

CUSTODIAL/MAINTENANCE CONTRACT

MASTER AGREEMENT 2023-2026

MONTROSE COMMUNITY SCHOOLS
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LABOR NEGOTIATION AGREEMENT

This Agreement entered into May 22, 2023, but **effective July 1, 2023 through June 30, 2026** by and between the Board of Education of the Montrose Community School District, Genesee and Saginaw Counties, Montrose, Michigan hereinafter called the "Board", the custodians and maintenance workers, hereinafter call the "Union".

ARTICLE I
PURPOSE

(a) It is the general purpose of this agreement to promote the mutual interests of the Board and its employees and to provide for the operation of the services provided by the Board under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to school operation. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

(b) The parties recognize that the interest of the Employer and the job security of the Employee depend upon the Employer's success in maintaining proper service for the children of the school district.

ARTICLE II
RECOGNITION AND UNION ORIENTATION AND ACCESS

Section 1 - RECOGNITION
The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 379 Public Acts of 1965, for all full time and regular part time custodial and maintenance employees excluding all professional employees' supervisors and all other employees.

Section 2 - UNION ORIENTATION AND ACCESS
The Employer shall give the Union the right to participate in Employer's employee orientation process for new employees. Union representatives shall be allowed to either participate jointly or immediately subsequent to Employer representative in giving new employees information about the Union, the collective bargaining agreement and the benefit programs under the agreement. In advance of each orientation meeting, the Employer shall provide the Union with a list of new employees who will be involved in the orientation, including each employee's name, social security, job title, department assigned, and full-time or part-time status. The Employer will not make any negative references to the Union during the Employer's interviewing, hiring and orientation processes. The Employer shall not advise applicants or employees as to the need for or desirability of Union membership.

The Board agrees not to negotiate with any organization other than the Union for the duration of the Agreement. Furthermore, the Board agrees not to negotiate with any employee or group of employees on any subject included in the Agreement, provided however that not anything contained in this provision shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the certified bargaining representative if the adjustment is not inconsistent with the terms of this Agreement.

Section 3 - STEWARD TRAINING
The Employer agrees to release each Steward from work for two (2) days each year, without loss of pay, to attend "Steward Training Seminars" sponsored by the Union. Union will be responsible to paying substitute costs.

ARTICLE III
DEFINITIONS

(a) Regular Full-Time Employee: A regular full-time employee is one who is scheduled to work a minimum of forty (40) hours per work on a permanent basis.
(b) Regular Part-Time Employee: A regular part-time employee is an employee working less than forty (40) hours per week on a permanent basis.
(c) Temporary Employee: An employee who is hired for only a limited period of time to substitute for one or more permanent full-time employees or permanent part-time employees during their absence or is hired for a job which is of limited duration, and who is so informed at the time he/she is hired, shall be considered a temporary employee. He/she shall not acquire seniority by virtue of such temporary employment regardless of how long it lasts. A temporary employee who is retained in employment as a regular employee after conclusion of the temporary period shall be required to serve the probationary period. After the conclusion of said period, if retained, seniority shall be counted from the date of hire as a temporary employee, it such service was consecutive.
(d) Seasonal Employee: A seasonal employee is one employed in a position, which is up to three (3) months duration, but such a position usually arises year after year, and occurs at approximately the same time within the calendar year.
(e) Probationary Employee: A probationary employee is one who has not completed the initial ninety (90) working days of employment for the Board.
    1. A probationary employee whose service is deemed unsatisfactory may be dismissed at the will of the Board.
    2. Probationary dismissal shall not be subject for the grievance procedure.
(f) A Seasonal Employee who has completed ninety (90) days of work and is hired by the School Board to fill a permanent vacancy will not be required to fulfill an additional probationary period.

NOTE:
1. Employees defined in Sections (a) and (b) are members of the bargaining unit as defined in Schedule A of this Agreement.
2. Employees defined in Sections (c) through (f) are included only for definition purposes.

ARTICLE IV
RIGHTS OF THE BOARD

(a) The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution for the State of Michigan and the United States, to manage and direct the Montrose Community Schools provided that such rights and responsibilities shall be exercised by the Board in the conformity with the

provisions of this Agreement, but such rights established by law may not be infringed upon by any provision of this contract.

(b) The exercise of the legislative powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and law of the United States.

ARTICLE V
NO DISCRIMINATION

No employee shall be discriminated against as to race, creed, color, religion, sex, age, or national origin. However, such allegation shall not be subject to the grievance procedure or arbitration.

ARTICLE VI
NO STRIKE – NO LOCKOUT

(a) The Board will not lock our employees during the term of this Agreement.

(b) The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety, and welfare. Under no circumstances will the Union cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slow-down in any department of the School District, or any curtailment of work, or restriction of production or interference with the operations of the Board or any picketing or patrolling which results in bargaining unit employees or other employees of the employer curtailing their work or production or prohibiting or preventing a supplier from having ingress or egress from the employer's property. In the event of a work stoppage, other curtailments of productions, picketing or patrolling, the Board shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

(c) In the event of a work stoppage, picketing, patrolling or any other curtailment, by the Union or the employees covered here-under during the term of this Agreement, the Union by its officers, agents and stewards shall immediately declare such work stoppage, picketing, patrolling which results in bargaining unit employees or other employees of the employer in curtailing their work or productions or prohibiting of preventing a supplier from having ingress or egress from the employer's property to be illegal and unauthorized in writing to stop the said conduct and resume full production. Copies of such written notice shall be served upon the Board. The Union agrees further to cooperate with the Board to remedy such situation by immediately giving written notice to the Board and the employees involved declaring the said conduct unlawful and directing the employees to return to work. In the event that the Union in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct it shall not be liable in any suit in any court for money damages caused by said violation. The Board shall have the right to discipline, up to and including discharge, any employee who instigates, participated in or gives leadership to any activity herein prohibited.

ARTICLE VII
VISITATION

(a) Upon request to the designated representatives of the Employer and providing mutually acceptable arrangement can be made, officers or accredited representatives of the Union shall be admitted onto the Employer's premises during working hours for the purposes related to this Agreement.
(b) During such visits the official of the Union may enter any areas relevant to the purpose of the visit providing such visit shall not disrupt orderly operations and further such visit shall not hinder the employee in the performance of his/her job duties. In the event that any privilege provided by this Section is abused, the Employer may withdraw it after the Union is given a reasonable opportunity to remedy the situation.

