MASTER AGREEMENT

BETWEEN

THE SHEPHERD CUSTODIAL AND MAINTENANCE PERSONNEL ASSOCIATION

and

THE SHEPHERD PUBLIC SCHOOL BOARD OF EDUCATION

This Agreement shall be effective as of July 1, 2025, and shall continue in effect through June 30, 2028.

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ARTICLE 1
AGREEMENT

This Agreement is entered by and between the Shepherd Public Schools Board of Education in Shepherd, Michigan, hereinafter called the "Board", and the Shepherd Custodial and Maintenance Personnel Association, a member of the Michigan Education Association and National Education Association, hereinafter called the "Association."

ARTICLE 2
RECOGNITION

A. The Board recognizes the Association as the sole and exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for the term of this contract for the following personnel: All regular full-time and part-time personnel employed or to be employed by the Board and who are included in the following classifications: Lead - Custodian, Custodians, Maintenance, Skilled Maintenance.

B. All personnel represented by the Association in the above defined bargaining unit shall hereinafter be referred to as "bargaining unit members."

C. The Board agrees not to negotiate with or recognize other than the Association for the duration of this Agreement.

ARTICLE 3
EQUAL EMPLOYMENT OPPORTUNITY

The Board agrees that no bargaining unit member will be discriminated against on the basis of race, sex, creed, color, national origin, age, marital status, or membership in, or association with the activities of the Association, in hiring and firing or any other terms, conditions, and privileges of employment.

ARTICLE 4
JOINT BOARD AND ASSOCIATION MEETINGS

A. Both parties recognize the value of sharing, discussing, and providing opportunities for discussion of common concerns. Therefore, representatives of the Administration and the Association may meet as mutually agreed upon for the purpose of discussing grievances, Board policies and practices with regard to this Agreement. Scheduled meetings may be canceled by mutual consent.

B. If The District requests a meeting during the school day, there shall be no loss of wages for bargaining unit members to attend such meetings.

ARTICLE 5
MAINTENANCE OF STANDARDS

The duties of any bargaining unit member, or the responsibilities of any position within the bargaining unit, shall not be transferred to any third party or to individuals not covered by this Agreement. However, the use of daily or short-term substitutes for periods of 90 days or less shall be permitted and exempt from this restriction.

ARTICLE 6
ASSOCIATION ACTIVITIES

A. Within 30 calendar day*s* of employment, the Association President shall be notified of new bargaining unit members hired, including the member's name, phone number, classification, starting wage-including step placed on, building assignment, and years of relevant work experience given.

B. The Association and its representatives shall have the right to use school buildings and facilities without charge for meetings. Arrangements shall be made in advance with the Director.

C. The Association shall have the right to use school equipment, such as computers, copy machines, telephones, FAX machines, and A.V. equipment, etc., when such equipment is not otherwise in use. Arrangements shall be made in advance with the building principals.

D. The Association shall have the right to post notices of Association business on bulletin boards and in the custodial closet.

E. The Association may use the interschool mail service for communications.

F. The Association shall have the right to distribute Association material to other bargaining unit members so long as such distribution does not interfere with the normal operation of the school.

G. The Association shall have three (3)days annually for use by the Association to conduct Association business. This time may be used in full day or half day blocks. With the approval of the immediate supervisor, this time may be used in hourly increments. These arrangements are to be made by the President of the Association at least 5 working days in advance; any use of Association time must be documented by the Association President in writing to the Superintendent.The Associations shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for their Association release time.

H. The rights granted herein to the Association shall not be granted or extended to any other competing labor organization.

ARTICLE 7
GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

B. The Association shall designate representatives to handle grievances when requested by the grievant. The Board hereby designates department director to act as its representative at Step One as hereinafter described and the superintendent or his designated representative to act at Step Two as hereinafter described.

C. The term "days" as used herein shall mean days in which school is in session. As long as a grievance is filed during the school year and within the duration of this contract, a grievance not settled by the last work day may be extended into the administrative work days of the following week(s) within the time limits specified herein.

Step One

A. An employee having a grievance shall present it orally, within five (5) working days of the alleged violation, to his/her supervisor.

