



MASTER AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
ARMADA AREA SCHOOL DISTRICT
ARMADA, MICHIGAN

AND THE

ARMADA CUSTODIAL AND
MAINTENANCE ASSOCIATION
ARMADA, MICHIGAN

2024-2027

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MEMORANDUM OF AGREEMENT

PREAMBLE

THIS AGREEMENT, entered into this 15th day of June, 2021 by and between the Board of Education of the Armada Area School District of Armada, Michigan, hereinafter referred to as the BOARD, and the Armada Custodial and Maintenance ASSOCIATION, hereinafter referred to as the ASSOCIATION.

WITNESSETH:

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

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

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

ARTICLE I - RECOGNITION

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

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

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

ARTICLE II - BOARD RIGHTS

A. Authority:

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

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

B. Responsibilities:

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

ARTICLE III - ASSOCIATION RIGHTS

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

ARTICLE IV - DUTIES

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

at the discretion of the Administration. Each assignment will last no longer than two (2) weeks.

- D. The Foreman of Buildings, Grounds and Maintenance will set the regular work schedule for ASSOCIATION employees. Building Principals may alter, at times, the regular duties with reasonable work requests to better meet their building's needs. Head Custodians may direct afternoon and evening custodians on priority tasks to be performed. All building custodians will be jointly evaluated by the Foreman of Buildings, Grounds and Maintenance and the Building Principal(s).

ARTICLE V - WORK SCHEDULE AND HOURS

- A. All employees shall work a schedule that shall be determined by the Foreman of Buildings, Grounds and Maintenance.
- B. Employees shall normally work forty (40) hours per week, eight (8) hours per day.
- C. All overtime will be on a rotating seniority basis. The rotation order will be: 1) Full-time custodian in building; 2) Part-time custodian in building; 3) Master seniority list. Custodians shall have a twenty-four (24) hour notice for overtime to be worked unless an emergency arises. Mechanic overtime shall not be rotated but shall be performed by the mechanic.
- D. Any non-school related activities, not falling during regular working hours when school is in session or not in session, are to be treated as overtime. Hours during any days shall not be rearranged from the ASSOCIATION's regular working hours to accommodate the Board for non-school activities, so as not to have to pay overtime. Hours not falling on regular working schedules shall be compensated with time and a half; this includes weekends only when it exceeds 40 hours for the week. Paid holidays will be compensated at double time.
- E. Call In - Minimum two (2) hours guaranteed except when supervisor requests shift change. (Example-Employee is called in early Monday - Friday to assist in snow removal and works regular eight-hour day.)
- F. Employees shall report to work on days when school is closed due to an act of God (snow day). If an employee chooses to not report on a Snow Day, the employee must use a vacation or personal day. No bonus day will be awarded. Association members will receive one (1) bonus day for each snow day worked up to a maximum of six (6) bonus days. It is understood that the employee may be asked to report at a later time of day. Bonus days must be used by August 15th.

ARTICLE VI - COMPENSATION

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

Custodial			
	2024-2025	2025-2026	2026-2027
1	17.28	17.97	18.69
2	18.06	18.78	19.53
3	18.87	19.62	20.41
4	19.72	20.51	21.33
5	20.61	21.43	22.29
6	21.53	22.40	23.29
7	22.50	23.40	24.34
Maintenance 1			
	2024-2025	2025-2026	2026-2027
1	18.36	19.09	19.86
2	19.19	19.95	20.75
3	20.05	20.85	21.69
4	20.95	21.79	22.66
5	21.89	22.77	23.68
6	22.88	23.80	24.75
7	23.91	24.87	25.86
Maintenance 2			
	2024-2025	2025-2026	2026-2027
1	20.52	21.34	22.19
2	21.44	22.30	23.19
3	22.41	23.30	24.24
4	23.42	24.35	25.33
5	24.47	25.45	26.47
6	25.57	26.59	27.66
7	26.72	27.79	28.90

B. Certificate pay of \$.25 per hour shall be granted for the following certifications:

- Associates – Climate control technology
- HVAC
- Refrigeration
- Electrical
- Exam A – UST System Operator
- Exam B – UST System Operator
- EPA Certification
- ICC Certification
- Waterworks System Operator
- Pesticide Certification

C. Compensation for work exceeding forty (40) hours per week shall be at time and one-half rate computed at the total hourly rate. Compensatory time in lieu of overtime shall be at the rate of time and one half and must be approved by the Foreman of Buildings, Grounds and Maintenance. Compensatory time is capped at 40 hours. Anything over 40 hours is paid out. Denied compensatory requests

can be appealed to the Superintendent or his designee. Compensatory days must be used by August 15th.