ARTICLE VIII
SAFETY PRACTICES

(a) The Employer will take responsible measures in order to prevent and eliminate any present or potential job hazards, which the employees may encounter at their places of work.
(b) The employee will be expected to notify the Employer in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions, or equipment.

ARTICLE IX
UNION REPRESENTATION

(a) There shall be one Union Steward or Alternate Steward who shall represent the bargaining unit employees for the purpose of processing grievances and a bargaining committee comprised of three members who along with the Steward negotiate the labor agreement and assist in the processing of grievances.
(b) The Union Steward or Alternate shall represent the employees within their department. The Steward shall have the right to process a grievance at the first step. Such grievances which are resolved to the satisfaction of the grievant shall be final and binding upon the grievant, the Union and Employer.
(c) The Union in contract negotiations may be represented by employees in the bargaining unit. Such employees shall be selected in any manner the Union desires. The Union shall designate said employees to the employer.
(d) Upon approval of the immediate supervisor, the Steward or Alternate Steward may investigate and present grievances. Denial shall not be subject to the grievance procedure.
(e) Stewards, during their term of office only, shall head the seniority list within the bargaining unit for the purposes of layoff and recall only, providing the employee has the skill and ability to perform the then existing work. Employees possessing Super-Seniority shall not be kept at work during periods of layoff unless they are capable of performing the work to be done within their classification.

ARTICLE X
RIGHT TO REQUEST SCHOOL BUILDING FOR MEETINGS

The Union and its representatives shall have the right to request the use of school buildings for meetings. The Superintendent or his designee shall have the right to designate the time and place of meetings within the building so as not to interfere with other regularly scheduled activities. The Board shall retain the right to regulate after hours use of the building and/or facilities and equipment and shall make a reasonable charge for extra maintenance and service costs.

ARCTICLE XI
JURISDICTION – CONTRACTING AND SUPERVISOR DOING BARGAINING UNIT WORK

(a) The district shall not contract, sub-contract, use, or assign non-unit employees to displace or reduce the hours of unit employees in any present location or any further locations during the term of this Agreement. The parties agree to be compliant with P.A. 112.

(b) Supervisory employees will be permitted to do occasional bargaining unit work as long as no bargaining unit employees regularly scheduled work hours have been reduced. This provision shall not be applicable in the event any bargaining unit employee is laid off. Likewise, a supervisor will not be permitted to perform bargaining unit work at a special activity in place of a regular bargaining unit employee as long as it would prevent bargaining unit employees from working said additional hours.

ARTICLE XII
EMPLOYEE JOB DUTIES

Employees shall perform all duties of their position consistent with past procedures or in accordance with written direction or modification. (The parties recognize that the great majority of daily job duties are so well known and regular as not to require written specification.) A copy of any written directions or modifications will be sent to the Union.

ARTICLE XIII
BENEFITS

It is agreed between the parties that in the event that a full-time employee works less than the established hours in his/her classification and is covered by this Agreement he/she shall be entitled to a prorate portion of all of the benefits under this Agreement based on the hours the employee works for the employer provided he/she is otherwise eligible.

(a) MAINTENANCE UNIFORM: The maintenance employees shall be allowed up to four hundred dollars ($400) per year for the purchase of approved uniforms to include shirt, pants, sweatshirt, coat, bib overalls and boots/shoes. The uniforms shall be approved by central office administration. The district will purchase the items directly from the vendor when possible, but employees may purchase the items and receive reimbursement with PRIOR APPROVAL.

(b) CUSTODIAN UNIFORM: The custodians will be allowed to purchase up to one hundred fifty ($150) for clothing or safety shoes. The clothing and shoes shall be approved by central office

administration. The district will purchase the items directly from the vendor when possible, but employees may purchase the shoes and receive reimbursement with PRIOR APPROVAL.

ARTICLE XIV
SENIORITY

Section 1 - SENIORITY

(a) All full and part-time employees shall serve a probationary period of ninety (90) working days, uninterrupted by any type of service break unless authorized by the Superintendent or his designee during which time they will be termed "probationary employees."

(b) Probationary employees' service with the Board may be terminated at any time by the Board in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

(c) During the probationary period, an employee if otherwise eligible shall be entitled to hospitalization insurance coverage after ninety (90) calendar days of employment. Any pay for sick days, holidays, or other qualified absence shall be deferred and payable only upon successful completion of the probationary period. At that, time seniority shall be established from the original date of hire and any earned but unused sick days shall be credited.

(d) Layoff and recall of employees shall be by seniority, and the following order shall be followed, provided that the employees who remain are capable of performing the work available:

1. Temporary and Seasonal Employees
2. Probationary Employees
3. Remaining seniority employees shall then be laid off in the order of their seniority.

(e) A laid off seniority employee, if recalled to a job similar in work content and identical or higher in rate to the job for which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

(f) The order of recalling of laid-off employees shall be the reverse order in which the employees are laid off and shall be subject to the same conditions as layoff.

(g) Notices of recall shall be sent by certified or registered mail or telegram to the employee's last-known address as shown on the Board's records and it shall be the obligation of the employee to provide the Board with a current address and telephone number. A recalled employee shall give notice of his/her intent to return to work within five (5) consecutive working days, and shall return within seven (7) working days or his/her employment shall be terminated without recourse to this Agreement.

(h) In the event a recall is necessary on less than three (3) consecutive working days notice, the Board may call upon the laid off employee(s) either personally or by telephone, until an employee is able to return to work immediately is located. In such case, the employee able to return to work immediately, will be given a temporary assignment not to exceed three (3) days, and employees passed over (because of their inability to return to work immediately) will be given notice to report for work at the end of said three (3) consecutive day period.

(i) Laid Off, part-time employees will put in a forty (40) hour week before additional people are brought in.

(j) The Montrose Community Schools agrees that all laid-off custodial employees, until they lose their seniority pursuant to Article XIV – Section 2 (i), shall be paid at the current custodial rate each time that they are called in to work for a full time custodian who is absent.

(k) The Union and the school district agree that the employees that were hired and worked in a part time status prior to January 1, 2002 will accrue seniority the same as full time employees. That is, they will accrue one (1) year seniority for each year worked. Any part time employee hired after January 1, 2002 will accrue seniority at a rate as to the number of hours regularly scheduled to work. An example is if an employee is scheduled to work twenty (20) hours per week, said employee will accrue seniority at a rate of half (1/2) that of a full time employee.

