



# **Collective Bargaining Agreement**

**Hamilton Community Schools  
&  
Hamilton Custodial / Maintenance Association**

**2025 - 2028**

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## PREAMBLE

This Agreement is entered into effective July 1, 2025, by and between the Board of Education of Hamilton Community Schools, Hamilton, Michigan, hereinafter called the "Board" and the Hamilton Custodial/Maintenance Association, an affiliate of the Michigan Education Association hereinafter called the "Association".

### ARTICLE I - RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive bargaining representative for all custodians and maintenance employees scheduled to work full-time or part-time for the Hamilton Community Schools. Excluded from this bargaining unit are student and on-call employees, supervisors, temporary employees and all other employees.
- B. All employees represented by the Association in the above-defined bargaining unit shall be referred to as "Bargaining Unit Members", "Members" or "Employees".
- C. The pronoun "he" shall refer to both male and female Bargaining Unit Members.

### ARTICLE II - BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the Hamilton Community School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School Code and the laws of the State, the Constitution of the State of Michigan and/or the United States provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement. Such rights, duties, and responsibilities shall include, by way of illustration and not by way of limitation, the right to:
  - 1. The executive management and administrative control of the school system, its facilities, property and employees.
  - 2. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, discipline, discharge, or transfer employees; assign work duties; determine the size of the work force, all of which are subject to the provisions of the law and terms of this agreement.
  - 3. Determine the services, supplies and equipment necessary for operation; to determine methods and means of distributing the above; establishing standards of operation, the means, methods and processes of carrying on the work.
  - 4. Determine the policy affecting the selection, testing or training of the employees.
  - 5. Meet such responsibilities and exercise its powers and rights through its administrative staff.
- B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of rules, regulations, policies, 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 School Code,



Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

### ARTICLE III - ASSOCIATION RIGHTS

- A. Each member shall have, upon his/her request, the opportunity to review material contained in his/her personnel file. The members may be accompanied by a representative of the Association for the purpose of reviewing his/her personnel file upon request by the member. A member may submit a written notation regarding any material placed in his/her file and the member's written notation shall be attached to the material in question.
- B. Duly authorized representatives of State and National levels of the Association shall be permitted to transact official Association business on school property provided this shall not interfere with nor interrupt normal school operation or the work of the employee's regular shift.
- C. The Board agrees to allow the Association access to public information as required under the Freedom of Information Act.
- D. Members of the Association shall have the right to use school building facilities and equipment when available and according to school board policy.
- E. Employee Representation. The parties expressly recognize the right to each employee to freely join or refrain from joining the Association and no employee shall be discriminated against by reason of his/her joining or refusing to join the Association. The Association, as may be required by law, shall represent all employees in the bargaining unit fairly and equally, according to the terms of this Agreement, without regard to an employee's Association membership. The Association shall remain the exclusive bargaining agent for the Bargaining Unit.
- F. The Board agrees to share a monthly personnel report or other communication with the Association if there are any bargaining unit members that are on leaves of absence extending one (1) month or more and/or that have left the employment of the District for any reason. If there are no changes for a month, then no report needs to be supplied. New employee data (Name, address, home/cell phone, home email, last 4 digits of SS#) shall be communicated electronically to the Association within 10 business days of the hiring, unless there are extenuating circumstances. The Association may request employee information, as permitted by the PERA, at any time. (
- G. The Association shall be granted up to five (5) days or 40 total hours of leave during which an Association member may conduct Association business. An additional 10 hours of unpaid leave may also be granted. The leave must be requested by the President of the Association no less than ten (10) days in advance except when an emergency occurs. If a substitute is required to cover the leave, the Association shall reimburse the Board the actual substitute cost.

### ARTICLE IV - PAYROLL DEDUCTIONS

- A. The Board, upon written authorization from each member of the Bargaining Unit, shall deduct from the wages of employees and make appropriate remittance for:
  - 1. Bank Direct Deposits



2. Health insurance and insurance options authorized by the Board;
  3. Annuities to companies approved by the Board.
  4. IRC 125 deductions approved by the Board
- B. Changes in deductions will be made upon receipt of the proper authorization from the employee in the Superintendent's Office.
- C. 403(b)/457 Plans
1. The Board and the association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The Board and the Association agree that 403(b) and 457 plans shall be available as laws allow and as available through the Michigan Retirement Investment Consortium (MRIC).
  2. The Board and Association agree to participate in the Michigan Retirement Investment Consortium (MRIC) to facilitate compliance with IRS law and Code. The Board agrees that all services as may be required to administer 403(b) and 457 plans will be at no cost to Association members.
  3. The parties further understand and agree that the regulations regarding the administration of 403(b) and 457 plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, the parties agree that:
    - a) The plan document shall allow employees the ability to make changes in the investment portfolio.
    - b) The plan document shall allow:
      - (i) Employer contributions if mutually agreed upon.
      - (ii) Roth IRS contributions.
      - (iii) "Catch-up" contributions as defined by the IRS.
      - (iv) Emergency or hardship withdrawals as allowed by the IRS.
      - (v) The ability of an employee to request and receive a loan as appropriate under 403(b) and /or 457 regulations.
      - (vi) Acceptance of contributions to the plan from monies generated by liquidation of another plan (IE "Rollover" accounts) subject to information sharing agreements.
      - (vii) Planned withdrawals to the extent permitted by the IRS and the plan.
      - (viii) Allow participating employees the ability to make changes in their contributions and investments to the extent permitted by the plan.
      - (ix) Any monies taken under a salary reduction agreement shall be remitted via the prescribed MRIC procedure at the end of each month, which shall comply with IRS requirements.
      - (x) All bargaining unit members are eligible to participate in the plan.

## ARTICLE V - EMPLOYEE RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations.
- B. The Board and the Association agree not to discriminate on the basis of age, race, religion, color, national origin, sex, participation in Union activities, institution of grievance and complaint proceedings under this agreement.
- C. The Board agrees that every custodial bargaining unit member shall have rights guaranteed in Public Act 379.

## ARTICLE VI - CONDITIONS OF EMPLOYMENT

- A. A full-time employee is defined as an employee who is scheduled to work 52 weeks, 35 to 40 hours per week. Under regular working conditions, a normal workday for a full-time employee consists of eight (8) hours per day and a normal workweek consists of five (5) consecutive workdays.
- B. A part-time employee is defined as an employee who is scheduled to work less than full-time. Included are employees scheduled to work partial weeks (less than 35 hours) and/or a partial year (less than 52 weeks).
  - 1. Under regular working conditions a normal work day for a part-time employee consists of two (2) to six (6) hours per day and a normal work week consists of five (5) consecutive work days. This normal two (2) to six (6) hour workday is not intended to be a minimum or maximum workday.
  - 2. The workweeks for a part-time employee shall normally be the weeks that school is in session and such additional days during school vacation periods as may be authorized by the supervisor.
  - 3. Regular part-time employees shall be offered additional hours of work during the weeks when school is out for the summer before such work is offered to temporary employees. To have priority, a part-time employee must notify the supervisor in writing, by May 15, of his or her interest in summer work.
- C. Shifts of work shall be determined by management as it makes schedules that in its judgment represent the best interest of the school district. Work schedules will be determined by the supervisor.
- D. Any Association member who is asked to report on a call-in basis above a forty (40) hour workweek shall be paid a minimum of two (2) hour's pay at time and one-half.
- E. Open and close. Call-in for building opening or closing shall be paid at a minimum of one and one half (1 1/2) hour's pay at time and one-half per opening or closing and be available to the group using the facility as well as perform custodial duties during the time scheduled by the district.
- F. If Bargaining Unit Members are asked by the administration to work overtime, they shall be paid at the following rate:
  - 1. Time and one-half for all hours worked over forty (40) hours per week.
  - 2. Double time for all hours worked on Sunday.
  - 3. Holiday pay for all hours worked on holidays that are defined in this Agreement is double time.



