

AGREEMENT

between

THE MADISON BOARD OF EDUCATION

3498 Treat Highway  
Adrian, MI 49221

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 324

500 Hulet Drive  
Bloomfield Township, MI 4830

(CUSTODIANS AND MAINTENANCE)

July 1, 2019 – June 30, 2023

## TABLE OF CONTENTS

AGREEMENT .....	1
ARTICLE 1 .....	1
PURPOSE .....	1
ARTICLE 2 .....	1
UNION RECOGNITION .....	1
ARTICLE 3 .....	1
ARTICLE 4 .....	2
NON-DISCRIMINATION .....	2
ARTICLE 5 .....	2
MANAGEMENT RIGHTS .....	2
ARTICLE 6 .....	2
JURISDICTION .....	2
ARTICLE 7 .....	3
ARTICLE 8 .....	3
SAFETY PRACTICES/SHIFT CHANGES .....	3
ARTICLE 9 .....	3
SENIORITY .....	3
ARTICLE 10 .....	4
TRANSFER AND PROMOTIONAL PROCEDURE .....	4
ARTICLE 11 .....	5
NEW JOBS .....	5
ARTICLE 12 .....	6
DISCIPLINE DISCHARGE .....	6
ARTICLE 13 .....	6

STEWARDS .....	6
ARTICLE 14 .....	7
LEAVE OF ABSENCE .....	7
ARTICLE 15 .....	9
GRIEVANCE PROCEDURE .....	9
DEFINITIONS .....	9
STEP ONE .....	9
STEP TWO .....	10
STEP THREE.....	10
STEP FOUR.....	10
STEP FIVE.....	10
ARTICLE 16 .....	10
SCHEDULE A .....	10
HOURS AND WORK WEEKS.....	10
OVERTIME .....	11
CALL BACK .....	11
REPORTING PAY .....	11
REST PERIODS .....	11
DISTRIBUTION OF OVERTIME .....	11
MAINTENANCE AS BUS DRIVER SUBSTITUTE.....	12
ARTICLE 17 .....	12
VACATIONS.....	12
ARTICLE 18 .....	13
LEAVE DAYS/HOLIDAYS .....	13
SICK LEAVE.....	13

FUNERAL LEAVE .....	13
PERSONAL BUSINESS DAYS.....	13
USE OF LEAVE DAYS .....	14
INCLEMENT WEATHER DAYS .....	14
HOLIDAYS .....	14
RETIREMENT OR RESIGNATION .....	14
ARTICLE 19 .....	15
INSURANCE.....	15
ARTICLE 20 .....	16
JURY DUTY.....	16
ARTICLE 21 .....	16
GENERAL .....	16
TAX SHELTERED ANNUITIES.....	16
DEDUCTIONS .....	16
CONTINUING EDUCATION.....	16
PHYSICAL EXAMINATION .....	16
MILEAGE.....	16
PENSION.....	16
LONGEVITY .....	16
UNIFORMS .....	17
ARTICLE 22 .....	17
STRIKE PROHIBITION .....	17
ARTICLE 23 .....	17
CLASSIFICATION AND COMPENSATION.....	17
ARTICLE 24 .....	18

BINDING EFFECTIVE AGREEMENT .....	18
ARTICLE 25 .....	18
SCOPE, WAIVER, AND ALTERATION OF AGREEMENT .....	18
ARTICLE 26 .....	19
TERMINATION AND MODIFICATION .....	19
SCHEDULE A .....	20
WAGE SCHEDULE .....	20

## **AGREEMENT**

between

THE MADISON SCHOOL DISTRICT, hereinafter referred to as the "Employer",

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324, hereinafter referred to as the "Union".

### **ARTICLE 1** **PURPOSE**

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation, and understanding between the Employer and the bargaining unit employees, to insure true collective bargaining, and to establish standards of wages, hours, and other conditions of employment.

### **ARTICLE 2** **UNION RECOGNITION**

A. The Employer hereby recognizes that the Union shall be the exclusive representative of all the public employees in such unit for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

B. The term "employees" as used herein excludes any and all supervisory, administrative, and executive personnel; office and clerical employees; per diem employees; substitute employees, including, but not limited to, substitute maintenance and custodial and building engineers regardless of their length of service; and independent contractor the Employer.

### **ARTICLE 3** **UNION MEMBERSHIP**

A. If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal or State Law. In event there is a change in law, by statute, constitutional amendment, or judicial decision, so that obtaining or continuing employment under this agreement may be conditioned on the payment of Union dues or service fees, the Employer and the Union agree that the following Union Security provision shall be effective.

B. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of this Union.

