Agreement

Between the

St. Joseph Public Schools

And the

St. Joseph Chapter Michigan Education Support Personnel Association MEA/NEA Custodial

2020-2021
2021-2022
2022-2023
2023-2024

March 24, 2020

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DEFINITIONS

"Assignment" shall be defined as the daily work to be performed by the employee.

"Classification" is defined as the major groups identified in Appendix A.

"Custodian" shall be defined as employees regularly scheduled to work 40 hours per week, 52 weeks per year. They are eligible for health insurance, dental & vision benefits.

"Non-school days" shall be defined as days there are no students in session.

"Position" is defined as the subgroup within each classification identified in Appendix A.

"Position Assignment" shall be defined as job location, if relevant, shift and starting time as identified by the job posting. (See Article 9, Section 1).

"Shift" shall be defined as the starting and ending time of the daily work.

A. First shift shall start no earlier than 6:00 a.m. and end no later than 3:30 p.m. Monday - Friday

B. Second shift shall start no earlier than 2:00 p.m. and end no later than 11:30 p.m. Monday - Friday

C. Third shift shall start no earlier than 9:00 p.m. and end no later than 6:00 a.m. Sunday – Thursday.

Summer Workers – shall be defined as individuals hired as needed when the district is on summer recess and are not covered under this contract.

"Work Days" and "regularly scheduled work days" shall mean any five days, Monday through Friday.

The Supervisor shall have the right to change the summer work hours by eliminating the second and/or third shift and moving those employees to the first and/or second shift.

ARTICLE 1

Agreement

This Agreement, entered into this 27th day of April 2020 by and between the St. Joseph Public Schools, hereafter referred to as the District and the St. Joseph Educational Support Personnel Association MEA/NEA, hereinafter referred to as the Association.

ARTICLE 2

Purpose and Intent

This agreement is negotiated pursuant to the public employment relations act, Act. #336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

ARTICLE 3

Recognition

Section 3-1: Bargaining Unit Description

The District recognizes the Association as the sole and exclusive bargaining agent for full time custodial ~~and maintenance~~ employees employed by the District.

The bargaining unit shall exclude all seasonal workers (cleaning, painting, mowing, yard work, etc.) who are employed by the Board, part-time or full-time, for less than six consecutive months. Also excluded are the mail/delivery driver, substitutes, professional, supervisory, office clerical, employees of independent contractors and other such employees with respect to wages, hours and other terms of employment.

Section 3-2: Employer Rights

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves to itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and of the United States.

B. Both parties acknowledge that, except as specifically changed or amended by other articles of this Agreement, the Board's right, responsibilities and powers as referred to in Paragraph (A) above, shall include by way of illustrations but not by way of limitation the right to:

1. Manage and administer the school system, its properties and facilities, in its business operations.

2. Determine overall rules and objectives, as well as general policies affecting the delivery of the education program and services provided by the District.

3. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system, including rules and regulations concerning custodial services.

4. Give direction to its employees, including the right to hire all employees, determine their qualifications, the conditions of their continued employment or dismissal or demotion and to promote and transfer such employees.

5. Determine scheduling, times of employment, and methods of operation within the definition of shift (page 2).

6. Decide upon what services, supplies and equipment are necessary to continue the school system's operation and to deliver the services it deems necessary to establish standards for the use and operation of school facilities and properties.

Section 3-3: Non-Discrimination

The District and the Association agree that, for the duration of this Agreement, neither shall discriminate against any employee or applicant for employment because of his/her race, color, creed, age, sex, marital status, nationality or political belief, familial status, sexual orientation, nor shall the District discriminate against any employee or applicant for employment because of his/her membership or non-membership in the Association.

Section 3-4: Association Rights

The Association agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activity during work hours. The Association shall be allowed to hold meetings on school property provided a prior written request is submitted to the Chief Financial Officer five (5) work days prior to the date requested which request will be granted, unless, the desired facility is scheduled for use which would result in a conflict with or it would interfere with school activities.

Section 3-5: Association Representation

Representatives for this bargaining unit, with the consent of the Chief Financial Officer or building principal, shall be permitted to confer with the bargaining unit employees with respect to official Association business on the District premises, but not on the District's time, if it interferes with the employee's duties, except as is necessary. Also not on

District time, the association can schedule one association meeting during the summer (June, July or August) that would require all members to attend. The Association shall give the Chief Financial Officer or his/her designee two (2) weeks notice. However, this section shall not limit the right of an individual employee to have an Association representative present when he/she is going to receive a verbal or written reprimand or warning. The Association will provide the District with a list of officers and representatives by September 15 of each school year.

Section 3-6: Save Harmless

The Association agrees to indemnify and save the District, including such individual school board members, representatives of the Board or employees of the Board, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay, unemployment benefits, sums improperly deducted and remitted to the Association and all court or administrative agency costs incurred by the District in connection therewith; that may arise out of or by reason that an action of the District or its representatives for the purpose of complying with this Article, provided however;

A. The Association has the right to choose the legal counsel to defend any suit or action, after consultation with the District.

B. If the District, its officers, agents or employees elect to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit, provided however, that if the Association, through counsel it selects after consultation with the Board, does represent the District, its officers, agents or employees in such suit, such dependents may additionally hire their own counsel to assist in the defense of any such suit.

C. The Association in defense of any such suit, after consultation with the District, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article.

D. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the District, its officers, employees or agents under this section after consultation with the District.

In the event unemployment benefits are claimed by an employee, who has not been laid off or terminated by the district, the District will object and demand a hearing involving such claim and will immediately notify the Association so that the Association may exercise its right to defend such claim under this section.

ARTICLE 4

Seniority

Section 4-1: Definition

Seniority shall be defined as an employee's length of continuous service with the District, which shall date from his/her most recent date and hour of hire. "Most recent date and hour of hire" shall be that date and hour the employee begins his/her first work assignment, since which he/she has not quit or been discharged. Absence from work due to illness or accident, or any other reason except quit or discharged, shall not constitute a break in continuous service, meaning that seniority shall continue throughout said time. The leave of absence or layoff will not constitute a break in continued service. This Agreement regarding seniority accumulation shall not apply retroactively to any Agreements.

Section 4-2: Probationary Periods

Bargaining unit employees shall be deemed probationary until they have actually worked ninety (90) full (minimum of 4 hour) days with the District. The purpose of the probationary period is to give the District an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability, reliability, work habits and personality required to become a permanent employee.

A. During the probationary period, the employee shall have no seniority status and may be laid off or dismissed from employment in the sole discretion of the District, without regard to his/her relative length of probationary service and without recourse to the grievance procedure.

B. Upon satisfactory completion of his/her probationary period, the employee's name shall be entered on the seniority list as of the most recent date and hour of hire.

Section 4-3: Seniority List

Upon the execution of this Agreement, an up-to-date seniority list (both categorical and overall) shall be prepared by the District and posted in each building. Thereafter, an up-to-date list shall be posted in each building by July 15 each year.

If two (2) or more employees have the same most recent date and hour of hire, their names shall appear on the seniority list alphabetically by the first letter or letters of their surnames. If two (2) or more of such employees have the same surname, the same procedure shall be followed with respect to their given names.

If categorical seniority is the same, then overall seniority will prevail.

