

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

JULY 1, 2007 - JUNE 30, 2008

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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 Unit II MEA/NEA, hereinafter referred to as the "Union."

ARTICLE 1 - RECOGNITION

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

Maintenance and Custodians

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

ARTICLE 2 - AID TO OTHER UNIONS

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

ARTICLE 3 - GENDER

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

ARTICLE 4 - NON-DISCRIMINATION

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

ARTICLE 5 - BOARD RIGHTS

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

ARTICLE 6 - EMPLOYEE RIGHTS

- A. The Union and its members shall have the right to use building facilities for meetings at such hours that do not interfere with the regular program of the school or any other activities that had previously been scheduled and approved by the Board or its representatives and subject to the Building Use Policy as adopted by the Board. Bulletin boards in lounges and workrooms shall be made available to the Union and its members.
- B. The Board agrees to make available to the Union for viewing and reproduction all pertinent information considered to be public in nature concerning the financial resources of the District, tentative budgetary requirements and allocations and such other appropriate information as will assist the Union.
- C. Duly authorized representatives of the Union and their respective affiliates shall be permitted to transact official local Union business on school property at all

reasonable times, provided that this shall not interfere with or interrupt normal school operations.

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

ARTICLE 7 - AGENCY SHOP

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union as established by the Union for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the local, state and national or pay to the Union each month a service fee in an amount established by the Union for the duration of this Agreement, on or before the ninetieth (90th) day following such effective date.
- C. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay the Union each month a service fee established by the Union for the duration of this Agreement commencing on or before the ninetieth (90th) day following the beginning of their employment in the bargaining unit.
- D. The Union agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency

costs that may arise out of or by reason of action by the Board for the purpose of complying with this Article.

- E. The Employer agrees to deduct from wages of any employee who is not a member of the Union, the Union's service fee, as provided in a written authorization executed by the employee. The written authorization for service fee deduction shall remain in full force and effect during the period of this Agreement.
- F. Service fee will be authorized, levied and certified in accordance with the Constitution of the Union. No employee shall be terminated during the pendency of any appeal relative to the level of service fee.
- G. The Employer agrees to provide this service without charge to the Union.

ARTICLE 8 - DUES CHECK-OFF

- A. The Employer agrees to deduct from the wages of any employee all Union dues or fees uniformly required as provided in a written authorization executed by the employee. The written authorization for Union dues or fees deduction shall remain in full force and effect during the period of this Agreement.
- B. Dues will be authorized, levied and certified in accordance with the Constitution of the Union. Dues may vary from member to member based on hours worked.
- C. The Employer agrees to provide this service without charge to the Union.
- D. Employees will be deemed to have complied with the requirement of this Article if they are not more than thirty (30) days in arrears in payment of the dues or service fee.
- E. The procedure in cases of non-compliance with the above provision shall be as follows:
 - 1. The Union shall notify the bargaining unit member of non-compliance by certified mail, with return receipt requested, explaining to the employee the delinquency in tendering the service fee, specifying the current amount of the delinquency, and warning the employee unless the delinquent service fee is paid or a properly executed deduction form is tendered within fourteen (14) days, the employee will be reported to the school district and a deduction of the service fee will be made from the employee's salary pursuant to applicable law.
 - 2. If the bargaining unit member fails to comply the Union shall give a copy of the letter sent to the delinquent bargaining unit member, proof of service and

the following written notice to the district at the end of the fourteen (14) day period:

The Union certifies that _____ has failed to tender the periodic service fee required as a condition of continued employment under the current Master Agreement and demands that, under the terms of the Master Agreement, the school deduct the delinquent service fee from the collective bargaining unit member's salary. The Union certifies the amount of the service fee includes only local, regional, state, and national fees as authorized by law."

3. The district, upon receipt of said notice and request for deduction, shall act pursuant to the above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Union, in enforcing this provision, agrees not to discriminate between bargaining unit members. No employee will be terminated during the pendency of any appeal relative to service fees. To the extent permitted by law, the district will continue to deduct from the above employee's wages the service fee, while employed by the District.
- F. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer or in reliance upon signed authorization cards or lists furnished to the Employer by the Union for the purpose of payroll deduction of dues.
- G. Employees shall tender the monthly membership dues and/or service fees by signing the official authorization form of the Union.
- H. When Deductions Begin - Check-off deductions under all properly executed authorization for check-off forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.
- I. Remittance of Dues to Financial Officers - Deductions for any pay period shall be remitted to the designated officer of the Union with an alphabetical list of names of all employees from whom deductions have been made as soon as clerically possible. The Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees who, through their employment status, are no longer subject to deductions.

ARTICLE 9 - UNION REPRESENTATIVE

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

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

- B. If Union Representative(s) are required by the Employer to attend grievance hearings or meetings when regularly scheduled to work, they will be reimbursed for such lost time by the Employer. No more than three (3) employees will be paid for any meeting.
- C. The Board and the Union agree to form an informal committee of two (2) Union representatives and two (2) administrators to discuss any areas of concern that either party may have. The Board will not make any major changes without going through this committee and will give due consideration to the Union's input. Union representatives required to attend meetings during working hours will be paid at their regular rate for all hours in attendance.

ARTICLE 10 - HOLIDAYS

- A. All Custodial and Maintenance employees who are regularly scheduled to work the week of a holiday and who work the workday before and after the holiday, when scheduled to work, shall be allowed days with pay as established in the school calendar adopted by the Board of Education.

Such days shall include Labor Day, Thanksgiving Day and the following Friday, Christmas Day and the day before, New Year's Day and the day before (when Christmas and New Year's fall on Saturday or Sunday, the corresponding Friday or Monday will be the paid holiday), President's Day, Memorial Day and Independence Day. One (1) floating holiday will be granted at the discretion of the employee.

If classes are scheduled on President's Day, for any reason, then employees will work that day and will be granted one (1) additional day of vacation in lieu of President's Day.