- G. The employer shall pay for Worker's Compensation insurance for the employee's protection against injury.
- H. Mandatory overtime shall not be required of any employee on Sunday. All hours worked on Sunday and holiday's shall be paid at double time regardless of the number of hours worked during the week.
- I. Each full-time employee will have a thirty (30) minute lunch period which shall normally be duty-free except for an emergency.
- J. There shall be two (2) "rest" breaks per eight (8) hour shift for all full-time employees. Each break shall not exceed fifteen (15) minutes in duration under any circumstance. Part-time employees shall get one (1) fifteen-minute break. Employees are responsible for ensuring unsupervised areas are secured while on break. At no time are students to be left alone in buildings.
- K. Any deviation from the schedule as approved herein shall be approved by the immediate supervisor.
- L. All members of the Bargaining Unit are primarily responsible to the Director of Operations, unless the Building Administrator directs the employee to do otherwise. If the supervisor is absent, a temporary or replacement supervisor may be designated.
- M. No Bargaining Unit Member shall be required to supervise. The duties of Supervision is the role of the district level supervisor.
- N. After the 90-day probationary period, all employees will be provided with one (1) set of shirts and pants uniforms for each day of the week scheduled, up to five (5), upon employment, and inclement weather gear shall be provided as needed. Uniforms must be worn on duty. Work sites where an employee works outside a substantial amount of time during inclement weather will have available proper clothing, i.e., heavy coat, rain gear. Probationary employees will be provided temporary uniforms. Winter: khaki pants or blue jeans. Summer: khaki shorts or blues jeans, no shorter than mid-thigh. Uniforms are provided by the district. There will be no reimbursements for items purchased by the employee.
- O. If an employee feels that his/her assigned workload cannot be completed in the hours allocated, he/she may request a review of the situation with their immediate supervisor. If the supervisor denies that request, the employee may appeal that request, in writing, to the district's Superintendent/Designee. The district's administration will respond in writing within 10 working days of the appeal being filed. If that appeal is turned down, the Association still reserves the right to file a "Demand to Bargain".
- P. Should an employee be required to hold a license/certificate in order to perform certain duties, such as a license/certificate required to use specific chemicals, the Board shall pay for any training, preparation, and fees related to obtaining and renewing said license(s).
- Q. The Board shall pay for the cost of training related to professional development that has been approved or required of bargaining unit members. This payment shall also include reimbursement for time, travel, meal and other related expense at rates/amounts equal to other staff.

## ARTICLE VII - PAID LEAVE

### A. Personal Illness or Injury Leave

1. In compliance with the Earned Sick Time Act of 2025 (ESTA), employees have the right to utilize earned sick time for permissible absences without facing negative repercussions. While unexcused absences or tardiness can disrupt student education and create challenges for colleagues, the use of earned sick time, as defined by law, will not be considered a factor in employee evaluations, job assignments, or decisions regarding continued employment. Employees are expected to adhere to their assigned schedules, but deviations for legally protected reasons, such as the use of earned sick time, will be accommodated.
2. Employees covered by this Agreement who are absent from duty because of illness or injury to self or immediate family shall be paid their regular wages for the period of such absence, not to exceed a total of ten (10) work days in any one year except where additional leave has been accumulated. The ten (10) days of annual leave shall be credited to the Association member's account on the following schedule:
  - a) Ten (10) days on the date the day probationary period is completed, but using the first day of employment as the starting date.
  - b) Ten (10) days each year thereafter. The total accumulation of leave days is limited to 100 full-time equivalent days (800 hours). If an employee begins the year with the maximum accumulation of 100 days, the employee shall be credited with the ten (10) days for that year, but cannot accumulate more than 100 days at the end of the year, nor carry over more than 100 days, nor be paid severance for more than 100 days.
  - c) Accumulation of leave days shall be on an eight (8) hour day equivalent basis. Example: a member working four hours per day who uses no leave days during a year will accumulate 40 hours (10 days x 4 hours) or five (5) eight (8) hour days equivalent.
  - d) Other employees who do not qualify as a "regular employee" but are eligible for accrued ESTA leave will earn sick time according to ESTA regulations.
3. Sick or bereavement leave pay will be paid on the basis of the length of the normal work day excluding overtime or holiday pay.
4. Absence due to illness or injury incurred in the course of the employee's employment shall be charged pro rata against the employee's sick leave days. If the employee is eligible for Worker's Compensation, the employee shall use his accumulated sick leave on a pro rata basis. The proration shall be at a rate that reflects the difference between the Worker's Compensation and the employees' regular take home pay for a period not to exceed the use of the accumulated sick leave or employee resignation whichever is first.
5. The Board shall maintain a list of substitute custodians for the purpose of working in the absence of a regular custodian when deemed necessary by the supervisor. Additional hours shall be offered first to employees in the affected building, if at all practical and appropriate.



6. Leaves extending beyond three (3) consecutive days will run concurrently with FMLA. The district may require verification from physicians or others as it relates to absences where over-utilization or misuse is suspected, or when other conditions warrant. However, for earned sick time (ESTA) of more than 3 consecutive days, the district may require reasonable documentation that the earned sick time has been used for a purpose described in Section 3.2.4 below. Upon the administrator's request, the employee must provide the documentation not more than 15 days after the request. If the district chooses to require documentation for earned sick time, the district is responsible for paying all out-of-pocket expenses the employee incurs in obtaining the documentation.
7. An employee can use earned sick time for:
  - a) The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
  - b) A family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition, or preventative medical care for a family member of the employee.

According to the document, family member includes:

    - (i) A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
    - (ii) A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or an individual who stood in loco parentis when the employee was a minor child.
    - (iii) An individual to whom the employee is legally married under the laws of any state or a domestic partner.
    - (iv) A grandparent or grandchild.
    - (v) A biological, foster, or adopted sibling.
    - (vi) An individual related by blood to the employee.
    - (vii) An individual whose close association with the employee is the equivalent of a family relationship.
  - c) If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

- d) For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.
- e) For closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.
- f) At the employee's choosing, sick leave may be used to cover loss of wages due to school cancellation as outlined in ARTICLE 16.B below.

**B. Bereavement or Approved Emergency**

- 1. Approved absence shall be allowed for bereavement involving a member's immediate family. A total of up to three (3) days will be allowed and deducted from sick leave to enable the employee to make arrangements for and attend the funeral when travel distance or other circumstances warrant. An additional two (2) days may be requested but will be chargeable to sick leave. Immediate family is defined as a member's spouse, spouse's parent, child, stepchild, siblings or parent. Approved absence for bereavement involving grandparents or in-laws may be allowed and will be deducted from sick leave.
- 2. Attendance of any funeral deemed important to the member will be granted under this section but will be deducted from sick leave.
- 3. Emergency care of someone in the immediate family of the member will be granted under this section and deducted from sick leave. The Board may require a doctor's statement attesting to the critical illness of the person needing this care. Immediate family is defined in item 1 above.

