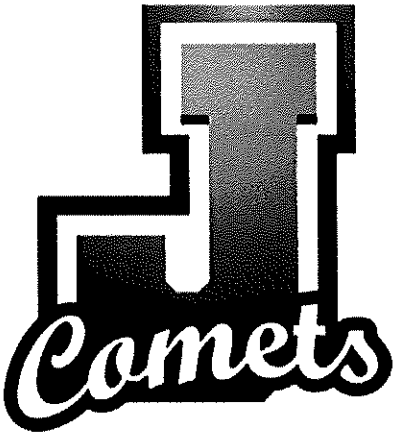


AGREEMENT

between

JONESVILLE COMMUNITY SCHOOLS

and the

CUSTODIAL & MAINTENANCE ASSOCIATION

JULY 1, 2024 – JUNE 30, 2027

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CONTRACT AGREEMENT

Agreement entered into this first day of July, 2024 between Jonesville Community Schools and the custodial and maintenance association.
Note: The headings in this Agreement neither add to nor subtract from the meaning, but, are for reference only.

Purpose and Intent: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the employees. The School Board has no legal right to relinquish its statutory authority, nor to submit it to any other organization not elected by the people of the Jonesville Community School District. Within these bounds, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between all parties.

ARTICLE I
Recognition

A. **Classification:** The term "employee" as used herein shall include the custodial and maintenance employees.

B. **Hiring:** Employees will be hired, and there will be no discrimination in upgrading, demoting or transferring because of race, creed, color, national origin, sex, political party, union affiliation, age or marital status.

C. **Temporary Employees:** Employees hired for short term, for specific jobs to do work not primarily or normally being done by members of this bargaining unit, with no intention on the part of either party of continuing employment beyond the designated term of completions of the job (at the most ninety (90) days) shall not come under this contract in any respect to rates of pay, hours of work, or any other conditions of employment.

D. Employees of the Employer not covered by the terms of this Contract Agreement may temporarily perform work covered by this Agreement only for the purpose of instruction, training, experimentation or in case of emergency or necessity.

E. The right of contracting is vested in the Employer, however, contractual work should not be used for the purpose of discrimination against employees.

ARTICLE II
Discipline and or Discharge

A. Employees shall be subject to immediate dismissal for any of the following reasons: drunkenness, dishonesty, insubordination or willful neglect or violation of written Board policy or any moral charge.

B. The discharged employee will be allowed to discuss his discharge with an association member and the Employer will make available an area where this may be done before the employee is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge with the employee.

C. Should the discharged employee consider the discharge to be improper, a complaint shall be presented in writing, to the Employer within two (2) regularly scheduled work days of the discharge.

D. The Employer will review the discharge and give his answer within three (3) regularly scheduled work days. If the decision is not satisfactory to the employee, the matter shall be referred to the grievance procedure and at Step Two.

E. Progressive steps of discipline will be followed for minor infractions.

ARTICLE III
Association Rights

A. Seniority shall continue to accumulate for an employee who is transferred temporarily to a supervisory position.

B. Employees shall be regarded as probationary employees for the first ninety (90) days of active employment. Laid off or discharged probationary employees shall not have recourse to the terms of this Agreement.

C. Probationary employees completing their probationary period and employees transferring into the bargaining unit shall acquire seniority from the date of completion of transfer or probation.

D. Employees shall be laid off, recalled or demoted according to their effectiveness and then seniority in their classification. An employee on scheduled lay off shall have the right to displace a lesser senior employee who is on a classification previously held by the employee.

E. An employee will lose his seniority for the following reasons:
   1. He/She resigns.
   2. He/She is discharged for cause.
   3. He/She is absent without notifying the employer without a good and sufficient reason.

ARTICLE IV
New Jobs

The Employer shall have the right to establish, evaluate, change, and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification the Employer has the right to develop and establish such new or revised job description, specification and classification, rates of pay and to place them into effect. Whenever new buildings or jobs are made operational, the Employer shall establish the job description.

ARTICLE V
Notification Procedure

A. Notice of all vacancies and newly created positions shall be emailed to all employees and the employees shall be given five (5) days in which to make application to fill the vacancy or new position. The senior employee with the most effective evaluation making application shall be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: 1) type of work, 2) place of work, 3) starting date, 4) rate of pay, 5) hours to be worked, 6) classification.

B. Any employee temporarily transferred shall be paid either the rate of pay of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.

C. Temporary transfers shall be for a period of no longer than sixty (60) days. Extensions may be given by mutual agreement.

D. Any position that requires more than sixty (60) days of temporary transfer (except extensions by agreement) shall be considered an open position and shall be posted.