C. The Employer agrees that, upon hiring any new employee who is recognized under Article 2 of this Agreement, the Employer shall send a letter advising the Union of the name, date of hire, and assignment of the new employee.

#### **ARTICLE 4**

#### **NON-DISCRIMINATION**

The Employer and the Union both recognize their responsibility under Federal, State, and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any persons because of race, creed, color, religion, national origin, sex, or age.

#### **ARTICLE 5**

#### **MANAGEMENT RIGHTS**

The Employer, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

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

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

#### **ARTICLE 6**

#### **JURISDICTION**

Persons not covered by the terms of this Agreement shall not perform work covered by the terms of this Agreement, except for the purposes of instructional training, experimentation or in cases of emergency, and further that the Employer may use substitute employees when the situation would warrant. Further, the language in this Article does not limit the Board's right to decide whether to contract with a third party for one or more non-instructional support services as provided in the Public Employment Relations Act, subject, however, to the Union's right to be given an opportunity to bid on such non-instructional support services on an equal basis as other bidders.

**ARTICLE 7**  
**CONTRACTUAL WORK**

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members.

**ARTICLE 8**  
**SAFETY PRACTICES/SHIFT CHANGES**

A. The Employer will take reasonable measures in order to prevent and/or eliminate any hazards which the employees may encounter at their places of work, in accordance with the provisions of the Occupational Safety and Health Act, State and Local regulations. Likewise, employees will perform their work in accordance with the policies and procedures of the Employer and all applicable laws, regulations, and best practices associated with the performance of custodial/maintenance services in the school setting.

B. A custodian shall not work alone in the building unless mutually agreed upon between the custodian and the Employer.

C. If a custodian is left in the building alone, because all of the temporary help has left, that employee shall be permitted to lock up the building, leave, and receive full compensation. A custodian scheduled to work the evening shift shall be required to notify the Employer of his/her expected absence from work a minimum of two (2) hours prior to the start of that date's day custodial shift. If an employee fails to provide such timely notice, the Employer shall not be required to honor the terms of this Article. You have to provide notice, not leave the district high and dry.

D. Overtime will not be paid for shift changes of two (2) hours or less made to accommodate another employee's absence from work on an inclement weather day providing a minimum of two (2) hours notification is given to the employee whose shift is changed.

Other shift changes will not be made to avoid the payment of overtime unless by mutual consent.

**ARTICLE 9**  
**SENIORITY**

A. A newly hired employee shall be on a probationary status for one hundred eight (180) calendar days taken from and including the first day of employment. If at any time prior to the completion of the one hundred eight (180) calendar day probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first one hundred eighty (180) calendar days of employment, shall work additional days equal to the number of days absent, and such employee shall not have completed his probationary period until these additional days have been worked.



B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire.

C. Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee in a lower series classification, provided, the senior employee is qualified to hold the position held by the lesser seniority employee.

D. An employee will lose his/her seniority for the following reasons:

1. The employee resigns.
2. The employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
3. The employee is absent for one (1) consecutive working day without notifying the Employer and/or without good and sufficient reason.
4. The employee falsifies his/her application.

E. Seniority shall continue to accumulate within the bargaining unit for an employee who transfers to a supervisory position, with that employee having the right to exercise his/her seniority and return to the bargaining unit in the event that the employee vacates his/her supervisory position.

F. An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain each employee's name, date of hire, employee's location, and classification. Seniority in classification shall be as of date of entry into the classification.

G. The Union shall represent the probationary employee in matters of wages, hours, and working conditions, but shall not represent them in matters of discharge, reprimand, or transfer for other than Union activities.

## **ARTICLE 10**

### **TRANSFER AND PROMOTIONAL PROCEDURE**

A. All vacancies and newly created positions, which are covered under the terms of this Agreement, shall be posted on employee bulletin boards within one (1) pay period from date of vacancy, and the employees shall be given three (3) working days from the date that the position is posted in which to make application to fill the vacancy or new position. The most senior employee making the application shall be transferred to fill the vacancy or new position; provided, the employee has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner; the type of work, the place of work, the starting date, the rate of pay, the hours to be worked, the classification, and the length of probation to be served.

B. Newly promoted employees shall serve a probationary period of ninety (90) calendar days at their previous pay rate. The pay rate of the new job shall be granted after successfully serving ninety (90) calendar days probation. Any regularly scheduled work day missed by the due to illness, vacation, school closing, etc., shall be added to the initial probationary period. The employee may voluntarily return to his previous position any time during the ninety (90) calendar day probation. Prior to the completion of the probationary period, the Employer shall determine whether to retain the employee in the new position, or to return the employee to his/her former position.