**C. Personal Business Day**

- 1. An individual member may be absent from work for three (3) days, non-cumulative without a reduction in wages to attend to personal business. No reason for personal day absence needs to be given by the employee. In addition, each employee shall be allowed to use one (1) unpaid personal business day each year that must be requested on a non-instructional day.
- 2. Requests for this day shall be made in writing to the member's supervisor 48 hours in advance of the requested absence date, except in case of an emergency.
- 3. No personal business day shall be taken on a day immediately prior to or following a vacation or holiday recess without prior approval by the supervisor and the Superintendent.
- 4. If the personal day is not used during the year, up to one personal day may be carried over to the following year. If a personal day cannot be carried over due



to the one-day maximum, it will be added to the sick leave accumulation of the member.

D. Jury Duty - Paid Leave

Members summoned to serve on jury duty shall be paid the fraction of their contractual salary equivalent to one day less the amount received for jury duty for each day served. If a member is not picked to serve on the jury for any day, he will then report to school to resume his normal duties. The Board retains the right to ask the judicial authority to excuse a member from jury duty in the event that it would create a hardship for the district.

## ARTICLE VIII - UNPAID LEAVES

A. A leave of absence shall be defined as the approved leave taken from all or part of one's assigned work.

B. General Provisions

1. Requests for leaves of absence shall be made in writing and submitted 15 days prior to the expected leave date. Requests for leaves of absence shall include the reason for the leave along with notification of the anticipated beginning and ending dates of said leave.
2. An employee returning from a leave of absence shall be reinstated to the same or equivalent position he/she held when the leave began. At least five (5) work days prior to the date a leave is scheduled to expire, the employee shall notify the Board of his/her intent to return to work.
3. An employee on unpaid leave shall not accumulate seniority nor shall they lose accumulated seniority.
4. Unpaid leaves shall be without Board paid benefits.

C. Military Leave

Any member who is called into the armed forces of the United States, or who is activated as a member of the reserve forces, or who enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in an open hostility involving active acts of warfare, shall be granted a leave of absence without pay for the period of such absence. Full credit on the salary schedule for each calendar year or major portion thereof spent in such military service will be granted to those so leaving Hamilton Community School service and returning thereto, provided that rights under this paragraph will terminate upon any voluntary extension of such military service.

D. Child Care Leave

1. A member who elects to use an unpaid childcare leave shall not use sick days during the leave period.
2. Notification that a request for childcare leave is forthcoming shall be given to the Superintendent at least three (3) months before the leave is to begin. The written request with beginning and ending dates for this leave must be given to the Superintendent at least two (2) months before the leave is to begin. Any variation of these requested dates due to the health of the member and with the medical doctor's advice may be adjusted by the Superintendent.

3. In the event of the death of the object child of the leave, the leave of absence may be terminated upon request of the member only if a position becomes vacant.
  4. In case of any dispute as to whether a member is able to adequately perform the duties to which she is regularly assigned, the physician who has treated the member through her pregnancy shall make the final and binding determination.
- E. Sick/Disability Leave
- An employee who is unable to work regularly because of a long-term major personal illness or disability that would qualify under the Family Medical Leave Act and who has exhausted all sick leave available shall be deemed on leave of absence without pay for the duration of such illness or disability, but no longer than twelve months (12) unless on Long Term Disability (LTD) Benefits. The employee's returning from LTD beyond twelve (12) months, and upon medical clearance to return to duty from their medical provider, shall only return to a current vacant position or one that becomes available in the future. A request for an extension of the leave may be made to the Superintendent at least one month prior to the end of the approved leave. Medical proof of illness or disability is required.

#### ARTICLE IX - VACANCIES AND TRANSFERS

- A. When the district determines a vacancy exists, notice of such shall be sent via e-mail to all employees at least one (1) week before the position is filled. A job description will be made available upon request.
- B. Vacancies shall be filled on the basis of experience, length of service within the district, reliability, disciplinary history and ability to perform the work as determined by the administration. All qualifications being equal, the most senior employee shall be awarded the position over new hires for new or vacant positions.
- C. Employees may apply to the supervisor at any time within five (5) workdays of receiving the notice by e-mail.
- D. An involuntary transfer or assignment shall be made only after a meeting with the member, the Superintendent or his designee and an Association representative (if requested by the member) at which time the member shall be notified of the reason for the assignment or transfer.
- E. Requests for transfer shall be made in writing, including e-mail, to the supervisor.

#### ARTICLE X - BARGAINING UNIT MEMBER PROTECTION

- A. No non-probationary Bargaining Unit Member shall be disciplined or discharged without just cause. It is agreed and understood that, under normal circumstances, the following progressive system of discipline shall be followed in disciplining non-probationary employees:
  1. Verbal warning by supervisor or appropriate administrator with written notice kept by supervisor
  2. Written reprimand by supervisor or appropriate administrator included in personnel file
  3. Suspension with or without pay



#### 4. Dismissal

It is recognized that the seriousness of a problem may cause the problem to be dealt with at a higher level than in the order of discipline as listed above.

- B. A member shall be entitled to have a representative of the Association present during any disciplinary action. An opportunity for representation shall be afforded when requested by the member.
- C. In the event a complaint is made by any person or group against any Bargaining Unit Member, the Board shall notify the Bargaining Unit Member prior to placing said substantiated complaint in the Bargaining Unit Member's personnel file and the Bargaining Unit Member shall be allowed to write a rebuttal to be attached to any complaint placed in their personnel file.

#### ARTICLE XI - ASSAULTS

- A. Any case of assault upon a Bargaining Unit Member while in the course of his or her employment shall be promptly reported to the Board. The Board shall provide reasonable assistance to any employee for their legal defense for actions arising out of their proper performance of duties.
- B. If a Bargaining Unit Member is free of fault, then he shall suffer no loss of pay for time lost in connection with said assault for the duration of his accumulated sick leave and two weeks thereafter.

#### ARTICLE XII - SENIORITY

- A. Bargaining Unit Members shall be on probation for the first ninety (90) calendar days of their employment. The probationary period shall be extended one day for each day of unpaid leave taken by the probationary employee.
- B. When Bargaining Unit Members complete the probationary period, they shall be entered on the seniority list of their classification and rank for seniority from the last date of hire. There shall be no seniority among probationary employees.
- C. In the event more than one individual begins employment on the same date, all individuals so affected will participate in a drawing to determine the position of the seniority list.
- D. For the purpose of this Agreement, seniority shall accrue and be applied within the following classifications:
  - Custodian
  - General Maintenance
  - Specialized Maintenance
- E. Seniority will be accrued on a yearly basis with both full-time and part-time employees earning a full year regardless of the number of hours worked in that year. Seniority will not accrue on unpaid leaves and LTD leaves. Upon return from these leaves, the employee will retain and accrue seniority from the time they left on that leave.

- F. If a specialized maintenance position is eliminated, employees in that classification shall have the right to bump less senior general maintenance employees. If a general maintenance position is eliminated, employees in that classification shall have the right to bump less senior general maintenance employees.

### ARTICLE XIII - LAYOFF AND RECALL

In the event of a layoff the following procedure will be utilized:

- A. Probationary employees within the classification(s) to be reduced shall be laid off first, providing a non-probationary employee is qualified and capable of filling the position if the position is to be maintained.
- B. If a further reduction is instituted, the employees will be laid off on the basis of seniority within the classification and their records of employment in the district. Where the records of employment are equal, employees shall be laid off in the inverse order of seniority within the classification provided there is a more senior employee qualified and able to perform the duties of the position being vacated and/or continued.
- C. When the workforce is increased after a layoff, the most senior employees within the classifications being increased will be recalled first to positions within the classifications, except where the senior employee lacks the necessary qualifications to perform the duties of the open position.
- D. Bargaining Unit Members shall be given at least thirty (30) days notice of layoff except in cases of emergency or in layoffs of short duration which shall not exceed one (1) week.
- E. In the event of recall within one (1) year, Bargaining Unit Members who have been previously laid off will be recalled in inverse order by certified or registered letter. The letter shall inform the employee of an opening and shall specify the date the Bargaining Unit Member is required to report to work.
- F. If the Bargaining Unit Member fails to notify the Board of his intent to return to work within five (5) days after the mailing or if he fails to report to work as required, he shall be considered a quit.
- G. The employee is obligated to notify the Board of his current address.

