



GRAND LEDGE BOARD OF EDUCATION

AND

GRAND LEDGE

CUSTODIAL ASSOCIATION

CONTRACT

JULY 1, 2025 - JUNE 30, 2028

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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. The Custodial Specialist 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 - NO STRIKE CLAUSE

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 6 - PROTECTION OF EMPLOYEES

- A. Legal and Physical - Liability insurance carried by the Board shall protect all employees against civil suits brought against them growing out of the exercise of their regular duties.
- B. All cases of accidents* 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 the Custodial Specialist 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.

C. A copy of the Incident Report located in this contract in Appendix B

*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 7 - 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 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 the Custodial Specialist or designee. Approval will be withheld only if the employee is needed and a substitute cannot be obtained.

ARTICLE 8 - GENERAL WORKING CONDITIONS

- A. Employees shall report to the Custodial Specialist in writing all conditions they believe to be ~~recognized as hazardous to their health and safety within 24 hours of the recognized hazard.~~ 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.
1. All employees will receive training on equipment use and upkeep.
 2. Any new equipment purchased shall have a training offered to employees on the use, cleaning and upkeep including ordering of supplies before expected operation.
- C. If a position becomes vacant due to a call in or scheduled regular day off, all efforts on behalf of the Custodial Specialist or designee will be made to fill the position with a floater or substitute employee. The Custodial Specialist or designee shall be diligent in communicating with the Head Custodian of the affected building to communicate the expected absence at a minimum of one hour before the expected absent employee shift starts.
- D. The Board will make an earnest attempt to provide adequate parking facilities for custodial employee use.
- E. The Employer shall provide adequate PPE for employees such as, but not limited to gloves, masks, safety glasses and respirators to complete the assigned work.
- F. UNIFORMS - To encourage high morale and pride in appearance, the Administration in cooperation with the Custodial Specialist will establish appropriate uniforms for all regularly employed custodians. The Administration reserves the right to select the style, color, quality and other characteristics of the uniforms, and to select distinctive insignia for them. Administration reserves the right to establish rules and regulations regarding the wearing of uniforms during working hours, and to enforce those rules by appropriate discipline. Such rules are as:
- a. Uniforms shall be worn to work daily, except when the custodian is excused from this requirement by the Custodial Specialist.
 - b. Custodians shall start each shift with a presentable uniform.
 - c. Custodians may wear appropriate length shorts after the last student day of the year until the start of school for students each year.
 - d. Custodians shall wear appropriate footwear daily; no open toed shoes.
- G. The Employer shall provide without cost to the employees, when approved by the Custodial Specialist the following:
1. Shirts for custodial workers. *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 coverage.

ARTICLE 9 - WORK SCHEDULE

A. Custodial regular work schedules are considered 40 hours a week; Five (5) days a week, eight (8) hours a day. Work schedules are generally Monday through Friday with the paid work week being defined as Monday through Sunday.

B. 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 the Custodial Specialist may mutually agree to vary lunch and relief times to meet individual needs.

C. Employees shall be compensated at the rate of one and one-half (1.5) times their regular hourly rate for all hours worked in excess of eight (8) hours in any single workday or forty (40) hours in any workweek, whichever results in greater compensation.

However, during the summer schedule period, employees who voluntarily opt to work a four-day workweek consisting of ten (10) hours per day shall not receive daily overtime for working more than eight (8) hours in a day. For these employees, overtime shall be calculated based solely on hours worked in excess of forty (40) hours in the workweek.

Any time worked on a Saturday or Sunday shall be compensated at one and one-half (1.5) times the employee's regular hourly rate, regardless of the number of hours worked during the day or week.

For the purposes of this section, "hours worked" shall include all time during which an employee is required to be on duty or at a prescribed workplace, as well as any approved paid leave (e.g., holiday, vacation, personal leave, or sick leave) that falls within the employee's regularly scheduled hours.

No overtime shall be worked unless expressly authorized in advance by the Custodial Specialist.

D. Alternate schedules will be determined by the Custodial Specialist in collaboration with the Deputy Superintendent. This includes all instructional and non-instructional days.

1. Head Custodians will create any non-instructional student break schedules (winter, spring, summer, snowdays, etc.) for their assigned buildings and staff. Advanced break schedules (winter, spring, summer) shall be submitted to the Custodial Specialist for approval 2 weeks prior to the start of breaks.