- B. When a paid holiday falls within an employee's vacation period, he/she will be paid for that holiday but shall not have that paid holiday counted as a vacation day.
- C. If an employee works on any of the designated holidays, he/she shall be paid double time.
- D. School Closings - When school is declared closed due to inclement weather, heating problems, road conditions or other problems that may arise,

custodial/maintenance employees will work unless notified otherwise by the employer. Employees must notify the employer if they can not arrive at work at their normal time and give an estimated arrival time. The estimated arrival time will be within two (2) hours of the employees' normal starting time. Once they arrive, employees will be expected to work the same number of hours as regularly scheduled unless excused by the Executive Director of Operations or designee.

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

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

1. An employee who is unable to report to work under this provision shall use vacation, personal or a floating holiday to cover the first day of absence. The second day an employee is unable to report under this provision the employee shall receive pay for one-half (1/2) day and be docked for one-half (1/2) day. Thereafter, employees will not receive pay for days they are unable to report to work under this provision. Application of this provision is on a fiscal year basis (July 1 – June 30).
2. If the employer notifies employees that they are not expected to report for work on days when school is canceled, leave days will not be deducted when employees do not work and all employees will receive their regular pay on such days.
3. Paid leave days that are scheduled in advance of the notice of school closing shall be honored.
4. Employees who have written verification from the medical profession that they were ill on a day school was closed shall be allowed to use paid sick leave.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

- A. No employee who has acquired seniority shall be disciplined or discharged without just cause. Normally, employees shall not be disciplined in public or in the presence of other workers.
1. 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 hearing concerning same. The

employee who has acquired seniority shall have the right to request Union representation but in no event will the hearing be held later than seventy-two (72) hours from notification.

- B. Notice of Discharge or Discipline - The Board agrees promptly upon the discharge or discipline of an employee who has acquired seniority status to notify the Union 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 who has acquired seniority status will be allowed to discuss his/her discharge or discipline with the Union 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 who has acquired seniority consider the discharge to be improper, a complaint shall be presented in writing through the Union 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 Union, the matter shall be referred to Level Two 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 union activity.
- F. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, nor impose discipline on an employee for falsification of his/her employment application after a period of two (2) years from his/her date of hire.
- G. The Local President shall be notified when an employee who has not acquired seniority status is suspended or discharged.

ARTICLE 12 - PROBATIONARY EMPLOYEES

- A. Employees hired into the bargaining unit shall be considered probationary for the first ninety (90) working days of their employment.
- B. There shall be no seniority among probationary employees.

- C. After the employee has completed the probationary period for his/her classification, he/she shall be entered on the seniority list of the unit and shall rank for seniority from his/her original date of hire.
- D. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 - Recognition of this Agreement, except for discipline or discharge. There shall be no recourse through the grievance procedure for discharge or discipline of an employee who has not acquired seniority status unless such action is taken against said employee because of union activity.
- E. Previous experience credit may be granted after the probationary period is satisfactorily completed and shall be retroactive to the original date of hire.
- F. All benefits not specifically excluded by this Agreement shall begin with the first day of the first full month following employment.

ARTICLE 13 - NO STRIKE CLAUSE

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

ARTICLE 14 - PROTECTION OF EMPLOYEES

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

ARTICLE 15 - GRIEVANCE PROCEDURE

- A. A grievance is defined as, and limited to, an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement. Any member or members of the Union or a representative may file a grievance.
- B. The term "days" shall be defined as workdays; exclusive of holidays, weekends, and vacation days provided for the unit by this Agreement. The number of days at each level are maximums. The time limits may be extended by mutual written agreement.
- C. The grievance shall be submitted in writing and shall include the following:
 - 1. A statement of the facts alleging the violation.
 - 2. The specific Article and/or Section of this Agreement which is alleged to have been violated.
 - 3. The specific relief which will resolve the grievance.
 - 4. The name(s) of the aggrieved party.
 - 5. Appropriate transmittal signatures and dates.
- D. Informal Procedure - Prior to initiating formal grievance procedures, the aggrieved party shall attempt to seek resolution with the appropriate supervisor.
- E. Formal Procedure

Level One

Supervisor's Level - Within five (5) days of the alleged violation of this Agreement or of the grievant's knowledge of its occurrence, whichever is first, the aggrieved party shall submit a written grievance to the immediate supervisor. Within five (5) days of receipt of the written grievance, the supervisor shall schedule a Level One hearing. In the event a Level One hearing is not scheduled within the five (5) day limitation, Level One shall be waived and the grievance referred to Level Two.

Within five (5) days of the hearing on the grievance, the supervisor shall render a decision in writing, transmitting a copy to the Union, the aggrieved party and the Deputy Superintendent.

Level Two

Superintendent's Level - If the decision of the supervisor is not satisfactory to the grievant, the Union, within five (5) days of receipt of the supervisor's decision, shall transmit to the Superintendent or his/her designee the Level One decision, and a statement of intent to file at Level Two.

Within ten (10) days of a Level Two grievance, the Superintendent or his/her designee shall schedule a Level Two hearing.

Within five (5) days of the hearing on the grievance, the Superintendent or his/her designee shall render a decision in writing, transmitting a copy to the Union and to the aggrieved party.

Group grievances may be started at Level Two provided they are reduced to writing within ten (10) days of their occurrence or knowledge of occurrence.

Level Three

In the event the Union is not satisfied with the disposition of the grievance at Level Two, the Union must provide written notice of intent to submit the grievance to arbitration within fifteen (15) days after the receipt of the decision in Level Two.

After receipt of a notice of intent to arbitrate, the parties shall meet in an attempt to agree on an arbitrator. If the parties are unable to mutually agree on an arbitrator, then the Union may submit the matter to the Michigan Employment Relations Commission or American Arbitration Association requesting that an arbitrator be selected with their assistance and under their rules. All arbitral proceedings shall be conducted in accordance with the rules established by the American Arbitration Association.

