MASTER AGREEMENT

Between the

East Jordan Board of Education

&

East Jordan Custodial Employees

2025-2027

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LENGTH OF AGREEMENT

The terms of this Agreement shall remain in effect from May 19, 2025 through June 30, 2027.

RECOGNITION

The Board of Education of the East Jordan Public School District (hereinafter called the Board) hereby recognizes the East Jordan Custodial Employees as the sole and exclusive bargaining representative for all custodial personnel in the East Jordan School District, but excluding all supervisory and executive personnel, and all other employees of the East Jordan Schools.

The term employee when used hereinafter in this Agreement, shall refer to all employees represented by the bargaining unit.

BARGAINING PROCEDURES

All collective bargaining in respect to rates of pay, wages, commissions, hours of work, and other terms and conditions of employment shall be conducted by duly authorized representatives of the custodian employees and the Board, respectively. Agreements reached, as a result of bargaining shall become effective when executed by authorized representatives of the parties except as otherwise provided therein.

DISTRIBUTION OF AGREEMENTS

The Board agrees to distribute a copy of the ratified bargaining Agreement to each employee covered by the Agreement.

SENIORITY

A. Seniority shall be defined as length of service within the district, as of the bargaining unit member's first working day. When a bargaining unit member leaves a seniority classification covered by this Agreement for another seniority classification also covered by this Agreement, his/her seniority will transfer to the new classification without penalty to the bargaining unit member. When a bargaining unit member leaves a seniority classification covered by this Agreement for another seniority classification not covered by this Agreement, his/her seniority will be frozen in the classification vacated. If the employee later elects to return to the initial classification, his/her seniority will be unfrozen.

B. There shall be no seniority among probationary employees until satisfactory completion of the probationary period, at which time seniority shall be retroactive to the date of hire as a bargaining unit member.
Substitutes who are continuously employed for a period in excess of the probationary period, will, if eventually hired by the Board, be granted seniority retroactive to the initial date of hire as a continuous substitute.

C. A bargaining unit member shall lose seniority rights if he/she retires, resigns or is discharged, and, consequently, is no longer an employee of the district.

D. A new bargaining unit member shall be considered to be probationary until he/she successfully completes ninety (90) calendar days in the district.

E. In the case of more than one bargaining unit member beginning employment on the same date, the supervisor's written evaluations and other appropriate criteria will be used by the Board to make a final decision on which employee shall be senior. All Board decisions shall be final and binding.

F. Advancements and lay-offs in work assignments will be made on the basis of seniority and evaluations. Seniority shall be the guide when considering an individual for assignments to day work, at the option of the individual. The Board retains final authority in the placement and lay-off of all personnel. Ten (10) working days' notice will be given to employees that are laid off except in cases of fiscal emergency.

PROMOTIONS

A promotion to a different job classification included under this Agreement within each departmental group shall be accorded to the individuals best qualified. In making a selection, the Board shall give consideration to seniority, ability, training, health record, evaluations, dependability and application materials. An employee promoted to a job classification of a wage group classification having a higher maximum wage rate shall be given a promotional increase effective with the first payroll period on the new assignment.

PAID HOLIDAYS

All custodial employees, including part-time employees, who are working on a regular basis, will be entitled to twelve (12) paid holidays to be used for the actual holiday. These holidays include:

1. Fourth of July
2. Labor Day
3. Thanksgiving Day
4. Friday after Thanksgiving
5. Christmas Day
6. New Year's Day
7. Memorial Day

If any of the above holidays fall on a Sunday, the Monday following shall be observed as the holiday. Should the holiday fall on a Saturday, the preceding Friday shall be observed as the holiday.

Five (5) other holidays designed as crew holidays will be provided. If it is necessary for a Person to be called into work on a day when the rest of the crew is taking a "crew holiday," that Person will be paid regular time and allowed to take that number of hours off with pay at a later date. The specific dates will be set by crew leaders and building principals with final approval by the Superintendent.

VACATIONS

Vacation time must be earned before it can be taken. Vacation time may be taken at any time during the year with approval of the Superintendent. The Superintendent may call an employee in to work his schedule while he/she is on vacation. Employees will be paid for working whatever hours are necessary as well as vacation time. The Superintendent shall always have the authority to authorize when vacation time shall be taken. Vacation time shall be subject to the following limits:

1 to 5 years of service	Two (2) weeks annually (10 work days)
After 5 years and up to 10 years of service	Three (3) weeks annually (15 work days)
After 10 years of service	Four (4) weeks annually (20 work days)

Part-time employees working four (4) or more hours per day but less than six (6) hours per day shall be eligible for vacation time at the same levels listed above, but only for the number of hours normally worked per day.