B. The supervisor shall discuss the grievance with the employee.

C. If the grievance is not settled orally, the employee or the supervisor, within one (1) working day, may request a meeting with the Steward to discuss the grievance.

Step Two

A. The member and union representatives must then, within five (5) working days of the oral discussion with the supervisor, submit the grievance in writing to the supervisor, and indicate the alleged contract violation and the remedy desired. The written grievance shall:

1. Be signed by the grievant;
2. Provide a summary of facts giving rise to the grievance;
3. Cite alleged Contract provisions violated;
4. Contain the date of the alleged violation; and
5. Specify the relief requested.

B. The supervisor shall then, within two (2) working days, establish a meeting date with the member and union representative to discuss the grievance.

C. The supervisor shall then give his/her decision in writing relative to the grievance within two (2) working days of his/her meeting with the Steward.

Step Three

A. Any appeal of a decision rendered by the supervisor shall be presented in writing to the Superintendent within five (5) working days of the receipt of the written decision of the supervisor.

B. The appeal shall be in writing and state the reason or reasons why the decision of the supervisor was not satisfactory.

Step Four

A. The Superintendent shall meet with a Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) working days

following receipt of the appeal.

B. The Superintendent shall give his/her decision in writing relative to the grievance within five (5) working days of the meeting with the Representative of the Union.

Step Five

If the Union is not satisfied with the disposition of the Superintendent, the Union may with ten (10) working days of the Superintendent's disposition, request mediation services in writing from the Michigan Employment Relations Commission. Any agreement reached in mediation will be submitted to writing.

The parties may mutually agree to waive step 5 and if waived, the timelines set forth in step six(a) will apply to any further appeals by the union after receiving the superintendent's disposition.

Step Six

A. If the Union is not satisfied with the disposition of the grievance in mediation, the within forty-five (45) calendar days from the date of the mediation session, the grievance must be submitted to arbitration

B. Arbitration shall be invoked by written notice to the other party of the arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing.

C. Each party shall be responsible for the expenses of the witnesses that they may call.

D. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or that of any of the parties hereto.

The arbitrator shall not have the authority to rule on the termination or discipline of probationary employees, any claim or complaint for which there is another remedial procedure or forum established by law or operation of regulations having the force of law or evaluations

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that the employee may have received from any source from the date the grievance was filed. No decision in one case will require retroactive adjustments in another case.

E. The per diem fees of the arbitrator shall be shared equally by the parties.

F. The arbitrator shall render a decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

G. The decision of the arbitrator shall be final, conclusive, and binding upon all employees, the Employer, and the Union subject to the standards for judicial review.

ARTICLE 8
HOURS OF WORK

A. Work Day and Work Year

The normal work day for full time employees shall be eight (8) hours. The employees scheduled to work at least five (5) hours per day shall take a one-half (1/2) hour unpaid lunch period. The normal work day for part-time employees shall be up to 5.75 hours

The Employer will set the employees' schedules for working hours for the entire student school year before the beginning of the student school year. Employees will be notified of necessary scheduling changes that may occur during the year.

Employees unable to report for work on a given day shall report to the Director by text two (2) hours prior to their shift. If the procedure is not followed, the employee may not be paid for the day. Decision will be made by Central Office/HR.

Twelve Month Employees:

Fulltime Maintenance and Custodians – Eight (8) Hours a day
Part time Maintenance and Custodians - up to 29.75 hours per week unless otherwise approved

A. **Paid Holidays** –
Labor Day, Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Good Friday, Memorial Day, Independence Day. If school is in session on Good Friday, the first Friday following the last day of school shall serve as the paid holiday. Friday before Labor Day ½ day, Maple Syrup Friday ½ day.

- Weekend holiday dates will be mutually decided by the Superintendent and union representation.

B. All bargaining unit members are expected to work the day before and the day after a holiday in order to be eligible for holiday pay. If, however, a bargaining unit member is sick either the day before or the day after the holiday, they are still eligible to receive holiday pay. If the bargaining unit member is suspected of abusing sick leave, the supervisor can request medical documentation for the absence. If the bargaining unit member fails to provide medical documentation for the absence, they shall not receive the holiday pay.