Section 2 - LOSS OF SENIORITY

An employee's seniority and employment shall terminate if:

(a) The employee quits, or

(b) The employee is discharged, or

(c) The employee fails to give notice of his/her intent to return to work within five (5) working days and/or fails to report to work within seven (7) working days after issuance of the Board's notice to recall by certified mail to the last known address of such employee as shown by the Board's records. It shall be the responsibility of the employee to provide the Boards with a current address, or

(d) The employee is absent from work for three (3) work days without permission from the Superintendent or his/her designee unless extenuating circumstances prevents immediate notification, or

(e) The employee overstays a leave of absence without prior permission from the Superintendent or his/her designee, or

(f) The employee gives a false reason in requesting a leave of absence or engages in other employment during such a leave of absence, unless prior permission is granted by the employer, or

(g) A settlement with the employee has been made for total disability, or

(h) The employee is retired, or

(i) The employee is laid off or has not worked for the Board for a continuous period exceeding the length of his employment, or

(j) The employee falsified pertinent information on his/her application for employment.

Section 3 - SENIORITY LIST POSTING

(a) The Board agrees to post and update a seniority list by job classification seniority and bargaining unit seniority at the beginning of each school year (September 1st). Separate seniority lists shall be posted for full-time employees and regular part-time employees who shall only have seniority with respect to the persons on their respective lists. An Employee's standing on the published list will be final unless protested to the Board's personnel office no later than ten (10) working days after the list has been posted on the Board's bulletin board unless the affected employee was not scheduled to work during the posted period.

(b) Seniority will be retroactive to date of hire when the probationary employee successfully completes the ninety (90) working day probationary period. The School Board agrees to notify the Union or the Steward when an employee successfully completes the probationary period.

Section 4 - SENIORITY FOR BENEFIT PURPOSES
An employee's seniority for all benefit purposes will continue to accumulate until the end of the calendar month in which the employee's sick days have been exhausted then the employee is placed on the unpaid leave of absence.

ARTICLE XV
BUMPING

There shall be no bumping under any circumstances except as provided in the lay-off provisions.

ARTICLE XVI
VACANCIES – CUSTODIANS

(a) If a new job or permanent vacancy occurs in a classification covered by this Agreement and the Board determines to fill such opening, the open job will be posted within five (5) working days for a period of ten (10) working days. Seniority employees who desire such open job(s) may submit their bid for such job to the personnel office in writing within the posting period. Any such job opening may be filled temporarily by the Board until there has been a permanent award of the job to an employee. The Board will announce the successful job bidder, if any, within ten (10) working days after the close of the bidding period.
(b) When an employee's job bid is accepted, he/she will be given a period not to exceed sixty (60) working days within which to qualify for the job. During the qualifying period, he/she will receive no less than the rate of pay for the job he/she held permanently immediately prior to such qualifying period. If at any time within the qualifying period the employee dos not qualify for the job, he/she shall be returned to the permanent job he/she held prior to his/her accepted bid.
(c) If there are no qualified bidders for an open and posted job, the Board may fill the job in its discretion.
(d) The Seniority and qualifications of the applicant shall be considered for all vacancies.
(e) Any posting shall, were appropriate, specify classification, job location, hours of work and compensation.
(f) An employee qualified for a position who is not a successful bidder shall have the right to grieve on the basis that his/her qualifications for the position are superior to those of the person assigned the position all other factors being equal.

ARTICLE XVII
SUPERVISORY PROMOTIONS

(a) An employee promoted or transferred from a job classification in the bargaining unit, after certification of the Union, to a supervisory position shall retain the seniority he/she had at the time of such promotion or transfer and shall continue to accumulate seniority while he/she is in such supervisory position for a period of one (1) year.
(b) An employee promoted or transferred as described in subsection (a) above, shall have a right to return to the bargaining unit and be placed on the job to which his/her seniority would entitle him/her if his/her employment with the Board had remained unbroken; provided, however, that the Board shall have no obligation to return such employee to the bargaining unit if such employee is discharged for cause. A supervisory employee who returns to the

bargaining unit after more than one (1) year as a supervisor will not be able to bid for promotions or job transfers during the first year in which he/she returns to the bargaining unit.

ARTICLE XVIII
TEMPORARY TRANSFERS

Temporary transfers shall be permitted not to exceed four (4) weeks duration, unless the parties mutually agree to extend the temporary transfer beyond that time period. Employees so transferred, shall receive the rate of their former job or the rate of the job to which they are transferred, whichever is higher. During periods of temporary transfer, employees shall suffer no detriment to their classification seniority. In the event a temporary transfer occurs, employees, by seniority, will be given first opportunities to fill the temporary transfer provided the employee has the skill and ability to perform the job. Temporary transfers may be used giving people within the same building first option to cover vacation or leaves of one week or longer.

ARTICLE XIX
NEW JOBS

The employer retains the right to eliminate, change, establish and evaluate classifications and establish the pay grades hereafter provided, however, the classifications and the pay grades hereafter, set forth in the Wage Schedule, and new or changed classifications which may be placed in the Wage Schedule, shall remain in effect after the employer has put said changes into effect. The employer agrees to notify the Union within thirty (30) days after placing said change into effect and further agrees to meet and discuss said changes with the Union upon request.

ARTICLE XX
WORKER'S COMPENSATION

An employee absent longer than seven (7) calendar days because of an illness or injury incurred as a result of performing services for the Board shall be covered by the Worker's Compensation Act.

ARTICLE XXI
RETIREMENT

All employees of the Montrose Community Schools are covered under the Michigan Public School Employees Retirement Fund, which is correlated with the Federal Social Security Program. The employer shall pay for each of its full and regular part-time custodial and maintenance employees, the full and entire retirement contribution to the retirement fund excluding MIP contributions.

(a) Coverage – All school employees are required by law to be members of the fund.
(b) Retirement – Board and Union agree to article by any mandatory retirement law.
(c) The employer reserves the right to request earlier retirement if the employee is mentally or physically incapable of fulfilling the requirements of the job, provided such action may be required where justified upon the recommendation of a physician.
(d) And Custodian leaving the Montrose School system with ten (10) or more years of service in Montrose shall receive as a severance benefit, payment of forty ($40) dollars for each unused

sick day up to a maximum of ninety (90) days. If a custodian has more than ninety (90) days as of June 30, 2000, that amount will become the maximum amount of payout that that individual custodian will be allowed to accumulate for pay out purposes for the remainder of their employment with Montrose Schools. In the event of said employee's death, his/her beneficiary as indicated on the custodian's school term life policy, shall receive this accrued sick leave benefit. This does not limit the number of days that can be accumulated for sick use.