EMPLOYEES UNABLE TO REPORT FOR WORK

An employee who is unable to report for work shall, if possible, notify his/her supervisor one (1) hour prior to the scheduled starting time. The cause of the absence and its probable duration shall be given.

ACTS OF GOD DAYS

The intent on snow days or "act of God days" is to have employees report for work and work their regular shift. If an employee cannot report for work due to road conditions, he/she may be able to use a vacation day or be docked for that day. Employees leaving work early on such days shall be paid only for hours actually worked.

LEAVES OF ABSENCE

Leaves of absence with pay, not chargeable against the employee's allowance for personal illness, shall be granted for the following reasons:

1. A maximum of (5) days per death in the immediate family of the employee or the employee's spouse (immediate family is defined as spouse, children, parents or brothers and sisters and grandparents).

2. Absence when an employee is called for jury service or is subpoenaed as a witness in court. The employee will be paid the difference between the daily salary and the court paid fee. The employee must present the court payment voucher to qualify for payment under this section.

Leaves of absence with pay chargeable against the employee's allowance for personal illness shall be granted for the following reasons:

1. A total of five (5) days per calendar year for critical illness in the immediate family (immediate family is defined as spouse, children, parents or brothers and sisters).

2. Time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance in the opinion of the Superintendent. The Superintendent's decision shall be final. Time allocated shall not exceed one (1) day and advance permission from the Superintendent is required.

PERSONAL BUSINESS DAYS

At the beginning of each fiscal school year each full-time employee shall be granted two (2) personal business days to conduct personal business which cannot be conducted outside regular work hours. Personal business days shall not accumulate from year to year. Regularly scheduled part-time employees shall receive a pro-rated share in accordance with hours worked per day. The use of personal business days shall be subject to the following conditions:

A. A request must be made in writing to the Superintendent at least forty-eight (48) hours prior to the day requested. Exceptions to this provision may be made at the discretion of the Superintendent.

B. Personal business days may not be taken the day before or the day after a holiday or on the first day of school or the last day of school each year. A personal business day may be taken before or after a weekend if a substitute is available.

C. Exceptions to the above provisions in emergency situations may be granted on a case-by-case basis by the Superintendent. His/her decision shall be final.

D. Dock days may be allowed with the approval of the Superintendent. Such dock days shall be limited to not more than three (3) per year per employee.

E. Personal days that are unused as of June 30th shall be transferred to the employee's sick leave accumulation. Employees who have already reached the 120-day sick leave accumulation limit shall be allowed to increase their sick leave accumulation limit with the addition of the unused personal days.

EXTENDED LEAVE OF ABSENCE

When an employee becomes physically ill and is beyond his/her sick leave allowance the employee will be able to apply for a leave of absence not to exceed one (1) year. Prior to returning to work, the employee must provide a physician's statement stating that the employee is able to return to work. The Board may require a physician's statement when the employee is off. In the case of an employee electing a leave of absence under this section, the employee's seniority shall be frozen until they return to work.

A leave of absence of up to one (1) year shall be granted to any employee (male or female) for the purpose of child care. A childcare leave shall only be taken when the object child of the leave is newborn, newly adopted or critically ill. It is further understood that an employee shall have the right to commence a child care leave prior to or subsequent to the birth of his/her child at his/her option.

Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard shall be released without pay by the Board during any period when the affected bargaining unit member is engaged in training or other service in the Reserve or the National Guard. It is understood that seniority rights will continue during said periods.

All leaves under this section shall be leaves without pay or benefits.

Unpaid leaves of up to twelve (12) weeks under the terms of the Family and Medical Leave Act (FMLA) shall also be granted. The Board shall continue premium payments for health care benefits for up to twelve (12) weeks for custodians who have been granted an FMLA leave. Consistent with the FMLA, it is expressly understood that custodians electing to utilize sick days to extend or modify the leave shall be limited to the use of accumulated sick leave at the time the leave begins up to a maximum of ten (10) days. Custodians electing this provision shall receive prior approval from the Superintendent.

a) Only custodians who have been employed at East Jordan Public Schools for a minimum of one (1) year shall be eligible for such leaves.

b) Custodians shall provide 30-day advance notice except in cases of emergency.

c) The Board and the custodian agree to cooperate in scheduling a return from leave.