2. During non-instructional school breaks such as winter break, spring break, snow days or any other non-instructional student breaks, employees may change the shift they normally work, such as the second or third shift working earlier in the day than their normal shift. Head Custodians will communicate altered shift times within their buildings to the Custodial Specialist.
- E. During summer break employees shall have the option to either work a 5-day 8-hour week or adjust to a 4-day 10-hour week. Employees will determine their work week preference and submit it to their Head Custodian and the Custodial Specialist for approval no less than 30 days prior to the expected last day of school.
1. If a change shall be needed after 30 calendar days from the last day of school or mid break, approval from the Custodial Specialist will be required. Custodians working day shift during the summer shall not be subject to shift premiums.
 2. All employees will stay on their regular payscale for all alternate and summer schedules.
- F. Summer team cleaning may be utilized by the Custodial Specialist. If the Custodial Specialist plans to utilize team cleaning, he/she will meet with the Head Custodians no less than 30 calendar days prior to the last day of school to devise a timeline in which they shall work to clean and finish each of their buildings.
1. Head Custodians will be responsible for their own buildings and equipment.
 2. Once buildings are deemed ready for the following school year, the Custodial Specialist or Designee may direct the team, including the Head Custodian, to assist in another building. It is understood that special circumstances may impact summer cleaning schedules.

ARTICLE 10 - 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.
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- 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 non bargaining unit position shall have their seniority frozen while outside the bargaining unit and upon return can begin earning seniority from where they exited.
- F. Seniority of employees on Board approved voluntary leaves shall be frozen for the duration of such leaves. Employees on approved medical, disability, or military leaves of absence shall continue to accrue seniority during said leaves.

ARTICLE 11 - LAYOFF AND RECALL

- A. Layoff is defined as a reduction of the workforce. If layoff becomes necessary it shall be conducted in the following manner:
 - 1. Probationary employees.
 - 2. Floaters
 - 3. Seniority
- B. A list 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.
- C. 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.

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. Requests to extend the probationary period must be submitted in writing to Human Resources by the Custodial Specialist.
- C. There shall be no seniority among probationary employees.

- D. 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. The association will be notified when any member of the unit has completed their probationary period.
- E. 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.
- F. All benefits not specifically excluded by this Agreement shall begin with the first day of employment.

ARTICLE 13 – ANNUAL EVALUATIONS

- A. Annual evaluations as detailed in Appendix C and D will be conducted as a formal meeting between individual employees and the Custodial Specialist. These meetings will be held in person between May 1 and August 15th of each year.
 - 1. General Custodian annual evaluations will be completed by the Custodial Specialist with feedback from the Head Custodian at the applicable building.
 - 2. Head Custodian annual evaluations will be completed by the Custodial Specialist with feedback from the Building Principal.

A custodian who is rated as “needing support” shall have the following due process rights to challenge said rating:

- a. The custodian may request a review meeting of the evaluation and the rating to the district’s Human Resources. Such a request must be made in writing within 30 calendar days after the custodian is informed of the rating and a meeting with the HR Director shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the custodian within thirty (30) calendar days after the meeting.
- b. If the employee is not in agreement with the decision of the Human Resources Director, they may appeal to the Superintendent in writing within 15 days. The Superintendent’s decision on the matter will be final.

ARTICLE 14- VACANCIES AND PROMOTIONS

- A. Vacancies/promotions within the bargaining unit shall be posted internally and filled if applicable before externally posting or filling the position.
- B. Previous existing positions and newly created positions that are declared vacant shall be posted.

- C. Vacancies/promotions within the bargaining unit shall be made on the basis of qualifications, annual reviews, and attendance. In the event there are no qualified applicants from within the bargaining unit, external applicants will be considered. For purposes of interpretation, where qualifications are essentially equal between applicants, seniority will prevail.
- D. A promotion is defined as movement from an employee's current pay scale to a higher pay scale as defined in Article 27 - Salary/Compensation.
- E. When receiving a promotion, the employee will start on the corresponding step concurrent with the current step they are on.
- F. In the event of promotion in the department, the employee shall be given a thirty (30) work day trial 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 and wage, with no discipline administered. 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 15 - DISCIPLINE AND DISCHARGE

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 Custodial Specialist 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 with collaboration between Human Resources & Custodial Specialist or designee.
 - d. Step 4 – May be recommended for 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.