The arbitrator shall have no power to amend, alter or modify this Agreement or any supplementary agreement.

The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award shall not be based on other extra contract matters not specifically incorporated in this Agreement.

There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Union, the Board and on all parties.

The arbitrator shall have no power to establish salary schedules or set or alter hourly rates.

No decision of the arbitrator in any one (1) case shall require retroactive adjustment in any other case.

The expenses of the arbitration proceedings shall be borne equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

The Grievant and recognized representatives of the Union who are called as witnesses shall not suffer any loss in their regular wages. The Union shall be

responsible to reimburse the employer for the wages, FICA and retirement of other employees it calls to testify at an arbitration hearing. Employees shall notify their Supervisor of their anticipated absence for the arbitration hearing at least two (2) days in advance.

The arbitrator shall not be empowered to rule on matters which are subject to applicable federal, state or civil regulatory procedures. This provision shall not be construed to unreasonably restrict utilization of the grievance procedure.

- F. Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed or any extension which may be agreed to shall be deemed settled on the basis of the Union's demand. Any grievance not carried to the next step by the Union with the prescribed time limits, or any extension which may be agreed to, shall be automatically closed upon the basis of the Employer's last disposition.
- G. Employees shall be allowed representation at all levels of the Grievance Procedure by authorized Union Representatives as provided under the Public Employment Relations Act.

ARTICLE 16 - VACATIONS

- A. Vacation time for custodians and maintenance employees shall accumulate as follows:
 - 1. New Employees:
 - a. Any new employee, upon the successful completion of the 90 working-day probationary period and hired prior to February 1st will qualify for one week of vacation.
 - 2. Starting their second year of employment ten (10) days.
 - 3. Starting their fifth year of employment fifteen (15) days.
 - 4. Starting their tenth year of employment twenty (20) days.

Vacation time shall be granted on July 1 (except new employees..see above language Article 16 A. 1a.) in each new fiscal year (July 1 - June 30) of eligibility.

- B. Subject to scheduling with the Head Custodian for General Custodians and subject to the final approval of the Executive Director of Operations or designee, employees will be allowed to use vacation days. The Head Custodians will schedule their vacation with their building administrator, subject to the final approval of the Executive Director of Operations or designee. No more than ten (10) days may be used consecutively during the summer. Up to three (3) employees may use up to

twenty (20) days consecutively during the summer, based on earliest approved request.

1. Vacation requests shall be in writing and will be responded to promptly.
- C. Vacation benefits are non-accumulative. Vacation days credited on July 1st, must be used up by June 30 of the fiscal year in which they are credited.
- D. Vacation requests of more than five (5) consecutive days must be submitted in writing not less than thirty (30) days prior to the commencement date. Normally vacation requests for less than five (5) days will be submitted forty-eight (48) hours in advance; provided, however, the forty-eight (48) hour requirement is waived in certain circumstances; such as, the employee's personal emergency, if scheduling permits, the employee is in danger of losing accumulated vacation time, etc.
- E. Vacation credit not used shall be paid based on the employee's current rate of the last payroll date of the school year when earned, and employee will receive payment on second pay of July of new fiscal year.
- F. Upon retirement, resignation, or permanent layoff, vacation time accumulated will be paid to employees based upon the time the employee has worked during that period on a monthly basis in connection with Article 16 Vacations.

ARTICLE 17 - VACANCIES, TRANSFERS, AND PROMOTIONS

- A. A vacancy shall be defined as a newly created position or a present position that is not filled and which the Employer intends to fill. If a vacancy can be filled by the recall of a laid off employee to the position he/she was laid off from, said vacancy shall not be posted.
- B. All vacancies shall be sent to the head custodian of each building to be posted in a conspicuous place in each building of the District for a period of five (5) workdays, except as provided below. Said posting shall contain the following information:
 1. Location of work
 2. Starting date
 3. Rate of pay
 4. Hours to be normally worked
 5. Classification
 6. Minimum qualifications

Copies of postings will be sent to the local Union President prior to posting. Interested employees shall apply in writing to the Deputy Superintendent, or designee, within the five (5) day posting period.

C. Vacancies within the bargaining unit shall be filled on the basis of seniority and qualifications. For the purpose of this Agreement, classifications shall be defined as follows:

1. General Custodian
2. Head Custodian
3. General Maintenance
4. Maintenance Technician I (replaces foreman position - emphasis on facilities/grounds)
5. Maintenance Technician II

Both parties recognize the use of seasonal labor during specific times of the school year. The intent of seasonal labor is to assist bargaining unit members in peak demand periods related to general maintenance. Also, if seasonal labor total work time comes close to 2,000 hours (excluding emergencies) then the Employer will post a new position. This will be monitored on a yearly calendar from July 1 to June 30.

D. Within fifteen (15) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union. In the event the senior applicant is denied the position or fails during the trial period, reasons for the denial or failure shall be given to both him/her and to the local Union President.

E. Job descriptions may be obtained by all current bargaining unit members and by all new bargaining unit members when hired by the District. The descriptions will include at a minimum:

1. Job title and description
2. Minimum qualifications
3. General statements of required tasks and responsibilities.

Any postings shall be based upon said job descriptions. Job descriptions may be changed by the Employer after notification and consultation with the Union. When job descriptions are revised, copies will be given to all bargaining unit members.

F. In the event of promotion in the department, the employee shall be given a thirty (30) workday trial, fifteen (15) days of which shall be during the school year, in which to show his/her ability to perform on the new job. The Employer shall give the promoted employee reasonable assistance to enable him/her to perform up to Employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period, the employee shall be returned to his/her previous assignment. Positions shall not be considered

permanent vacancies until the employee vacating the position has completed the trial period in his/her new position. During any trial period, employees will receive the rate of pay for the job they are performing.