E. An agreed to seniority list shall be made available to each employee covered by this Agreement on or about October 1 of each year, such list shall contain date of hire, employee's location and classification. Seniority in classification is based upon satisfactory completion of probationary period of employment or transfer

F. Seniority shall not apply to employees who are employed for the winter and summer vacation periods. Further, it is understood that in the event a vacancy arises prior to or during such periods and any of the employees fill the vacancy, their probationary period shall commence as of their date of employment.

ARTICLE VI
Grievance Procedure

A grievance shall be a direct or an alleged violation of the expressed terms of this Agreement.

Step One

A. An employee having a grievance shall present it orally to their supervisor within twenty four (24) hours of the occurrence of the alleged violation of the contract.

B. If the grievance is not settled orally, the employee, within twenty four (24) hours of the above mentioned meeting, may begin the formal written grievance procedure which follows:

Step Two

A. The grievant shall reduce the grievance to writing on the accepted grievance form and indicate the alleged contract violation and the remedy desired.

B. The aggrieved employee shall sign the grievance.

C. The grievance shall be submitted to the building principal within five (5) working days from the date of Step One A above.

Step Three

A. The building principal shall give his/her decision, in writing relative to the grievance within ten (10) work days of his receipt of the written grievance.

B. If the decision of the building principal is not appealed within five (5) work days of his/her decision, the decision shall be considered settlement of the grievance.

Step Four

A. Any appeal of a decision rendered by the building principal after the receipt of the principal's disposition shall be presented to the Superintendent of Schools within five (5) work days and the Superintendent shall meet with the Association representative about the grievance at a mutually convenient time. The appeal shall be in writing, stating the reason or reasons why the decision of the building principal was not satisfactory.

B. The superintendent shall give his/her decision in writing relative to the grievance within ten (10) days of his meeting with the Association representative about the grievance.

Step Five

A. Within five (5) working days after the receipt of the Superintendent's disposition, if the Association so requests the Board or its representative will meet further with the Association to consider fairly and in good faith any other methods of settlement which might mutually be agreed upon.

B. The procedure herein provided shall not prohibit the Association or the Employer from recourse to normal mediation provided by Michigan State Law.

ARTICLE VII
Hours and Work Week

A. The work week starts at 12:01 a.m. Monday through 12:00 midnight Friday, eight (8) hours per day, five (5) days per week shall constitute a forty (40) hour work week.

B. Time and one half (1 ½) is the overtime rate for all hours in excess of eight (8) hours per day, and for all hours worked in excess of forty (40) hours in the employee's work week. All work performed on Sunday shall be two (2) times the base rate. All work performed on a Sunday Holiday will be paid three (3) times the base rate.

C. Training sessions of two (2) hours a day, not to exceed two (2) monthly during the duration of their agreement, may be scheduled with pay at the regular rate.

D. The Employer shall not make a daily practice of requiring overtime work. In general, overtime will be required only whenever necessary or in cases of emergency. Overtime shall be paid for only when an employee is authorized by the building principal or Superintendent of Schools.

E. Whenever overtime is required it shall be rotated whenever reasonably possible among the custodial employees within the district and according to classification, so that overtime may be equitably shared among the qualified employees.

F. Whenever an employee is required to return to work after the completion of his regularly scheduled working hours (except in case of emergency) he shall receive pay for the actual time worked at the rate of time and one half (1½) his regular rate, or a minimum of three (3) hours pay at his straight time hourly rate, whichever is greater. With the exception of any emergency call back, which would be at the rate of time and one half (1½), or two and one half (2½) hours pay at his straight time hourly rate, whichever is greater.

G. Employees will be required to report to work at their regular time unless notified otherwise by the Superintendent who will determine if it is too dangerous for custodians to travel to work. Vacation days will be allowed to be used as Act of God Days.

ARTICLE VIII
Shift Differential

A. A twenty cents per hour ($0.20) premium shall be paid to employees covered by this Agreement who are regularly scheduled four or more hours of work daily between the hours of 3:00 p.m. and 12:00 midnight.

B. A twenty cents ($0.20) per hour premium for the next three years shall be paid to employees regularly scheduled for two or more hours daily between 12:00 midnight and 8:00 a.m.