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.

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.

The discharged or disciplined employee will be allowed to discuss their discharge or discipline with the Association representative of their unit, and the Employer will make available an area where they may do so before they are required to leave the property of the Employer.

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.

The Local President shall be notified when an employee who has not acquired seniority status is suspended or discharged.

- A. Disciplinary actions for work habits consist of misconduct including but not limited to: failure to fulfill job duty, misuse of handling or using chemicals or supplies, misuse of company time, not following outlined attendance procedure, etc. .
- B. Disciplinary actions for gross misconduct resulting in non-paid suspension or termination shall include, but are not limited to: theft, fraud, harassment, bullying, etc.
 - 1. Gross misconduct is defined as a deliberate act or omission that goes against the standards of behavior expected in the workplace.
- C. A demotion within the bargaining unit is defined as an employee moving from their current pay scale to a lower payscale based upon progressive discipline or annual reviews except in cases of gross misconduct the employer may demote the head to a general custodian on the same step rate.
- D. Discipline that is four years or older will not be considered for disciplinary action unless it is unprofessional conduct.

ARTICLE 16– GRIEVANCE / ASSOCIATION REPRESENTATIVE

- A. A "grievance" is defined as an alleged violation of a specific Article or section of this Agreement.
- B. The term "custodian" may include any individual or group covered by this Agreement.

- C. The "grievant" is the person making the claim.
- D. Purpose – The purpose of this procedure set forth in this Article is to provide relief of an alleged violation to the grievant, as quickly as possible, on any condition as defined in Section A.
- E. 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.
- F. 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.
- G. 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.
- H. Grievance Process: 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 Custodial Specialist. 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 Custodial Specialist 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 Human Resources within five (5) calendar days of the immediate Custodial Specialist's written response at the informal discussion level or the deadline to make such a written response, whichever is earlier. Human Resources will schedule a meeting with the Grievant, in which the meeting will occur within ten (10) calendar days after that Director receives a completed grievance form.
- I. After that meeting, 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 Human Resources 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.
- J. After that meeting, the Superintendent will have ten (10) calendar days to schedule a meeting with the Grievant and Human Resources, in which the meeting will occur within ten (10) calendar days after Human Resources issued a written response to the Grievant.
- K. After that meeting, the Superintendent will have five (5) calendar days to issue a written response to the grievance, which will be final.

ARTICLE 17 - HOLIDAYS

Each custodial employee who is regularly scheduled to work the week of a holiday and who works the workday before and after the holiday listed below will receive a full days pay for the following days:

- A. Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving day, Christmas Day*, Christmas Eve*, New Years Day*, New Years Eve*, MLK Day, Presidents Day**, Memorial Day and Juneteenth.
 - 1. *When Christmas Eve, Christmas, New Year's Eve & New Year's Day fall on a Saturday or Sunday, replacement days will be determined in collaboration with the Custodial Specialist and Association representation.
 - 2. **President's Day will be granted if/when the school calendar lists school as a non-instructional day.
- 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.
- C. PTO used the workday before or after a holiday must have prior approval from the Custodial Specialist to qualify for holiday pay.

ARTICLE 18 - SCHOOL CLOSING DAYS

When the district is declared closed for students due to inclement weather, heating problems, road conditions or other problems that may arise, custodial employees will work unless notified otherwise by the employer. If any individual building(s) is declared closed to students due to problems that may arise, custodial employees in that building will work at the request of the Custodial Specialist or designee with no additional compensation beyond what they normally would have received. All affected employees will be required to work.

- A. An employee calling to report they cannot arrive at work at their normal time due to inclement weather shall give an estimated arrival time. The estimated arrival time will be within two (2) hours of the employee's normal starting time. Once they arrive, employees will be expected to work the same number of hours as regularly scheduled unless excused by the Custodial Specialist or designee.
- B. Any custodial employee that works a full day on a school closing day, will receive eight (8) hours of PTO in exchange for working a full day not to exceed forty-eight (48) hours of PTO total for the fiscal year.
- C. If the Custodial Specialist or designee shall call off a shift but allow an alternative shift to work in the same day to gain 8 hours PTO, the shift called off may speak with the Custodial Specialist or designee to report at a later start time to work a full day and gain 8 hours PTO.
- D. Any employee who is unable to report for work due to inclement weather shall not be paid for the hours not worked, with the following exceptions:

1. 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. Appropriate call in procedure shall be within one hour of the outreach notification that school has been canceled.
 - a. If PTO is exhausted, discipline will not be administered for an appropriate call in on a school closing day once the outreach notification has been sent.
2. If the employer notifies employees that they are not expected to report for work on days when school is declared closed for students, PTO days will not be deducted when employees do not work. All employees will receive their regular pay on such days.
3. PTO days that are scheduled in advance of the notice of school closing shall be honored.
4. 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 and their earned full PTO for working that day.