- 1.) All other work divisions are eliminated.
- 2.) New hires have a 90-day probationary period.

- D. Increments in compensation as indicated in this article are not necessarily automatic. When deemed necessary by the Foreman of Buildings, Grounds and Maintenance and the Superintendent or his designee, an employee may be placed on probation for a period of time until a change in pay is warranted.
- E. All custodians shall be compensated at their regular pay (per Section A above) at a rate of time and one-half for working scheduled activities that do not come within working hours. Custodians shall rotate these responsibilities as per Article V, E. A week's notice of such activities will be given when possible. Additional rate for head building, maintenance custodian and mechanic shall be included in their hourly rate when computing overtime rates.
- F. Employees shall receive longevity pay based upon the following schedule:

5 years of service	\$ 550.00
10 years of service	925.00
15 years of service	1,295.00
20 years of service	1,675.00

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

ARTICLE VII - LEAVE OF ABSENCE

- A. SICK LEAVE - The BOARD shall grant a maximum of twelve (12) days per year sick leave each school year with one (1) sick day or personal day added at the employee's option if none are used during the year, which may accumulate to a maximum of forty-five (45) sick days. Association members with 46-60 accumulated days as of the date of the signed contract will be grandfathered. The BOARD shall have the right to request medical verification of absence.
- B. The BOARD shall grant time necessary not to exceed five (5) days for death in the family. Immediate family is limited to spouse, child, father, mother, father-in-law, mother-in-law, brother, sister, or other person permanently residing within the household. Bereavement shall also include grandchildren and grandparents. One bereavement day shall be granted for an Aunt, Uncle, Sister-in-law, Brother-in-law, niece or nephew if necessary.
- C. PERSONAL LEAVE - The BOARD shall grant a maximum of three (3) days per year for the conduct of personal business which cannot be handled outside of the working days. Notice of said personal leave day or days shall be given to the Foreman of Buildings, Grounds and Maintenance three (3) days prior to said leave, except in emergency situations. Personal days may be taken before or

after a holiday as long as school is not in session that day. If school is in session, personal days may not be taken except in an emergency. Personal days must be used by June 30th.

- D. Additional leaves of absence will be granted in accordance with the Family and Medical Leave Act (FMLA) and BOARD policy where applicable.
- E. All vacation, compensatory time, sick, and personal time must be exhausted before an employee can elect to take a pay deduction for time missed.

ARTICLE VIII - DISCIPLINE OF NON-PROBATIONARY EMPLOYEES

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

ARTICLE IX - VACATIONS

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

<u>DURATION OF EMPLOYMENT</u>	<u>VACATION EARNED</u>
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After 1 Year	1 Week
After 2 Years	2 Weeks
After 3 Years	2 Weeks + 1 Day
After 4 Years	2 Weeks + 3 Days
After 5 Years	3 Weeks
After 10 Years	4 Weeks
After 20 Years	5 Weeks

- C. Vacation requests for one week prior to the first day of school will only be approved in emergency situations. Unused vacation days may be carried over into the next year with administrative approval.

- D. All Vacation time renews July 1.
- E. All employees were prorated to keep all employees whole, vacation time so that all employees are on a July 1 rollover date for vacation time.

ARTICLE X - HOLIDAYS

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

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

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

ARTICLE XI - INSURANCE

- A. For full-time employees have the option to opt in or out of these insurances during the open enrollment period annually.

Level 1 – Board shall pay 80%

MESSA ABC Plan 1

Deductible - \$1,600 per member/\$3,200 per family* (as determined by the Federal government)

District will pay 50% of deductible. January 1st 50% and July 1st 50%

Long Term Disability – 70%

\$2,500 Maximum

30 Calendar Day – Straight Wait – Employee does not need to exhaust all days

Dental 80/80/80/60; \$1,000

Negotiated Life \$80,000 AD&D

Vision VSP Gold

Level 2 – Insurance

MESSA ABC PAK B – no health insurance election

Long Term Disability – 70%

\$2,500 Maximum

30 Calendar Day - Straight Wait – Employee does not need to exhaust all days
Dental 80/80/80/60; \$1,000
Negotiated Life \$80,000 AD&D
Vision VSP Gold