ARTICLE XXII
BULLETIN BOARDS

(a) The Board agrees to furnish space for a bulletin board in each building which may be used by the Union for the following notices:
   1. Notices of Union meetings.
   2. Notices of Union elections and the results of such elections.
   3. Notices of Union recreational and social events.
   4. Other notices concerning Union affairs, which are not political or controversial in nature.

(b) It is agreed that all other notices prior to being posted shall be submitted to the Board for its approval.

(c) It is further agreed that all notices including those posted by the Union as provided for herein and those posted by the Board shall not be mutilated, destroyed or defaced by the employee. If same should occur, the affected employee shall be subject to disciplinary action.

(d) The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the Board, or the Board's officers, agents, supervisors, employees, departments or subdivisions nor shall such notices be derogatory or critical of the services, techniques or methods of the Board.

(e) There shall be no solicitation or distribution of any kind by any person in work areas during work time without proper authorization from the Board.

(f) The Board will remove from the bulletin board any material, which in the Board's opinion is libelous, defamatory, politically partisan, scurrilous or detrimental to the labor management relationship and shall notify the Chair Person of such removal.

ARTICLE XXIII
DISCIPLINARY ACTION

(a) It must also be recognized that an employee places on permanent status may be dismissed, suspended or otherwise disciplined for cause.

(b) Below are examples of cause for dismissal, suspension or other disciplinary measures including but not limited to:
   1. Dishonesty, drunkenness, immoral conduct, or addition to the use of narcotics.
   2. Fraud in securing employment.
   3. Incompetence, inefficiency in job performance.
   4. Conviction of a serious crime by a court of law.
   5. Insubordination, inattention to or dereliction of duty.
   6. Continued disregard for rules, which are established by the employer and made known to the employee.

(c) The Board reserves the right to refuse recommending anyone who has quit without providing fourteen (14) days notification prior to quitting.
(d) In the event of dismissal, suspension or other disciplinary action the employee shall have written notification of such action with a copy going to the Union.

ARTICLE XXIV
GRIEVANCE PROCEDURES

(a) A grievance under this Agreement is a written dispute, claim, or complaint arising under and during the term of this Agreement and filed by an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions or this Agreement.
(b) All grievances must be filed within five (5) working days after occurrence of the circumstances or within five (5) working days after the employee should be reasonably known of the circumstances giving rise to the grievance otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.
(c) Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Board, the Union, and any and all employees involved in the particular grievance.
(d) Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the administration within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired provided that at the Superintendent's level failure to respond to a grievance within the allotted time limits hereinafter set forth will result in the affirmance of the grievance. Any grievance not carried to the next step by the Union within the prescribed time limits or such extension which may be agreed to, shall automatically be resolved upon the basis of the last disposition.
(e) The Board shall not be required to pay back wages for periods prior to the time a written grievance is files; provided that in the case of a pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of that pay period providing employee files his/her grievance within five (5) working days after receipt of such pay.
(f) When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning, which is, affixed to his/her personal record, the employee will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within five (5) working days from the time of presentation of the notice to the employee. Grievances regarding discharge will commence with the Superintendent of Schools or his designee. With the consent of the parties, a discharge grievance may be advanced and processed out of order.
(g) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he/she may have received, or could with diligent effort have received from any source during the period in question.
(h) Any employee having a complaint shall first take up the matter with his/her immediate supervisor.
(i) If no satisfactory answer or disposition is received within five (5) working days, the complaint shall be processed as follows:

- STEP 1: The employee shall within five (5) working says after occurrence of the circumstances giving rise to the grievance reduce the matter to written form stating all facts in detail and submit same to his/her supervisor. The supervisor shall within five (5) working days record his disposition in detail on the copies of the grievance form, returning two (2) copies to the employee.
- STEP 2: Failing to resolve the issues in the first step the Union shall within five (5) working days of the supervisors' disposition contact the Superintendent of Schools to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union contacts the Superintendent of Schools unless a longer time is mutually agreed upon. The Superintendent of Schools shall give his/her decision in writing relative to the grievance within five (5) working days of his/her meeting with the Union.

ARBITRATION

Section 1

(a) Upon conclusion of Step 2 of the Grievance Procedure, either party may request arbitration. The party desiring arbitration must notify the other party in writing of such desire within ten (10) working days of the days the written disposition was received under the last step of the grievance procedure.

(b) After a receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to agree within five (5) working days or within a longer period of mutually agreed upon, either party may submit that an arbitrator be selected with assistance and under the rules of the American Arbitration Association.

Section 2

(a) The parties understand and agree that in making this agreement they have resolved for its term all bargaining issues, which were, or which could have been made the subject of discussion. The arbitrate forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are not excluded from arbitration.

(b) Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of the no strike pledge in this Agreement.

(c) Excluded from arbitration at the election of the Board but in no manner waived in any other forum, are any monetary claims by the Board against the Union, its officers or members for breach of the no strike pledge in this Agreement.

(d) Excluded from arbitration is any matter otherwise subject to arbitration but over which the Union strikes contrary to its no strike pledge in this Agreement.

Section 3

(a) The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement or any supplementary agreement, or to substitute his/her judgment for that of the parties.

(b) The arbitrator shall have to power to establish wage scales rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement.

(c) The arbitrator shall have no power to provide Agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters of dispute.

(d) In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Section 4

The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses, which are called by them.

Section 5

(a) It shall be the obligation of the arbitrator to the Board and to the Union to make his/her best effort to rule on cases heard by him/her within thirty (30) calendar days after the hearing.

(b) Priority shall be given to deciding discharge cases and the arbitrator shall make his/her best efforts to decide these cases within fourteen (14) days of the hearing.

Section 6

There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees and on the Board. The Union will discourage any attempt by any bargaining unit employee and will not encourage or cooperate with any bargaining unit employee in an appeal to any court or labor board from a decision of the arbitrator.

Section 7

The decision of the arbitrator, in any case, shall not require retroactive wage adjustment in any other case.

ARTICLE XXV
LEAVE OF ABSENCE

Section 1 - GENERAL CONDITIONS FOR LEAVES OF ABSENCE

(a) A leave of absence is a written authorized absence from work for not more than thirty (30) calendar days at a time without pay for employees with less than three (3) years continuous employment. A regular employee who has worked continuously for the employer for three (3) years or more may be granted a leave of absence, without pay, for a period of time up to one (1) year, which may be extended at the discretion of the Board. A lease shall be granted, denied or extended in the exclusive discretion of the employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his/her application.

(b) Leaves requested due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and the reason therefore.

(c) All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work.