### ARTICLE XIV - JOB DESCRIPTIONS AND PERFORMANCE REVIEWS

- A. The school district will provide all employees with job descriptions, that relate directly to the employee's assigned work.
- B. Evaluations will take place every three years or as necessary after year three.
- C. Probationary employees will be evaluated before the completion of their probationary period. If an evaluation is not conducted by the required date, it will be assumed that the employee's performance falls within the "Applying" and "Satisfactory" ranges of the evaluation rubric. Support Staff Evaluation Form, Support Staff Evaluation Rubric and Support Staff Improvement Plan Form are found in Appendix A.
- D. A written report of the performance review will be placed in the employee's personnel file.



1. Employees shall be given a copy of any written performance report that is to be placed in the personnel file and may request a conference with the Supervisor in relation to the report.
2. Employees may attach a signed comment sheet to any written performance report that is placed in his or her personnel file.
3. Any written report of an employee's performance review shall be based on job performance, as defined by job descriptions, written Board policies, directives and work rules.
4. A copy of the performance review form used by the Board will be given to employees within sixty (60) workdays of the beginning of the school year.

#### ARTICLE XV - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
  1. The termination of services of, or failure to re-employ, any probationary employee; except for Association activity.
  2. Any matter for which there is recourse under state or federal statutes.
- B. The term "days" as used herein shall mean scheduled workdays.
- C. Written grievances as required shall contain the following:
  1. It shall be signed;
  2. It shall be specific;
  3. It shall contain a synopsis of the facts, giving rise to the alleged violation;
  4. It shall cite the section or sub-sections of this contract alleged to have been violated;
  5. It shall contain the date of the alleged violation;
  6. It shall specify the relief requested.

Any grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

##### D. Level One

A grievant alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence orally discuss the grievance with the Building and Grounds Supervisor in an attempt to resolve same.

If no resolution is obtained within five (5) days of the discussion, the grievant shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.

##### Level Two

A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within ten (10) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or

the designated Association representative, at the option of the grievant, to discuss the grievance.

Within ten (10) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, and the immediate supervisor and place a copy of the same in a permanent file in his office.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within ten (10) days of the discussion appeal the same to Level Three.

#### Level Three

1. If the Association is not satisfied with the disposition of the grievance at Level Two, it may within twenty (20) days after the decision of the Board or their designated agent refer the matter for arbitration. The parties will meet within ten (10) days to select an arbitrator according to the following procedure.
  - a) A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the union or the Board.
  - b) Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.
  - c) The parties will alternate the initiation of the elimination process with each successive grievance.
  - d) Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.
  - e) Should either the Board or the Union wish to terminate the use of the pre-selected panel arrangement for the selection of grievance arbitrators, the party wishing to terminate the panel shall give one year's notice to the other party. Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association subject to its rules.
2. Each party shall submit to the other party not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses that will be proven at the hearing. Neither party may raise a new defense or ground at the arbitration hearing not previously raised or disclosed to the other party.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. The powers of the arbitrator are subject to the following limitations:
  - a) She/he shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.



- b) She/he shall have no power to establish salary scales or to change any salary.
  - c) She/he shall have no power to interpret state or federal law.
  - d) If either party disputes the ability to arbitrate any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act on the merits of the grievance until the ability to arbitrate has been determined.
- E. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board.
- F. All preparation or consideration of grievances shall be held at times other than when an employee or a participating Association representative is to be at their assigned duty station.
- G. If any of the time requirements of the above procedures are not met, the grievance shall be automatically moved to the next step. The time requirements shall be strictly observed but may be waived or extended by written agreement of the parties.

#### ARTICLE XVI - INCLEMENT CONDITIONS

- A. Nothing in this Agreement shall require the Board to keep the Hamilton Community Schools open in the event of inclement weather, or when otherwise prevented by an Act of God.
  - 1. The Supervisor will determine which employees will be designated to work on days which student attendance is canceled due to unforeseen circumstances.
- B. On days in which student attendance is canceled due to unforeseen circumstances, employees designated to work will be required to report to work unless directed otherwise by their Supervisor or the Superintendent. If directed not to report, or the employee feels it is not safe to report, up to five (5) sick, personal leave or vacation days may be used in a school year, if available, to receive payment for the scheduled work. Employees who do not come in and who do not want to use a sick, personal leave, or a vacation day may choose not to be paid for that day. One such unpaid day may be used per school year. Employees not designated to work will follow the employee handbook.
- C. If approved by the supervisor, for an employee who is scheduled to work on a snow day (as defined above) and who can safely do so either earlier or later than their scheduled shift to do so, if that employee works the scheduled number of hours. Employees scheduled to work a shift that aligns with a district event that is not canceled may not adjust their shift.
- D. During days of school cancellation, the supervisor has the ability to determine alternate work schedules, assignments and locations.

#### ARTICLE XVII - VACATIONS AND HOLIDAYS

- A. Paid vacation time is computed on the vacation year from July 1 to June 30. Vacation will be granted to non-probationary employees on July 1 each year and to other employees after successfully completing the probationary period.
- B. Paid vacation time shall be calculated on a member's normal workweek exclusive of overtime and additional summer hours. A member's normal workweek shall be defined

as the number of hours per week the member is regularly scheduled to work during a five (5) day week when school is in session. Vacation will be prorated for members working 20 hours or more per week (hours per day basis) and/or less than 52 weeks per year (weeks per year basis) will also be prorated.

1. Members who have been employed for one (1) or more years will have their paid vacation time granted for the period computed as follows:

<b>Length of Employment</b>	<b>Full Year Members (12/12)</b>	<b>School Year Members (9/12)</b>
1 to 2 years	5 workdays	3 workdays
2 years but less than 6 years	10 workdays	7.5 workdays
6 years but less than 15 years	15 workdays	11.25 workdays
15 years or more	20 workdays	15 workdays

2. Whenever possible, employees will attempt to use their vacation days on noninstructional days to avoid disruption to the educational process. Beginning at the start of the 2015-16 school year, employees will be required to use the following quantity of vacation days on non-instructional days:

<b>Length of Employment</b>	<b>Full Year Members (12/12)</b>	<b>School Year Members (9/12)</b>
1 to 2 years	2 workdays	1 workday
2 years but less than 6 years	3 workdays	2 workdays
6 years but less than 15 years	4 workdays	3 workdays
15 years or more	5 workdays	4 workdays

3. First-year bargaining members, who are scheduled to work 52 weeks, shall from their date of successfully completing their probationary period to June 30 earn paid vacation time as follows:

<b>Month of End Probation</b>	<b>Full Year Members</b>	<b>School Year Members (9/12)</b>
May, June	0 workdays	0 workdays
March, April	1 workday	0.75 workday
January, February	2 workdays	1.5 workdays



November, December	3 workdays	2.25 workdays
September, October	4 workdays	3 workdays
July August	5 workdays	3.75 workdays