Section 4-4: Seniority Termination

An employee's seniority shall terminate:

A. If he/she quits, retires or is discharged for cause.

B. If, following a layoff for lack of work or funds, he/she fails or refuses to notify the District of this intention to return to work within five (5) work days after a written notice sent by certified mail of such recall is sent to his/her last address on record with the District or, having notified the District of his/her intent to return, fails to do so within ten (10) regularly scheduled work days after such notice is sent.

C. If he/she is absent for two (2) consecutive regularly scheduled workdays without notifying the District prior to or within such two (2) day period of a justifiable reason for such absence unless it was impossible for the employee to give such notice.

D. When he/she has been laid off for lack of work or funds for a period of twenty-four (24) or more consecutive months.

E. If an employee does not return to work immediately following the expiration of a leave of absence, unless he/she presents evidence satisfactory to the District that it was impossible for him to return to work at the expiration of such leave.

Section 4-5: Reduction of Work Force

When the Board determines it is necessary to lay off employees due to lack of work, economic reasons, or student enrollment, Third Party Contracted staff will be laid off first.

Section 4-6: Military Leave

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

ARTICLE 5

Grievance Procedure

Section 5-1: Grievance Defined

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the specific terms and provisions of this Agreement.

Section 5-2: Grievance - Oral Complaint

An employee who believes he/she has a grievance must submit his/her complaint orally to his/her immediate supervisor within ten (10) regularly scheduled workdays after the event upon which his/her complaint is based. The Supervisor shall give the employee a verbal answer within ten (10) regularly scheduled working days (Saturday, Sunday and holidays excluded) after the complaint has been submitted to him. It is understood and agreed employees who fail to discuss their complaint orally with their immediate supervisor shall forfeit their right to proceed to any other step in the grievance procedure and said complaint shall have been deemed withdrawn.

Section 5-3: Grievance - Written Complaint

In the event the employee's complaint is not settled, the following procedure shall apply:

FIRST STEP: To be processed under this grievance procedure, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, state the relief requested and must be signed by the employee who is filing the grievance and must be presented to the grievant's immediate supervisor, or his/her designee, within five (5) regularly scheduled work days after the immediate supervisor responds to the grievance. The supervisor, or his/her designee, shall investigate the grievance and give written answer to the aggrieved employee within five (5) regularly scheduled workdays after receipt of the written grievance.

SECOND STEP: If the grievance has not been resolved at the First Step, the grievant may file the grievance with the Chief Financial Officer within five (5) regularly scheduled work days of the immediate supervisor's decision. The Chief Financial Officer, or his/her designee, shall investigate the grievance, and such investigation may include a conference with the aggrieved employee. A written answer shall be given to the employee within ten (10) regularly scheduled workdays after receipt of the written grievance by the Chief Financial Officer or his/her designee.

All employees who possess adverse claims that may be affected by the outcome of the grievance shall submit their cases simultaneously in one proceeding.

THIRD STEP: If the grievance has not been resolved by the foregoing steps, the employee may file the grievance with the Superintendent within five (5) regularly scheduled work days of the Chief Financial Officer's decision. The Superintendent, or his/her designee, shall investigate the grievance and hold a conference with the grievant

and his/her representative within five (5) regularly scheduled workdays of the conference.

FOURTH STEP: If the grievance has not been resolved in the foregoing steps the Association shall, within ten (10) calendar days after the Third Step answer has been received, have the right to process the grievance to arbitration as follows:

The Association shall submit said grievance to arbitration through the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within ten (10) calendar days after receipt by the Association of the District's decision in Step Three of the Grievance procedure. All such requests for arbitration shall be in writing, by registered or certified mail, addressed to the Business Manager and to the American Arbitration Association, and shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, and the basis on which such violations are claimed. Failure to properly request arbitration in writing within such period will be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provision of this Agreement or to rule on any claim for money or benefits arising under a retirement claim or dispute, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his/her own judgment to sustain, reverse or modify any alleged unjust discharge or suspension that may reach this state of the grievance procedure.

The arbitrator shall have no right to establish wage scales or change any wage. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits. No party may raise a new defense or ground during the Fourth Step which was not previously raised or disclosed at other written levels. Each party shall summarize to the other party not less than five (5) days prior to the hearing the alleged facts, grounds and defenses which shall be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be borne by the losing party. The District shall bear the cost of expenses and wages of its representatives and witnesses to the arbitration proceeding and the Association shall bear the expenses and wages of its representatives and witnesses to the arbitration proceeding. Not more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual agreement of the parties.

Section 5-4: Grievance Time Limitations

Time limits at any step of the grievance procedure may be extended only by mutual agreement between the District and the Association. In the event the Association does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the District's last answer.

In the event the Association fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be considered as being settled on the basis of the District's last answer. In the event the District fails to reply to a grievance at any step in the grievance procedure, provided, however, that nothing contained herein shall be construed so as to automatically refer a grievance to arbitration.

Section 5-5: Stewards Pay

The Association steward shall suffer no loss of pay from his/her regularly scheduled work for time necessarily spent meeting with management representatives in the processing of grievances as provided for in this grievance procedure. Employees shall not be paid for any time spent while attending grievance meetings outside their regularly scheduled hours.

Section 5-6: Association Grievances

The Association may, on behalf of the membership, file classification wide grievances as an entity; provided however, that an actual complaint or controversy exists between an employee and the District concerning the application of this contract and is filed as required in Section 2, First Step of Article 6. Such Association grievances may be initiated at the Second Step of the grievance procedure and must be filed within ten (10) days of the alleged occurrence prompting the initiation of the grievance procedure.

ARTICLE 6

Discipline, Suspension and Discharge

Section 6-1: Discharge Procedure

A. No employee shall be disciplined (including warnings, reprimands, suspension, demotions, discharges or other actions of a disciplinary nature), without cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.

B. If, at any time, the quality of work, or behavior, of an employee is deemed unsatisfactory, any disciplinary action taken against the employee shall be progressive/corrective in nature and shall be appropriate to the behavior which precipitates said action.

C. In the case of suspension (with or without pay), the initial suspension shall be for a maximum of three (3) workdays. The employee shall be provided, in all cases of suspension, the opportunity to discuss his/her suspension with his/her representative before being required to leave the property of the District.

During the period of initial suspension, the employee may request a hearing in a

meeting between the Association's Grievance Committee, his/her immediate supervisor and the CFO, or his/her designee. After such hearing, or if no such hearing is requested, the CFO, or his/her designee, shall decide, dependent upon the facts of the case, whether the suspension, with or without pay, already given is considered sufficient, should be extended, should be converted into a discharge or that no discipline should have been given.

In the event the suspension is converted to a discharge, such discharge shall not be made until the end of the period of suspension.

The District agrees to promptly notify the Association representatives of such suspension or discharge.

D. In the event the employee believes he/she has been unjustly disciplined, it shall be a proper subject for the grievance procedure, provided a written grievance with respect thereto is presented to the Superintendent pursuant to the Third Step of the grievance procedure within five (5) work days after the CFO, or his/her designee, makes his/her decision as set forth above.

It is understood and agreed that when an employee files a grievance with respect to his/her suspension or discharge, the act of filing such a grievance shall constitute his/her authorization to the District to reveal to the participants in the grievance procedure any and all information available to the district concerning the alleged offense and such filing shall further constitute a release of the District from any and all claimed liability by reason of disclosure.