LUNCH HOUR AND BREAKS

Each employee shall be entitled to one half (1/2) hour (unpaid) for lunch and two (2) fifteen (15) minute breaks (paid) during each eight (8) hour shift.

FULL-TIME EMPLOYEES

Full-time employees working six (6) hours or more a day will receive full insurance benefit protection outlined on page 15 of this agreement, according to their family status.

PART-TIME EMPLOYEES

Part-time employees working four (4) or more hours per day but less than six (6) hours per day shall, at their option, elect to receive Plan B benefits as described on page 21 of this Agreement or, in lieu of electing Plan B benefits, shall apply the cost of the Plan B benefit plan toward a tax deferred annuity with a company approved by the Board.

It is also understood that employees who currently are employed in another unit (i.e., bus drivers, assistants, etc.) who fill a part-time custodial position shall not be entitled to any additional benefits under this section of this Agreement.

CALL-INS

When an employee is called into work during a non-scheduled time, he/she will be paid a minimum of one (1) hour overtime pay if the travel time and the work time on call-in involve less than one (1) hour. The employee must be notified by the Superintendent, Principal or their designee.

BOARD OF EDUCATION RIGHTS

The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect unless changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself, all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and applicable State of Michigan Public Acts. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Custodial employees either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Personage and control the school's business, equipment, operations and to direct the working forces and affairs of the Employer.

2. Continue its rights and past practice of assignment and direction of work of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay-off and recall employees.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operations, the means, methods and process of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.

6. Determine the qualifications for employees, including physical conditions.

7. Determine the location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities.

8. Determine the placement of operations, productions, services, maintenance or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

BARGAINING UNIT RIGHTS

A. The unit shall have the privilege of using school facilities for meeting at times when such facilities are not otherwise in use and upon twenty-four (24) hour notification to the administrator responsible for such facilities.

B. The unit shall have the privilege of reasonable use of school equipment, including, copy machines, etc., during non-school hours upon the permission of the administrator responsible for such equipment.

C. The Board agrees to furnish to the unit, in response to reasonable requests, information concerning the financial resources of the district, including financial reports and audits.

D. It is understood that the members of the bargaining unit set forth in the Recognition Clause have the responsibility for performing duties normally and historically associated with these positions.

BARGAINING UNIT MEMBER RIGHTS AND PROTECTION

A. No non-probationary bargaining unit member shall be disciplined without just cause. The term "discipline" includes written warnings, reprimands, suspensions and dismissal.

B. Each employee shall have the right to have a bargaining unit representative present at any scheduled meeting or conference with an administrator or supervisor at which there exists a reasonable likelihood (to the administrator's or supervisor's prior knowledge) that the conference will result in imposition (or recommendation therefore) of disciplinary sanctions against said employee. No disciplinary action shall be taken against an employee without the presence of such representation (unless waived by the employee) except in emergency situations in which both immediate action is necessary and prior notification of a representative is not reasonably possible.

C. An employee shall have the right upon written request to review the contents of his/her personnel file and to have a representative of the bargaining unit accompany him/her in such review. Such reviews shall not be held during the employee's regular duty hours (except lunch and break periods) unless expressly authorized by the employee's immediate supervisor.

D. Whenever new material, including but not limited to, student, parental, or school personnel complaints are placed in an employee's personnel file, the employee shall be provided the opportunity to review the material so included. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. After reviewing material to be placed in an employee's file, the affected

employee shall sign said material and such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the employee believes such material is inaccurate, the employee shall file a written rebuttal within five (5) days after presentation of the material to the employee. If the employee shows such material to be inappropriate or in error, the material shall be corrected or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be made solely on the contents of the bargaining unit member's personnel file.

EMPLOYEE EVALUATIONS

A. It is understood that the evaluation process includes assessment of the unit member's total job performance and may in part be based upon job-related conduct which has not been personally observed by the evaluator.

B. Evaluations shall be reduced to writing and a copy given to the bargaining unit member not later than June 1st on an annual basis. Evaluations shall be based on a period of time that adequately samples a bargaining unit member's work, and shall be completed by the Building Principal or Custodial Supervisor. In addition, the Pool Administrator shall also participate in the evaluation of unit members assigned regularly to the pool.

C. Following each formal evaluation, which shall include a conference with the evaluator(s), the unit member shall sign and be given a copy of the evaluation report. The unit member's signature shall not be construed to mean that he/she agrees with the contents of the evaluation and, if so desired, he/she may submit additional written comments to the evaluation as an attachment. All written evaluations are to be placed in the bargaining unit member's personnel file.