(d) If an employee falsifies a request for a leave of absence, the employee will be terminated from his/her job, without recourse.

(e) Failure to return to work on the exact date scheduled shall be cause for termination at the discretion of the Board, unless the employee furnishes evidence to the Board that there is proper justification for extension.

(f) Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the Board. Acceptance of employment or working for another employer while on leave of absence shall result in immediate and complete loss of employment with the Board, without recourse.

(g) No employee shall return to work prior to the expiration of his/her leave unless otherwise agreed to by the employer.
(h) No employee shall accumulate seniority during an approved, unpaid leave of absence, except as herein specified in this Agreement.
(i) Upon return of an employee from a leave of absence, he/she shall be employed at work generally similar to that which he/she did last and at the prevailing rate of pay for that job, or where his/her seniority would allow him/her to be placed.
(j) Any employee on leave of absence for any reason, including but not limited to illness, who does not return to work at the conclusion of such leave, shall cease to be an employee and his/her seniority shall automatically be terminated.

Section 2 - SICK LEAVE

(a) If any employee is ill and does not have sufficient sick day credits to cover an absence from normal job functions due to illness, he/she may apply in writing for an unpaid leave of absence for up to a thirty (30) day period renewable for good cause shown by the employee but not renewable for longer than twelve (12) months from the first date of illness. If the employee is unable to return from his/her leave of absence within twelve (12) months of being placed on the leave, the employee shall be given first rehire rights to any job opening that occurs in their job classification with restoration of full seniority rights if they return to work during the next six (6) months.
(b) The employer reserves the right before granting or renewing a leave of absence for illness to require authorization in writing from a doctor of such illness. Employees on a sick leave of absence shall accumulate seniority while on sick leave of absence up to twelve (12) months provided, however, that the employer will only be obligated to continue paying benefits for an employee on sick leave until the end of the month in which the employee has exhausted sick days and has been placed on an unpaid sick leave.
(c) Employees absent from work due to claimed illness or otherwise shall inform the Board of such absence by telephone two (2) hours prior to their starting time of practical.
(d) An employee who is to be absent due to claimed illness must indicate the duration of such absence and must report his/her daily status unless specifically excused from reporting. Notice to designated person must be given at the earliest opportunity but not later than two (2) hours before commencement of work unless there are extraordinary circumstances. The hours provision may be shortened by practice in a particular employee group to provide sufficient coverage opportunity.
(e) Maternity leave shall be treated at any medical illness leave of absence.
(f) A custodian/maintenance employee who has a perfect attendance record in the previous school year will be granted two (2) personal vacation days off from work with pay. This day shall be scheduled in advance with a minimum of two (2) weeks' notice with the immediate supervisor and shall be consistent with operational needs. These incentive days shall not accrue nor be carried over from one year to the next.
    1. Perfect attendance shall be defined as a custodial/maintenance employee who has not missed any scheduled work days (excused or unexcused) except personal business days, vacation days, jury duty, or funeral leave.

Section 3 - EDUCATIONAL LEAVE

An unpaid leave of absence may be granted to the conditions herein set forth in this Article for educational purposes provided that the course of study will be such as to assist the employee in

developing additional skills, which can be used in the course of such employers, employment with the Board.

Section 4 - MILITARY LEAVE

(a) Any employee on the seniority list inducted into the Armed Forces of the United States within the meaning of the Selective Service Act of 1967, herein called the Act, or a similar federal law in the time of National Emergency, who, within the meaning of the Act, satisfactorily completes his/her period of service, shall upon termination of such service and consistent with such Act, be reemployed in the line with his/her seniority, at the then current rate for such work, provided he/she has been honorably discharged or released for medical reasons from such service, is physically able, in the opinion of the Board's Doctor, to perform the work within ninety (90) calendar days of the date he/she is discharged or otherwise separated from such service in the Armed Forces of the United States; provided further that it is not the intent of the parties hereto to require that the Board provide any right or assume any duties or obligations, monetary or otherwise, other than those rights, duties and obligations specifically set forth in applicable federal law.

(b) Whenever an employee who is a member of a Military Reserve Unit is called to active duty during his/her work year, he/she shall be paid the difference between his/her regular salary and the allowance excluding expenses of mileage and meals of the Sate of Michigan or other governmental authority for such active service, if such difference be less than he/she would receive for a comparable time worked for the Board of Education. Before such payment shall be made the employee shall file with the Superintendent or his/her designee a letter from his/her Commanding Officer stating the period of active duty and the allowance by the State of Michigan or other governmental authority for such service.

ARTICLE XXVI
WORK SCHEDULES

Section 1 - SCHOOL YEAR

(a) All employees shall work eight (8) hours per day, five (5) days per week Monday through Friday. The employee will be scheduled to be at work eight and one-half (8 ½) hours per day with an unpaid one-half (1/2) hour off for lunch.

SUMMER SCHEDULE

(a) When second shift work is necessary, the employer shall seek employees by building seniority to work. All other employees shall work eight (8) hours per day, five (5) days per week Monday through Friday, from 6:00 am – 2:30 pm with an unpaid one-half (1/2) hour off for lunch provided that the yard person will work the following schedule 7:30 am – 4:00 pm with an unpaid one-half (1/2) hour off for lunch. Schedules subject to change based on mutual agreement.

(b) It is recognized and understood that deviations from the foregoing schedules of work may be necessary and may unavoidably result from several causes, such as but not limited to rotation of shifts, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee request, temporary shortage of personnel and emergencies provided that the employer agrees to provide twenty-four (24) hours advance notice of any schedule shift change except in cases of an emergency situation. No such deviations shall be considered a violation of this contract.

(c) There will be no regular workday or regular workweek for substitute or temporary employees.
(d) The statements in this Article shall not be construed as a guarantee of a specific number of hours of work per day or week.
(e) According to Board Policy 6700, Non-exempt employees who work more than forty (40) hours in a given work week will receive overtime pay in accordance with the FLSA for all hours worked in excess of forty (40). However The United States Department of Labor states that agencies may arrange for their employees to earn comp time instead of cash payment for overtime hours. Any comp time arrangement must be established pursuant to the applicable provisions of a collective bargaining agreement between the Board of Education and the Union. To that end, all maintenance personnel will be allowed to earn and accumulate comp time in place of receiving overtime pay. Comp time earned must be reported to the Payroll and Benefits Coordinator by the following business day.