In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the District shall reinstate the employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the rate of the employee's regular straight time earnings during the pay period immediately preceding the date of discharge, less such straight time compensation as he/she may have earned at any other employment during such period.

E. All corrective or disciplinary actions shall be done in private.

F. In the case of oral warnings, if during the succeeding six (6) months, the employee receives no further oral or written warnings, the employee may request, in writing, that the case be reviewed by the CFO. The CFO, at his/her option, may choose to retain or remove the documentation. The decision of the CFO, in this matter, shall not be greivable. Should the CFO choose to retain the documentation of the oral warning, then after two years from the date of the oral warning, providing the employee has had no further incident of oral or written warnings or other disciplinary actions arising out of his/her work for the District, the documentation regarding the initial oral warning shall be removed from the employee's personnel file.

Section 6-2: Representation

Prior to any warning, reprimand, or disciplinary action, the employee shall be so notified and shall be entitled, upon requests, to have a representative of the Association present. When such a request is made, no action shall be taken with respect to the employee until such representative of the Association is present.

ARTICLE 7

Strikes and Lockouts

The Association, its agents, its members or employees, will not authorize, instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the District. The District agrees that during the same period there will be no lockouts.

ARTICLE 8

Safety and Health

Section 8-1: Health Requirements

As a condition of employment, all employees may be required to satisfactorily pass an employment physical examination and following employment shall thereafter be required to satisfactorily pass a physical or mental examination or health test at intervals established by law or as deemed necessary by the District. (See Section 3 below.)

Section 8-2: Physical Examination

Employees may be required to satisfactorily pass physical examinations as required by law. These tests may include asbestos base line tests to monitor exposure limits or other Federal or State mandated test and the cost of such test shall be borne by the Employer.

If an employee cannot be certified or chooses not to take the required test, that position shall be posted.

Section 8-3: Examine - Paid

Prior to said examination, the District will provide the employee with a letter for the doctor or hospital, stating that the required examination, X-rays and fees are to be charged to the District.

Section 8-4: Accidents - Duty to Report

Employees must immediately report to their Supervisor injuries (of which they have

knowledge) sustained by themselves, students within their care or accidents in which the vehicle entrusted to them is involved. Employees shall be required to fill out accident or injury report forms made available by the District.

Section 8-5: Bomb Threats

In the event a building has been evacuated due to a bomb threat, no employee shall be required to search the building unless accompanied by a law official or other individual trained to search a building.

ARTICLE 9

General

Section 9-1: Assignments

All daily work assignments shall be the responsibility of the immediate supervisor. The District shall provide current written reference lists of work areas, shift, location area, duties and frequency schedules to the employee covering the assigned work of the employee. Prior to finalizing reference lists, the immediate supervisor shall confer with the employee involved in the assignment for the purpose of seeking recommendations from the employee. Such lists and schedules shall not be deemed to be an absolute, or complete, definition for any position assignment. The District may make periodic changes to the reference lists to meet the needs of the District and to better balance the workloads of employees.

It is recognized that the District retains the full responsibility to determine a task to be performed, the methods used in performing the task, and consistent with the definition of "Shifts" in the Definitions section of this Agreement, the starting and ending time within each position assignment. If the District, from time to time, alters such tasks or methods, such alterations shall not be deemed a change in position assignment. The District shall set the starting and ending times of each shift to fall within the "Shifts" in the Definitions section of this Agreement.

Once an employee's position assignment is made, no employee shall be permanently transferred unless it is mutually agreed upon between the employee and his/her immediate supervisor provided, however, under conditions established in Subsection (a) herein, the concept of absolute assignment on a permanent basis will not prevail. No employee shall, without his/her consent, be permanently shifted from one shift to another.

A. The District shall have the right to transfer the least senior employee(s), who, in its judgment can be spared from their job and who can satisfactorily perform the job of other employees who are absent for the period of such absence.

B. The District shall also have the right to temporarily transfer, the least senior if possible, employees to fill temporary jobs or temporary vacancies or take care of unusual conditions or situations which may arise for a period of not to exceed

thirty (30) consecutive regularly scheduled work days. The District shall give consideration of classification, position and shift of the work to be done.

C. The employee shall be responsible to the supervisor directing the temporary work.

D. When performing overtime work, the employee shall be responsible to the supervisor directing the overtime work.

E. If during the life of this Agreement, the District participates in government or private sector programs intended to provide limited employment, or specialized training, to youth or other individuals, bargaining unit members shall not be responsible to supervise or assign work to such individuals. The District shall define the task(s) to be performed by such individuals and shall provide the Union with copies of the task assignments. If the assignment (or termination) of work of a temporary employee causes a change in the assignment of a regular employee, the regular employee will be advised of such change in writing.

Section 9-2: Rules

The District shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint claiming the discriminatory application of rules may be considered as a grievance and subject to the Grievance Procedure contained in this Agreement.

Section 9-3: Bulletins

The District will provide a bulletin board upon which the Association shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature. Such notices may be sent through the District's internal mail service to the building stewards for posting, provided such material is of a reasonable amount and the District does not incur any additional costs for such service. These mailings shall be unsealed and marked for posting. The District assumes no liability or responsibility for the provision of this service and the Association shall hold the District harmless from such use of the District's internal mail service.

Section 9-4: Supervisors

So long as an employee is classified as a supervisor by the District he/she will not be used to displace regular employees covered by this Agreement. This provision shall not be construed to prevent supervisors from performing work as may be required for the purpose of instruction, supervision, investigation, inspection or experimentation or as may be necessary when an employee is absent and other employees are not immediately available or in case of emergencies. "Other employees are not available" shall be defined to mean that other qualified employees are not within the immediate area or available to perform the work without disrupting other necessary work.

"Emergency" shall be defined as any situation or circumstance which may adversely affect the health, safety or well-being of the students or employees of the District or the instructional program of the District or which, if not remedied, will result in the impairment or reduction of the District's services.

Section 9-5: Subcontracting

The District shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its reasonable judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis. The intent of this provision is not to eliminate a classification of employees.

Section 9-6: Savings Clause

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto; the District and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 9-7: Past Practices Clause

It is understood and agreed that this Agreement supersedes any and all rules, regulations or practices of the District, which are contrary to or inconsistent with the terms and provisions herein contained. All current personnel rules and polices of the District shall be applicable to employees within the bargaining unit unless such rules or policies have been specifically limited to or abrogated by the terms of this Agreement.

Section 9-8: Disability Clause

An employee upon certification by his/her doctor, that because of his/her disability or condition of health, is no longer able to satisfactorily perform the job duties of the position he/she occupies, may be assigned in line with his/her seniority and ability, to an open job which he/she is capable of satisfactorily performing subject to the provisions in Article 8, Section 1.

Section 9-9: Employee Address

Each employee shall be required to keep the CFO and Supervisor informed at all times as to his/her current address and telephone number.

Section 9-10: In-service Training and Meetings

Employees requested or required to participate or who, with the approval of the CFO, voluntarily participate in in-service training or attend meetings called by the District with respect to problems, policies and regulations shall be paid their straight time or regular hourly rate of pay for attending in-service training or District called meetings.