ARTICLE IX
Salary Schedule

A. All new employees are on a probationary status for the first ninety (90) days of employment.

B. Rates effective July 1, 2024 through June 30, 2027.

CUSTODIAL

	2024 – 2025	2025-2026	2026-2027
STEP 1	$15.27	$15.42	$15.58
STEP 2	$15.68	$15.84	$16.00
STEP 3	$16.20	$16.36	$16.53
STEP 4	$17.02	$17.19	$17.36
STEP 5	$17.56	$17.74	$17.91
STEP 6	$18.32	$18.50	$18.69
STEP 7	$19.09	$19.28	$19.47

ARTICLE X
FRINGE

A. Health Benefits: The district will pay the state cap amount for the health insurance. Dental, vision and life insurance expenses will also be covered by the district

B. **Uniform Allowance:** Each employee covered by this Agreement shall be reimbursed an annual uniform allowance of $250.00. This amount will be paid in July of each year. The Uniform Allowance will not require a receipt to be submitted to the bookkeeper. Part-time employees shall receive the full prorated portion of this allowance. Employees who separate employment prior to the anniversary date of receipt of this uniform allowance will be deducted the full prorated portion of this annual uniform allowance from salary due. Employees hired after July 1 shall receive the remaining annual proration for the uniform allowance based on 1/12 for each month remaining in the contract year to be received with the first payroll check after successful completion of the probationary period. Employees shall be responsible for the laundering of their uniforms. The color and style of the uniforms will be mutually agreed upon by the supervisor and employees. Shoes are considered part of the uniform.

C. The Employer shall pay a percentage of wages to the Michigan School Employees Retirement System.

D. Employees opting to not receive a contribution towards insurance will receive $400 per month cash-in-lieu of that insurance.

ARTICLE XI
Leaves and Sick Leave

A. Sick days shall accumulate to ninety (90) days at the rate of twelve (12) days per year. Sick days will be added to the employee's bank at the rate of one day per month, at the beginning of each month.

B. An employee who has exhausted all accumulated sick leave days and is unable to work because of personal illness or disability shall be granted a leave of absence without pay for the duration of the illness or disability up to one (1) year. The employee may be required to provide a physician's statement indicating the inability to return to work. A physician's statement verifying that the employee is capable of returning to work may be required. Such leaves of absence shall not affect the employee's accrued vacation or seniority rights, except that sick leave, vacation time and seniority rights will not accrue during such leave of absence. After thirty (30) days of the leave the employee may elect to continue the current insurance package or any portion at their own expense, if allowed by the insurance carrier.

C. Leave of absence for a period of one (1) month without pay for reasons other than medical and sick leave may be granted by mutual agreement of Employer and employee. All requests for leaves of absence must be in writing, signed by the Employer and employee. Sick leave shall not accrue during the leave of absence.

D. When an employee must schedule an appointment before or after the beginning or end of their work shift, they shall be allowed to come in or leave early up to thirty (30) minutes and make up the time at the beginning or end of their shift. The employee shall make the appropriate arrangements with their immediate supervisor.

E. When requesting three (3) days of consecutive sick leave, a physician's statement will be required.

F. Funeral Leave
   1. Up to five (5) days of leave with pay will be granted for death in the immediate family (husband, wife, children) three (3) days with pay for mother, father, mother-in-law, father-in-law, two (2) days with pay for brother, sister, grandparents and grandchildren, one (1) day with pay for the death of an uncle, aunt, niece, nephew, brother-in-law and sister-in-law.
   2. Additional days may be granted by mutual agreement of Employer and employee.
      a) These days to be subtracted from accumulated sick leave or vacation time at employee's option.

G. Employees shall accumulate sick leave at the rate of twelve (12) days per year, except that no employee shall accumulate sick leave during an approved leave of absence, nor when collecting sick leave, if that time amounts to more than five (5) days in succession. A sick day is comparable to a work day of the employee. If there is a question about a claim for sick leave, a statement from the Health Department or a physician's statement shall be required.

H. Three (3) days a year may be used for personal business. The purpose of this leave would be to relieve the employee of a financial hardship in situations over which they have no control. Personal business means an activity that requires the employee's presence during the work day and of such nature that it cannot be attended to at another time. Applications for such business leave must be submitted in writing in advance at least one (1) week (except in an emergency a shorter notice may be acceptable). Personal business days shall not be granted prior to or the day following a vacation or holiday. Unused days may be accumulated as sick leave days each year.

I. **Retirement/Severance Pay:** Employees retiring or severing employment and having qualified for payments under the Michigan School Employees Retirement System or the Federal Social Security System shall be reimbursed at $20.00 per day for unused accumulated sick leave days. This benefit is only available to employees that have been in the employ of the district for fifteen (15) or more years.

ARTICLE XII
Jury Duty

Employees requested to appear for jury qualification of service shall receive their pay from the school district for such time lost as a result of such appearance or service, less any compensation received for such jury service, up to a period of sixty (60) days.