Note: Employees will normally be required to work the morning portion of Friday before

Labor Day and the Friday of the Maple Syrup Festival. However, should activities such as football games, community activities, etc., take place later that day, then coverage may be assigned for this.

1. Should no one in the bargaining unit volunteer for this assignment, then work will be assigned according to inverse seniority starting with the first member following the one previously assigned. Only with supervisor approval will any overtime rate be paid on ~~t~~these holidays Should Friday before Labor Day and the Friday of the Maple Syrup Festival become a regularly scheduled school day, then these days will become regular work days.

2. Employees required to work on any of the above named holidays shall receive holiday pay plus pay for the hours worked.

3. Employees absent on approved paid vacation will receive holiday pay and will not be expected to use vacation time for that day.

4. When the scheduled holiday falls on a Saturday or a Sunday, the Friday before or the Monday after the date in question will be considered as the paid holiday.

Personal Days – 3
Sick Days – 12
Vacation Days

If an employee is hired on or before December 31 of the fiscal year, vacation is earned at a rate of five (5) days per year during the first year worked and prorated for the number of months worked during that first year. Beginning in the second fiscal year of employment vacation is earned at the rate of 10 days per year. Beginning in the sixth year of employment vacation is earned at a rate of fifteen days per year. Beginning in the eleventh year of employment one additional vacation day will be earned each year up to a maximum of 20 days per year.

If an employee was hired on or after January 1 of the fiscal year, vacation is earned at a rate of 5 days per year during the first fiscal year worked and prorated for the number of months worked during that first year. Beginning in the third fiscal year of employment, vacation is earned at a rate of 10 days per year. Beginning in the seventh year of employment, vacation is earned at a rate of fifteen (15) days per year. Beginning in the twelfth year of employment one additional vacation day will be earned each year up to a maximum of twenty days per year.

Vacation must be taken by June 30 of the current fiscal year. Starting June 2026.

After June 30th a maximum of five (5) days of vacation may be carried over to the next fiscal year. Any vacation days in excess of five (5) will be added to the employee's sick leave accumulation.

When an employee resigns or retires from Shepherd Public Schools all accumulated vacation leave, after any mid - year prorations, will be paid at the employee's final hourly rate.

All sick, personal and vacation days shall be credited on July 1 of the fiscal year to be earned during the year. Any member that leaves the district, i.e. retirement, resignation or termination, prior to the end of the year will have their time prorated based on the percentage of the fiscal year worked. Any used personal time as of June 30 will be credited to sick time.

Employees are to express preference of summer vacation dates to the supervisor by May 15th of the current year. Should an employee wish to use vacation days during the school year, the employee shall request the time off two (2) weeks in advance for approval by the Director. If the Director refuses the employee's request, the employee shall be informed of the reasons for the disapproval.

- All bargaining unit members can bank up to 110 sick days.
- A full work day shall consist of the hours shown above for all classifications.
- A bargaining unit member's regular hours of work may be modified with supervisor discretion.

B. Part-time Positions

Part-time positions may exist but may be combined to make full-time positions when work schedules permit and if the bargaining unit member is qualified for the positions as determined by the Board. Part-time bargaining unit members are eligible for benefits such as sick days, personal days and approved paid holidays at the pro-rated amount.

In the event that a full time position opens and there are qualified part time employees in the same position, Shepherd Public School employees shall be given the opportunity to apply and receive an interview for the job, before hiring an outside person for the full time job.

C. Lunch and Break Time

Lunch and break time shall be provided as follows:

1. Bargaining unit members working more than four (4) hours per day shall have a minimum half-hour duty-free lunch provided during the work day.

2. Bargaining unit members working four (4) hours or more per day shall be provided one (1) paid duty-free break of fifteen (15) minutes.

   Twelve-month employees working eight (8) hours per day will receive two (2) fifteen-minute duty-free breaks per day.

D. Overtime/Extra Time

Any authorized hours worked in excess of forty (40) hours in a week or any hours worked on Saturday shall be compensated at the rate of one and one-half (1½) times the regular hourly rate paid.

E. Summer Hours

Beginning with the week after school is dismissed for Summer Vacation, bargaining unit members will work four (4) ten (10) hour days, Monday - Thursday. Summer hours will be on trial basis to be further discussed beginning July 7, 2025 and ending on July 31, 2025. Will reevaluate by May 1st, 2026.