Section 9-11: Assignments Outside the Bargaining Unit:

When a bargaining unit employee who has completed his/her probationary period is promoted or transferred by the District to a supervisory position or other job with the District outside the bargaining unit, such employee shall continue to retain his/her seniority for up to the first 180 calendar days from the date the employee leaves the bargaining unit. If an employee is removed from the bargaining unit under this provision and he/she is subsequently removed from such position before the first 180 calendar days for any reason other than discharge for reasons considered valid under this Agreement, such employee shall be allowed to exercise his/her seniority to return to a job within the bargaining unit which he/she has the then present ability to perform without trial or training, seniority permitting.

Section 9-12: Americans with Disabilities Act

The District will abide by all provisions of the Americans with Disabilities Act.

Section 9-13: Licensing and Certification

Certification or testing may be required by the District to perform certain job responsibilities for safe and normal operations, i.e., pool operator, pesticide application, asbestos, confined spaces, lock-out, tag-out, etc.

If an employee refuses to become certified or cannot pass the certification exam, the affected employee may only "bump" a third party contracted employee's position in which they are qualified.

ARTICLE 10

Wages and Hours

Section 10-1: General

The job classification and applicable rates of pay by position are set forth in Appendix A attached hereto and shall remain in full force and effect for the duration of this Agreement.

Section 10-2: Normal Work Day and Normal Work Week

A. The normal workday for employees scheduled at 40 hours per week shall be

eight (8) hours per day, exclusive of the lunch period. Employees shall receive a fifteen-minute rest break prior to the lunch period and fifteen-minute rest break following the lunch period. Rest breaks will be scheduled with the supervisor so that they approximately divide half of the workday. The normal workweek shall be forty (40) hours exclusive of the lunch periods. The normal lunch period shall consist of thirty (30) minutes duration. If the employee is required to perform work during his/her scheduled lunch/rest breaks, he/she shall be allowed to adjust his/her break accordingly to allow for the time worked.

Employees scheduled for less than 40 hours per week will receive (1) fifteen minute rest break for every 3 hours of work time. These breaks will be scheduled with the supervisor so they approximately divide the workday. Employees scheduled for less than 3 hours per day will not receive a rest break. (1 to 3 hours = no rest break, >3 to 6 hours = 1 fifteen minute break, >6 to 8 hours = 2 fifteen minute breaks) An unpaid meal break may be scheduled with the supervisor on a case-by-case basis for those employees working less than 40 hours per week.

Nothing contained herein shall limit the right of the District to offer or schedule part-time work or position assignments to less than the normal workday and workweek provided for in this section. Whenever reductions in scheduled hours of work are to occur, or part-time positions offered, the following shall apply:

1. Any employee whose position assignment is reduced below the normal work day of eight (8) hours shall be deemed to have suffered an elimination of position assignment for purpose of bumping under Article 16.

2. If the District establishes more than one position of less than eight (8) hours duration, employees may bid in accordance with seniority on more than one such part-time position; provided that the total hours of such part-time positions do not exceed the normal work day of eight (8) hours, and further provided that the starting and ending time of such part-time positions do not conflict.

Nothing contained herein shall limit the right of the District to establish an alternative work week rather than the normal Monday through Friday.

B. Starting Time and Requirements - All employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift except for the unpaid lunch period.

C. Additional Shifts - In the event the District deems it necessary to establish a second or a third shift in any or all classifications it shall have the right to do so only after first consulting with the local Association Committee.

D. Temporary Transfer

1. An employee who is requested to do work for another employee in a different classification or position, he/she shall receive his/her current wage rate or the like longevity step rate of the substituted position, whichever is greater.

2. An employee who is requested to assist another employee in a different classification or position, he/she shall receive his/her current wage rate or the like longevity step rate of the assisted position, whichever is greater. This provision shall apply if the assistance exceeds one (1) calendar day.

3. It is further agreed that the District may not obtain different personnel for such assistance without the consent and waiver of the person initially chosen to assist unless such change occurs one (1) calendar week following the initial assistance.

Section 10-3: Pay Periods

Regular pay periods will be every two weeks, as established by the Business Office. A pay period shall be defined as two consecutive weeks commencing on a Saturday and ending on Friday.

Each employee will be paid for the hours worked during the pay period on the payday (a weekday) following the pay period during which it was earned.

Each employee shall submit to his/her supervisor a signed time card, provided by the District, covering the preceding two week period as scheduled by the Business Office. During the life of this Agreement, the District shall have the right to install time clocks in any building and require the proper use of it by the employees.

All employees shall be paid by direct deposit. The District shall provide for direct deposit of an employee's pay to the employee's bank of choice. The employee must provide the District, in writing on forms provided by the District, authorization for the direct payroll deposit.

Section 10-4: New Positions

If during the life of this Agreement, a non-supervisory position is created in the bargaining unit, the District shall establish the job duties and the rate range applicable thereto and shall promptly notify the Association of its decision. If the Association believes the rate range thus set is inadequate in terms of established rate ranges for other positions within the applicable job classification covered by this Agreement, the Association shall have the right within ten (10) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the position. If negotiations have not been initiated during said ten (10) calendar day period, the wage range so assigned shall become permanent.

Section 10-5: Fair Days Work

It is understood and agreed that in return for the wages, fringe benefits and work conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the District.

Section 10-6: Hiring Pay

Employees shall be hired at not less than the minimum of the rate range for the position to which they are assigned and thereafter, while occupying such position, shall be advanced to the next incremental step in the applicable rate range in accordance with the terms of this Agreement.

Section 10-7: Overtime Provisions

Time and one-half an employee's regular straight time hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any work week. The time worked on Saturday shall be paid at straight time unless such time is in excess of 40 hours for that work week. Time worked on Sunday shall be paid at double time. This provision shall not include regularly scheduled hours that occur on Saturday or Sunday. Holiday pay will be counted as time worked. Vacation time approved in advance will be counted as time worked.

Any employee wishing to be considered for emergency overtime shall submit their name to the custodial supervisor quarterly (by March 1st, June 1st, Sept 1st, and Dec 1st). The supervisor will update the list according to the submitted names and send a copy to the Business Office. This overtime list will be given preference over outsourced services.

Scheduled overtime will be posted as listed below.

A. Equalization of Overtime

1. The opportunity to work scheduled overtime within each classification shall be maintained as equitably as reasonably possible for both the overtime performed during the normal work week and the overtime performed on weekends in order that the employees within their classification and position levels shall have approximately the same amount of opportunity to work scheduled overtime annually.

2. The opportunity to work scheduled overtime shall be equalized as above, within the classification, position level, buildings and respective shifts.

3. It is understood, that for the purpose of fairly allocating scheduled overtime work only, the refusal to accept such overtime assignment shall be considered as if the employee had accepted the same.

4. In the event there are not sufficient employees within the building, classification and position level to perform overtime work, the opportunity to perform the overtime work shall be extended to qualified employees

currently assigned to work in other buildings, position levels or classifications. Such opportunity shall be rotated to provide a reasonable balance of such overtime amongst the qualified employees.