- C. A maximum of five (5) unused paid vacation days may be carried over beyond June 30 to the following vacation year. At no time will the number of vacation days available for use during a year be more than five (5) greater than the number earned during the prior year.
- D. Requests for vacation must be in writing, via email or other designated online submission system, to the supervisor.
- E. Employee vacation schedules are subject to the approval of the supervisor.
  - 1. When the number of requests for vacation during a specific period is greater than the number to be granted, preference will be given to the member who makes the earlier request or who has been employed the longest. Preference based on length of service will be granted to an employee only one (1) time during any calendar year.
  - 2. It is specifically recognized that all requests may be denied for certain periods of the year such as two (2) weeks before school starts, Christmas vacation, spring vacation, or other times determined by the supervisor.
  - 3. Alternative work schedules for Christmas Break, Spring Break, and Summer Break may be arranged by mutual consent of the supervisor and member without affecting the amount of vacation granted. Alternative schedules must be documented before December 15 for Christmas Break, March 15 for Spring Break, and May 20 for Summer Break. Vacation time for scheduled work days on the alternative work schedule will be deducted on an hourly basis as taken.
- F. To qualify for holiday pay, the holiday must fall within the employee's normal work calendar. Employees are eligible to receive holiday pay if they are typically scheduled for that day. A member must work the last scheduled day before the holiday and the next scheduled day after the holiday unless the member is absent under the conditions of the paid illness, disability, bereavement or vacation leave. Personal leave may NOT be used. Part-time employees who work a regular schedule throughout the summer will qualify for July 4 holiday pay at their regular school year rate.
  - 1. For a part-time employee, the last scheduled day before the holiday during the Christmas/New Year's period will be understood as the last day school is in session in December and the next scheduled day after the holiday as the first day school resumes in January.
  - 2. Part-time employees may be required to work a number of hours during the Christmas/New Year's school vacation period equal to the number of hours of holiday pay for which they qualify. Failure to work the number of hours when requested will result in a proportional loss of holiday pay.
- G. All eligible employees shall receive pay for the following holidays:
  - New Year's Day
  - Thanksgiving Day

Memorial Day	Day following Thanksgiving
July 4	Day before Christmas
Labor Day	Christmas Day
	Day before New Year's Day

- H. If a holiday falls on Saturday, Friday shall be considered the holiday. If a holiday falls on Sunday, Monday shall be considered the holiday.

## ARTICLE XVIII - WAGES

### A. Wages

1. See Appendix B for Salary Schedule for 2025-2026 through 2027-2028
2. Other
  - a) Maintenance Certifications      \$.50 - \$5.00/hour (item B below)
  - b) Emergency Duty                      \$60/week
  - c) Night Premium                        \$1.50/hour
    - (i) The Night Premium rate will be instilled after 3 pm. All employee hours after 3 pm will be paid at the Night Premium rate.
  - d) Master Custodian                      \$1.25/hour
    - (i) Beginning in the 2021-22 School year the District will assign and maintain, on a consistent daily (M-F) basis, one (1) AM Master Custodian from the hourly Bargaining Unit staff as a full-time position in the district.
    - (ii) The Master Custodian position will be paid an additional \$1.25 for the FULL daily shift they work (8-hour shift per day).
    - (iii) The Master Custodian(s) are responsible for their traditional job duties and any additional "on call" or "emergency needs" during their normal Monday through Friday shift during the workweek. Weekend responsibilities do not apply to Master Custodian. Instead, those responsibilities fall directly on the district's Supervisor.
    - (iv) A temporary Master Custodian will be assigned in the instance the typical Master Custodian is on an extended leave of absence, vacation, or absent from work for more than 5 days in a row.
    - (v) As additional Master Custodian positions are formed or added in the future, the specifics of each of those positions, including required hours and duties, will be negotiated between the District and the Association.

- B. Placement on these wage scales for any person being placed on a particular scale for the first time may begin at a higher level than Step One if the administration decides year of skills gained in another position either inside or outside of Hamilton Community Schools warrants such credit

If an employee, whose normal work schedule qualifies for the night premium, is asked by the supervisor to work additional hours, the employee will be paid the day rate for



those hours before the night shift time and the night rate for those hours after the night shift time.

A wage scale and employee group designated as Specialized Maintenance employees is established for those maintenance employees presently receiving additional pay for possessing certain district-designated special licenses/certifications. This wage scale will be \$0.50 to a cap of \$5 per hour above the regular Maintenance category depending on the level of specialization and/or licenses/certifications.

- C. District-designated additional pay will be grouped into three levels. These levels are meant to represent the amount of time that said license/certification will/would be used. Any additional request to add to the certifications listed below must be brought to the attention of the superintendent for approval prior to initiating the training needed.

The Member must first have supervisor and Director of Operations approval before pursuing training/certification. The Member is required to maintain each valid certification and provide renewals to Human Resources prior to expiration. The additional pay will be lost for every license/certification that is either lapsed or no longer required by the district.

Level 1 (50 cents per hour for each certification)

Commercial Pesticide Applicator License with categories 3A, 3B, and 6

Commercial Pesticide Applicator License with category 7A

Electrical Apprentice (50 cents for every 2000 hours)

Plumbing Apprentice (50 cents for every 2000 hours)

Asbestos Training- (16 hour course & 4 hour annual refresher course requirement)

Mechanical - Class B

Licensed Mechanical Contractor

Level 2 (75 cents per hour for each certification)

Certified Pool Operator (renewed every 3 years)

EGLE S-5 Waterworks System Operator

EGLE L-1 Lagoon Operator (C-1c certified)

Boiler Operator License

HVAC/R Certified

Mechanical - Class A

Level 3 (\$1.25 per hour for each certification)

Journeymen: Plumbing or Electrical (in addition to the Level I Apprenticeship increases)

Universal Refrigeration License

Boiler Engineer License

- D. All employees eligible to receive a step increase will receive that step increase on July 1<sup>st</sup> of each year.

Employees completing their probationary period between April 1 and July 1 will not be eligible for a step on the scale until July 1 of the calendar year after their hire. (Example:

An Employee completes his/her probationary period on April 15, 2021. They will transition to Step Two on July 1, 2022.

## ARTICLE XIX - RETIREMENT

- A. All bargaining unit members are members of the Michigan Public School Employee Retirement System and shall be granted any benefits thereof.
- B. Upon retirement (meeting the requirements of the Michigan Public School Employees Retirement Board conditions for retirement) or death, the member (or his/her survivor) shall receive payment in the amount of fifty (50%) of the accumulated sick leave hours times step one of member's pay category. Employees hired after November 5, 2012 will not be eligible for this benefit.

## ARTICLE XX - INSURANCE BENEFITS

- A. Benefits — Full-Time Employees

The Board shall provide the insurance benefits of this item to full-time employees.

- 1. Health Insurance - the Board shall provide health insurance through MESSA. With rising healthcare costs, MESSA plan offerings will be bargained each year moving forward and included in open enrollment. At a minimum, the plan options will include a low deductible plan as well as a high deductible HSA plan for members to choose from. Plan details and any changes will be communicated to members prior to each open enrollment period.

Employees shall contribute annually an amount equal to the difference between the cost of the member's elected medical insurance coverage level and the District's annual contribution toward the premium of January 1 through December 31. The Board shall pay the state mandated hard cap amounts or an 80/20 split toward eligible employees' medical coverage, whichever is greater, towards the employee's health insurance. The annual amount will be adjusted on January 1 of each year of this contract.