C. Any employee transferred from their classification to another classification covered by this Agreement, shall be paid either the rate of the position from which the employee is transferred, or the rate of the position to which the employee is transferred, whichever rate is higher.

D. Temporary transfers shall be for a period of no longer than ninety (90) calendar days, except in the event that both parties mutually agree to extend the temporary transfer beyond the ninety (90) calendar days, the position shall then be considered to be vacant, and shall be posted for bidding from interested employees.

## **ARTICLE 11**

### **NEW JOBS**

A. The Employer shall notify the Union in writing, when new or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

B. The new classification and pay rate shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classifications during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

**ARTICLE 12**  
**DISCIPLINE/DISCHARGE**

Dismissal, suspension, and/or any disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the Union. When the Employer feels disciplinary action is warranted, such action must be initiated within ten (10) working days of the occurrence of the condition giving rise to the discipline, or within ten (10) working days of when the Employer first became fully aware of the condition giving rise to the discipline. The above time limits may be extended by mutual consent. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action are the following:

1. Unauthorized or excessive absence from work.
2. Commitment or conviction of any criminal act.
3. Conduct unbecoming of any employee in the public service.
4. Disorderly or immoral conduct.
5. Drunkenness.
6. Dishonesty or falsification of employment application.
7. Insubordination, or negligent violation of Employer's policies, rules and procedures.
8. The issuance of a warrant or an indictment any crime involving questions of morals.

The above list is not totally inclusive of the causes for dismissal, suspension and/or disciplinary action.

**ARTICLE 13**  
**STEWARDS**

A. The employees shall be represented by a Chief Steward, and an Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union, and whose name shall be furnished to the Employer in writing by the Union.

B. Arrangements may be made to allow the Chief Steward time off with pay to attend grievance and negotiation meetings after arrangements have been made with his/her immediate supervisor.

C. During the Chief Steward's term of office, the Chief Steward shall be deemed to head the seniority list for the purposes of shift preference, lay-off and recall only; provided, the Chief Steward is qualified to do the required work. Upon termination of the Chief Steward's term, the Chief Steward shall be returned to his/her regular seniority status.

D. Any newly hired employee shall be introduced to the Chief Steward before starting to work, in order that such newly hired employee may be added to the Chief Steward's record, or the Chief Steward shall be supplied the following information within the employee's first week of employment: name, date of hire, address, classification, job location, and shift assignment.

**ARTICLE 14**  
**LEAVE OF ABSENCE**

A. An employee who, because of illness or accident which is non-compensable under the workmen's compensation law, is physically unable to report for work and has exhausted all means of compensation from the Employer, shall be granted a leave of absence up to one (1) year, which may be extended beyond one (1) year upon mutual agreement of the parties, provided such employee promptly notifies the Employer of the necessity therefore, and provided further that the employee supplies the Employer with a written statement from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.

B. Leaves of absence shall be granted up to one (1) year for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children, or parents living in the same house.

C. Employees disabled because of pregnancy may use sick leave for the period of time of actual disability. Further, it is understood that an employee opting to take a maternity leave as hereinafter provided without pay is not eligible for sick leave payment during the period of the unpaid leave of absence.

D. Anticipated Prolonged Disability – Any employee who can anticipate a prolonged disability (such as surgery, other confinement to home or hospital including maternity) shall notify his/her supervisor in writing at least thirty (30) calendar days in advance of the projected period of confinement. The notification shall contain the projected dates of confinement. It is understood that use of sick leave shall be only for the duration of the actual incapacity and Board reserves the right of written verification and/or consultation with or from a physician.

E. Maternity Leave – A maternity leave shall be available to female employees who are pregnant upon the following conditions:

1. At least sixty (60) calendar days prior to the beginning of the leave, the employee shall apply to the Board if she wishes an unpaid leave.
2. The application shall be in writing and request specific beginning and ending dates of the leave.
3. The Board reserves the right to specify the beginning and ending date of the leave except the same shall not be in conflict with the doctor's statement of health.
4. The Board may grant up to one (1) school year of maternity leave renewable at the discretion of the Board.
5. Any maternity leave granted will be without pay, however, the employee, upon return from the leave, shall have all previous benefits of this Agreement restored to her, but shall not accumulate any benefits while on such a leave.

6. The provisions of a maternity leave shall not exempt an employee from the provisions of the lay-off procedure contained in this Agreement except the Board shall not be required to give notice of lay-off for the duration of the maternity leave.

7. If the employee does not return upon the expiration of the maternity leave, she shall conclusively be deemed to have resigned unless mutually agreed upon by the Board and the employee prior to said date.

8. Employees returning from a maternity leave shall furnish medical evidence of their ability to perform their normal work assignments.

9. Employees may make written application for extension of the maternity leave subject to the provisions of the initial request.