ARTICLE 19 – PAID TIME OFF

- A. Custodial employees shall be granted paid time off ("PTO") as follows. A benefit year in this Article is July 1 to June 30 (i.e, a fiscal year).

New Employees hired after July 1, will have their PTO prorated. PTO time will be front loaded on July 1 but considered earned during the current year. Any employee leaving employment prior to the end of the fiscal year shall have PTO days prorated based upon actual days worked. Reimbursement to the District for unearned days may be required.

0-1 year	11 days
2 - 4 years	16 days
5 - 9 years	21 days
10 + years	26 days

- B. PTO shall be granted on July 1st.
- C. Employee's PTO is subject to their request and the approval by the Custodial Specialist or their designee. The Head Custodians will schedule their PTO time off with their building administrator, subject to the final approval of the Custodial Specialist or their designee.
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- D. No more than forty (40) scheduled PTO hours (5 days) per fiscal year shall be used consecutively by any custodial worker during instructional days when school is in session, unless approved by the Custodial Specialist.

- E. No more than eighty (80) scheduled PTO hours (10 days) per fiscal year may be used consecutively during non-instructional days when school is not in session, unless approved by Custodial Specialist or designee.
- F. PTO requests of forty (40) or more consecutive hours during student days must be submitted in writing not less than thirty (30) days prior to the commencement date. Normally PTO requests for less than forty (40) hours will be submitted forty-eight (48) hours in advance; however, the forty-eight (48) hour requirement may be waived in certain circumstances; such as, the employee's personal emergency.
- G. PTO hours requested off will be required to match the amount of hours for the employees scheduled shift to match 40 hours a week. If working 4 days/10 hour days, the requested day would be for 10 hours. If working 5 days/8 hour days the requested day would be for 8 hours.
- H. Upon retirement, resignation, or permanent layoff, PTO time accumulated will be paid to employees based upon the time the employee has worked. See Article 21 B - Leaves.
- I. Any unused PTO time as of June 30th will be carried over to the next fiscal year, up to a maximum 60 days.
- J. Employees may be granted unpaid days off with pre-approval by the Director of Human Resources.

ARTICLE 20 - EARNED SICK TIME ACT

ESTA states an employer satisfies its ESTA leave obligation "if the employer provides any paid leave in at least the same amounts as that provided under [ESTA] that may be used for the same purposes and under the same conditions as provided in [ESTA] and that is accrued at a rate equal to or greater than the [ESTA] rate." MCL 408.963(5).

Employees can use accrued PTO for any of the following reasons as if they were using earned sick time via the Earned Sick Time Act.

- The employee's mental or physical illness, injury or health condition; medical diagnosis, care or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- For the employee's family member's mental or physical illness, injury or health condition; medical diagnosis, care or treatment of the employee's family members mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee.
- If the employee or the employee's family member is a victim of domestic or sexual assault, for medical care or psychological injury or disability; to obtain services from a victim services organization; ~~to relocate due to domestic violence or sexual assault; to obtain legal services;~~ or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

- For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- For the closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

ARTICLE 21 - 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 in order to return back to work.
- 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 ($\frac{1}{2}$) his/her current rate. In cases of death full payment shall be made to the employee's beneficiaries or to the employee's estate if there are no beneficiaries. In no event shall such payments exceed the following percentages of an employee's average annual income from Grand Ledge Public Schools in the past three (3) years:
1. 20 years or more 23%
 2. 16 years to 19 years 18%
 3. 12 years to 15 years 13%
- C. Funeral Leave - Paid funeral leave of up to forty (40) hours (5 days) shall be granted per death in the immediate family. Immediate family is defined as spouse/domestic partner, children, parents, brothers, sisters, grandparents, (this includes any "step" and in-laws for all categories). This leave will not be deducted from the employee's PTO bank. Eight (8) hours (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. Family Medical Leave Act - In accordance with the Federal Family Medical Leave Act (FMLA), bargaining unit employees, who have been employed by the District for at least twelve (12) months, shall be eligible for up to twelve (12) weeks of an unpaid family medical leave if they have worked at least 1,250 hours during the 12 months immediately preceding the start of the leave. The 1,250 hours means "hours worked" and does not include paid vacation, sick time, holiday pay, paid FMLA leave and any other pay for hours not actually worked. Employees are expected to use their accrued paid time off before going on unpaid FMLA. Requests for unpaid FMLA leave must be approved by HR on a case by case basis and will be considered in collaboration with the employee.
3. 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.
4. 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.
5. When approved in advance by the employee's Custodial Specialist or designee, conference costs and travel expenses at the current IRS rate will be reimbursed by the Board.