ARTICLE XIII

A. As in the past the Employer agrees to cover all employees under Michigan Worker's Compensation.

B. For purposes of computing Worker's Compensation, the employee's sick leave shall be converted into hours at the hourly rate and only the difference between the worker's compensation and the converted sick leave shall be deducted from the employee's accumulated sick leave.

ARTICLE XIV
Vacations

A. Employees upon completion of one (1) year of continuous service shall receive one (1) week vacation with pay, payable in advance of the vacation.

B. Employees who have completed two (2) years of continuous service with the Employer shall receive two (2) weeks vacation with pay, payable in advance of the vacation.

C. Employees who have completed five (5) years of continuous service with the Employer shall receive three (3) weeks vacation with pay, payable in advance of the vacation.

D. Vacation schedules shall be posted in advance so that senior employees can have their choice of vacation, in accordance with their classification.

E. Vacation time does not accrue from one year to the next, except in special cases with agreement of the employee and the Employer.

F. Employees having thirty two (32) days of accumulative sick leave may earn additional vacation days annually according to the following schedule: (Days absent does not include vacation days, but does include personal days used.)

Days Absent During Fiscal Year	No. of Bonus Days of Vacation
0	5
1	4
2	3
3	2
4	1
5	0

G. Employees shall request their bonus vacation days with approval of Administration providing work schedules permit. Furthermore, no employee shall be caused to lose his bonus vacation. Should the employee's services be necessary, the employee may receive pay for bonus days in lieu of vacation.

H. Employees entitled to three (3) weeks of vacation may schedule as many as two (2) weeks of their vacation at any time during the contract year subject to written request and scheduling permitting. Furthermore, no more than one employee in this bargaining unit may schedule their vacation in the same weeks during the school year. Other earned vacation shall be scheduled during the summer months when school is not in session.

ARTICLE XV
Holidays

A. Employees shall receive the following holidays with pay: (even if no work is scheduled)

New Years Day	Friday before Labor Day	Christmas Eve day
Memorial Day	Labor Day	Christmas Day
4th of July	Thanksgiving	December 26th
Good Friday	Day after Thanksgiving	New Years Eve

B. No employee shall be considered eligible for holiday pay until he/she has been in the employ of the Employer ninety (90) or more days.

C. Employees on personal leave of absence, or on sick leave for more than three (3 days, shall not be entitled to holiday pay unless satisfactory proof of illness is presented.

D. If one of the holidays occurs when an employee is on an approved vacation, the employee shall receive an extra day of vacation, either at the end of or the beginning of his approved vacation.

E. In the event an employee is requested to work on any of the above named legal holidays, he/she shall be paid at the rate of double time for all holidays except the Friday following Thanksgiving, December 31 and Good Friday which shall be paid at the rate of time and one half (1/2) the regular rate plus eight (8) hours holiday pay as per the Article, Section A.

F. Rest or refreshment periods or breaks shall not exceed fifteen (15) minutes per each four (4) hour work period and employees shall be confined to the premises during this rest period.

G. When holidays fall on Saturday, the employees will receive the preceding Friday off with pay. If they fall on Sunday, the employees will receive the following Monday off with pay. If Friday or Monday also happens to be a designated holiday, the Superintendent or designee and the Association will meet to determine what day would be appropriate. Such pay shall be straight time rate.

ARTICLE XVI
Rights of Employer - Rights of Employee

A. The employer shall have the right to control and direct its employees, this right shall include, among other things, the right to hire, promote, lay-off, transfer, discipline, discharge, refuse to hire, set work schedules, make work assignments and direct and control its operation provided any decisions of the Employer which are contrary or in violation of this Agreement shall be subject to the grievance procedure. All items of written Board policy not in conflict with the terms of this contract shall remain in full force and effect and shall be binding on the employee.

B. The Employer shall place on or in a conspicuous place in the employees service area for their convenience, notices of the following type only: 1) Notice of recreational and social events 2) Notice of elections 3) Notice of results of elections 4) Notice of meetings.

ARTICLE XVII
NO STRIKE CLAUSE

A. The Association and District recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the District.

B. The District agrees it will not lock out employees during the term of this Agreement. This provision shall not be construed to prohibit the District from sending employees home during a strike by another labor group or by the Association and/or certain of its members in violation of section A.

ARTICLE XVIII
Termination, Change or Amendments

The Agreement shall become effective as of July 1, 2024, and remain in full force and effect until June 30, 2027, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

ARTICLE XIX
Duration of Contract

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on this 12th day of August, 2024.

JONESVILLE COMMUNITY SCHOOLS
BOARD OF EDUCATION

Kayla Lewis, Board President

James Halley, Board Secretary

Erik Weatherwax, Superintendent

CUSTODIAL
AND MAINTENANCE ASSOCIATION