Section 2 - OVERTIME

(a) Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.
(b) For the purpose of computing overtime wages, all time worked exceeding forty (40) hours within one week shall be paid at one and one-half (1 ½) the regular hourly wage.
(c) Any such overtime worked shall be authorized by the Superintendent or his/her designee prior to performing any work at the overtime rate.
(d) For the purpose of computing weekly overtime only, hours worked will include all paid whole or part days, which an employee receives.

Section 3 - DISTRIBUTION OF OVERTIME

(a) The parties hereto agree that overtime work will be equalized to the fullest extent possible amongst the full time bargaining unit employees. To achieve this all full time employees in the bargaining unit shall have their names placed on an overtime list by seniority with probationary employees not being eligible to participate in working overtime until they have concluded their probationary period. The parties agree that the first time through the list overtime hours will be offered to full time employees by seniority, as an illustrative example, the first opportunity to the most senior employee; the second opportunity to the next most senior employee and so on down the list thereafter.
(b) After every full time employee has worked overtime or been given the opportunity to work overtime, the parties agree overtime will be offered to the employees on the list as follows; The full time employee who has the least overtime will be first offered the opportunity to work the overtime and each time thereafter the employee with the least overtime will be first offered the opportunity to work overtime. In the event an employee refuses to work or is not available to work the overtime activity, the employee will be charged the hours of overtime activity as if the employee has worked the activity. Not available to work is defined as on leave, absent for illness or injury, vacation or any other circumstance that prevents the worker from working their normal work schedule. The parties agree all new full time bargaining unit employees having completed their probationary period shall be placed at the bottom of the overtime list and charged with hours of the employee on the list having worked the most overtime at the time that new employee was placed on the list.

(c) It is further agreed by the parties that in the event the School Board or its designee has requested of every employee on the overtime list to work overtime and all the employees have refused, the School Board or designee will have the right to require the least senior employee within the bargaining unit to work the overtime activity.

(d) The Board agrees to post the overtime on a weekly basis on bulletin boards in each of its school buildings. Overtime shall be equalized on a fair and equitable basis; overtime shall be recorded and shown as overtime paid or overtime offered and refused rather than actual overtime hours worked.

Section 4 - PREMIUM PAY

(a) Employees required to work on Sunday shall receive double time (2) pay for all hours worked.

Section 5 - PAID FOR TIME – WORK BREAKS

(a) For employees regularly paid by the hour in the Custodian classifications covered by this Agreement there shall be one (1) fifteen (15) minute paid rest break per each four (4) hours worked. Such breaks shall be as near the middle of the first half and send half of the employees shift as possible.

(b) For employees in classifications covered by this Agreement there shall be an unpaid lunch period of one-half (1/2) hours for the morning shift and an unpaid lunch period of up to one-half (1/2) hour for all employees whose regular schedule normally extends beyond 6:00 p.m. The lunch period shall be scheduled by the School Board as close to the middle of the shift as possible.

(c) The relief periods shall be taken at a time and in a manner that does no interfere with the efficiency of the work unity as determined by the immediate Supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken.

(d) Failure to take a relief period shall not result in a lengthening of the lunch period or a shortening of the regular working day as scheduled unless specifically arranged with the immediate Supervisor to cover unusual occasions.

Section 6 - REPORTING TIME

(a) Employees shall report at the specified starting time of their shift and not leave, without permission, except in an emergency situation, until their specified quitting time of their shift excluding unpaid lunch periods.

(b) Employees who must leave the premises at any time for an reason shall inform their Supervisor of the reason for leaving, destination, estimated return time, and secure such Supervisor's permission prior to leaving, with the exception of unpaid lunch period.

(c) For all employees that work shall be broken down into ten (10) 6-minute segments. An employee shall be noted as late for work if he/she does not report ready for work at his/her workstation at his starting. If an employee reports for work late, six (6) minutes or more after starting time, he/she shall be docked in major segments of 1/10 of an hour for each six (6) minutes that the employee is late.

(d) If an employee is more than thirty (30) minutes tardy without notifying his/her Supervisor, his/her Supervisor may send him/her home for the balance of that working day, in which

event he/she shall not receive any pay for that day. Continued tardiness may result in the dismissal of the employee.

(e) Employees will be required to notify their immediate Supervisor when they are going to be absent. The immediate Supervisor or his/her designee must be notified the night before if possible or in the case of emergency one (1) hours before their regular starting time if possible. Such notification shall not constitute proof of the validity of the absence.

Section 7 - SUBSTITUTE EMPLOYEE

(a) In the event the Board is unable to obtain a laid off custodial employee or substitute employee to cover the absent regular full time custodial employee's position, the remaining employees in that building will be required to work an additional two and one-half (2 ½) hours at time and one-half (1 ½) and perform the basic work of the absent employee to assure the cleanliness of the building. The basic work consists of emptying wastebaskets and sweeping the rooms and hallways, mopping and disinfecting the cafeteria, bathroom, and showers.

ARTICLE XXVII
PAID SICK DAY ACCRUAL

(a) Each full time employee or a full time employee whose status has been reduced to regular part time shall receive credit for eleven (11) days sick leave per year. Employees may accumulate unused leave days without limit. Each full time employee or a full time employee whose status has been reduced to regular part time is entitled to four (4) paid day's personal leave yearly with unused days accumulating as sick leave.

(b) Full time employees whose status has been reduced to regular part time shall be paid on a prorate basis for each sick day. The prorate basis will equal the number of hours the employee is regularly scheduled to work.

(c) In the event of a death in the employee's immediate family which is defined as the employee's spouse, children, mother or father or equivalent, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren or any relative living in the employee's home, employees shall be permitted to use up to five (5) of the employee's unused sick days as a paid bereavement leave.

(d) Employees shall be eligible to receive paid accrued sick days during a period of layoff if unable to work due to illness when called to work by the Board.

(e) Each full time employee will be receive (1) one personal business day, to be used on a day of non-student attendance.