ARTICLE 22 - JURY DUTY

An employee who serves on jury duty will be paid their regular salary, provided the employee endorses any check received and turns it into the Business Office for such jury duty. A substitute employee will be provided by the employer, for the p.m. shift employee involved in jury duty, if determined necessary by the Custodial Specialist or 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 23 - 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 24 – 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 in the last month that the employee leaves the school district. From July 1, 2025 through December 31, 2025, the single subscriber rate for health insurance rate will remain as the level established for the custodial group as of January 1, 2025. Beginning January 1, 2026 the Board of Education will provide single subscriber "subsidies" for health insurance per the current Teachers Union Contract.
 - 2. Employees may choose to receive the cash in lieu (CIL) stipend in the amount of \$320 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 25 – SALARY/COMPENSATION

All new employees will be placed on the applicable payscale for the position in which they are hired. New employees will be placed on the pay scale applicable to the position for which they are hired. If an employee is placed higher than a step 4, the Association will be informed as to the step placement and rationale.

On July 1, 2025, all employees will remain on the step that they were on during the 2024-2025 fiscal year, except the Delta Mills head custodian will be moved to the next step. On July 1, 2026 and July 1, 2027, all employees who have completed their probationary period as of July 1 will be moved to the next applicable step on the payscale.

If a general custodial or floater is asked to cover for a head custodian, they shall be paid at a lateral head custodian wage for the period of time they are covering that shift.

Position and Salary Scale Descriptions

- First Shift - Start times between 6:00 am and prior to 11:00 am.
- Second Shift - Start times between 11:00 am and prior to 7:00 pm.
- Third Shift - Start times between 7:00 pm and prior to 6:00 am.

General Custodians (2nd Shift/Floaters) - a custodian assigned to perform custodial duties during the second (2nd) shift, typically occurring in the late afternoon and evening hours (e.g., 3:00 PM to 11:00 PM, or as otherwise scheduled by the employer).

First (1st) Shift Custodians/Delta Mills Head - a custodian and head custodian (Delta Mills) assigned to perform custodial duties during the first shift, typically during daytime operational hours (e.g., 7:00 AM to 3:00 PM, or as otherwise scheduled by the employer).

Third (3rd) Shift Custodians - a custodian assigned to perform custodial duties during the third shift, typically overnight hours (e.g., 11:00 PM to 7:00 AM, or as otherwise scheduled by the employer).

Head Custodians - head custodians are responsible for overseeing the custodial operations of a facility, including the monitoring and coordination of custodial staff across all shifts. Duties include assigning daily tasks, ensuring the cleanliness and maintenance of the building and grounds, maintaining supply inventories, inspecting work for quality and compliance with standards, and reporting maintenance issues or safety concerns to appropriate personnel. The Head Custodian may also perform routine custodial duties and is expected to serve as a liaison between custodial staff and the Custodial Specialist.

2025-2026

Steps	General Custodian (2nd Shift and Floaters)	3rd Shift Custodians	1st Shift Custodians / Delta Mills Head	Head - Delta Center, Holbrook, Wacousta, Willow Ridge, Sawdon, Neff	Head - Hayes Intermediate	Head - High School, Beagle Middle
1	15.00	15.50	16.00	18.00	18.50	19.00
2	15.50	16.00	16.50	18.50	19.00	19.50
3	16.00	16.50	17.00	19.00	19.50	20.00
4	16.50	17.00	17.50	19.50	20.00	20.50
5	17.00	17.50	18.00	20.00	20.50	21.00
6	17.50	18.00	18.50	20.50	21.00	21.50
7	18.00	18.50	19.00	21.00	21.50	22.00
8	18.50	19.00	19.50	21.50	22.00	22.50
9	19.00	19.50	20.00	22.00	22.50	23.00
10	19.50	20.00	20.50	22.50	23.00	23.50