- G. Involuntary transfers or permanent shift changes will be minimized and made only for good and sufficient reason. However, no employee who has been involuntarily transferred will realize a reduction in pay. Employees required to work in a higher paying job shall be paid the rate of the higher paying job. Should an employee voluntarily transfer to a lower paying job, his/her hourly rate shall be commensurate with the new position.
- H. The Board reserves the right to make temporary changes in the work location of employees. Except in cases of emergency, the Board will provide the affected employee with at least one (1) week's notification of the change, the specific reason for the change, and the reason for moving that person. The Board will not use this provision to discriminate against any employee for any reason.
- I. Voluntary Transfers
 - 1. Employees wishing to transfer from their existing assignment may submit a letter stating such a request to the Executive Director of Operations or designee. All letters shall remain on file and be effective for a period of one (1) year.
 - 2. Transfers granted under this provision shall be to positions which are unoccupied by any bargaining unit member at the time of transfer.
 - 3. All requests will be reviewed and evaluated on a seniority and qualifications basis by a Joint Management/Union Transfer Committee. For purposes of interpretation, where qualifications are essentially equal between applicants, seniority will prevail.
 - 4. The Joint Management/Union Transfer Committee shall include at least one (1) bargaining unit member from each classification.
 - 5. Lateral transfers (a transfer with no change in the base hourly rate) will not include any trial period. The transferring bargaining unit member shall not be required to serve a trial period.
 - 6. Transfers involving promotion (an increase in the base hourly rate or a more desirable position) will include a thirty (30) day trial period per Section F above.
 - 7. Only one (1) lateral transfer will be allowed per employee per school year.

ARTICLE 18 - LEAVES

- A. All employees who have successfully completed their ninetieth (90th) day of employment shall be allowed one (1) paid sick day per month of active employment with an unlimited accumulation.

A day is defined as the length of the employee's regularly scheduled workday. A change in an employee's regularly scheduled workday will require a recalculation of the accumulated sick leave. For example, an employee who has accumulated twenty (20) days of sick leave working a four (4) hour day is changed to a regularly scheduled eight (8) hour workday, now this employee would have eighty (80) hours of sick leave worth ten (10) days sick leave accumulation in the new eight (8) hour position.

Each year, employees shall receive a statement of the number of sick days accumulated as of July 1 with their first regular paycheck in July.

- B. Accrued sick leave may be used for the following reasons:
1. Personal illness or injury.
 2. When the employee is taken ill on the job.
 3. Illness in the immediate family.
 4. For appointments with doctors or dentists if they cannot be scheduled at a time other than during the work day.
 5. "Approved personal reasons": This leave is to be interpreted as leave that shall be used only for the purpose of handling personal affairs which cannot be transacted on the weekend or after work hours. It is not to be used for casual or indiscriminate use. The employee must submit a request for such leave five (5) days prior to its use, whenever possible. No more than two (2) days per year may be used for this purpose.
- C. To be eligible for sick leave, the employee must notify the Operations Office at least two (2) hours prior to the time he/she is to report to work.
- D. The Board reserves the right to require a physician's statement upon return from an absence because of illness or injury.
- E. Upon retirement or resignation from employment, an employee with a minimum of twelve (12) years of service shall be paid for all unused sick leave based on one-half (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%

F. At the expiration of accumulated days, an employee may request voluntary health leave without pay, subject to the following Section.

G. Other Leaves

1. Employees may, at the discretion of the Board of Education, be granted voluntary leave, without pay, during any school year for a period of up to one (1) year. All such requests must be submitted in writing and the full conditions of the agreement must be in writing, including the assignment of the employee upon return, and effect, if any, of the leave on the salary schedule. Such requests must be submitted at least fifteen (15) days prior to the starting date of the leave. The seniority of a bargaining unit member shall be frozen for the duration of any such leave. Whenever a voluntary leave is granted, written notice shall be prepared and submitted to the President of the Grand Ledge Unit II, MEA/NEA for initialing and then shall be faxed to the MEA/NEA Uniserv Director at any such fax number as is provided to the employer. The purpose of this notice is to provide the necessary information for preparing and updating the seniority list.

2. Military leave will be granted to any regular employee who may enlist or be conscripted into the military forces of the United States for service or training. Upon return from such leave the employee shall be returned to a comparable position with full credit on the salary schedule for time in military service.

3. An employee absent from the job to attend an approved meeting shall receive regular pay with no time charged against sick leave.

4. When approved in advance by the Executive Director of Operations or designee, conference costs and travel expenses at the current IRS rate will be reimbursed by the Board. Membership charges shall be the responsibility of the employee unless approved in advance by the Executive Director of Operations or designee.

5. Medical or Disability Leave

a. A medical or disability leave of up to one (1) year shall automatically be granted upon presentation of a doctor's statement.

1. The Board reserves the right to require a second (2nd) opinion by a Board appointed physician at Board expense before granting a medical leave. The second (2nd) opinion will be

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

2. If those two (2) physicians disagree, the parties will choose a third (3rd) physician whose opinion shall be conclusive. The third (3rd) physician shall be paid for by the Board unless the employee's insurance covers his/her fee.
 - b. The employee may request an extension at the end of the leave.
 - c. Upon return, the employee shall assume a position with equal hours.
 - d. For such leaves that last longer than one (1) year, the employee shall return to a vacancy in his/her former classification. Should no vacancy be available, the employee shall be permitted to displace the least senior employee in his/her former classification working the same or less number of hours.
- H. Funeral Leave - Paid funeral leave up to three (3) days shall be granted for a death in the immediate family. Immediate family is defined as spouse, brothers, sisters, parents, parents-in-law, sons, daughters (including stepchildren), grandchildren or other close relative residing in the employee household. One (1) day funeral leave may be granted for aunts, uncles and grandparents. Verification of use of funeral leave may be required by the Employer for aunts, uncles and grandparents.