10. An employee may make written application to the superintendent for reinstatement prior to expiration of the leave, provided that the employee provides the Superintendent with written medical evidence of his/her ability to perform the duties of his/her job. However, the Board of Education reserves the reasonable right to approve accelerated termination of maternity leaves on the basis of each individual case. The reasonable right of the Board of Education will be grievable.

11. An employee on maternity leave must have her current address on file in the superintendent's office.

F. Leaves of absence shall be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

G. The reinstatement rights of any employee who enters the military service of the United States by reason of an act of law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such right.

H. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employee makes written request for such leave of absence immediately upon receiving their orders to report for such duty.

I. Any employee in the bargaining unit who is either elected or appointed to a full time position or office in the Union whose duties require their absence from work, shall be granted a leave of absence for the term of such office or position.

J. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee, and a copy sent to the Union.

K. An employee who meets all of the requirements as herein before specified, shall be granted a leave of absence, and the employee shall accumulate seniority during his/her leave of absence, and the employee shall be entitled to resume his/her regular seniority status and all job and recall rights. Leaves of absences may be granted at the discretion of the Employer for reasons other than those

listed above when they are deemed beneficial to the employee and the Employer. During the period of any leave of absence, employee shall be responsible for the payment of any and all premiums required for the continued provision of any benefits including, but not limited to, health insurance, if any, unless otherwise stated in this Agreement.

## **ARTICLE 15**

### **GRIEVANCE PROCEDURE**

#### **DEFINITIONS**

A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.

B. The time elements in the steps may be shortened, extended or waived upon written mutual agreement between the parties.

C. For the purposes of processing grievances, working days shall be defined as Monday through Friday, excluding all holidays as defined in Article 18 of this Agreement.

D. A grievance concerning the alleged safety hazards may be processed directly to Step Three of the grievance procedure.

E. Any employee or Union grievance shall be presented for disposition through the grievance procedure within five (5) working days of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance unless the circumstances made it impossible for the employee or the Union as the case may be, to know prior to that date that there were grounds for such a claim. Failure to comply with this time limit shall result in the grievance's dismissal.

F. Any grievance which is not appealed within the specified time limits set forth in that step level shall be considered settled on the basis of the decision rendered at the previous level. The failure of the Employer at any step level of the grievance procedure to communicate the decision on the grievance in writing to the Union within the prescribed time limits set forth in that step level of the grievance procedure shall require that the grievance be advanced to the next level.

#### **STEP ONE**

A. Any employee having a grievance shall discuss the grievance informally with his immediate supervisor, and then if the grievance is not settled orally, the employee may request a meeting with the Chief Steward to discuss the grievance.

B. The Chief Steward then may submit the grievance in writing to the immediate supervisor stating the remedy of correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Chief Steward shall sign the grievance.

## STEP TWO

- A. The Chief Steward shall meet with the immediate supervisor to discuss the grievance within five (5) working days of its written submission to the immediate supervisor.
- B. The immediate supervisor shall give his decision in writing relative to the grievance within ten (10) working days of his meeting with the Chief Steward.
- C. If the decision of the immediate supervisor is not appealed within five (5) working days, his/her decision shall be considered settlement of the grievance.

## STEP THREE

- A. Any appeal of a decision rendered by the immediate supervisor shall be presented to the superintendent of schools within five (5) working days, and the superintendent shall meet with a business representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons, why the decision of the immediate supervisor was not satisfactory.
- B. The superintendent of schools shall give his decision in writing relative to the grievance within five (5) working days of the meeting with the business representative of the Union.

## STEP FOUR

- A. Any appeal of a decision rendered by the superintendent shall be presented to the Board of Education within five (5) working days and the Board shall meet with a business representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons, why the decision of the superintendent was not satisfactory.
- B. The Board of Education shall give their decision in writing relative to the grievance within ten (10) working days of the business representative's meeting with the Board of Education.

## STEP FIVE

- A. If the Union so requests, the Board or its representatives will meet further with the Union to consider fairly and in good faith any other methods of settlement.
- B. The procedure herein provided shall not prohibit the Union or the Employer from recourse to normal mediation provided by Michigan State law.

## **ARTICLE 16** **SCHEDULE A**

### SECTION 1 – HOURS AND WORK WEEKS

- A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 120 hours thereafter.
- B. The normal work day will be eight (8) consecutive hours.

## SECTION 2 – OVERTIME

A. Time and one-half (1 1/2) will be paid for all time worked in excess of eight (8) hours in a normal work shift; all time worked in excess of forty (40) hours in one work week for which overtime has not already been earned. There will be a two-hour minimum for overtime whereby the employee shall work the duration of the two hours unless otherwise approved by the Supervisor.

