Prior to imposing discharge or suspension (except in cases of gross misconduct) the Employer shall notify the affected employee who has acquired seniority and the local President of the charges, contemplated action, and the date, time, and place of a meeting concerning the same. The employee who has acquired seniority shall have the right to request Association representation but in no event will the meeting be held later than forty-eight (48) hours from notification.

- B. Notice of Discharge or Discipline The Board agrees promptly upon the discharge or discipline of an employee to notify the Association President in the unit of the discharge or discipline.
- C. The Board recognizes the concept of progressive discipline. The parties do hereby agree that the severity of the punishment shall be in proportion to the severity of the offense.
- D. The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Association representative of his/her unit, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer.
- E. Appeal of Discharge or Discipline Should the discharged or disciplined employee deem the discharge or discipline to be improper, a complaint shall be presented in writing through the Association representative to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after reviewing the complaint. If the decision is not satisfactory to the Association, the matter shall be referred to the Director of Human Resources Level of the Grievance Procedure. 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 Association activity.
- F. The Local President shall be notified when an employee who has not acquired seniority status is suspended or discharged.

#### **ARTICLE 10 – GRIEVANCE / ASSOCIATION REPRESENTATIVE**

- A. A grievance is a claim by a custodial employee or the Association on behalf of a custodial employee that there has been an alleged violation, misrepresentation, or misapplication of a specific provision of this Agreement. A grievance shall be processed as provided in this Article, unless otherwise agreed to by the parties.
- B. The Association member shall be represented by the Association at any grievance meeting if the member wishes. The Board shall be notified at the beginning of each school year by the Association of the names of the Association leaders.
- C. If Association Representative(s) are required by the Employer to attend grievance 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.
- D. The Board and the Association agree to form an informal committee of two (2) Association representatives and two (2) administrators to discuss any areas of concern that either party may have. The Board will not make any major changes to bargaining unit wages, hours, and other terms and conditions of employment without going through this committee and will give due consideration to the Association's input. Association representatives required to attend meetings during working hours will be paid at their regular rate for all hours in attendance.

E. <u>Grievance Process:</u> If a custodial employee of the Association believes that there is a basis for a grievance, the member or the Association shall first informally discuss the grievance with the custodial employee's immediate supervisor. The informal discussion shall occur within five (5) calendar days of the time the Grievant knew or should have known of the alleged Agreement violation. The immediate supervisor or designee will issue a written response within five (5) calendar days after the informal discussion. If the grievance is not resolved informally, the Grievant shall complete the grievance form in Appendix B and submit it to the Employer's Director of Human Resources within five (5) calendar days of the immediate supervisor's written response at the informal discussion level or the deadline to make such a written response, whichever is earlier. The Director of Human Resources will schedule a meeting with a Grievant and that Director, which meeting will occur within ten (10) calendar days after that Director receives a completed grievance form.

After that meeting, the Director of Human Resources will have five (5) calendar days to issue a written response to the grievance. If the written response is unsatisfactory to the Grievant or if the response is not timely issued, the Grievant may advance the grievance to the Superintendent within five (5) calendar days of the Director of Human Resource's written response or the deadline for that response, whichever is earlier. If the Grievant fails to meet any deadline specified in this paragraph, the grievance shall be deemed waived and automatically closed.

#### **ARTICLE 11 - HOLIDAYS**

A. Each custodial employee who is regularly scheduled to work the week of a holiday and who work the workday before and after the holiday listed below and who work the workday before and after the holiday, when scheduled to work, will receive pay for the following days.

Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day*
Day after Thanksgiving	MLK Day
Memorial Day	Christmas Eve
President's Day**	Christmas Day*
Independence Day	

<sup>\*</sup>When Christmas Eve, Christmas, New Year's Eve & New Year's fall on a Saturday or Sunday, the Association will determine replacement days off during winter break with a vote by the Association Board.

B. When a paid holiday falls within an employee's PTO period, he/she will be paid for that holiday but shall not have that paid holiday counted as a PTO day.

<sup>\*\*</sup>President's Day will be granted if/when the school calendar lists school as a non-instructional day.

- C. School Closings When school is declared closed due to inclement weather, heating problems, road conditions or other problems that may arise, custodial employees will work unless notified otherwise by the employer. Employees must notify the employer if they cannot arrive at work at their normal time due to inclement weather 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 their supervisor or designee. An employee calling to report they will be late or unable to report to work must speak directly with dispatch, their supervisor or designee.
  - 1. Any employee who is unable to report for work for due to inclement weather shall not be paid for the hours not worked, with the following exceptions:
    - a. An employee who is unable to report to work due to inclement weather under this provision shall use PTO, as long as they have earned PTO, to cover the day of absence.
    - b. If the employer notifies employees that they are not expected to report for work on days when school is canceled, PTO days will not be deducted when employees do not work. All employees will receive their regular pay on such days.
    - c. Paid leave days that are scheduled in advance of the notice of school closing shall be honored.
    - d. If the employer tells a shift to report at an alternate time to allow snow removal or safe road conditions, the employee will report at the given time and work until their normal shift ends. All employees will receive their regular full day of pay on such days.