ARTICLE XXVIII
INSURANCE

Description	PAK A		PAK B
Major Medical	IN Deductible	$500/$1,000	**Not included in benefit package**
	OON Deductible	$1,000/$2,000	
	OV/UC/ER Copay	$10/$25/$50	
	RX Drug Copay	Saver RX	
Dental	Class I Class II Class III	80% 80% 80%	Same as PAK A
	Annual Max	$1,300	
	Riders Included	2 Cleanings	
Vision	VSP 3 Gold		Same as PAK A
Life Insurance		$45,000	Same as PAK A
AD&D		$45,000	Same as PAK A
Dependent Life Insurance		$5,000	$2,000
LTD		66 2/3% Max $4,000	Same as PAK A
	Waiting Period	90 Days	

Cash in Lieu of Insurance (Current Employees)	• PAK B - $500 per month
~~Cash in Lieu of Insurance (New Employees after July 1, 2014)~~	~~• PAK B – Single/$275 per month~~ ~~• PAK B – Double/$375 per month~~ ~~• PAK B – Family/$500 per month~~

ARTICLE XXIX
HOLIDAYS PAID

Current Employees ~~Hired Prior to July 1, 2014~~	~~Employees Hired After July 1, 2014~~
New Year's Day	~~New Year's Day~~
Good Friday	~~Good Friday~~
Memorial Day	~~Memorial Day~~
Independence Day	~~Independence Day~~
Friday before Labor Day	~~Labor Day~~
Labor Day	~~Thanksgiving Day~~
Fall Break (1)	~~Day after Thanksgiving~~
Thanksgiving Day	~~Day before Christmas~~
Day after Thanksgiving	~~Christmas Day~~
Day before Christmas	
Christmas Day	
Day before New Year's Day	
Mid-Winter Break (1)	

(b) All regular full/part time employees or a full time employee whose status has been reduced to regular part time will only celebrate and be paid for the President's Birthday holiday if the school is closed and celebrating President's Birthday as a holiday. If any of the above holidays noted in (a) conflict with school being open or closed, the union and the administration will meet to schedule/determine an alternative.

(c) To be eligible for holiday pay, an employee must:

1. Work full time or be a full time employee whose status has been reduced to regular part time, and have attained seniority on the date the holiday occurs.
2. Worked in full or as scheduled the Board's regularly scheduled straight-time work day prior to and the Board's regularly scheduled straight-time workday subsequent to the holiday.
3. Be otherwise scheduled to work on such day if it had not been observed as a holiday.
4. An employee on a paid sick leave will receive pay for the holiday and it will not be charged against said employee's sick days.
5. An employee on a paid leave will receive holiday pay providing it occurs during a leave period.

(d) In the event that an employee is called into work to perform emergency services on any of the above named holidays, said employee shall be obligated to work, and shall receive his/her holiday pay plus time and one-half (1 ½) for all hours worked.

(e) Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore set forth, shall be compensated for such holiday based on either (8) hours pay at the straight time hourly rate, including shift premium to those employees receiving shift premium. Full time employees whose status has been reduced to regular part time shall be compensated for such holiday with 80% of hours available worked of said holiday. For example, there would be thirty-two (32) hours available in a holiday week. A part time employee would need to work 25.6 hours of an eight (8) hour holiday (80% of available hours). Any employee working less than 80% of hours available during a week of said holiday shall be paid the regular hours worked.

(f) When an employee agrees to work on one of the hereinbefore designated holidays or the day observed in lieu thereof, if any, and does not work as agreed, he/she shall not receive the pay for such holiday except in case of an unforeseen circumstance.

(g) Employees scheduled to work on one of the hereinbefore-designated holidays, or the day observed in lieu thereof, if any, who do not work shall not receive holiday pay except in case of an unforeseen circumstance.

ARTICLE XXX
VACATION PAY

(a) An employee must be employed six (6) months before he/she is eligible for vacation with pay.
(b) The employer shall grant paid vacations in accordance with the following schedule:

Years of Service	Vacation Allocation
6 months, but less than 2 years	1 Week
2 years, but less than 5 years	2 Weeks
5 years, but less than 7 years	2.5 Weeks
7 years, but less than 10 years	3 Weeks
10 years or more	4 Weeks

(c) After completing six (6) months of service, but having less than one (1) year of service, an employee is entitled to one (1) week of paid vacation. After completing (1) year of service, but having less than two (2) years of service, an employee is entitled to another one (1) week of paid vacation.
(d) The employee must arrange his/her plans for vacation with their Supervisor based on the following timeline:

Length of Vacation	Advance Notice Required
1-day	At least 2 days
2-days	At least 3 days
3-days	At least 4 days
4-days	At least 5 days
1-week	At least 1 week
2 or more weeks	At least 2 weeks

(e) Vacation does not accrue until June 30 of each year.
(f) An employee may carry over one week of his/her unused vacation to the next following year. Unused vacation not carried over will be paid off at the current rate as of June 30th each year starting June 30, 2000. An employee may select vacation time with due regard to and consistent with the efficient operation of the school district. The School Board reserves the right to grant or deny employee vacation requests for paid vacation time off, however, employee vacation requests will not be unreasonably denied.
(g) The vacation eligibility of an employee shall be determined as of June 30, each calendar year at which time the employee's vacation entitlement for that year accrues and becomes vested.
(h) Employees shall be entitled to take time off of: 1 week for paid vacation of 30 hours: 2 weeks for a paid vacation of 80 hours: 3 weeks for a paid vacation of 120 hours: 4 weeks for a paid vacation of 160 hours. Full time employees whose status has been reduced to regular part time shall receive in vacation pay for each week of vacation entitlement the number of hours they are regularly scheduled to work each week.
(i) Time off for vacation purposes shall be compulsory. Time off for vacation purposes shall be mutually agreed between the School Board and the involved employee. However, first

preference for time off for vacation purposes shall be granted to employees based on seniority. Final allotment of vacation periods shall be reserved exclusively to the Board.

(j) Vacation pay once accumulated at the of an employee's eligibility year shall not be forfeited. An employee shall be paid when he/she takes his/her vacation. An employee will receive prorated vacation pay in the event the employee retires, passes away or quits, provided the employee who quit provides the School Board with two (2) weeks notice of his/her intention to quit. The prorated vacation entitlement will be determined to the month preceding the month the employee passes away, retires or quits providing proper notice.

(k) The employees' vacation pay shall be computed on the bases of the employees then prevailing regular straight-time hourly wage rate including shift premium to those employees receiving shift premium.

(l) All vacations shall be schedule by the Board with consideration for the seniority and desires of the employee concerned, consistent with efficient operations.

(m) Vacation pay shall be re-issued in the normal payroll schedule as is current practice.

(n) The Board shall have no obligation to permit an employee to tie a vacation to a leave of absence of other time off.

ARTICLE XXXI
INCLEMENT WEATHER

(a) All custodial members will have 24 inclement weather hours per fiscal year.

(b) No School/2 Hour Delay: All first shift custodial employees will have at least a 2-hour delay to report to work. Upon arrival to work, employees shall work their regular scheduled shift, drawing any unearned working hours against any unused inclement weather hours. Second shift workers will have the same option, or will be allowed to come in early, if possible, as long as it will not interfere with any scheduled activities. The Supervisor will notify all employees or a call in list will be implemented.