ARTICLE 19 - RETIREMENT

- A. The Grand Ledge Public Schools will contribute the legally mandated percentage of each employee's salary to the Michigan Public Employee's Retirement System.
- B. The Board of Education will pay a retirement benefit of fifty dollars (\$50) for each year that an employee has been employed with the Grand Ledge Public Schools based on his/her seniority date at the time of his/her retirement. To qualify for this benefit, the employee must have a seniority date with a minimum of ten (10) years service.

ARTICLE 20 - GENERAL WORKING CONDITIONS

- A. The Board agrees to allow members of the Union to utilize the existing telephone facilities. However, long distance charges for non-school business shall be paid by the using employee.

- B. The Board will make an attempt to provide adequate parking facilities for employee use.
- C. 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.
- D. While equipment and tools may vary, the Employer shall normally make available equipment and tools that are essential to completing assigned work.
- E. Custodial/Maintenance employees will not be required to supervise students in the lunchroom during the scheduled lunch period.
- F. Employees may use the minimum physical force necessary to repel a physical assault from a student.
- G. The Employer shall provide without cost to the employees the following:
 - 1. Uniforms for maintenance (includes grounds) workers.
 - 2. Uniforms for other workers as may be required by the Employer.
 - 3. Medical test and/or check-ups as required and for which the employee has no health insurance.
 - 4. One (1) set of thermal coveralls for maintenance staff each contract year.

ARTICLE 21 - TEMPORARY ASSIGNMENTS

- A. A temporary position is one which is not filled because the employee normally holding said position is on or is expected to be on an extended absence or which the Employer does not expect to maintain on a permanent basis for more than sixty (60) days.
- B. The employer may use temporary employees for up to seven hundred-sixty (760) hours per contract year. Temporary employees are to be used in three (3) situations: 1) to work on special projects by themselves or with regular employees, (2) to assist regular employees, and 3) to temporarily replace regular employees while they are assigned a special project.

Prior to using temporary employees the employer will, time permitting;

- 1. Notify a representative in the area of work that temporary employees are going to be used, how many, for how long, the nature of the project or work. If sufficient time exists the employer will accept input from the Union before the work of temporaries begins.

2. On weekends and holidays, except in emergencies, when the employer has at least two (2) work days notice, the employer will first use the regular employees assigned to the building or maintenance area who possess the necessary qualifications for the work to be performed, and if no employee or not enough employees in the building or maintenance area accept the work assignment, the employer will use employees in other buildings or maintenance areas in seniority order, and who possess the necessary qualifications for the work to be performed from other buildings or maintenance areas before utilizing temporary employees. Where the employer has less than two (2) work days notice the employer will first use the regular employees assigned to the building or maintenance area who possess the necessary qualifications for the work to be performed and if no employee or not enough employees in the building or maintenance area accepts the work assignment, the employer may use temporary employees.
- C. Temporary positions may be filled by substitutes on a day-to-day basis for up to sixty (60) work days. After sixty (60) work days, the position shall be posted. Substitutes may be used for a period longer than sixty (60) work days if no regular employee applies to fill the temporary position.
 - D. Regular employees filling a temporary vacancy will receive, from the first day on the temporary assignment, the rate of pay they would receive if permanently assigned to the temporary vacancy.

In no case, however, will an employee receive less than his/her normal rate of pay while filling a temporary vacancy.
 - E. Laid off members of the bargaining unit who fill in for absent employees shall be considered "recalled" to employment. Pay for such "recall" positions shall be at the regular rate of pay from the first day. At such time an employee works more than ten (10) consecutive workdays in the same position or any twenty-one (21) consecutive workdays, all rights and privileges of the contract shall accrue, the exception being Article 30. Laid off employees will receive benefits as provided for in Article 30 if "recalled" for a period of two (2) months or more. Employees considered to be "recalled" pursuant to this Section need not be given a fourteen (14) day notice of layoff therefrom. However, it is understood that such work shall not impair an employee's regular recall rights. Further, employees engaged in gainful employment elsewhere are not required to accept such work as provided in this Section.
 - F. A regular employee that voluntarily takes a temporary position will be returned to the position he/she occupied immediately prior to taking the temporary position once said temporary position has expired.

ARTICLE 22 - EMPLOYEE SUPERVISOR AND EVALUATION

- A. Each employee shall honor direct supervision from the Executive Director of Operations or designee, and the Principal of the building for each building in which said employee works.

If conflicting orders are received, the employee shall honor the orders given by the first supervisor in this listing:

1. Executive Director or designee
2. Building Principal

- B. Each employee may be evaluated by the building administrator, and/or the Executive Director of Operations or designee. Upon being evaluated, an employee shall, upon his/her request, receive a copy of said evaluation. Employees shall have the right to make a written response and have same attached to any evaluation of record.
- C. Evaluations are not subject to the grievance procedure. It is expressly understood, however, that any discipline resulting from evaluation of an employee's work is subject to the grievance procedure.

ARTICLE 23 - WORK SCHEDULE

- A. The normal work year for all employees shall be either forty (40) weeks or fifty-two (52) weeks. The forty (40) week positions will receive all rights and privileges of the Master Agreement, including, but not limited to, sick leave, vacation, holidays and insurance benefits. (The "full twelve (12) month period" referred to in Article 30, B., shall be interpreted as September 1 to August 31.) Specifically, a forty (40) week employee who completes his/her scheduled work year shall receive fringe benefits for the month(s) of July and August even though he/she is not working those months. (If a forty (40) week employee completes a portion of his/her scheduled work year, his/her insurance benefits shall be prorated based on ten (10) months of work equaling twelve (12) months of benefits.) Forty (40) week employees shall be used as substitutes, at the employee's regular rate of pay, during times outside of their forty (40) week year before non-bargaining unit employees are hired as substitutes.
- 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 two (2) hours worked. It is understood that an individual employee and his/her supervisor may mutually agree to vary lunch and relief times to meet individual needs.