B. Time and one-half (1 1/2) will be paid for all time worked on Saturday.

C. Double time will be paid for all hours worked on Sunday.

D. If an overtime shift continues beyond 12:00 a.m., the hours worked after 12:00 a.m. will be at the same rate of overtime pay as was earned for the hours worked prior to 12:00.

## SECTION 3 – CALL BACK

A. Whenever an employee is required to return to work after the completion of his/her regularly scheduled work for any duties other than a building check ("call back"), the employee shall receive pay for the actual time worked at one and one-half (1 1/2) the regular rate of pay, or a minimum of two (2) hours at one and one-half (1 1/2) the employees regular hourly rate whichever is greater. If two employees choose to share the call back duties each such employee shall receive pay for a minimum of one hour at one and one-half (1 1/2) the regular rate of pay, or they shall receive pay for the actual time worked at one and one-half (1 1/2) the regular rate of pay, whichever is greater.

B. Reporting to work as the result of an alarm between the hours of 11:00 p.m. and 6:30 a.m., or on the weekend or holidays, will be considered a call back; reporting at any other time as the result of an alarm will be considered a building check.

## SECTION 4 – REPORTING PAY

Any employee called to work or permitted to come to work without being notified that there will be no work, shall receive a minimum of four (4) hours pay, or if the employee is regularly scheduled to work less than four (4) hours per day, the employee shall receive his/her daily rate of pay.

## SECTION 5 – REST PERIODS

All employees covered by this Agreement shall receive two (2) fifteen (15) minute rest periods per eight-hour shift, one during the first four (4) hours worked per day and one during the second four (4) hours.

## SECTION 6 – DISTRIBUTION OF OVERTIME

Overtime shall be divided and rotated as equally as possible according to seniority in classification, providing that the most senior employee in the classification is capable of performing the work to be done, and further, provided that he/she shall not have previously refused overtime when so requested three (3) times in succession. The least-senior employee in a classification shall work overtime hours when such hours are refused by all other employees in his/her classification.



## SECTION 7 – MAINTENANCE AS BUS DRIVER SUBSTITUTE

If a maintenance staff member is held over beyond their normal work day to substitute as a bus driver, that employee shall be allowed to work during the period of time they are waiting to drive the bus. The employee shall either receive comp time for the time they are held over, or they shall be paid overtime for that time.

## SECTION 8 – POSTING AND BIDDING

A posting and bidding process for specific work areas will occur prior to July 1<sup>st</sup> and take effect on July 1<sup>st</sup> of each year.

### **ARTICLE 17** **VACATIONS**

A. Vacation time will be as follows:

One (1) year of service	--	One (1) week vacation.
Two (2) years of service	--	Two (2) weeks vacation.
Five (5) years of service	--	Three (3) weeks vacation.
Fifteen (15) years of service	--	Four (4) weeks vacation

B. To be eligible for a full vacation, an employee must have worked eighty percent (80%) of their regularly scheduled work hours the year prior to using earned vacation days. For example, an employee must have worked eighty percent (80%) of their regularly scheduled work hours between July 1 and June 30 to be eligible for full vacation to be used beginning the following July 1. An employee who works less than eighty percent (80%) of their regularly scheduled working hours, shall receive a pro-rated vacation allowance based on the actual percentage of hours worked.

C. All employees hired after the start of the fiscal year (July 1st) shall receive a pro-rated vacation allowance to be used beginning July 1<sup>st</sup>. If an employee resigns or is terminated, he/she shall be paid his/her accumulated, unused vacation days earned during the prior year. If an employee leaves the District, the vacation days earned in that year, to be used during the next year beginning on July 1<sup>st</sup>, may be paid to the employee if the District superintendent determines the employee is leaving in good standing. This determination is based on the sole discretion of the superintendent. Employees who are placed on a leave of absence, shall receive a pro-rated vacation allowance based upon 1/12 of his/her vacation pay for each month or major fraction thereof between the employee's anniversary date and his/her termination date, or the date that he/she is placed on the leave of absence, whichever is applicable.

D. The first two (2) weeks of vacation must be scheduled during a school vacation period or the summer recess. Vacation may not be scheduled during the final three (3) weeks of the summer recess unless approved by the Employer. Vacation in excess of two (2) weeks may be taken upon providing two weeks advance notification to and receiving approval from the Employer.