ARTICLE 9
COMPENSATION

A. Wages

The hourly wage rates to be paid to bargaining unit members are shown in Appendix A, which is incorporated as part of this Agreement.

B. All bargaining unit members will receive advancement on the pay scale on July 1st each year.

Bargaining unit members will receive pay every two (2) weeks based on hours reported on the time sheets. Bargaining unit members shall receive their wages via direct deposit to the financial institution of the member's choice..

The Board shall deduct from the pay of each bargaining unit member from whom it received authorization to do so and make appropriate remittance for voluntary contributions, such as, but not limited to United Way, tax sheltered annuities, union dues etc. Changes to paycheck deductions for W-2 or financial institutions, union dues, etc., can be made at any time during the year.

C. Mileage

Bargaining unit members required to use their personally owned vehicles for assigned duties, as approved by the Director, shall be reimbursed at the IRS mileage rate.

D. Attendance-Safety Stipend

An employee has 0 call ins/no shows/late arrivals/early leaves and follows all procedures requesting personal and vacation time and zero safety incident (including a workers comp claim) from the first day of school school year until the first day of Christmas break per the school calendar, said employee will receive a $200 on the first pay in February.

If an employee has 0 call ins/no shows/late arrivals/early leaves and follows all procedures requesting personal and vacation time and zero safety incident (including a workers comp claim) from the first day of the resuming of class following Christmas break until the last day of school, per the school calendar, they will receive a second $200 stipend paid on the last pay in June

If an employee has 0 call ins/no shows/late arrivals/early leaves and follows all procedures requesting personal and vacation time and zero safety incident (including a workers comp claim) from the last day of school, per the school calendar and the first day of the resuming school year, per the school calendar, they will receive a second $200 stipend paid on the last pay in August

If an employee has 0 call ins/no shows/late arrivals/early leaves and follows all procedures requesting personal and vacation time and zero safety incident (including a workers comp claim) the entire school year and summer, the total amount of the stipend will be $600. In the event that an employee has a death in the family up to 3 days of bereavement will not count as a leave day, any additional days will count as an absence/leave days. Subpoenas and jury duty do not count as leave days/absence, documentation of duty/subpoena will be required to be given to the Director.

Any safety violation that causes injury or damages will result in no stipend being awarded for the fiscal year in which it occurred.

E. Wage Opener

The District and the Association agree to a 2026-2027 and 2027-2028 wage opener to discuss the salary schedule**.**

ARTICLE 10
WORKLOAD AND ASSIGNMENTS

A. During the first year of employment, and upon request thereafter, all bargaining unit members shall receive job descriptions containing the following information: Job titles, minimum qualifications, person to whom the bargaining unit member is responsible, and a list of the responsibilities for the job. Job descriptions and work assignments shall be reviewed with each bargaining unit member by his/her immediate supervisor. Whenever work is assigned outside of his/her classification (as described in Article 2), the bargaining unit member has a right to refuse to perform such work.

B. The Board and Association shall collaborate on all proposed changes or modifications of said job description. Bargaining unit members shall receive copies of all changes in their respective job descriptions. The Association shall also be furnished with a copy of the above. By June 1, 2025, and every two years thereafter, the Board and Association shall review all job descriptions for the Shepherd Custodians and Maintenance Personnel Association.

ARTICLE 11
SENIORITY

A. Seniority shall be defined as the length of continuous service within the bargaining unit. Seniority shall begin accruing on the bargaining unit member's first day of work in the bargaining unit. In the circumstances of more than one individual beginning employment in the bargaining unit on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. Separate seniority lists will be established for each of the classifications listed in Article 2, Section A.

   Bargaining unit members shall accrue seniority in any classification in which they work. In the event a bargaining unit member transfers from one classification to another, he/she shall retain seniority for the period of time he/she worked in the classification and shall begin accruing seniority in his/her new classification on his/her first day of work in the new classification.

B. Prior to November 1 of each year, the district shall electronically share a copy of the current seniority list. If there are any changes in the seniority list after it has been posted, a copy of the revised list shall be furnished within ten (10) calendar days from notification to the Association.