D. If the evaluator believes a unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms in the written evaluation. Further evaluations will include whether or not improvement has taken place.

E. In the event that a unit member works in multiple buildings, the Superintendent shall designate, annually before September 1st, the building principal or custodial supervisor responsible for being the unit member's evaluators. This designation shall be shared with the unit member.

F. Probationary employees shall be formally evaluated consistent with the procedures outlined in "A" through "E" above prior to the end of their ninety (90) day probationary period.

SCHEDULE A - CUSTODIAN

	2025-2026	2026-2027	2027-2028
Step			
1	$16.50	$16.56	$16.62
2	$16.78	$16.84	$16.90
3	$16.83	$16.89	$16.95
4	$17.00	$17.06	$17.12
5	$17.17	$17.23	$17.29
6	$17.35	$17.41	$17.47
7	$17.54	$17.60	$17.66
8	$17.72	$17.78	$17.84
9	$17.90	$17.96	$18.02
10	$18.09	$18.15	$18.21
11	$18.28	$18.35	$18.42
12	$18.48	$18.55	$18.62
13	$18.61	$18.68	$18.75
14	$18.74	$18.81	$18.88
15	$18.87	$18.94	$19.01
16	$19.00	$19.07	$19.14
17	$19.14	$19.21	$19.28
18	$19.28	$19.35	$19.42
19	$19.42	$19.49	$19.56
20	$19.56	$19.65	$19.72
21	$19.70	$19.77	$19.85
22	$19.84	$19.91	$19.98
23	$19.99	$20.06	$20.13
24	$20.14	$20.21	$20.28
25	$20.29	$20.36	$20.42

Longevity step payment for Steps 26-30:

	2025-2026	2026-2027	2027-2028
Step 26	$ 200	$ 200	$ 200
Step 27	225	225	225
Step 28	250	250	250
Step 29	275	275	275
Step 30	300	300	300

HOURS

The work schedule is based on a forty (40) hour week. Saturday work shall be paid at time and a half provided the forty (40) hour work week has been fulfilled. Double time will be paid for Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the bargaining unit member is entitled to holiday pay for that day.

SHIFT DIFFERENTIAL

Full time employees working shifts that begin after noon each day shall qualify for a shift differential payment on an hourly basis as follows:

2025-2027
.25

VACANCIES

Notice of all vacancies shall be delivered to each bargaining unit member via campus mail. Vacancies shall remain posted for a period of ten (10) working days. In cases where a unit member is on vacation, notice of vacancies shall be mailed to his/her home address.

SICK LEAVE

Full time personnel shall receive one (1) sick day per month worked. Sick leave shall accumulate from year to year to a maximum of one hundred and twenty (120) days. Regularly scheduled part-time personnel shall receive a pro-rated share in accordance with hours worked per day. After three (3) days of illness, the Board may require a physician's statement.

After ten (10) years of service, an employee leaving the district shall be paid for sick days according to the schedule below, unless the termination is a dismissal. A retiring employee with at least five (5) years of service will be paid for sick days according to the schedule below:

$40 per day for 70 days

SICK LEAVE BANK

Upon request of a bargaining unit member, the Board may, on a case-by-case basis, authorize the creation of a sick leave bank for the benefit of a custodial employee who is experiencing a serious illness or disability, or the serious illness, disability, or death of an immediate family member, and who has exhausted their accumulated sick leave.

The sick leave bank shall be funded by **voluntary contributions** from other full-time custodial bargaining unit members. No employee shall contribute more than **two (2) sick days** per sick bank request. A maximum of **ten (10) days** may be withdrawn for the benefit of the requesting employee.

Each sick leave bank shall be **member-specific** and shall expire upon the use of ten (10) days or when the employee becomes eligible for long-term disability benefits, whichever occurs first. Contributions to the bank are non-refundable.

The Superintendent or designee shall coordinate communication with custodial employees regarding the opportunity to donate, and shall maintain a written record of contributors and total days donated.

Participation in the sick leave bank shall not impact eligibility for sick leave bonus compensation.

SICK LEAVE BONUS

Personnel not using more than three sick leave days per year (days used for bereavement shall not be counted in the three days) will be compensated in a lump sum payment according to the following schedule:

Days Used	Bonus	Additional Bonus for Employees Having Already Earned 120 Sick Days
0	$200	$140
1	$160	$130
2	$120	$120
3	$ 80	$110
4	-0-	-0-

Payment shall be made prior to August 1st annually. For purposes of the bonus program, personnel using a portion of a sick day (1/2, 1/3, etc.) shall receive pro-rated compensation. Sick leave bonus payments shall in no way affect the number of sick days accumulated by the employee.