B. Posting of Overtime

1. A schedule hereinafter referred to as the "Overtime Schedule" shall be maintained and posted by the Supervisor in a conspicuous place or places to which the employees responsible shall have the greatest access. The Overtime Schedule shall be maintained by the Supervisor who shall be charged with responsibility of including in the Overtime Schedule the work to be performed and by whom. This schedule shall be posted twenty-four (24) hours in advance of the time the overtime is to commence whenever possible.

2. No employee shall be required to perform scheduled overtime work of which he/she was not aware because of the lack of twenty-four (24) hours' notice. In the event the Supervisor fails to maintain the overtime schedule properly or in the event that any employee failed to receive his/her share of overtime, the employee shall be given the earliest opportunity to perform such overtime.

3. The District shall provide a section on the Master Overtime Chart where an employee may indicate that he/she does not desire to work overtime for any given week. Workweeks shall be defined as the period Saturday through Friday. An employee indicating he/she does not desire overtime, shall be charged for any overtime he/she would have been scheduled to work in that week on the Master Overtime Chart. In the event an employee does not indicate that he/she is unavailable for overtime for a given week, and subsequently is notified of overtime opportunity in timely fashion, that employee shall not refuse the offered overtime without good cause. If overtime is refused without good cause, that employee shall not be entitled to any overtime during the following week.

C. Overtime, Continuation of Work - When the work to be performed on an overtime basis is a continuation of a specific job that was being performed during a regular shift immediately prior to the overtime periods, it shall be considered as unscheduled overtime and shall be performed by the employee or employees who were performing the specific job immediately prior to the occurrence. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that certain work be completed as quickly as possible, therefore employees who are required to work such unscheduled overtime to complete a job will be given as much advance notice as is reasonably possible under the circumstances. An employee who fails to work the required overtime shall be subject to a disciplinary action unless he/she offers a reasonable excuse to the District.

D. Overtime: Working as a substitute – The quarterly overtime list will be used to fill

in for individuals who have called in sick. Refusal to work overtime when asked will be considered as hours worked for equalization purposes. This section is not intended to alter the provisions of paragraph A, B or C above.

E. Mandatory Overtime – Overtime may be mandated by the district only to the extent it is to maintain scheduled district events, classes, functions or in the event of emergency situations only if all efforts to secure volunteers fail. Mandatory overtime shall be assigned on a rotating basis by reverse seniority. In the event an employee's turn lands on a pre-approved vacation day, or period of absence, then the employee shall be assigned the next mandatory overtime.

Section 10-8: Step Increases

Employees who are eligible for pay "step" increases will be paid the step increase effective July 1. Those employed between July 1 and December 31, inclusive, will receive their step increase effective the following July 1. Those employed between January 1 and June 30, inclusive, shall receive their first step increase effective July 1 the following year (i.e., 1-1.5 years after the employment anniversary date).

There will be no partial steps.

ARTICLE 11
Holidays

Section 11-1: Holidays Designated

All employees who have obtained seniority status shall not be expected to work on, and shall be paid for, the designated holidays as follows:

Independence Day (two days)
Labor Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King Day (if school is not in session)
Good Friday (if school is not in session)
Memorial Day

Section 11-2: Holidays Federally Adjusted

Whenever legislation mandates the observance of the holiday on a day other than the regular calendar date, the observance of the holiday shall be scheduled by legislation rather than the calendar date.

Section 11-3: Holiday Pay

Employees shall receive pay for the above holidays equal to their normal regularly scheduled workday.

Section 11-4: Holiday Eligibility Requirements

An employee to be entitled to receive holiday pay as defined above shall have worked the scheduled workday immediately preceding and immediately following the designated holiday. Prior approved Vacation days(s) and Jury Duty will count as days worked. Other leave days (except sick days defined in Section 6 below) will not count as days worked.

Section 11-5: Holiday Work

Employees who are eligible for and who are required to work on a holiday shall receive their holiday pay in addition to time and one-half their regular straight time hourly rate for all hours necessarily worked on the holiday.

Section 11-6: Holiday - Sick Leave

In the event an eligible employee commences a sick leave of absence within five (5) calendar days prior to the holiday, he/she shall be eligible to receive holiday pay for that holiday occurring within the five (5) day period.

ARTICLE 12

Vacations

Section 12-1: Vacation Provisions

Vacation is awarded on July 1 of each year.

A. Employees who have been employed for a period of twelve (12) or more months will receive twelve (12) days of vacation per year. Each day of vacation pay will be prorated to the number of hours the employee regularly works at his/her straight time hourly rate of pay.

B. Employees who have been employed by the District for eight (8) or more consecutive years will receive fifteen (15) days of vacation per year.

C. Employees who have been employed by the District for ten (10) or more consecutive years will receive seventeen (17) days of vacation per year.

D. Employees who have been employed by the District for eleven (11) or more consecutive years will receive eighteen (18) days of vacation per year.

E. Employees who have been employed by the District for twelve (12) or more consecutive years will receive nineteen (19) days of vacation per year.

F. Employees who have been employed by the District for thirteen (13) or more consecutive years will receive twenty (20) days of vacation per year.

Section 12-2: Vacation Arrangements

Vacation requests must be entered in Skyward Employee Access by the employee to his/her Supervisor at least one (1) month prior to the date that the employee wishes his/her vacation to begin. It is understood, however, that the Supervisor may waive the one (1) month requirement. Requests for vacation use will be responded to by the Supervisor within five (5) workdays.

Section 12-3: Vacation - Minimum Use

The vacation period of the employee shall be scheduled by the Supervisor with a view of minimum work interruption. Eligible employees may take vacation as scheduled and approved by the Supervisor at any time of the work year. In no event shall an employee be forced to utilize more than one-half vacation allowance during the summer recess, unless utilization of the vacation allowance during the school year is denied because of automatic additional cost to the District. Any conflict between employees and vacation period requests will be resolved on a seniority basis except where the operating requirements will make selection on such a basis impractical. However, vacations scheduled during the work year shall not be approved if that approval would automatically result in additional cost to the District. Employees shall be allowed to carryover up to 5 unused days into the next year.

Section 12-4: Vacation Time Off

The vacation, to which an employee is entitled, must be taken during the year immediately following the year in which it is earned unless agreed to the contrary by the CFO. Under no circumstances will an employee be paid his/her vacation pay without taking this vacation.

Section 12-5: Vacation - Holiday

In the event a holiday falls during the period an employee is on vacation for which the employee is eligible, he/she shall be paid his/her holiday pay in addition to his/her vacation pay, on a straight time basis, or be given the option of rescheduling another day of vacation.

Section 12-6: Vacation Day Defined

It is the understanding of the parties to this Agreement that the "work day" as used in this Section, together with its amendments, means a normal work day so that employees receiving fifteen (15) days will be allowed in effect three weeks of vacation.

ARTICLE 13

Paid Sick Leave

Section 13-1: Sick Leave Accumulation

Sick leave days shall accumulate up to a maximum of 100days. If at signing of this contract any employee with over 100 to 110 will be grandfathered in and capped at that number.

Employees will be allocated 12 days per year prorated for the number of months scheduled to work. If a bargaining unit member's employment date ends before the following July 1, the current year's allocation will be prorated based on how long the employee worked since the most recent June 30 and shall be rounded to the nearest one-half day.