ARTICLE 24 - OVERTIME

- A. Time-and-one-half (1-1/2) shall be paid for all hours worked in excess of eight (8) in any one twenty-four (24) period or in excess of forty (40) hours in any one (1) work week.
- B. Double time shall be paid for all hours actually worked on Saturdays, Sundays or holidays.
- C. 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) in any one twenty-four (24) hour period in Paragraph A above (i.e., the employee shall work his/her full regular shift at the regular wage rate).
- D. Weekend On-Call
 - 1. The employee working a regular two (2) day weekend on call shall receive two (2) hours at the double time rate for the weekend. The employee working a holiday three (3) day weekend on call shall receive one hundred and fifty dollars (\$150) for the weekend. The employee working a holiday four (4) day weekend on call shall receive two hundred dollars (\$200) for the weekend.
 - 2. If called in the employee will receive a minimum of two (2) hours at the double time rate. If the employee receives another call in during the two (2) hour minimum the employee will only receive pay for the time over the first two (2) hours. Any call in after the two (2) hours of a previous call in shall be considered a new call in, subject to the same process.
 - 3. The employee assigned the weekend on call, while doing the Sunday building checks, will pick up the time cards from each building and drop them off at the designated office.
- E. Overtime shall be divided among employees within each school building.
 - 1. Overtime shall first be offered to the employee who is qualified to do the activity having the greatest building seniority. If all employees within the affected building refuse the overtime, the least senior employee, who is qualified to perform the work, may then be required by the Employer to perform the overtime work.

2. Overtime will be covered by the use of an "Overtime Chart" and will be offered to each employee in rotation based on seniority. Overtime that is refused by an employee will be charged on the "Overtime Chart" for the purpose of balancing the overtime. By mutual agreement, employees may exchange positions on the "Overtime Chart." The chart for scheduled overtime rotation/ assignment will be maintained in each building by the head custodian.
- F. For the purpose of computing benefits under this Agreement, paid vacation days, sick days, funeral leave, jury duty and paid personal leave shall be considered as hours worked.
 - G. Overtime earned as provided herein may, upon mutual agreement to do so, be taken as compensatory time. Such compensatory time shall be at time-and-one-half (1- 1/2) or double time whichever is applicable and shall be taken within two (2) weeks after it has been earned.

ARTICLE 25 - 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 Union shall prepare, maintain and post an official seniority list. 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. A signed copy of the seniority list and subsequent revisions shall be furnished to the Executive Director of Operations or designee. The employer shall rely solely on the list as certified and provided by the Union and shall not be required to make any adjustments due to errors contained thereon. Written notice of new hires, changes in classification, terminations (including resignations and retirements) shall be prepared and submitted to the President of the Grand Ledge Unit II, MEA/NEA for initialing and then shall be faxed to the MEA/NEA Uniserv Director at any such fax number as provided to the employer. The purpose of this notice is to provide the necessary information for preparing and updating the seniority list.

- E. Seniority shall be lost by an employee upon termination, resignation or retirement. Effective May 31, 1984, employees transferring to a non-bargaining unit position shall retain earned seniority while outside the bargaining unit.
- F. Seniority of employees on Board approved voluntary leaves (see Article 18 - Leaves G. 1.), 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.

ARTICLE 26 - 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. Temporary employees.
 - 2. Probationary employees in the affected classification(s).
 - 3. Remaining employees in the affected classification(s) beginning with the least senior employee within the affected classification(s). If a more senior employee's position is eliminated, he/she shall bump the least senior employee in the affected classification or a lesser classification if his/her seniority and qualifications allow.
- B. Employees to be laid off shall be given a written notice at least ten (10) days prior to the effective date of the layoff.

Upon request, the Employer shall provide to the Union President a list of those employees to be laid off at the same time the notices are issued to the employees.
- 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 Union President at the same time the recall notices are sent.
- D. For the purposes of layoff and recall only, up to four (4) identified officers of the Union shall assume the highest seniority ranking in the bargaining unit. By August 1 of each election year, the Union shall notify the Executive Director of Operations or designee as to the four (4) Union officials who have been selected.
- E. Work normally performed by the bargaining unit members shall not be performed by non-bargaining unit personnel while any qualified bargaining unit member is on layoff.
- F. Employees voluntarily accepting a position having fewer hours than that which they presently have shall not be eligible to exercise seniority rights to return to a position

having more hours than that which they voluntarily accepted. However, employees laid off from such a voluntarily accepted position may exercise seniority rights to take a position having more hours.

G. Seniority employees occupying position(s) of reduced hours as a result of involuntary action may exercise seniority rights to move into a new position(s) having more hours prior to said position(s) being posted.

H. For the purposes of bumping per Section A.3. above, the classification hierarchy shall be as follows:

1. Maintenance Technician II
- 2A. Maintenance Technician I
- 2B. Head Custodian
3. General Maintenance
4. General Custodian

In a layoff situation, if an employee cannot bump in his/her affected classification, the right to bump into a "lesser classification" shall be interpreted to mean he/she may bump into a classification that is lower in the hierarchy listed above. Employees in classification 2A. and 2B. may not bump each other, but may bump into classification 3. or 4.

ARTICLE 27 - JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular salary. A substitute employee will be provided by the Employer for the p.m. shift employee involved in jury duty. Time covered by the substitute will be commensurate with employee jury duty time and reasonable travel time.

ARTICLE 28 - MISCELLANEOUS

A. Any expense incurred by an employee necessitated by completed physical examinations, immunizations, x-rays, etc., required by the Employer shall have the full costs of those tests not covered by insurance paid by the Employer.

B. Upon Business Office approval, the payroll department will make payroll deductions upon written authorization from employees for annuities, credit union, charitable donations, or any other plans or programs.

- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All future individual employee agreements shall be made expressly subject to the terms of this Agreement.
- D. Copies of this Agreement shall be printed by the Board and one (1) copy furnished to each bargaining unit member and to each new employee who is a bargaining unit member. The Board and the Union will share equally the printing costs. The Union shall be furnished extra copies on request.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Upon the request of either party, the parties shall negotiate for purposes of possibly agreeing to a replacement provision at reasonable times and places.
- F. When an employee is absent, a substitute will be obtained whenever possible. If a custodial substitute is not available on a day when school is in session, overtime may be offered per Article 24, Section D. Whenever possible, building heads shall be notified when a substitute or other regular employee is scheduled.
- G. Mandatory Meeting Pay - Mandatory meetings requiring the employee to report to the school shall provide employees with a minimum of one (1) hour's pay, or the actual time of the meeting, whichever is greater. Employees required to attend meetings during their regularly scheduled working hours shall receive their regular pay only. Meetings held contiguous to the employee's regular working day will be paid only for time in attendance.
- H. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration or addition, only by a subsequent written agreement between, and executed by, the Board and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- I. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not

specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- J. Employees shall be reimbursed at the rate established by the Board while using personal vehicles on the job.
- K. Principals are asked to have a custodian on duty whenever there is a possibility of an outside group misusing the building or leaving a mess to clean up.
- L. The employees agree to comply with the Board's policies including Drug, Alcohol and Smoke Free Environment.

ARTICLE 29 - RATES FOR NEW JOBS

When a job is placed in this bargaining unit and cannot be properly placed in an existing classification, the Employer will notify the Union of the classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

ARTICLE 30 - INSURANCE

- A. Worker's Compensation - Any employee who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of Michigan.
- B. The Board of Education shall provide subsidies to the bargaining unit members for the following insurance coverage plan, for a full twelve (12) month period for the bargaining unit member and his/her entire family.

Plan A

- Health Choice of AETNA PPO Open Choice Plans as follows:
Plan #1 High Option with a \$10/\$15 OV - \$5/\$10/\$25 drug card
Plan #4 Low Option with a \$25/\$30 OV - \$15/\$25/\$40 drug card
- LTD 90 calendar day elimination period; 60% of monthly earnings to a maximum benefit of \$2,500 per month; Social Security Offsets; mental illness/self-reported symptoms 2 year limit
- Life \$10,000 Negotiated Life with A D & D
- Dental SET SEG Dental (80/80/80: \$1,000)
- Vision SET SEG Vision
Employees may choose to elect the dental/vision package or they may opt out and waive the coverage.

The Board subsidy amounts for Plan "A" shall be single \$555.16, double \$876.16 and full family \$920.16.

OR

Plan B

LTD	90 calendar day elimination period; 60% of monthly earnings to a maximum benefit of \$2,500 per month; Social Security Offsets; mental illness/self-reported symptoms 2 year limit
Life	\$15,000 Negotiated Life with A D & D
Dental	SET SEG Dental (80/80/80: \$1,000)
Vision	SET SEG Vision

Employees may choose to elect the dental/vision package or they may opt out and waive the coverage.

Any monies remaining after the Board's payment of Plan B insurances shall be paid to the individual bargaining unit member.

Plan "B" subsidy shall be \$329.47.

Special Enrollment Provision:

No member can change i.e. single, double, family or "B" however, can change options within single, double, family or "B" during the special open enrollment. Any monies remaining after the Board's payment of premiums shall be paid to the individual bargaining unit member. This provision shall terminate effective with the final June 2007 payment.

- C. The Section 125 plan that is agreed upon by the teachers' union shall be considered the negotiated Section 125 Plan for this bargaining unit.
- D. The Board agrees to provide the above-mentioned subsidies for programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policyholder.
- E. The employee must be working regularly twenty (20) hours per week or more to be eligible for the above benefits.
- F. Employees working at a regularly scheduled daily job but less than twenty (20) hours per week shall be eligible for up to \$51.50 monthly premium towards health insurance, dental insurance, or options available under the above plans.

ARTICLE 31 - SCHOOL IMPROVEMENT

- A. A School Improvement Plan shall be defined as a plan, program or process required under Section 1277 of the School Code of 1976 (1990 P.A. 25) or corresponding provisions of the State School Aid Act, 1979 P.A. 94, as amended.
- B. Recommendations made by any site-based committee at the building level shall not violate any of the rights secured to the Board or the Union under this Agreement.
- C. Any provision(s) of a SIP or applications thereof affecting the wages, hours and/or terms and conditions of employment, or the impact of any wages, hours and/or other terms and conditions of employment of any bargaining unit member must be ratified by the Board and the Union prior to being implemented.
- D. Individual membership in SIP/BET shall be voluntary.
- E. Participation or non-participation in SIP/BET shall not be used as criteria for evaluation, discipline or discharge.
- F. Areas identified for school improvement planning are not intended to extend beyond the scope of the traditional decision-making authority of building level administrative staff.

ARTICLE 32 - NEGOTIATION PROCEDURES


- A. This Agreement may be extended only by mutual, written consent of both parties.
- B. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and other conditions of employment at least thirty (30), and not more than ninety (90) days, prior to the expiration of this Agreement.
- 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.

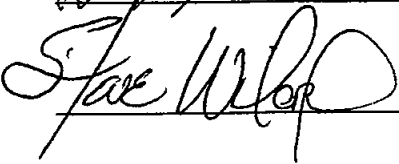
ARTICLE 33 - DURATION OF AGREEMENT

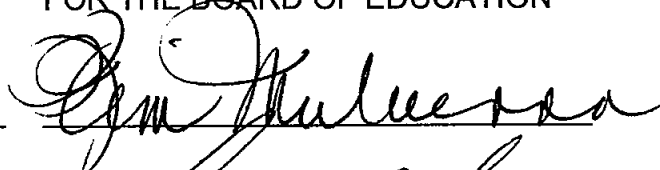
This Agreement shall be effective as of ratification by both parties and shall continue in effect until the 30th of June, 2008.