- 2. Dental Insurance - the dental insurance will be as specified below:

Dental Plan Full Family MESSA Delta Dental Insurance

**Classes I-III**      90%/80%/80%; \$1,600 or equivalent coverage

**Class IV**          \$2,300 or equivalent coverage

- 3. Life Insurance - the amount of life insurance coverage will be \$25,000 of term life insurance.
- 4. Long-Term Disability (LTD) Insurance - the LTD insurance will be as specified below:
  - a) Benefit percentage shall be 66 2/3% of eligible wages;
  - b) Maximum monthly income benefit shall be \$3,000;
  - c) 90 calendar day waiting period, modified fill;



- d) The insurance carrier and any further specifications or requirements will be determined by the Board.
  - 5. Vision Insurance the vision insurance will be MESSA VSP 3 Plus. The District will reimburse for one annual eye exam per year, with the member's current ophthalmologist, if not covered at the current VSP-3 Plus rate.
  - 6. Cash-in-Lieu Full-time employees not electing health insurance coverage shall apply up to the amount of the single subscriber of the state mandated hardcap) toward the fixed option programs or tax deferred investment through one of the school's approved carriers, or a combination of both. If a husband and wife are both fulltime members of this bargaining unit, one shall elect health insurance coverage and the other shall elect options. An open enrollment period shall be provided whenever premium subsidy amount change for the groups.
- B. Benefits — Part-Time Employees
- 1. Health Insurance - Employees working less than full-time will be granted access to MESSA Health Plans offered to full-time employees. Part-time employees will pay 100% of the health premiums. Employee costs may be covered through deductions in a Section 125 plan. Premium co-pays will be evenly deducted from pay throughout the year.
  - 2. Life Insurance - The Board shall provide to all employees the amount of life insurance coverage will be \$25,000 of term life insurance.
  - 3. Long-Term Disability (LTD) Insurance - for all members regularly scheduled to work twenty (20) or more hours during a normal work week while school is in session the LTD insurance will be as specified below:
    - a) Benefit percentage shall be 66 - 2/3% of eligible wages;
    - b) Maximum monthly income benefit shall be \$3,000;
    - c) 90 calendar day waiting period, modified fill;
    - d) The insurance carrier and any further specifications or requirements will be determined by the Board.

## ARTICLE XXI - CONTINUITY OF OPERATIONS

The Association agrees that for the duration of this Agreement neither the Association nor its individual members will authorize or take part in a strike, work stoppage, or slowdown for any purpose whatsoever. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action that the Board deems necessary.

The Board agrees that it will not lock out its employees.

## ARTICLE XXII - GENERAL PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board that shall be contrary to or inconsistent with its terms.
- B. The Board shall pay the expense of printing this Agreement. One (1) shall be made available to each Bargaining Unit Member and five (5) extra copies for the Hamilton Custodial/Maintenance Association shall be provided.

#### ARTICLE XXIII - WAIVER

The parties acknowledge that during the negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands that proposals with respect to any subject not removed by law from the area of collective bargaining. The 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 HCA, for the life of this Agreement, each waives the right to bargain collectively with respect to any subject referred to in this Agreement, or with respect to any subject not specifically referred to in this Agreement, even though such subject may not have been within the knowledge of either or both parties at the time that they negotiated or signed this Agreement.

#### ARTICLE XXIV - SEVERABILITY

In the event that any provision of this Agreement shall, at any time, be held to be contrary to law, such provision shall be null and void; however, all other provisions of this Agreement shall continue in full force and effect.

#### ARTICLE XXV - ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing g 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 HCA. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the HCA. 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.


The supervisor and an Association appointed representative shall meet bi-monthly (January, March, May, July, September, November) for the purpose of reviewing the administration of the existing contract and other matters of concern. Meetings will be scheduled on the second Thursday or another mutually agreeable date.




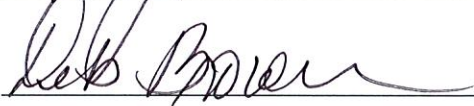
ARTICLE XXVI - DURATION OF AGREEMENT

This will be an agreement beginning July 1, 2025. This Agreement shall continue in full force and effect through June 30, 2028. This Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

FOR THE  
HAMILTON CUSTODIAL/MAINTENANCE  
ASSOCIATION

  
\_\_\_\_\_  
Ashley Cooper  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE  
HAMILTON COMMUNITY SCHOOLS  
BOARD OF EDUCATION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
John Theodore  
\_\_\_\_\_  
Megan E. Mc  
\_\_\_\_\_

## APPENDIX A - EVALUATION DOCUMENTS

### Hamilton Community Schools | Support Staff Evaluation Form

\_\_\_\_ School Year

Due Date: June 30

Employee (Print Name): \_\_\_\_\_ Position Title: \_\_\_\_\_

Evaluator (Print Name): \_\_\_\_\_ School: \_\_\_\_\_

☐ Probationary Period ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ other

**Performance Criteria**  
(Please see Support Staff Evaluation Rubric)

\*(Every 3 years or as necessary after year 3)

	Unsatisfactory 1	Developing 2	Applying 3	Innovating 4
1. DEPENDABILITY (demonstrates commitment to demands of the job; meets deadlines)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. ATTITUDE (flexible, respectful, cooperative)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. INITIATIVE (self-motivated, resourceful, independent)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. JUDGEMENT (discretion, confidentiality)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. FOLLOWS CHAIN OF COMMAND	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. TEAMWORK	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. JOB KNOWLEDGE & ACCURACY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. PROFESSIONAL GROWTH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. SAFETY	<input type="checkbox"/> Satisfactory		<input type="checkbox"/> Unsatisfactory	
10. ATTENDANCE <i>Attendance Comments:</i>	<input type="checkbox"/> Satisfactory		<input type="checkbox"/> Unsatisfactory	
11. OVERALL EVALUATION	<input type="checkbox"/> Satisfactory		<input type="checkbox"/> Unsatisfactory	

Evaluator's Comments: \_\_\_\_\_

☐ Improvement plan is necessary and attached

Employee's Comments: \_\_\_\_\_

Signature of Evaluator/ Date \_\_\_\_\_

Signature of Administrator/ Date \_\_\_\_\_

Signature of Employee/ Date \_\_\_\_\_

\*The employee's signature indicates only that he/she has seen this evaluation and does not indicate agreement or disagreement with the evaluation.