#### **ARTICLE 12 - PROBATIONARY EMPLOYEES**

- A. Employees hired into the bargaining unit shall be considered probationary for the first ninety (90) calendar days of their employment. The employer retains the right to extend the probationary period at their discretion.
- 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 Association 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.
- E. All benefits not specifically excluded by this Agreement shall begin with the first day of the first full month following employment.
- F. Employees will receive their shift premium corresponding to the shift they work after they complete their ninety (90) day probationary period.

#### **ARTICLE 13 - NO STRIKE CLAUSE**

A. The Association and Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, 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 14 - PROTECTION OF EMPLOYEES**

- A. <u>Legal and Physical</u> 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\* and / or injury involving a custodial employee during the performance of the employees' assigned duties or school activities shall be reported by the employee to their supervisor or designee on the day of the incident. In emergency situations, the report must be filed as soon as possible if not on the day of the incident.

\*An accident is an unforeseen and unplanned event or circumstance, often with lack of intention. It usually implies a generally negative outcome which might have been avoided or prevented had circumstances leading up to the accident been recognized, and acted upon, prior to its occurrence. Injury is not required for an incident to be identified as an accident.

#### **ARTICLE 15 – PAID TIME OFF**

- A. Custodial employees shall be granted paid time off ("PTO") as follows. A benefit year as used in this Article is July 1 to June 30 (i.e., a fiscal year).
  - 1. New Employees: Any new employee, upon the successful completion of the probationary period will earn two (2) days of PTO for the for the first four months and .5 days of PTO time per month of service until the last day the district's fiscal year (Maximum able to earn would be eight (8) days.)
  - 2. Starting with the second (2<sup>nd</sup>) benefit year of employment, if the employee has completed their probationary period, thirteen (13) days.
  - 3. Starting with the fifth (5th) year of employment, eighteen (18) days.
  - 4. Starting with the tenth (10th) year of employment, twenty (20) days.
  - 5. Starting with the fifteenth (15th) year of employment, twenty-three (23) days.
  - 6. Starting with the twentieth (20th) year of employment, twenty-five (25) days.

All PTO shall be granted on July 1st (if the employee has completed his/her probationary period).

- B. Employees' PTO is subject to their request and the approval by their supervisor or his designee. The Head Custodians will schedule their PTO time off with their building administrator, subject to the final approval of their supervisor or his designee. No more than five (5) scheduled PTO days (per year) shall be used consecutively by any custodial worker when school is in session, unless approved by the supervisor. No more than ten (10) scheduled PTO days may be used consecutively when school is not in session, unless approved by supervisor or designee. PTO requests shall be turned in will be responded to promptly by the supervisor or designee.
- C. PTO requests of five (5) or more consecutive days must be submitted in writing not less than thirty (30) days prior to the commencement date. Normally PTO requests for less than five (5) days will be submitted forty-eight (48) hours in advance; however, the forty-eight (48) hour requirement is may be waived in certain circumstances; such as, the employee's personal emergency.
- D. Upon retirement, resignation, or permanent layoff, PTO time accumulated will be paid to employees based upon the time the employee has worked.
- E. A maximum of twenty-five (25) PTO days (equivalent to 200 hours) may be carried over to the following year.

#### **ARTICLE 16 - LEAVES**

- A. The board reserves the right to request a doctor's note, at no cost to the employer, when more than three PTO days are used consecutively for a medical reason.
- B. Upon retirement or resignation from employment, an employee with a minimum of ten (10) years of service shall be paid for all unused PTO based on one- half (½) 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 five (5) days shall be granted for a death in the immediate family. Immediate family is defined as spouse/domestic partner, children, parents, brothers, sisters, grandparents, and parent-in-laws (this includes any "step" for all categories). This leave will not be deducted from the employee's PTO bank. One (1) day of an employee's PTO leave may be used to attend the funeral of someone significant to the employee.
- 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 Association. 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 away from the job at the request of the Employer to attend a meeting shall receive regular pay with no time charged against PTO leave.
- 4. When approved in advance by the employee's supervisor or designee, conference costs and travel expenses at the current IRS rate will be reimbursed by the Board.

#### **ARTICLE 17 - 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, when approved by their supervisor the following:
  - Uniforms for custodial workers as may be required by the Employer.
     The process / procedure for obtaining and turning in worn uniforms will be developed by administration.
  - 2. Medical test and/or check-ups as required and for which the employee has no health insurance.
- D. If a position becomes vacant due to a call in or scheduled regular day off, all efforts on behalf of the Director of Operations or designee will be made to fill the position with a substitute employee.
- E. The Board will make an earnest attempt to provide adequate parking facilities for custodial employee use.