(c) State Emergency / Superintendents State of Emergency: No one shall report to work, drawing a full days pay from any unused inclement weather hours earned. The Supervisor will call all employees or a calling list will be implemented.

ARTICLE XXXII
PHYSICAL EXAMS

The employer agrees that any physicals or immunization that employees covered under this Agreement are required by law or Board policy to obtain and said medical procedures that are not covered under the employees medical coverage, shall be paid for by the school district.

ARTICLE XXXIII
JURY DUTY

(a) Any employee who is called to and reports for jury duty shall be paid by the Board for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Board and does not work, an amount equal to the difference between (1) the employee's regular straight-time hourly rate, exclusive of shift and any other premiums for the numbers of hours up to eight (8) that he/she otherwise would have been

scheduled to work and (2) the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses).

(b) In order to receive payment under this section an employee must give the Board adequate prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this section are not applicable to any employee who, without being summoned, volunteers for jury duty.

(c) During the period when an employee is performing required jury duty service or is required to serve as a witness as a result of being served with a subpoena except in any action initiated by the employee or employee group, the Board will pay the difference, if any, between his/her fees for jury duty or witness service and the pay he/she would have received had he/she worked his/her scheduled shifts during his/her period of jury duty or witness service, provided that the employee gives the Board prompt notice of his/her call for jury duty or witness service and thereafter, provides evidence of his/her performance of jury duty or provides evidence of the payment he/she received for it.

ARTICLE XXXIV
EMPLOYEE RESIGNATION

(a) All employees shall provide written notice of their effective date of resignation fourteen (14) days prior to the termination of employment. Resignations shall be submitted to their immediate Supervisor.

(b) All resignations shall be filed on forms provided by the district.

(c) Any employee who resigns and provides the School Board with two (2) weeks advance notice of his/her intention to resign will receive prorate vacation pay as provided in Article XXX Section F.

ARTICLE XXXV
WAIVER

(a) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

(b) Therefore, the employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge of contemplation of either or both parties at the time they negotiated or signed this Agreement.

(c) The waiver of any breach or condition of this Agreement shall be in the writing and executed by both parties and shall not constitute a precedent in the future enforcement of the terms and conditions herein.

ARTICLE XXXVI
SAVINGS AND SEPARABILITY

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, Michigan Employment Relations Commission (MERC) or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement, and the parties may enter into collective bargaining.

ARTICLE XXXVII
COURT OR ADMINISTRATIVE COMPLIANCE

(a) Should a courts or administrative tribunal of competent jurisdiction order, or request through its settlement procedures, that the Board take certain affirmative action to achieve compliance with the orders of, or settlements with, such appropriate tribunal, the Board shall be permitted to invoke such changes without regard to the seniority provisions of this Agreement, and with out resort to the grievance procedure by the Union or any bargaining unit member.

(b) This Agreement shall be effective on and after July 1, 2017 on wages, hour and working conditions shall continue in full force and through midnight June 30, 2020, when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days prior to June 30, 2017. In any event, this Agreement shall not be extended beyond except by written consent of the parties.

(c) This Agreement shall commence July 1, 2017 and shall continue in full force and effect through the 30th of June, 2020 after which is shall continue in full force and effect from year to year thereafter unless written notice is given by one party to the other, not less than thirty (30) nor more than sixty (60) days prior to any expiration date, that a party desires to renegotiate this Agreement.

SCHEDULE A
WAGES

A. Inasmuch that the fiscal stability of the District is in the best interests of all employee groups, it is also recognized that all employees must be recognized as partners in the shared efforts to maintain adequate resources. As such, the following compensation agreement shall remain in effect for the duration of this agreement.

B. Continuing with the 2023-2024 school year and for the duration of the existing employment agreement, compensation for the members of the Union will be based upon the six-step hourly wage schedule that is shown in Table A with annual adjustments to the base and corresponding steps calculated on the basis of the district's general fund balance as determined by the official financial audit for the previous school year as shown in Table B.

Table A

WAGE SCALE								
	Year	New Hire	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodian	2022-2023	$15.37	$15.69	$16.34	$17.02	$17.48	$17.95	$18.37
Custodian – 2nd shift	2022-2023	$15.91	$16.23	$16.89	$17.56	$18.02	$18.48	$18.90
Maintenance	2022-2023	$16.40	$16.71	$17.37	$18.05	$18.50	$18.97	$19.39

A fifty ($.50) cent per hour wage differential shall be paid (added to the scale shown above) to all second shift employees for their entire second shift they work irrespective of when their second shift begins. The wage differential is in lieu of a paid lunch for said employee. During the summer vacation months when all employees work the first shift this provision will not be applicable. Third shift differential shall be paid at one ($1.00) dollar per hour for hours worked after 12:00 a.m.

Continuing with the 2020-2021 school year and for the duration of the existing employment contract, a wage differential for maintenance employees is applied. The maintenance scale wage shall consist of a forty-five ($.45) per hour differential above the hourly/step wage given to second shift custodians.

Table B

Audited General Fund Balance	Compensation Formula
General Fund Balance less than 10%	Freeze in Salary and No Step Increase
General Fund Balance equal to 10%	Step Increase
General Fund Balance equal to or greater than 11%	0.75% (0.0075) increase to the base
General Fund Balance equal to or greater than 12%	An additional 0.75% (0.0075) increase to the base (cumulative gain of 1.5% (0.015%) to the base

A. Longevity is calculated based on total years worked in the district in the maintenance and custodial group. Longevity may not be added from years of service in other groups.

10 years	.61
15 years	.73
20 years	.84
25 years	.97

Montrose Community Schools

School Board Action Item

ITEM:
Consider Approval of Central Office Personnel Contract Agreement

BACKGROUND:
The District and the Central Office Personnel have successfully negotiated a new Master Agreement through 2023-2026 (see attached summary).

RECOMMENDATION:
The Montrose Schools Board of Education approves the 2023-2026 Master Agreement with the Central Office Personnel as presented.

ARTICLE XXXVIII
TERMS OF AGREEMENT

This Agreement shall be effective **July 1, 2023** and shall remain in full force and effect, without change, additions, or amendments through **June 30, 2026**. This Agreement shall be renewed from year to year thereafter, provided that either party hereto may reopen the Agreement for changes or amendments or may terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to June 30, 2023.

Montrose Community Schools Board of Education	Montrose Custodial-Maintenance Employees

Maintenance/ Custodial