   The seniority list shall contain the following information:

   1. The name of each bargaining unit member.

   2. The bargaining unit member's first day of work in the bargaining unit.

   3. The bargaining unit member's first day of work in his/her current classification.

   4. The amount of seniority a bargaining unit member accrued in another classification within the bargaining unit.

C. A bargaining unit member shall lose seniority if he/she retires, resigns, fails to return from an approved leave or layoff, or is discharged for just causes.

D. Seniority shall continue to accumulate when bargaining unit members are on leaves of absence, or on layoff, as defined in this Agreement.

E. Probationary Period
   A probationary period shall be established for new hires as follows: new hires shall serve a 60 (sixty) work day probationary period. Probationary status does not prohibit new hires from being able to join the Association. Representation of the union begins on the day that the bargaining unit members signs and submits paperwork to the union.

   Probationary bargaining unit members shall have no right to grieve termination so long as it is not a violation of federal or state law. All other provisions of the collective bargaining Agreement are grievable.

ARTICLE 12
STAFFING, LAYOFF, AND RECALL PROCEDURES

A. Reductions in Staffing

1. When a layoff or displacement in a classification becomes necessary, the Association and affected individuals shall be notified in advance and the procedures prescribed below shall be followed. Probationary bargaining unit members within each classification shall be laid off before non-probationary members.

    a. When a bargaining unit member is displaced from all or part of his/her position in a classification, the member on the basis of seniority shall have the right to claim an open position or a position of fewer, equal, or greater hours and/or days held by the least senior of the group of members with that number of hours and/or days. If an open position exists, it shall be considered the "least senior" of all the positions with the same number of hours/days.

    In the event that a layoff is imminent, a displaced bargaining unit member may accept layoff status to preclude the layoff of another lesser senior bargaining unit member in the same classification.

    In order to claim any position, the bargaining unit member must possess the skills and qualifications stated in the job description for that position. Administration will review the bargaining unit member's skills and qualifications to make a final decision.

    b. When the only option is to take a position of fewer days/hours, the bargaining unit member shall retain the right to claim the first available position, for which he/she is qualified, with the same or greater number of days/hours worked prior to the reduction/layoff. This right shall exist for one (1) full year from the date of their deduction/layoff.

    If the member refuses the first available position of same or greater hours/days, he/she forfeits any right to claim future positions with the same or greater number of days/hours worked prior to the reduction/layoff. However, the member has the right to apply for any open position.

    c. When a bargaining unit member has an option to apply for an available position of the same or greater hours/days, but chooses a reduced position, the bargaining unit member forfeits any right to claim the higher number of hours/days for future positions until the member applies for and is granted an open position.

    d. In the event that a bargaining unit member provides a letter of interest for his/her classification, the member will be assigned to a comparable (if available) position that will cause the least disruption. However, if the member sends a written proxy stating the member's first, second and third choices, the member will be assigned to the requested position if it is available under the provisions of this article. The proxy

may be sent with another Association member or the Superintendent.

B. LAYOFF

1. Layoff is defined as a reduction in the number of hours/days assigned to a bargaining unit position or the elimination of a bargaining unit position.

2. Once the staffing process in section A above has been completed, bargaining unit members to be laid off will receive written notice of the layoff at least fifteen work days in advance. A copy of the layoff notice shall be sent to the Association at the same time.

C. RECALL

1. When a position is reinstated, created, increased in hours/days or if a vacancy occurs, bargaining unit members will be recalled according to seniority in their classification regardless of the number of hours/days held prior to layoff. However, a bargaining unit member may refuse a position which offers fewer hours/days without loss of recall rights for one (1) full year from the date of layoff.

2. Notification of recall shall be in writing and the responsibility of the Superintendent. Each bargaining unit member is responsible for keeping the Central Office informed of his/her current address. Verification of receipt of recall by the laid off bargaining unit member must be obtained by the Administration and the bargaining unit member shall have five (5) work days beyond verification to notify the Central Office of intent to return.

3. A bargaining unit member who accepts recall to a classification other than the classification held when laid off shall have the right to fill the first vacancy in his/her former classification provided the bargaining unit member is qualified for the position. A bargaining unit member retains this right for a period of one (1) full year from the date of layoff.