F. The Employer shall provide adequate PPE for employees such as, but not limited to gloves and respirators to complete the assigned work.

#### **ARTICLE 18 - WORK SCHEDULE**

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.

Alternate schedules with mutual agreement between the Supervisor and the Association:

- 1. During school breaks such as winter break, spring break, summer break, or any other student breaks, custodial staff may change the shift they normally work. Such as the second or third shift working earlier in the day than their normal shift.
- 2. The option to adjust the summer working schedule from a 5-day 8-hour week to a 4-day 10-hour week will be available to custodial staff. The team will work to schedule those wanting (4-10s) on a Monday through Thursday and a Tuesday through Friday to ensure all buildings are covered. Staff would have the option to opt out of the (4-10s) upon request and work their normal schedule.
- 3. Head Custodians will create any student break time schedules (winter, spring, summer, etc.) for their assigned buildings and staff and submit it to their supervisor.
- 4. If summer group cleaning is utilized, the schedule will be made in collaboration with the Association Leaders.

**School Closings** - When school is declared closed due to inclement weather, heating problems, road conditions or other problems that may arise, custodial employees will work unless notified otherwise by the employer. Employees must notify the employer if they cannot 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 their Supervisor or designee. Any custodial employee that works on a school closing day, will receive eight (8) hours of PTO in exchange for working a full day not to exceed five (5) PTO days. These PTO days must be used on non-student days and must be approved by the supervisor, and must be used by June 30<sup>th</sup> of the school year in which they are granted.

#### **ARTICLE 19 - JURY DUTY**

An employee who serves on jury duty will be paid their regular salary, provided they employee endorses any check received for such jury duty to the Employer. A substitute employee will be provided by the employer, for the p.m. shift employee involved in jury duty, if determined necessary by their supervisor 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 20 - NEGOTIATION PROCEDURES**

- A. This Agreement may be extended only by mutual, written consent of both parties.
- B. Both parties will strive 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.

#### **ARTICLE 21 – HEALTH INSURANCE**

- A. The Board shall make available one of two options:
  - 1. All employees will be offered single subscriber, self-funded health care protection for a twelve (12) month period for each full-time employee. Part time shall receive a pro-rata benefit. Healthcare benefits will stop on the last month that the employee leaves the school district.
  - 2. Employees may choose to receive the cash in lieu (CIL) stipend in the amount of \$310. Per month) only after the Grand Ledge Public Schools receives documentation that they have insurance coverage that meets the ACA minimum value and coverage requirements. Employees are responsible for their FICA on the cash option
- B. Worker's Compensation Any custodial employee who is injured in the line of work, shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of Michigan except that their pay shall be adjusted to the difference between regular pay and loss-of-time benefits paid by Worker's Compensation to the extent covered by accumulated PTO days.

#### **ARTICLE 22 - SALARY/COMPENSATION**

All new employees will start no higher than step four on the pay scale for the General Custodian position with shift premium added after their ninety (90) day probationary period.

Gen	eral	Custo	odian

	<del>Judioalali</del>
Step	Wage
1	\$13.75
2	\$14.25
3	\$14.75
4	\$15.25
5	\$15.75
6	\$16.25
7	\$16.75
8	\$17.25
9	\$17.75
10	\$18.25
11	\$18.75
12	\$19.00
***************************************	

#### Shift Premium for General Custodians:

- 1. General Custodian shifts beginning at noon until 2:30pm shall receive a \$0.25 per hour premium.
- 2. General Custodian 2<sup>nd</sup> shifts beginning at 2:30pm until 10:00pm shall receive a \$0.50 per hour premium.
- 3. General Custodian 3<sup>rd</sup> shifts beginning at 10:00pm until 6:00am shall receive a \$1.00 per hour premium.
- 4. Floaters shall receive a premium matching the shift they worked.
- 5. If a general custodian or floater is asked to cover for a head custodian, they shall be paid a lateral head custodian wage for the period of time they are covering that shift.

Example – if a level three general custodian is asked to work the head custodian position at Hayes, this person would receive level three head custodian wages for that period of time.

#### **Head Custodian**

	Delta Mills	Sawdon Delta Center, Neff, Wacousta, Willow Ridge, Holbrook	Hayes, High School, Beagle
Step 1	15.75	16.75	17.75
Step 2	16.25	17.25	18.25
Step 3	16.75	17.75	18.75
Step 4	17.25	18.25	19.25
Step 5	17.75	18.75	19.75
Step 6	18.25	19.25	20.25
Step 7	18.75	19.75	20.75
Step 8	19.25	20.25	21.25
Step 9	19.75	20.75	21.75
Step 10	20.25	21.25	22.25
Step 11	20.75	21.75	22.75
Step 12	21.25	22.25	23.25

#### On July 1, 2024

• All association members past their ninety (90) day probationary period shall be moved to the next step.