Section 13-2: Sick Leave Pay Qualification

In order to qualify for sick leave payments, the employee must notify his/her normal place of work, provided there is a person of supervisory status on duty, or his/her supervisor or call a number designated by the District not less than sixty (60) minutes prior to his/her normal starting time on the first day of absence and each subsequent day thereafter unless the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as possible. Employees are urged, however, to notify the District of their inability to work due to illness at least ninety (90) minutes, more if possible, prior to their normal starting time. Sick leave request must also be submitted through Skyward Employee Access.

Section 13-3: Sick Leave Use

Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits pro-rated to the number of hours they are regularly scheduled to work in the following situations:

A. When an employee's absence from work is due to his/her non-duty incurred illness or injury, provided such injury or illness was not attributable to the intemperate use of alcoholic beverages and/or drugs or was not attributable to causes occurring while performing work for which he/she is paid by someone other than the District.

B. When an employee's absence from work is necessitated because of his/her illness or injury arising out of or in the course of employment with the District and which is compensable under the Michigan Worker's Compensation Act, he/she shall be entitled to utilize his/her accumulated unused paid sick leave credits to make up the difference between the amount of daily benefits to which he/she is

entitled under such Act and the amount of daily pay he/she would have received for the days on which such necessary absence occurred.

C. When an employee's absence from work is necessitated because of illness or death in his/her immediate family, he/she shall be granted leave as follows:

1. Up to three (3) sick leave days per incident of illness to care for the employee's current spouse, mother-in-law, father-in-law, step mother-in-law, step father-in-law, child(ren), step-child(ren), or (step) parent.

2. Five (5) days of bereavement leave (not chargeable to sick leave) for death of an employee's current spouse, child(ren), or (step) parents.

3. Three (3) days of bereavement leave (not chargeable to sick leave) for death of an employee's brother, sister, grandparent or grandchild(ren). This section includes step and in-law.

D. The District may, for good cause, require medical proof of the necessity for said sick leave, in which event the involved employee shall be required to produce a statement from a medical doctor certifying to the necessity for such absence.

Section 13-4: Sick Leave Deduction

Whenever sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits. Sick leave will be deducted in two hour increments.

ARTICLE 14

Leaves of Absence

Section 14-1: Leave, Business

Each employee may request and shall be granted personal business leave days. Each employee will be allowed two (2) personal business days with pay per year, non-cumulative. Such personal business leave is not to be used for the express purpose of extending holidays, weekends or unpaid leave periods such as Christmas break, nor for shopping or other personal conveniences and the employee shall stipulate as provided on the leave request, to this in writing when requesting said leave. Such stipulation shall require a statement of reasons for this request. This leave cannot be used as a substitute for leaves otherwise provided in this contract. Arrangements for this personal leave day must be made at least 24 hours in advance and the number of employees allowed to be absent at any one time shall be limited by the number of employees required to maintain adequate services. Arrangements for this personal leave day may be made with the employee's immediate Supervisor by telephone in cases of emergency when the normal twenty-four (24) hour notice is not practicable. In such event, upon the employee's return, leave must be recorded in Skyward Employee Access.

Any unused personal business days will be lost at the end of each fiscal year.

Section 14-2: Leave, Personal

The District may grant a leave of absence for personal reasons not to exceed ninety (90) calendar days without pay, without fringe benefits and without loss of seniority to an employee who has completed his/her probationary period, provided, in the judgment of the District, such employee can be spared from his/her work.

Section 14-3: Leave, Disability

An employee who, because of illness, accident or pregnancy is physically unable to report for work shall be given a leave of absence without pay, fringe benefits and without loss of seniority of not to exceed one (1) year provided he/she promptly notifies the District of the necessity therefore and provided further that he/she supplies the District with a certification from a qualified physician of the necessity for such absence and/or the continuation of such absence when such certification is requested by the District. Employees desiring to return from a leave of absence pursuant to this Section, may be required to submit a doctor's certificate stating that the employee is physically fit to return to work without restriction or limitation prior to being allowed to return to work.

Section 14-4: Leave, Restriction

Before any employee accepts work for another employer for gainful regular employment while on leave from the District, such employee shall first notify the District that he/she is available for employment. If such employee does not notify the District of his/her availability for employment, or refuses to return to offered employment after notifying the District of his/her availability for work, he/she shall be subject to disciplinary action up to an including termination.

Section 14-5: Leave, Requests

Requests for leaves of absence must be made in writing to the CFO five (5) days prior to the start of the anticipated leave of absence, except where it is impossible to do so.

Section 14-6: Jury Duty

Any employee who is required to report for and/or perform jury duty as prescribed by applicable laws, for each day on which he/she reports for and/or performs jury duty during hours he/she otherwise would have been scheduled to work for the District shall be paid the difference between what he/she receives from the Court as daily jury duty fees and what he/she would have earned from the District for the hours lost from work for jury duty not to exceed the number of hours he/she is normally scheduled to work per day at his/her regular straight time hourly rate of pay up to maximum of sixty (60) days. This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him to return to work on his/her shift for one-half (1/2) of his/her normal work day unless such employee does so return to work.

In order to receive the payment above referred to, an employee must give the District eight (8) hours notice before the start of the shift that he/she was required to report for jury duty and must furnish satisfactory evidence that he/she reported for and/or performed such jury duty for which he/she claims such payment.

Any employee working third shift assigned to jury duty will be excused from work the night before and compensated as described above. They would be excused from the eight (8) hour notice rule.

Section 14-7: Family and Medical Leave Act

Pursuant to the Family and Medical Leave Act of 1993, as amended, an employee shall be entitled to an unpaid leave of absence of up to twelve (12) weeks for the following situations:

A. Birth, adoption, or foster care placement of an employee's child;
B. Serious health conditions of an employee's spouse, child or parent;
C. The employee's own serious health condition.

The employee may elect to use any or all of his/her accrued paid sick or vacation time. For the duration of this leave, the District shall continue to provide all insurance contributions in effect at the beginning of the leave provided the employee has worked at least 1250 hours during the previous 12 month period.

Nothing in this provision shall preclude an employee from seeking a leave of absence beyond the twelve (12) weeks.

Upon expiration of the leave of absence, the employee shall be returned to his/her former position or an equivalent position if the former position no longer exists.

ARTICLE 15

Attendance Incentive

The Board will pay the following attendance incentives:

- One day or less of absence during the preceding fiscal year: Two extra days of pay
- More than one day but no more than two days of absence during the preceding school year: One extra day of pay.

To qualify for this incentive, the employee must also meet the following requirements:

- He/she must have at least 50 days hours of accumulated sick leave at the end of the fiscal year for which the attendance incentive is being offered.
- He/she must have completed the probationary period, if required.
- He/she must have begun work as a bargaining unit member before January 1 of

the school year upon which the attendance incentive is based.

- He/she must have worked at least one-half of the school year.

The extra days of pay will be based on the employee's pay rate at the end of the fiscal year upon which the attendance incentive is based. These extra days will be paid by August 31 after the fiscal year in which they were earned.

"Absences" within this section includes all paid time off (excluding paid vacation days, paid holidays and paid funeral days) and it includes all unpaid time off.