## Hamilton Community Schools | Support Staff Evaluation Rubric

Job Standard	Unsatisfactory	Developing	Applying	Innovating
1) Dependability	<ul style="list-style-type: none"> <li>Frequently arrives to work late or leaves early</li> <li>Fails to notify administration of tardiness or absence</li> <li>Assigned tasks/projects are late or incomplete</li> </ul>	<ul style="list-style-type: none"> <li>Arrives at work on time</li> <li>Follows sub-line and/or emergency absence procedures</li> <li>Generally completes tasks on time</li> </ul>	<ul style="list-style-type: none"> <li>Prepared to start work on time</li> <li>Notifies administration of absence in a timely manner</li> <li>Completes tasks and meets deadlines</li> </ul>	<ul style="list-style-type: none"> <li>Gives administration advanced written notice when absence is anticipated</li> <li>Consistently completes tasks and meets deadlines</li> <li>Initiates communication with supervisor re: status of ongoing or unfinished projects</li> </ul>
2) Attitude	<ul style="list-style-type: none"> <li>Is unavailable for reassignment when schedule is unexpectedly open</li> <li>Displays negative attitude towards assisting others</li> </ul>	<ul style="list-style-type: none"> <li>When given direction accepts unanticipated scheduled assignment</li> <li>Upon request will assist students, co-workers and supervisors</li> </ul>	<ul style="list-style-type: none"> <li>Anticipates schedule changes and adjusts activities accordingly</li> <li>Independently identifies where assistance is needed and provides it</li> </ul>	<ul style="list-style-type: none"> <li>Volunteers for unanticipated assignment</li> <li>Engages in unplanned activities when schedule is unexpectedly open</li> <li>Shows respect to parents, students and colleagues</li> </ul>
3) Initiative	<ul style="list-style-type: none"> <li>Carries out tasks half-heartedly or reluctantly</li> <li>Disregards supervisor's suggestions or requires continual monitoring</li> </ul>	<ul style="list-style-type: none"> <li>Sometimes appears indifferent towards work assignments</li> <li>Makes improvements only when directed</li> </ul>	<ul style="list-style-type: none"> <li>Asks questions to improve job performance or secure resources</li> </ul>	<ul style="list-style-type: none"> <li>Anticipates new ideas and assists where needed</li> <li>Suggests solutions and ideas to supervisor/administration</li> </ul>
4) Judgment	<ul style="list-style-type: none"> <li>Indiscreet disclosure of personal information</li> <li>Ignores violations of law or school policy and rules</li> </ul>	<ul style="list-style-type: none"> <li>Practices confidentiality by implementing school/district "need to know" guidelines and reports violations of law or school policies to admin</li> </ul>	<ul style="list-style-type: none"> <li>Implements all school and district guidelines for confidentiality</li> </ul>	<ul style="list-style-type: none"> <li>Protects confidentiality of student/family/colleague/other</li> <li>Seeks out information related to law or school policy and rules</li> </ul>
5) Follows chain of command when communicating with coworkers, teachers, other professional staff and administration.	<ul style="list-style-type: none"> <li>Disregards supervisor's directions</li> <li>Incomplete or late with form completion</li> <li>Ignores requests by supervisors or others for written or verbal information</li> </ul>	<ul style="list-style-type: none"> <li>Follows supervisor's directions</li> <li>With supervision, can complete forms required by district in a timely manner</li> <li>Inconsistently responds to written or verbal requests for information</li> </ul>	<ul style="list-style-type: none"> <li>Appropriately seeks out direction from supervisor</li> <li>Independently completes forms and reports accurately</li> <li>Responds to all requests for information</li> </ul>	<ul style="list-style-type: none"> <li>Differentiates between decisions that need administrative approval from those that are within the employee's role</li> <li>Initiates and responds to contact with supervising teacher or others by written or oral means</li> </ul>
6) Teamwork	<ul style="list-style-type: none"> <li>Does not work well with others</li> <li>Uses negative tone of voice, inappropriate volume and pitch when speaking</li> </ul>	<ul style="list-style-type: none"> <li>Cooperates with others when required</li> <li>Limited interpersonal skills</li> </ul>	<ul style="list-style-type: none"> <li>Congenial and cooperative</li> <li>Ability to work well with others</li> </ul>	<ul style="list-style-type: none"> <li>Works well with others, including coworkers, administration and students</li> <li>Demonstrates excellent interpersonal skills</li> </ul>
7) Job Knowledge & Accuracy	<ul style="list-style-type: none"> <li>In accordance with job description:</li> <li>Lacks knowledge and skills about work duties</li> <li>Serious knowledge retention problems</li> <li>Requires constant instruction &amp; explanation</li> <li>Frequently inaccurate</li> </ul>	<ul style="list-style-type: none"> <li>In accordance with job description:</li> <li>Sufficient knowledge and skills to perform job at a basic level</li> <li>Requires frequent instruction &amp; explanation</li> <li>Usually accurate</li> </ul>	<ul style="list-style-type: none"> <li>In accordance with job description:</li> <li>Sufficient knowledge and skills to perform job</li> <li>Usually quick to understand &amp; learn</li> <li>Is almost always accurate</li> </ul>	<ul style="list-style-type: none"> <li>In accordance with job description:</li> <li>Very good knowledge and skills to perform job</li> <li>Understands all phases of work with little or no coaching</li> <li>Is accurate in all work</li> </ul>
8) Professional Growth	<ul style="list-style-type: none"> <li>Does not attend training or other in-service opportunities</li> </ul>	<ul style="list-style-type: none"> <li>Attends training as required by administration</li> <li>Little interest in expanding skills beyond basics needed for the job</li> </ul>	<ul style="list-style-type: none"> <li>Attends most training offered by district or school</li> <li>Demonstrates interest in expanding skill set for the job</li> </ul>	<ul style="list-style-type: none"> <li>Attends training offered by district or school</li> <li>Further education through college courses, conferences or technical training</li> </ul>
9) Safety	<p><u>Unsatisfactory</u></p> <ul style="list-style-type: none"> <li>Does not attend training for safety updates</li> <li>Does not take any additional courses and yearly re-take courses (blood pathogen)</li> <li>Does not demonstrate correct uses of sharp containers (disposing glass, plastic, etc)</li> <li>Does not know where all safety equipment is located (first aid, AED, sharps, etc)</li> <li>Fails to lock ladders, use wet floor signs, remove hazards and keep chemicals locked</li> <li>Does not keep doors secure</li> <li>Not up to date on training of all powered equipment - scrubber, tank, carpet extractor, snowblower</li> <li>Does not keep hazard free areas for staff and students - ladders/tool put away, keeping cleaning cart/equipment free of walkways, etc</li> </ul>	<p><u>Unsatisfactory</u></p> <ul style="list-style-type: none"> <li>Attends training for safety updates</li> <li>Takes any additional courses and yearly re-take courses (blood pathogen)</li> <li>Demonstrates correct uses of sharp containers (disposing glass, plastic, etc)</li> <li>Knows where all safety equipment location (first aid, AED, sharps, etc)</li> <li>Locks ladders, uses wet floor signs, removes hazards and keep chemicals locked</li> <li>Keep doors secure</li> <li>Up to date training on all powered equipment - scrubber, tank, carpet extractor, snowblower</li> <li>Keeps hazard free areas for staff and students - ladders/tool put away, keeping cleaning cart/equipment free of walkways, etc</li> </ul>	<p><u>Satisfactory</u></p> <ul style="list-style-type: none"> <li>Attends training for safety updates</li> <li>Takes any additional courses and yearly re-take courses (blood pathogen)</li> <li>Demonstrates correct uses of sharp containers (disposing glass, plastic, etc)</li> <li>Knows where all safety equipment location (first aid, AED, sharps, etc)</li> <li>Locks ladders, uses wet floor signs, removes hazards and keep chemicals locked</li> <li>Keep doors secure</li> <li>Up to date training on all powered equipment - scrubber, tank, carpet extractor, snowblower</li> <li>Keeps hazard free areas for staff and students - ladders/tool put away, keeping cleaning cart/equipment free of walkways, etc</li> </ul>	<p><u>Satisfactory</u></p> <ul style="list-style-type: none"> <li>Attends training for safety updates</li> <li>Takes any additional courses and yearly re-take courses (blood pathogen)</li> <li>Demonstrates correct uses of sharp containers (disposing glass, plastic, etc)</li> <li>Knows where all safety equipment location (first aid, AED, sharps, etc)</li> <li>Locks ladders, uses wet floor signs, removes hazards and keep chemicals locked</li> <li>Keep doors secure</li> <li>Up to date training on all powered equipment - scrubber, tank, carpet extractor, snowblower</li> <li>Keeps hazard free areas for staff and students - ladders/tool put away, keeping cleaning cart/equipment free of walkways, etc</li> </ul>
10) Attendance	<p><u>Unsatisfactory</u></p> <ul style="list-style-type: none"> <li>Does not follow call-in and/or attendance procedures as outlined in the employee handbook or does not go through proper channels to let supervisor know of absence</li> <li>Unprepared to start work on time &amp; Does not return from break on time</li> <li>Uses unused hours over the contractual allowance</li> </ul>	<p><u>Unsatisfactory</u></p> <ul style="list-style-type: none"> <li>Follows call-in and/or attendance procedures as outlined in written district policy and per employee handbook</li> <li>Prepared to start work on time &amp; Returns from breaks at the scheduled time</li> <li>Uses time off in a manner that does not cause a deficit unless unavoidable and approved by supervisor</li> </ul>	<p><u>Satisfactory</u></p> <ul style="list-style-type: none"> <li>Follows call-in and/or attendance procedures as outlined in written district policy and per employee handbook</li> <li>Prepared to start work on time &amp; Returns from breaks at the scheduled time</li> <li>Uses time off in a manner that does not cause a deficit unless unavoidable and approved by supervisor</li> </ul>	<p><u>Satisfactory</u></p> <ul style="list-style-type: none"> <li>Follows call-in and/or attendance procedures as outlined in written district policy and per employee handbook</li> <li>Prepared to start work on time &amp; Returns from breaks at the scheduled time</li> <li>Uses time off in a manner that does not cause a deficit unless unavoidable and approved by supervisor</li> </ul>