#### Overtime

If any employee is called in to work, and the hours are outside his/her normally scheduled hours, he/she shall be paid for a minimum of two (2) hours at the appropriate overtime rate. If the call-in time is connected to the employee's regular shift, the call-in overtime shall count as the hours in excess of eight (8).

#### **ARTICLE 23 - DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2023 except as otherwise stated herein and shall continue in effect until June 30, 2025.

FOR THE ASSOCIATION:

FOR THE BOARD OF EDUCATION:

#### **APPENDIX A**

## Time Card Rules Custodian Association

It is hereby agreed by the Grand Ledge Board of Education and Custodian Association, 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 at 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 their supervisor or his designee(s).
  - c. Except for an Extreme Emergency, all overtime must be approved in advance by their supervisor 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 their supervisor or designee(s) immediately following the overtime situation by office phone recorder or email.
- 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 "PTO" 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 supervisor 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 by the supervisor or his designee.
  - e. The weekly pay period for the Custodial Unit is Monday through Sunday.

- 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.
  - c. If an employee wishes to leave work early, they shall call #517-925-5300 (day) or #517-925-5306 (after hours) or email their supervisor or his designee, of their absence.
- 5. All overtime must be approved in advance by a supervisor 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 their Supervisor 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 their supervisor 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 their supervisor 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 their supervisor or his designee(s) immediately.
  - a. Disciplinary action shall be in accordance with the Custodial Contract 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 their supervisor or designee(s), unless a pattern of violations is reflected in the employee's compliance with these rules.

## APPENDIX B Grievance Form

#### 1. Background Information

Grievant Name:
Grievant Employment Position:
Specific CBA Provisions Alleged to Be Violated:
Date(s) of Alleged CBA Violation:
Describe How the Cited CBA Provisions Are Being Violated:
Requested Relief:
Grievant Signatures:
2. Informal Discussion
Date of Informal Discussion:
Informal Discussion Participants:
Immediate Supervisor Grievance Response:

Signature of Immediate Supervisor:
Date of Grievance Response:
3. Director of Human Resources
Date Grievant Submitted Grievance to HR Director:
Date HR Director Received Grievance:
Date of Meeting with HR Director:
Meeting Participants:
HR Director Grievance Response:
HR Director Signature:
Date of Grievance Response:
4. Superintendent
Date Grievant Submitted Grievance to Superintendent:
Date Superintendent Received Grievance:
Superintendent Grievance Response:
Superintendent Signature:
Date of Grievance Response:

## LETTER OF AGREEMENT #1 BETWEEN GRAND LEDGE PUBLIC SCHOOLS AND

#### GRAND LEDGE CUSTODIAL ASSOCIATION

#### Re: Second Shift Lead Custodian (2 positions) - In town Lead & Out of town Lead

- 1. This Letter of Agreement is developed, approved and executed between the Grand Ledge Public Schools Board of Education (the "District") and the Grand Ledge Custodial Association (the "Association") to agree on terms and conditions of the addition of 2 Lead Custodial Positions.
- 2. Lead Custodial Positions are defined as follows:
  - a. In Town Lead Beagle, High School, Holbrook, Neff, and Sawdon
  - b. Out of Town Lead Delta Center, Delta Mills, Hayes, Wacousta, and Willow Ridge
- 3. Position Requirements are as follows:
  - a. Lead Custodians will be on the second shift.
  - b. Maintain all current custodial responsibilities.
  - c. Train all new custodial employees on the second shift.
  - d. Required to carry the district provided cell phone while working.
  - e. Handle phone calls, questions, and concerns for staff at all assigned buildings.
  - f. Troubleshoot, problem solve, and delegate issues before contacting the Operations Supervisor.
- 4. The following compensation schedule will be as follows:
  - a. Lead Custodians will receive the \$.50 per hour second shift premium per association contract.
  - b. Lead Custodians will also receive a \$1.00 per hour premium
  - c. There will be reimbursement for mileage if a Lead Custodian has to travel to buildings.
- 5. This letter of agreement shall become effective upon the execution by the District and the Association. It is expressly understood and agreed that this Letter of Agreement does not establish a binding working condition, or obligation of either party after June 30, 2025 at its term shall expire on that date.

GRAND LEDGE PUBLIC SCHOOLS	GRAND LEDGE
BOARD OF EDUCATION	CUSTODIAL ASSOCIATION
By: Www.	By: Darra Ruiz
Its: Superint Sut	Its:
Date: 1/31/25	Date: <u>01/15/25</u>