E. Maintenance/Custodial employees may use one of their vacation days for their birthday.

## **ARTICLE 18**

### **LEAVE DAYS/HOLIDAYS**

#### **SECTION 1 - SICK LEAVE**

A. Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of twelve (12) days per year with a limit of sixty (60) days. Days accumulated over sixty (60) will be reimbursed at the rate of seventy-five dollars (\$75.00) per day with a maximum of twelve (12) days reimbursable at the end of each school year. If the per diem reimbursement paid to Madison teachers increased during the term of this agreement, the employees covered by this agreement shall receive the same per diem reimbursement for accumulated sick leave days as is paid to Madison teachers. No employee with excess of sixty (60) days will lose them except by use.

B. Sick leave shall be granted to employees when they are incapacitated from the performance of their duties by sickness or injury. Sick leave shall also be granted when a member of the immediate family of the employee requires the care and attendance of the employee due to illness or injury.

C. Records of sick leave accumulated and used shall be available to the employee or the Union upon request.

D. A physician's statement may be required by the District for verification of sickness or injury after an absence of 3 days. Furthermore, the District may, at its discretion, require the employee to visit a District-selected physician for further verification of sickness or injury.

#### **SECTION 2 - FUNERAL LEAVE**

A. The employee covered by this Agreement will be granted up to three (3) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed as one of the following: husband, wife, children, grandchildren, parents, brother, sister, grandparents, mother-in-law, or father-in-law. Additional time off will be granted for necessary time to travel to distant states for funeral services. The day of the funeral and one day prior to the funeral shall be granted without any deduction being made from the sick leave bank, the remaining days shall come off the sick leave total.

B. Employees shall also be allowed to have up to two (2) days off work without any deduction being made from their sick leave bank for the death of a son-in-law or daughter-in-law. Up to two additional days may be taken at the time of the death of a son-in-law or daughter-in-law with those two days being deducted from the employee's sick leave bank.

C. If a day is needed for the funeral of a family member other than those listed above the day can be taken from the employee's sick/vacation bank.

#### **SECTION 3 – PERSONAL BUSINESS DAYS**

Each employee covered by this Agreement shall be granted two (2) personal business days per year, which shall not be chargeable to the employee's allowable sick leave. Any unused personal business days shall be accumulated into the employee's individual single sick leave bank in addition to his/her normal accumulative sick leave, at the end of each year.

#### SECTION 4 – USE OF LEAVE DAYS

Employees shall be subject to discharge if found working another job during a leave of absence.

#### SECTION 5 – INCLEMENT WEATHER DAYS

On days when school is closed due to inclement weather and an employee is unable to report to work, the employee may request to use a personal business day, or a vacation day, to receive compensation for that day's wages. If an employee has already used all of his/her personal business days and vacation days, a sick day may be used to receive compensation for the day.

#### SECTION 6 – HOLIDAYS

A. The Employer will pay the base rate per day for the following holidays, even though no work is performed by the employees covered by this Agreement.

- |                   |                           |
|-------------------|---------------------------|
| 1. New Year's Day | 6. Thanksgiving Day       |
| 2. Good Friday    | 7. Day after Thanksgiving |
| 3. Memorial Day   | 8. Christmas Eve Day      |
| 4. July 4th       | 9. Christmas Day          |
| 5. Labor Day      | 10. New Year's Eve Day    |

B. Employees required to work on any of the above named holidays shall receive time and one-half (1 1/2) for hours worked in addition to the regular holiday pay.

C. If an employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday or the employee shall receive an additional day's pay for the holiday. In the event that the employee is on sick leave on any of the above named holidays, that employee shall not have that day charged against his/her allowable sick leave, providing the sick leave has been for a minimum of five (5) working days. Verification from a doctor will be required for an employee wishing to obtain holiday pay while on sick leave.

D. Employees off sick on the holiday, the day before or after the holiday, may be required to submit medical proof of illness to receive holiday pay.

E. When the scheduled holiday falls on a Saturday, the employees shall receive the Friday prior to the holiday off with pay; if the scheduled holiday falls on a Sunday, the employee shall receive the Monday after the holiday off with pay. In the event that either the Friday prior to the holiday or the Monday after the holiday are school session days, the Employer would either pay the employee the holiday pay or grant a day off to the employee at a date that was mutually agreeable to the employee and the Employer during the non-school session days.

#### SECTION 7 – RETIREMENT OR RESIGNATION

Maintenance and custodial employees retiring after twelve (12) or more years of service to the District, or resigning after fifteen (15) or more years of service to the District, will be paid a termination stipend of seventy-five dollars (\$75.00) for each of their accumulated sick leave days,

provided they provide the District with a minimum of thirty (30) days notice of their resignation or retirement. The thirty (30) days notice shall be waived for serious illness.

## **ARTICLE 19** **INSURANCE**

The Board agrees to provide the following insurance protection:

### **THE MEDICAL/OPTION PLAN**

A. regular, full-time employees will, unless voluntarily opting out pursuant to section C below, be provided with a Board-provided health insurance plan for the employee and his/her eligible dependents.