2026-2027

Steps	General Custodian (2nd Shift and Floaters)	3rd Shift Custodians	1st Shift Custodians / Delta Mills Head	Head - Delta Center, Holbrook, Wacousta, Willow Ridge, Sawdon, Neff	Head - Hayes Intermediate	Head - High School, Beagle Middle
1	15.25	15.75	16.25	18.25	18.75	19.25
2	15.75	16.25	16.75	18.75	19.25	19.75
3	16.25	16.75	17.25	19.25	19.75	20.25
4	16.75	17.25	17.75	19.75	20.25	20.75
5	17.25	17.75	18.25	20.25	20.75	21.25
6	17.75	18.25	18.75	20.75	21.25	21.75
7	18.25	18.75	19.25	21.25	21.75	22.25
8	18.75	19.25	19.75	21.75	22.25	22.75
9	19.25	19.75	20.25	22.25	22.75	23.25
10	19.75	20.25	20.75	22.75	23.25	23.75

2027-2028

Steps	General Custodian (2nd Shift and Floaters)	3rd Shift Custodians	1st Shift Custodians / Delta Mills Head	Head - Delta Center, Holbrook, Wacousta, Willow Ridge, Sawdon, Neff	Head - Hayes Intermediate	Head - High School, Beagle Middle
1	15.50	16.00	16.50	18.50	19.00	19.50
2	16.00	16.50	17.00	19.00	19.50	20.00
3	16.50	17.00	17.50	19.50	20.00	20.50
4	17.00	17.50	18.00	20.00	20.50	21.00
5	17.50	18.00	18.50	20.50	21.00	21.50
6	18.00	18.50	19.00	21.00	21.50	22.00
7	18.50	19.00	19.50	21.50	22.00	22.50
8	19.00	19.50	20.00	22.00	22.50	23.00
9	19.50	20.00	20.50	22.50	23.00	23.50
10	20.00	20.50	21.00	23.00	23.50	24.00

* The Hayes Head Custodian in the position as of June 18, 2025 will be grandfathered into the Head Custodian - High School/Beagle salary schedule for the remainder of their employment as the Hayes Head Custodian.

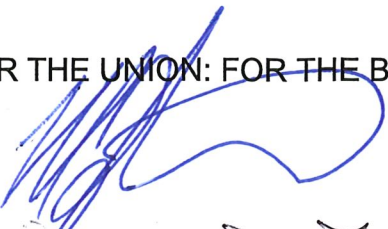
If any employee is called in to work and the hours are outside their normally scheduled hours, they shall be paid for a minimum of two (2) hours at the appropriate overtime rate. If the call-in is connected to the employee's regular shift, the call-in overtime shall count as the hours in excess of eight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

ARTICLE 26 - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2025 except as otherwise stated herein and shall continue in effect until June 30, 2028.

FOR THE UNION: FOR THE BOARD OF EDUCATION:

By:



By:



By:



By:



By:



By:



By:



By:



By:



Dated this 27 day of June, 2023.

APPENDIX A

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. Deputy Superintendent

Date Grievant Submitted Grievance to Deputy Superintendent: _____

Date HR Director Received Grievance: _____

Date of Meeting with HR Director: _____

Meeting Participants: _____

HR Director Grievance Response: _____

Deputy Superintendent 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 _____

EMPLOYEE'S REPORT OF INJURY**PERSONAL INFORMATION**

NAME _____		CLAIM # _____
ADDRESS/CITY _____	HOME PHONE _____	CELL PHONE _____
Gender: <input type="radio"/> MALE <input type="radio"/> FEMALE		
DATE OF BIRTH _____	SOCIAL SECURITY NUMBER _____	
OCCUPATION _____	EMPLOYER _____	LOCATION _____
EMPLOYER ADDRESS/CITY _____		
NUMBER OF DAYS PER WEEK _____	NUMBER OF HOURS PER DAY _____	NORMAL DAYS OFF _____
LENGTH OF EMPLOYMENT _____	WAGES (HOURLY RATE OF PAY) _____	