ARTICLE 16

Vacancies

Section 16-1: Vacancies Filled

A. Whenever any vacancy in bargaining unit position occurs in the District, which the District deems necessary to fill, the CFO shall:

1. Make such vacancy known by emailing ALL bargaining unit members. Employees desiring to fill such position shall respond to the email posting within three (3) days.

   Nothing shall prohibit an individual from applying for said vacancy even if the vacant position is the same shift and building as currently assigned to.

2. Said notice shall include the job classification, position, job description, building/area identification, starting and ending times of the job and pay schedule. The immediate supervisor may make periodic changes to the specific area defined in the posting and reference lists to meet the needs of the District and to better balance the workloads of the employees.

3. Within two (2) days after the position is filled, notice shall be given to the union which delineates the name of the employee who obtained the position and his/her seniority date.

B. Preference shall be given to the senior employee who bids for a job vacancy who can perform the job with a break-in period but without training. The employee awarded the job shall be on job probation for the purpose of determining whether said employee has the capabilities and other attributes necessary to satisfactorily perform the available work. The probationary period may continue up to or until the employee has actually worked ten (10) days. In the event an employee is awarded a job through the bidding procedure and subsequently demonstrates that he/she is unable to satisfactorily perform such job, or is absent three (3) or more work days prior to completing the probationary period, or indicates that he/she does not desire to continue such job during the probationary period, such

employee shall be returned to the job from which he/she bid and shall not be entitled to bid on another job within six (6) months thereafter. The District shall then be free to re-post the job. If the District shall once post a job vacancy and no bids are submitted thereon, or shall post a particular job vacancy on which bids are submitted, but a successful bidder is returned to the job from which he/she bid during the probationary period as set forth, the District shall be free to hire from the outside to fill such vacancies.

C. Employees who are on leave of absence at the time of the vacancy shall have no bidding rights to any vacancy, except, however, those employees who are on leave of absence and who have given prior written notice of their intent to return to work. This provision is subject to any restrictions or limitations set forth in the leave of absence provisions.

ARTICLE 17

Miscellaneous

Section 17-1: Severance Pay

Upon retirement or termination of employment with the exception of dismissal for cause and/or to seek employment elsewhere, after a period of fifteen (15) years of employment or upon the death of any employee, the employee or his/her designated beneficiary shall receive from the District severance pay in the amount equal to three days wages per year of employment with the District at the employee's current rate of pay. Current rate of pay is defined herein to mean the rate of pay said employee was receiving at the time of retirement or termination as above provided. Payment will be a lump sum paid into an annuity of the employee's choice.

Section 17-2 Retirement, Termination or Death

If an employee who is otherwise eligible for vacation with pay dies, retires, on or after the anniversary date upon which he/she qualified for such vacation with pay without having received the same, such employee will receive along with his/her final paycheck, the vacation pay for which he/she qualified as of such anniversary date. If an employee quits for other employment or is discharged for cause prior to any anniversary date upon which he/she would have qualified for a vacation with pay, he/she will not be entitled to any portion of the vacation pay for which he/she would have qualified on such anniversary date. However, If an employee retires under the pension plan or dies prior to such anniversary date, he/she, or in the latter case, his/her designated beneficiary, shall receive a pro-rate share (as of the date of retirement or death) of the vacation pay for which he/she would have qualified as of the following date.

Section 17-3 Sick Leave Retirement Benefit

The District will pay $35 per unused sick day up to a maximum of 75 days ($2,625). The employee must have 35 days accumulated to qualify for this benefit. This benefit will be payable upon retirement or to the survivor if deceased after the employee has attained fifteen (15) years of service with the District. The payment will be made ether in a lump sum check or deposited into an annuity of the employee's choice.

Section 17-4: Non-Worked Days

Employees shall be paid only for the days and hours actually worked except when on an approved paid leave as provided for in this Agreement.

Whenever school is closed because of acts of nature, including snowstorm days, employees will be paid their regular daily rate, provided they report to work within the first two hours of their regular starting time and remain at work for the balance of their shift. Employees who report after the first two hours will be paid only for the time actually worked. If an employee has already reported to work, he/she may be sent home early to ensure his/her safety, at no loss of pay. This decision is at the discretion of his/her direct supervisor. If a local, county or state law enforcement agency declares a State of Emergency for Berrien County and directs people to stay home; employees will be paid for regular time necessarily missed during the State of Emergency. Such payment shall be limited to no more than three (3) days per school year. When employees are needed to keep buildings open during a State of Emergency, employees will be called at the discretion of the Supervisor or designee. Those employees living closest to the school will be called first. Time worked on these days will be paid at time and one-half.

Section 17-5: Payroll Deduction/Deposit

The District will make biweekly-weekly payroll deductions upon timely receipt of a signed deduction card. A maximum of two (2) changes in the amount of deductions per year will be permitted. The District will deposit, through electronic or tape transmission, an employee's net payroll check into the banking institution of the employee's choice upon timely receipt of a fully completed and signed District authorization form.

Section 17-6: Uniform Allowance

The District will provide five (5) uniform shirts to each custodial employee annually. The employee will be required to launder his/her own uniform shirt. The uniform shirt will be selected by the administration after receiving input from the Association President and/or representative. The uniform shirt must be worn each day.

The district will reimburse employees $125 annually for work shoes/boots purchased by the employee excluding sales tax.

ARTICLE 18

Insurance

Section 18-1: Insurance Program

The District agrees to provide the health insurance at current levels (attached) for all full time employees who have completed their probationary period and the employee's eligible immediate family dependents as defined by the United States Internal Revenue Service.

The Board contribution per employee to the health insurance plan will be limited to the State mandated hard cap.

DEFINITION: FTE Bargaining unit members – twelve month employees regularly scheduled to work more than thirty (30) hours per week.

Section 18-2: Insurance Benefits - General Provision

A. The District agrees to provide the above mentioned insurance benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.

B. Prior to receiving any insurance benefit, the employee must submit a written application certifying his/her eligibility for the benefit requested.

C. Employees newly hired by the District shall be eligible for District paid insurance premiums upon acceptance of written application by the insurance carrier(s) on the first day of the month following the month probation was completed.

D. Changes in family status shall be reported by the employee to the School Business Office within thirty (30) days of such changes. The employee shall be responsible for any overpayment of premiums made by the District in his/her behalf for failing to comply with this requirement.

E. To be eligible for the above coverage (or any increase in coverage), the employee must perform a one-day at work requirement with the employer before benefits are effective.

F. District payment towards the premium for all insurance benefits shall terminate on the last day of the month for any employee going on an unpaid leave or terminating employment with the District.

G. Employees who have term life insurance, as provided through the insurance plan, have a thirty-one (31) day conversion right upon termination of employment

subject to availability from the insurance carrier. Any employee electing his/her right of conversion in order to keep his/her term life insurance in force must contact the insurance carrier within thirty-one (31) days of his/her last day of employment.

H. Eligible employees electing cash-in-lieu of health insurance benefits will receive $200 per month. The election to receive cash or health insurance is made annually during the open enrollment period established by the district.

I. Dental Insurance – Increase annual maximum to $2,000; Increase VSP to VSP 2S.

ARTICLE 19

Duration

This Agreement shall become effective at 12:01 a.m., on July 1, 2020 upon formal ratification by both parties, and shall remain in full force and effect until 12:01 a.m. the first day of July 1, 2024. In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this _____.