If the Board provides its administrative and secretarial (A/S) employees with health insurance, the employees covered by this Agreement, that elect to receive health insurance, shall receive that same health insurance coverage as the A/S or, if the Board provides the employee covered by this Agreement with a different health insurance plan, an annual contribution towards their health insurance equal to the amount the Board contributes for the health insurance premium plus the annual amount contributed towards the deductible for the A/S.

If any other significant changes are made in health insurance coverage for A/S employees during the life of this Agreement, the Board and the employees covered by this Agreement shall meet and discuss the changes necessary to provide comparable health insurance coverage for the employees covered by this Agreement.

B. An employee may elect to purchase dental and/or vision insurance from any surplus remaining from the Board guaranteed premiums.

C. Employees who are able to demonstrate proof of health insurance that meets the requirements of the Patient Protection and Affordable Care Act of 2010, as amended, may elect not to participate in the District-provided health insurance plan. An employee electing not to have health insurance coverage shall receive payment equivalent to the single-person coverage hard cap amount established by the Michigan Department of Treasury as required by Michigan's Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. during each calendar year thereafter as payment-in-lieu of health insurance. \$6818.87 annually (2019-2020 rate) to be used as a supplement to his/her salary. Employees who elect not to participate in the District-provided health insurance plan must provide the District with written proof of health insurance coverage that both meets the requirements of the Patient Protection and Affordable Care Act of 2010, as amended and the Board.

D. The Board shall pay the District's share of an employee's health insurance premium for the first six months of an illness leave, however the employee replacing an employee on illness leave shall not receive health insurance nor seniority for the time of that leave.

## **ARTICLE 20**

### **JURY DUTY**

Employees requested to appear for jury qualifications or service or subpoenaed as a witness in any case connected with the employee's employment of the school district, shall receive his/her pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service minus mileage.

## **ARTICLE 21**

### **GENERAL**

#### **SECTION 1 – TAX SHELTERED ANNUITIES**

The Employer agrees to deduct the premiums for variable tax deferred annuities solely paid for by the employee, and to remit such premiums to the Board designated insurance company.

#### **SECTION 2 – DEDUCTIONS**

The Employer agrees to make available to all of the employees covered by this Agreement, any payroll deduction services which are available through the school district such as savings bonds and credit union.

#### **SECTION 3 – CONTINUING EDUCATION**

The Employer agrees to pay the full tuition fee for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other job related training which is of such a nature specifically designed to provide on the job improvement.

#### **SECTION 4 – PHYSICAL EXAMINATION**

The Employer shall pay the full cost of any physical examinations which are required of the employees covered by this Agreement.

#### **SECTION 5 – MILEAGE**

Employees who use their own personal vehicle for carrying out their job responsibilities for the Board, shall be reimbursed for their mileage at the regular rate and procedure as established by Board Policy, provided that the employee was requested by his supervisor to use his own personal vehicle.

#### **SECTION 6 – PENSION**

The Employer agrees to pay the legally specified contribution to the Michigan School Employees Retirement Fund on the gross wages for each employee covered by this Agreement.

#### **SECTION 7 – LONGEVITY**

Employees shall be paid longevity according to the following schedule:

Five (5) years	- \$95.00
Six (6) years	- \$105.00
Seven (7) years	- \$116.00
Eight (8) years	- \$126.00
Nine (9) years	- \$137.00
Ten (10) years*	- \$231.00
Eleven (11) years	- \$242.00
Twelve (12) years	- \$252.00
Thirteen (13) years	- \$263.00
Fourteen (14) years	- \$273.00
Fifteen (15) years	- \$284.00
Sixteen (16) years	- \$294.00
Seventeen (17) years	- \$305.00
Eighteen (18) years	- \$315.00
Nineteen (19) years	- \$326.00
Twenty (20) years	- \$336.00

\*Maintenance and custodial employees who have been employed with the District shall receive an additional one-time only one hundred and five dollar (\$105.00) longevity payment upon having been employed for ten (10) years. Any member working beyond twenty years will continue to receive the twenty (20) years stipend of three hundred thirty-six dollars (\$336.00).

#### SECTION 8 – UNIFORMS

A. All full time custodial employees will receive a two hundred dollar (\$200.00) allowance and full time maintenance employees will receive a four hundred dollar (\$400) uniform allowance per year. The employee will be responsible for laundering and maintaining said uniforms. The above amounts will be prorated for part-time employees

B. Such uniform allowance will be pro-rated for a newly hired employee.

#### SECTION 9 – CELL PHONES

All full time maintenance employees will receive a two hundred (\$200) allowance per year.