COORDINATION WITH WORKER'S COMPENSATION

A bargaining unit member who is absent because of injury or disease compensable under the Michigan Worker's Compensation statute, shall receive from the Board the difference between the amount of Worker's Compensation benefits and the employee's regular wages, deductible from the employee's accumulated sick leave, until such time as the employee's accumulated sick leave has been exhausted, from the date Worker's Compensation benefits are first received.

TRAVEL SUBSIDIES

Bargaining unit members, when required in the course of their work to drive personal automobiles, shall receive a car allowance equal to the current IRS approved rate.

INSURANCE

Pursuant to the authority set forth in the Michigan School Code, the Board agrees to provide the following subsidies for dental, life, medical, vision and LTD coverage for full-time employees after satisfactory completion of the probationary period. Probationary employees shall be eligible for coverage after sixty (60) calendar days of employment.

A. The Board agrees to provide the following coverages for the life of this contract for the employee and his/her entire family:

Plan A: Employees electing health coverage

Plan 1: MESSA ABC Plan 1 – annual deductibles for single coverage annual deductibles for single coverage ($1,650) or 2-person & family coverage ($3,300), no medical coinsurance, and 5-tier Rx for prescriptions.

Plan 2: MESSA ABC Plan 2 -- annual deductibles for single coverage annual deductibles for single coverage ($2,000) or 2-person & family coverage ($4,000), no medical coinsurance, and 3-tier Rx for prescriptions.

Plan 3: MESSA Balance+ -- annual deductibles for single coverage ($1,650) or 2-person & family coverage ($3,300), 20% coinsurance with medical copayments and MESSA Balance+ Rx for prescriptions.

Dental: 60/60/60/50: $1,000
Vision: VSP III
LTD: 66 2/3, 90 calendar day modified fill, $5,000 monthly maximum on benefits

Life: $40,000

Plan B: Employees not electing health coverage
Dental: 60/60/50: $1,000
Vision: VSP III
LTD: 66 2/3, 90 calendar day modified fill, $5,000 monthly maximum on benefits
Life: $40,000

The Board subsidy is terminated when an employee is covered under another group insurance program, or terminates his/her position through resignation, discharge or retirement, or is on any type of unpaid leave of absence or layoff and not on the payroll of the employer. The subsidy will stay in effect for one month following the month during which employment ends.

A. The Board agrees to provide the above-mentioned insurance subsidy for programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policy holder.

B. Effective 9/1/09, employees not wishing health insurance subsidy through the school may apply the equivalent of an individual employee's single subscriber annual premium and the current federal maximum HSA contribution for full family/two person or single toward tax deferred annuities offered by a Board-approved provider.

C. A pre-employment physical is to be paid by the Board. If the Board is requiring the physical, the Board shall approve the physician.

GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the expressed terms of this contract.

B. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall contain a synopsis of the facts giving rise to the alleged violation;
3. It shall cite the section or subsection of this contract alleged to have been violated;
4. It shall specify the relief requested;

Any written grievance not in accordance with the above shall be considered withdrawn.

LEVEL ONE

An employee believing her/himself wronged by an alleged violation of the expressed provisions of this contract shall within three (3) working days of its alleged occurrence orally discuss the grievance with the immediate supervisor in an attempt to resolve same.

If no resolution is obtained within two (2) working days of the discussion, the employee shall reduce the grievance to writing and proceed to Level Two.

LEVEL TWO

A copy of the written grievance shall be filed with the Building Principal. Within three (3) working days of receipt of the grievance, the Building Principal shall meet with the grievant to discuss the grievance.

If no resolution is obtained within two (2) working days of the discussion, the employee shall proceed to Level Three.

LEVEL THREE

The grievant may appeal to the Superintendent by filing a copy of the written grievance with the Superintendent of Schools. The Superintendent will respond within five (5) working days.

If no resolution is obtained, the employee may proceed to Level Four.

LEVEL FOUR

The grievant may appeal to the Board of Education by filing a copy of the written grievance with the Secretary of the Board. The Board shall allow the employee to be heard at a meeting with a Board of Education Committee. The decision of the committee shall be final and binding.

IN WITNESS WHEREOF, we have set our hands and seals this 15th day of September, 2025

For the Custodians:

Kathy Roehrig, Negotiator

For the Board of Education:

Mathew Wyman, President

Dawn Burks, Secretary

Enos M. Bacon III, Superintendent