ST. JOSEPH PUBLIC SCHOOLS
ST. JOSEPH, MICHIGAN

ST. JOSEPH CHAPTER OF
MICHIGAN EDUCATION SUPPORT
PERSONNEL ASSOCIATION

Board of Education President

SJESP President

Board of Education Secretary

SJESP Secretary

Appendix A

Wage Scale July 1, 2020

19-20	CURRENT						
	1% percent across						
		90 Day	Balance				
Custodian		Prob	Year 1	Year 2	Year 3	Year 4	Year 5
	FT Custodian	$12.95	$14.42	$15.46	$16.52	$17.35	$17.69
	Part Time	$10.84	$12.32	$13.36	$14.41	$15.26	$15.56
20-21	2%	Probationary	Year 1	Year 2	Year 3	Year 4	Year 5
	FT Custodian	$ 13.21	$ 14.71	$ 15.77	$ 16.85	$ 17.70	$ 18.04
21-22	2%	Probationary	Year 1	Year 2	Year 3	Year 4	Year 5
	FT Custodian	$ 13.47	$ 15.00	$ 16.08	$ 17.19	$ 18.05	$ 18.40
22-23	2%	Probationary	Year 1	Year 2	Year 3	Year 4	Year 5
	FT Custodian	$ 13.74	$ 15.30	$ 16.41	$ 17.53	$ 18.41	$ 18.77
23-24	2%	Probationary	Year 1	Year 2	Year 3	Year 4	Year 5
	FT Custodian	$ 14.02	$ 15.61	$ 16.73	$ 17.88	$ 18.78	$ 19.15

LETTER OF UNDERSTANDING

The Board and Union agree that even though outsourcing of jobs is permitted by law, the ongoing understanding between the parties is as follows:

1. Outsourcing of jobs will only happen through attrition.
2. Outsourced service will be the first step in reducing expenses before employee layoffs occur.
3. Vacancies will be posted to allow internal movement before being outsourced.
4. This letter of understanding has no expiration for the following employees until they resign/retire:
    - Hoffman, Anthony (4/7/1987) deceased
    - Kizer, Scott (6/20/1988) retired
    - Frappier, Stephen (7/18/1988) retired
    - Sundberg, Phillip (6/28/1989) retired
    - Gnagi, Brian (7/14/1992) retired
    - Lange, Eric (8/3/1.992) retired
    - Middleton, J. Keith (11/21/1994)
    - Martin, Joe (5/16/1995) retired
    - Kennedy, Jeffrey (8/21/1997)
    - Eichler, Wesley (9/22/1997)
    - Remington, Kevin (7/12/1999)
    - James, Glenn (8/199/1999) retired
    - Domke, Barry (11/1/1999)
    - Auringer, Nicholas (12/20/1999) retired
    - Rosenthal, Rick (6/11/2000)
    - Jones, Joseph (3/19/2001) deceased
    - Blake, Mark (6/3/2002)
    - White, Kevin (4/7/2007)
    - Knitter, Lee (10/1/2007) retired

ST. JOSEPH PUBLIC SCHOOLS
ST. JOSEPH, MICHIGAN

Business Manager

ST. JOSEPH CHAPTER OF
MICHIGAN EDUCATION SUPPORT
PERSONNEL ASSOCIATION

Joe Martin
President

St. Joseph PUBLIC SCHOOLS

LETTER OF UNDERSTANDING

BETWEEN

ST. JOSEPH PUBLIC SCHOOLS BOARD OF EDUCATION

AND

ST. JOSEPH CHAPTER MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION

MEA/NEA CUSTODIAL

The St. Joseph Board of Education and the St. Joseph Chapter Michigan Education Support Personnel Association MEA/NEA Custodial hereby mutually agree that as a result of changes for designated holidays for the district, the following change will occur.

Article 11 – Holidays – Section 11-1 Holidays Designated

For the duration of this Letter of Understanding, the listing of Holidays will be adjusted as follows:
Removal of Martin Luther King Day (which is now a district PD day)
Addition of President's Day
Removal of Good Friday (school is in session)
Addition of the Wednesday before Thanksgiving (this will take effect starting in 2022).

This Letter of Understanding will expire on June 30, 2024 when the current agreement expires.

Brenda Graham
CFO

12/7/2021 (Date)

Joe Martin
President

12/7/2021 (Date)

St. Joseph PUBLIC SCHOOLS

LETTER OF UNDERSTANDING

BETWEEN

ST. JOSEPH PUBLIC SCHOOLS BOARD OF EDUCATION

AND

ST. JOSEPH CHAPTER MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION

MEA/NEA CUSTODIAL

The St. Joseph Board of Education and the St. Joseph Chapter Michigan Education Support Personnel Association MEA/NEA Custodial hereby mutually agree that as a result of the COVID-19 pandemic the following change will be instituted effective on August 23, 2021.

Article 13 – Paid Sick Leave – Section 13-5 Paid Leave Not Deducted from Accumulation

For the duration of this Letter of Understanding, COVID-19 vaccinated individuals, with proof of vaccination or a physician's note exempting them from vaccination for medical reasons, who contract COVID-19 or are required to quarantine due to exposure will be provided up to ten (10) paid COVID leave days. These paid leave days will not be drawn from current sick, personal/discretionary, or accumulated days. These days are non-transferrable, are not bankable, and/or cannot be turned in for any compensation under the Master Agreement. Verification of quarantine or a positive COVID-19 test must be provided to the superintendent or her designee in order for these days to be utilized.

This Letter of Understanding will expire on June 10, 2022 and will be applied retroactively back to August 31, 2021.

Brenda Graham
CFO

12/7/2021 (Date)

Joe Martin
President

12/7/2021 (Date)

Letter of Understanding Between St Joseph Public Schools Board of Education AND St Joseph Chapter Michigan Education Support Personnel Association MEA/NEA Custodial

The St. Joseph Board of Education and St. Joseph Chapter Michigan Education Support Personnel Association MEA/NEA Custodial hereby mutually agree to the following contract changes as a result of an agreement between the two parties.

Article 11 Holidays

Section 11-4 Holiday Eligibility Requirements:

For an employee to be entitled to receive holiday pay as defined above, they shall have worked the scheduled workday immediately preceding and immediately following the designated holiday. Prior approved Vacation day(s) and Jury Duty will count as days worked. Other leave days (except sick days defined in Section 6 below) will not count as days worked.

To clarify, if the employee is on an administrative directed sick leave (for example, COVID positive testing), those days will count as days worked for purposes of Holiday pay. This does not affect the need to use sick leave days if the employee wishes to receive pay for his absence.

Appendix A Wage Scale July 1, 2020

The amount shown for 23-24 FT Custodian pay for year 5 reflects $19.15

In the 22-23 fiscal year, the custodial pay for year 5 reflected $18.77. The custodians were also granted an additional pay for the 1% increase that the rest of the district was given. That pay was paid out in two payments (January and June 2023).

For fiscal year 23-24, the scale will reflect that additional 1% increase from 22/23 and the amount for year 5 and above will be $19.34.

This Letter of Understanding will expire on June 30, 2024 when the current agreement expires.

Brenda Graham, CFO

7/25/2023 (Date)

Jeffrey Kennedy, President

7/25/23 (Date)