### **ARTICLE 22**

#### **STRIKE PROHIBITION**

There shall be no strikes, lockouts, slowdowns, or other cessation of work nor shall there be any sympathy strikes, secondary boycotts, or political strikes during the term of this Agreement.

### **ARTICLE 23**

#### **CLASSIFICATION AND COMPENSATION**

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification set forth on Schedule A attached hereto and made a part hereof by reference.

**ARTICLE 24**  
**BINDING EFFECTIVE AGREEMENT**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.

**ARTICLE 25**  
**SCOPE, WAIVER, AND ALTERATION OF AGREEMENT**

**SECTION 1**

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

**SECTION 2**

The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

**SECTION 3**

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be effected thereby, and the parties shall enter into negotiations immediate replacement for such Article or Section, unless otherwise prohibited by law.

**SECTION 4**

The parties, upon mutual agreement, may amend this contract during the life of same, but neither party shall be obligated to consent to such amendment.

**SECTION 5**

The written policies of the Board which apply to wages, hours, or working conditions shall remain in effect and, except as they may be superseded by express provisions of this Agreement, shall govern the employment of the employees with like effect as the express provisions of this Agreement except the Board reserves the right to promulgate new policies or modify existing policies but not in conflict with the express provisions of this Agreement.

**ARTICLE 26**  
**TERMINATION AND MODIFICATION**

A. This Agreement shall continue in full force and effect until June 30, 2023.

B. If either party desires to terminate this Agreement, it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.

C. If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days prior to the termination, or any subsequent termination date, give written notice of amendment in this amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without notifying or changing any of the other terms of this Agreement.

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union: International Union of Operating Engineers, Local 324, 500 Hulet Drive, Bloomfield Township, MI 48302, if to the Employer addressed to: Madison School District, 3498 Treat Hwy., Adrian, MI 49221, Attention: Superintendent, or to any other such address the Union or the Employer may make available to each other.

E. The effective date of this Agreement is July 1, 2019.

F. An emergency manager appointed under the Local Government and School District Fiscal Responsibility Act, MCL 141.1501 et seq. may reject, modify, or terminate this Agreement as provided in that Act.



**SCHEDULE A**  
**WAGE SCHEDULE**

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Custodian	\$17.90	\$18.44	\$18.81	\$19.18
Maintenance	\$20.15	\$20.75	\$21.17	\$21.59

Employees covered by this Agreement shall serve a 90 day probation when hired. During this time the employee shall receive 80% of the Custodial or Maintenance rate. Upon successful completion of the 90 day probationary period the employee will receive the respective rate indicated on the Wage Schedule.

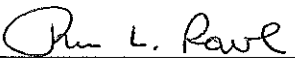
Maintenance employees must demonstrate electrical, masonry, carpentry, and plumbing skills satisfactory to the Employer.

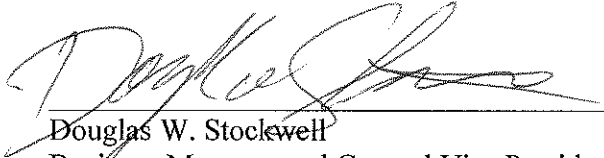
Any employee receiving a written critical reprimand regarding his/her work performance during the one year probationary period shall, depending on the nature of the reprimand, either be dismissed from employment or granted an additional probationary period of thirty (30) working days at the employee's present rate of pay. Only one (1) such additional probationary period shall be granted to an employee. A written critical reprimand may be made by the Maintenance/Transportation Supervisor, or the Superintendent. A signed copy of the reprimand shall be delivered to the employee, the Union Steward, the Maintenance/Transportation Supervisor, the Superintendent, and shall be placed in the employee's file.

IN WITNESS WHEREOF: the parties hereto have cause this instrument to be executed:


FOR THE EMPLOYER:  
**Board of Education**  
**Madison School District**

FOR THE UNION:  
**International Union of Operating Engineers**  
**Local 324**

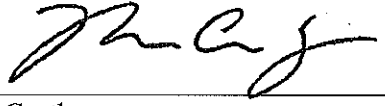
  
\_\_\_\_\_  
RYAN L. RAWL  
MADISON SCHOOL DISTRICT  
SUPERINTENDENT

  
\_\_\_\_\_  
Douglas W. Stockwell  
Business Manager and General Vice President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Kenneth D. Dombrow  
President

\_\_\_\_\_

  
\_\_\_\_\_  
Jeff McCarthy  
Recording-Corresponding Secretary

Date: July 23, 2019

Date: 8/20/19

KB/srp:ufcw876  
Madison Custodial-Maintenance 2019-2023.doc