## APPENDIX B - PAY SCHEDULE

### CUSTODIANS

2025-2026			2026-2027			2027-2028		
Step	Hourly Rate	Index Increase	Step	Hourly Rate	Index Increase	Step	Hourly Rate	Index Increase
1	\$16.81	1.000	1	\$17.57	1.000	1	\$18.36	1.000
2	\$17.15	1.020	2	\$17.92	1.020	2	\$18.73	1.020
3	\$17.49	1.020	3	\$18.28	1.020	3	\$19.10	1.020
4	\$17.84	1.020	4	\$18.65	1.020	4	\$19.48	1.020
5	\$18.20	1.020	5	\$19.02	1.020	5	\$19.87	1.020
6	\$18.56	1.020	6	\$19.40	1.020	6	\$20.27	1.020
7	<b>\$19.41</b>	<b>1.046</b>	7	<b>\$20.29</b>	<b>1.046</b>	7	<b>\$21.20</b>	<b>1.046</b>
8	\$19.80	1.020	8	\$20.70	1.020	8	\$21.63	1.020
9	\$20.20	1.020	9	\$21.11	1.020	9	\$22.06	1.020
10	<b>\$21.17</b>	<b>1.048</b>	10	<b>\$22.12</b>	<b>1.048</b>	10	<b>\$23.12</b>	<b>1.048</b>
11	\$21.17	1.000	11	\$22.12	1.000	11	\$23.12	1.000
12	\$21.17	1.000	12	\$22.12	1.000	12	\$23.12	1.000
13	\$21.59	1.020	13	\$22.57	1.020	13	\$23.58	1.020
14	\$22.02	1.020	14	\$23.02	1.020	14	\$24.05	1.020
15	<b>\$22.75</b>	<b>1.033</b>	15	<b>\$23.78</b>	<b>1.033</b>	15	<b>\$24.85</b>	<b>1.033</b>
16	\$22.75	1.000	16	\$23.78	1.000	16	\$24.85	1.000
17	\$22.75	1.000	17	\$23.78	1.000	17	\$24.85	1.000
18	\$23.20	1.020	18	\$24.25	1.020	18	\$25.34	1.020
19	\$23.67	1.020	19	\$24.74	1.020	19	\$25.85	1.020
20	\$24.14	1.020	20	\$25.23	1.020	20	\$26.37	1.020
21	\$24.14	1.000	21	\$25.23	1.000	21	\$26.37	1.000
22	\$24.14	1.000	22	\$25.23	1.000	22	\$26.37	1.000
23	\$24.14	1.000	23	\$25.23	1.000	23	\$26.37	1.000
24	\$24.62	1.020	24	\$25.74	1.020	24	\$26.89	1.020
25 (Capped)	<b>\$26.18</b>	<b>1.063</b>	25 (Capped)	<b>\$27.36</b>	<b>1.063</b>	25 (Capped)	<b>\$28.59</b>	<b>1.063</b>
26	\$26.18	1.000	26	\$27.36	1.000	26	\$28.59	1.000
27	\$26.18	1.000	27	\$27.36	1.000	27	\$28.59	1.000
28	\$26.18	1.000	28	\$27.36	1.000	28	\$28.59	1.000
29	\$26.18	1.000	29	\$27.36	1.000	29	\$28.59	1.000
30	\$26.18	1.000	30	\$27.36	1.000	30	\$28.59	1.000



## Maintenance

2025-2026			2026-2027			2027-2028		
Step	Hourly Rate	Index Increase	Step	Hourly Rate	Index Increase	Step	Hourly Rate	Index Increase
1	\$19.45	1.000	1	\$20.32	1.000	1	\$21.24	1.000
2	\$19.84	1.020	2	\$20.73	1.020	2	\$21.66	1.020
3	\$20.24	1.020	3	\$21.14	1.020	3	\$22.10	1.020
4	\$20.64	1.020	4	\$21.56	1.020	4	\$22.54	1.020
5	\$21.05	1.020	5	\$22.00	1.020	5	\$22.99	1.020
6	\$21.47	1.020	6	\$22.43	1.020	6	\$23.45	1.020
7	<b>\$22.46</b>	<b>1.046</b>	7	<b>\$23.47</b>	<b>1.046</b>	7	<b>\$24.53</b>	<b>1.046</b>
8	\$22.91	1.020	8	\$23.94	1.020	8	\$25.02	1.020
9	\$23.37	1.020	9	\$24.41	1.020	9	\$25.52	1.020
10	<b>\$24.49</b>	<b>1.048</b>	10	<b>\$25.59</b>	<b>1.048</b>	10	<b>\$26.75</b>	<b>1.048</b>
11	\$24.49	1.000	11	\$25.59	1.000	11	\$26.75	1.000
12	\$24.49	1.000	12	\$25.59	1.000	12	\$26.75	1.000
13	\$24.98	1.020	13	\$26.10	1.020	13	\$27.28	1.020
14	\$25.48	1.020	14	\$26.62	1.020	14	\$27.83	1.020
15	<b>\$26.32</b>	<b>1.033</b>	15	<b>\$27.50</b>	<b>1.033</b>	15	<b>\$28.74</b>	<b>1.033</b>
16	\$26.32	1.000	16	\$27.50	1.000	16	\$28.74	1.000
17	\$26.32	1.000	17	\$27.50	1.000	17	\$28.74	1.000
18	\$26.85	1.020	18	\$28.05	1.020	18	\$29.32	1.020
19	\$27.39	1.020	19	\$28.61	1.020	19	\$29.91	1.020
20	\$27.93	1.020	20	\$29.18	1.020	20	\$30.50	1.020
21	\$27.93	1.000	21	\$29.18	1.000	21	\$30.50	1.000
22	\$27.93	1.000	22	\$29.18	1.000	22	\$30.50	1.000
23	\$27.93	1.000	23	\$29.18	1.000	23	\$30.50	1.000
24	\$28.49	1.020	24	\$29.77	1.020	24	\$31.11	1.020
<b>25 (Capped)</b>	<b>\$30.29</b>	<b>1.063</b>	<b>25 (Capped)</b>	<b>\$31.64</b>	<b>1.063</b>	<b>25 (Capped)</b>	<b>\$33.07</b>	<b>1.063</b>
26	\$30.29	1.000	26	\$31.64	1.000	26	\$33.07	1.000
27	\$30.29	1.000	27	\$31.64	1.000	27	\$33.07	1.000
28	\$30.29	1.000	28	\$31.64	1.000	28	\$33.07	1.000
29	\$30.29	1.000	29	\$31.64	1.000	29	\$33.07	1.000
30	\$30.29	1.000	30	\$31.64	1.000	30	\$33.07	1.000