- B. In the event the full-time employee does not select group medical insurance, the person can select a cash payment of \$3,000 for the year. If the person goes on unpaid leave or terminates his/her employment during the contract year, then the cash payment will be prorated based upon the number of days worked versus the number of work days in the contract year.
1. The payment will be made on or before June 30th of the contract year.
 2. The terms and conditions covering the cash payment will be in compliance with federal and state tax laws.
 3. Any employee FICA, Medicare, federal, state and local taxes applicable to the cash payment are the responsibility of the employee.
- C. The BOARD will provide Eighty Thousand Dollars (\$80,000.00) of term group life insurance for all employees in the bargaining unit, payable to their designated beneficiary.
- D. The BOARD will pay the State required amount for retirement.
- E. A doctor's note is necessary if LTD continues for one year of illness. The Board will appoint a doctor at Board expense. If there is a professional difference of opinion, another physician's opinion will be required. The physician will be chosen by mutual agreement between the employee and the Board.
- F. The BOARD shall provide Long Term Disability (LTD) for non-Worker's Compensation claims as follows:
- 1st through 30th days (Calendar Days):
The employee will be required to use accumulated sick, vacation or personal days.
- After 30 calendar days
The BOARD shall provide 70% of the employee's regular rate of pay up to a maximum of \$2,500.00 per month with benefits beginning on the 31st day of disability.

NOTE: Insurance options will be discussed in the fall of each year once quotes are received.

ARTICLE XII - NEW EMPLOYEES

- A. All new ASSOCIATION employees hereunder shall serve a minimum probationary period of ninety (90) calendar days.

ARTICLE XIII - SENIORITY

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

ARTICLE XIV - GRIEVANCE PROCEDURE

- A. A grievance is a matter involving the violation of a specific article or section of this Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedures outlined in this article:
 - 1. The termination of the services of any probationary employee
 - 2. The placing of a probationary employee on an extended probationary period as provided herein
 - 3. Any complaint for which there is another remedial procedure or forum established by law or regulation having force of law
- C. If the employee or ASSOCIATION does not process the alleged grievance with the Supervisor of Custodial/Maintenance at Level One within ten (10) work days following the date on which the alleged grievance occurred, then the grievance shall be considered waived.
- D. Procedure:

Level 1 - Any employee or the ASSOCIATION shall discuss the alleged grievance with the Custodial/Maintenance Supervisor in an informal manner. The Custodial/Maintenance Supervisor shall have five (5) work days in which to resolve the problem.

Level 2 - Within five (5) work days of receipt of the decision of the Custodial/Maintenance Supervisor, the aggrieved employee or the ASSOCIATION may appeal to the Executive Director of Business and Operations. The appeal shall be in writing, and shall specify the section of the Agreement allegedly violated and shall contain the reason(s) for the appeal. Within ten (10) school days after the receipt of the appeal, the said Director of Business and Operations shall render his/her decision in writing.

Level 3 - Within five (5) work days of the receipt of the written decision of the Executive

Director of Business and Operations, the aggrieved employee or the ASSOCIATION may appeal the decision to the Superintendent or his/her designee. The appeal shall be in writing and shall contain the same wording as the grievance filed with the Executive Director of Business and Operations and shall contain the reason(s) for the appeal.

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

ARTICLE XVI - LAY-OFF AND RECALL

- A. Layoffs shall be done by qualifications and seniority. A seniority list shall be provided July 1st to the ASSOCIATION President by the Business Office.
- B. Recall shall be done in reverse order of lay-off. The last custodian laid off shall be the first to be recalled. Custodial-maintenance employees may not bump into the classification of mechanic, nor may the mechanic bump any custodial-maintenance employees if he is laid off.

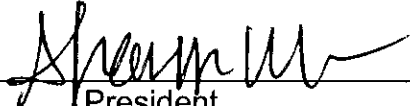
ARTICLE XVII - MISCELLANEOUS

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

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

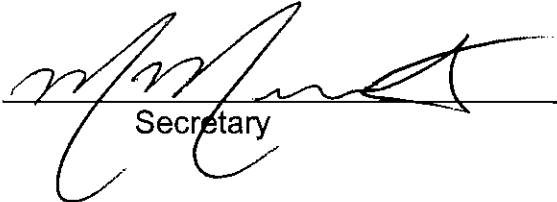
ARMADA BOARD OF EDUCATION

Dated 12-17-24



President

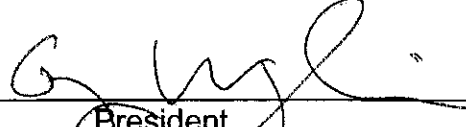
Dated 12-17-24



Secretary


ARMADA CUSTODIAL & MAINTENANCE ASSOCIATION

Dated _____



President

Dated _____



Secretary