INJURY INFORMATION

DATE OF INJURY _____	TIME _____	DATE INJURY REPORTED _____
Accident reported to: _____		By (name): _____
Who witnessed accident (name & address for each person listed)? _____		

Describe fully how injury happened (continue on back if necessary): _____		

What part(s) of your body was injured? _____		
Did you stop work as a result of your accident? <input type="radio"/> YES <input type="radio"/> NO When: _____		
Was your pay continued during any part of your disability? <input type="radio"/> YES <input type="radio"/> NO		
If so, for what period? _____		Last day for which you were paid? _____
If not working, date you expect to return to work? _____		If you did return to work, list date? _____
Do you plan to seek medical treatment? <input type="radio"/> YES <input type="radio"/> NO If yes, where? _____		
Are you still under medical treatment? _____		How often do you receive treatment? _____
NAME OF DOCTOR _____	ADDRESS/CITY _____	PHONE _____

SIGNATURE

SIGNATURE _____	DATE _____	CLAIM # _____
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APPENDIX C



Custodial Annual Evaluation Form

Employee Name:	
Employee Title:	
Department:	

Instructions:

This form is designed to be completed by the supervisor, providing a narrative to review key performance metrics in the following 9 areas during the (time to be reviewed) period.

- A. Performance
- B. Initiative
- C. Problem Solving
- D. Professional Knowledge
- E. Professional Appearance
- F. Peer Relationships
- G. Attendance
- H. Community Relations

In addition, there is a space to set goals for both performance improvement and employee development.

Performance Metrics	<i>Effective - 3 pts.</i> <i>Developing - 2 pts.</i> <i>Needs Support - 1pt.</i>	Head Custodian Feedback
A. Performance - Custodian's ability to perform job duties aligned with their job description. Strengths and weaknesses and commitment to improve.		
B. Initiative - Ability to assess and initiate things independently.		
C. Problem Solving – Judgment, logical thinking, creativity, imagination.		

D. Professional Knowledge – Understanding of theory, techniques, practices, and principles.		
E. Peer Relationships – Ability to function as an effective member of the Custodial Team.		
F. Attendance – follows procedural time off request, call in, and leaving early.		
G. Community Relations – Promotion of a positive image of the school in the community.		
TOTAL POINTS		

Performance Goals
1.
2.
3.

Professional Development Goals
1.

2.

3.

By signing this form, you confirm that you have discussed this review in detail with your supervisor. Signing this form does not necessarily indicate that you agree with this evaluation.

Employee Name (Print)	Date	Supervisor Name (Print)	Date

Employee Signature	
---------------------------	--

Supervisor Signature	
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APPENDIX D



Head Custodian Annual Evaluation Form

Employee Name:	
Employee Title:	
Department:	

Instructions:

This form is designed to be completed by the supervisor, providing a narrative to review key performance metrics in the following 9 areas during the (time to be reviewed) period.

- A. Leadership
- B. Initiative
- C. Problem Solving
- D. Professional Knowledge
- E. Administrative Skills
- F. Build & Maintain Employee Morale
- G. Peer Relationships
- H. School Community Relationships
- I. Attendance

In addition, there is a space to set goals for both performance improvement and employee development.

Performance Metrics	Effective - 3 pts Developing - 2 pts. Needs Support - 1 pt	Manager Feedback
A. Leadership - Willingness to make decisions and accept responsibility; ability to bring about desired changes.		
B. Initiative - Ability to assess and initiate things independently.		
C. Problem Solving – Judgment, logical thinking, creativity, imagination.		

D. Professional Knowledge – Understanding of theory, techniques, practices, and principles.		
E. Administrative Skills – Planning, organizing, and communicating.		
F. Build & Maintain Employee Morale – Interpersonal relations, delegation of authority, willingness to listen to and accept viewpoints of others.		
G. Peer Relationships – Ability to function as an effective member of the District Leadership Team		
H. School Community Relationships – Relations with students, parents, and other school employees.		
I. Attendance – follows procedural time off request, call in, and leaving early.		
TOTAL POINTS		

Performance Goals
1.

2.
3.

Professional Development Goals	
1.	
2.	
3.	

By signing this form, you confirm that you have discussed this review in detail with your supervisor. Signing this form does not necessarily indicate that you agree with this evaluation.

Employee Name (Print)	Date	Supervisor Name (Print)	Date

Employee Signature	
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Supervisor Signature	
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