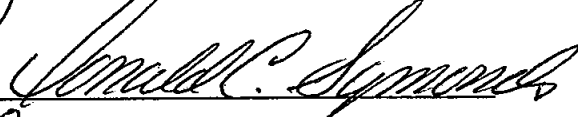
FOR THE UNION

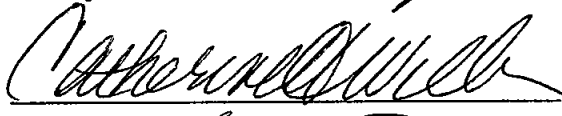
FOR THE BOARD OF EDUCATION

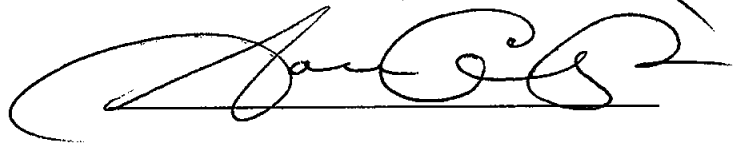












Thomas A. Soule Jr.

J. E. Hall

Louis J. Dwyer

Dated this 29 day of August, 2007.

APPENDIX A

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

I. REQUIREMENTS

A person employed, having met all qualifications regarding each employment, and this person having previous experience or training that would tend to make him/her more valuable than a beginning employee without any previous experience, may apply said credit for the job employment position. The new employee's job experience credit shall not exceed the third step pay schedule set forth in the salaries section of Appendix A.

II. WORK SCHEDULE

The work week shall not be less than forty (40) hours for full time employees. Part-time employees shall be defined as those who work less than forty (40) hours per week but twenty (20) hours or more per week.

III. DUTIES

Each individual's duties are determined by the head building custodian subject to the approval of the supervisor.

IV. RESIGNATION

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

V. The following schedule will be paid retroactively to July 1, 2007. All classifications and rates in the following schedule reflect a one and a half percent (1.5%) increases for 2007-2008.

General Custodian	
Step	Wage
1	11.42
2	12.06
3	13.40
4	15.08
5	15.73
6	16.32
7	17.04

Head Custodian – Elementary, Sawdon	
Step	Wage
1	14.72
2	16.54
3	17.19
4	17.79
5	18.49

Head Custodian - MS, DC	
Step	Wage
1	15.87
2	17.78
3	18.43
4	19.02
5	19.76

Head Custodian - High School	
Step	Wage
1	17.04
2	19.02
3	19.67
4	20.27
5	20.98

General Maintenance	
Step	Wage
1	11.96
2	13.30
3	14.71
4	16.54
5	17.19
6	17.79
7	18.49

Maintenance Technician I	
Step	Wage
1	17.04
2	19.02
3	19.67
4	20.27
5	20.98

Maintenance Technician II	
Step	Wage
1	18.19
2	20.19
3	20.83
4	21.44
5	22.15

- F. Upon receiving the rates for hospitalization insurance coverage in any year the employer shall share those rates with the Union. The Union shall determine if they desire to apply all or any portion of the wage increase toward the employer contribution to PAK A and PAK B by reducing the wages an equivalent amount. The parties shall meet upon request to realign the insurance subsidies and wages.
- G. Step movement shall be on July 1 of each year. A new employee shall be eligible for a step increase if his/her date of hire is between June 30 and January 2.
- H. Shift Premiums
1. Shifts beginning from noon to before 6:00 p.m. shall receive \$.25/hour premium.
 2. Shifts beginning from 6:00 p.m. to before midnight shall receive \$.30/hour premium.
 3. Shifts beginning from midnight to before 6:00 a.m. shall receive \$.40/hour
- I. Due to the addition of two extra steps, General Custodians and General Maintenance employees who were on step prior to September 22, 1994 shall remain on that step and progress through the steps based on that placement (e.g., any employee on step 1 prior to September 22, 1994 shall be moved to the third step for the 1994-1995 school year).

VI. LONGEVITY

To be eligible for longevity, the employee must have the listed number of years of service by June 1 of that year. Payment in the following amounts will be made by June 30 of that year.

Twelve (12) years	\$218
Fifteen (15) years	\$318
Twenty (20) years	\$418

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

It is hereby agreed by the Grand Ledge Board of Education and MEA/NEA Unit II (Custodial/Maintenance), that bargaining unit members shall use time clocks provided by the Board to report their work hours. Established Time Card Use Procedures are as follows:

1. Each employee shall use the time clock to punch in each time he/she begins a new day of work and to punch out when his/her workday is over.
 - a. Employees are expected to punch in and out within five (5) minutes of normal starting and ending times for normal work schedule.
 - b. If for some reason an employee does not punch in or punch out as required, he/she should immediately bring it to the attention of the Executive Director of Operations or his designee(s).
 - c. Except for an Extreme Emergency, all overtime must be approved in advance by the Executive Director of Operations or in his absence, his designee(s). Any overtime not authorized in advance, because staff were unable to reach the above Management, must be reported to the Executive Director or designee(s) immediately following the overtime situation by office phone recorder, (517) 627-6488 or (517) 627-6151 or pager (517) 794-2550 or (517) 794-2535.
2. Except for break periods and lunchtime, an employee is to punch out if he/she is taking time off during a scheduled work period. He/she shall then punch back in if work is resumed later that day.
 - a. If an employee leaves the building for lunch, he/she shall punch out and punch in upon returning from lunch.
 - b. Leave time not punched on the time card shall be accurately identified and noted on the card by the employee.
3. Each employee's time card shall be kept in the cardholder by the time clock until the end of the reporting period it covers.
 - a. Each employee shall sign or initial his/her own time card on the last day recorded for the corresponding payroll schedule. Dates missing a time record shall be identified by the employee as: "Sick Time", "Vacation", "Personal", "Floating H" or "Funeral" as identified by the contract. Special leaves or Worker Compensation time will be authorized and noted on the

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

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

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