ARTICLE 13
VACANCIES AND TRANSFERS

A. Temporary Vacancies

1. A temporary vacancy shall be defined as a position that is created for a limited period of time or a position held by a member on a leave of absence for ninety-one (91) work days or less.

2. A temporary vacancy of ninety-one (91) work days or less need not be posted nor is there any requirement that the vacancy be filled in accordance with the procedure set forth in this article.

3. A vacancy of more than ninety-one (91) work days shall be filled in accordance with the procedure set forth in this article.

4. In the event a temporary vacancy is initially scheduled to be for a period of time less than ninety- one (91) work days and is later found that it will be more than ninety-one (91) work days, the vacancy shall be filled in accordance with the procedure set forth in this article as soon as it becomes known that the vacancy will be vacant for more than ninety-one (91) work days.

5. In the event a temporary vacancy is filled by a non-bargaining unit member, the vacancy shall be reposted for the following school year if it continues to be vacant.

6. A bargaining unit member who fills a temporary vacancy shall return to his/her regular position when the vacancy terminates.

7. A person filling a temporary vacancy of ninety-one (91) consecutive work days or less shall not be considered a member of the bargaining unit. Beginning on the first work day beyond ninety- one (91) consecutive work days of employment, the temporary employee shall be considered a member of the bargaining unit and shall receive all rights and benefits of the contract.

B. Definition of Vacancy

1. A vacancy shall be defined as a position previously held by a bargaining unit member, or a newly created position within the bargaining unit. No vacancy shall be filled until it has been posted for ten (10) days unless the vacancy is being filled by recalling a member from layoff.

2. Whenever a vacancy occurs that is not being filled by recall of a laid off bargaining unit member, the Board shall notify the Association prior to posting. Notice of such vacancy shall be posted in all buildings in a conspicuous place. A copy of the vacancy shall be emailed to any laid off bargaining unit members. Summer postings will be sent by email to all Association members.

3. The posting shall include the required qualifications stated in the job description. Posted positions shall be filled within a timely manner of the application deadline date. If the position is not filled, the Association shall be notified and, if the vacancy continues to exist, it shall be reposted.

4. Requests for transfers shall be made in writing as per the instruction on the job posting. Bargaining unit members who apply for vacant positions, if qualified, shall be granted an opportunity to interview and shall be given first consideration if qualified for the position as stated in the job description. Interview process does not guarantee the bargaining unit member is awarded the position.

5. Bargaining unit members transferring from one position to another shall move to the same step or higher on the wage scale in the new position. When transferring within the same classification, all seniority and benefits previously enjoyed shall be retained.

6. A voluntary internal exchange of two bargaining unit members within the same classification shall be permitted if the two individuals and their immediate supervisors mutually agree to such exchange. If an individual bargaining unit member has been subjected to personal pressure or intimidation in order to agree to such exchange, that exchange will not take place. If personal pressure or intimidation has taken place, it must be reported to the superintendent.

ARTICLE 14
LEAVES OF ABSENCE

A. Sick Leave

The primary purpose of the sick leave allowance is to cover the absence of a bargaining unit member from work because of personal illness sufficiently severe that it would make his/her presence inadvisable. Sick leave applies to absences resulting from illness of the bargaining unit member or a member of the immediate family.

All bargaining unit members who request a leave of absence for medical treatment shall contact the current supervisor and Superintendent so that the required FMLA forms can be completed.

All bargaining unit members shall be granted sick leave as of the beginning of the school year according to Article 8. Bargaining unit members hired after the start of the school year shall have days pro-rated.
A day shall be defined as the number of hours a bargaining unit member is regularly scheduled to work.

B. Use of Sick Leave for Family

A bargaining unit member shall be allowed to use his/her accumulated sick leave in accordance with the provisions of this article to attend to his/her own personal illness or illness of any member of his/her immediate family.

“Immediate family” for the purpose of sick leave shall be defined as spouse/domestic partner, child, step-child, parent, step-parent, or person in the bargaining unit member's household.

If use of sick leave is anticipated or develops into a period of more than three (3) consecutive work days, the Member may be required to provide a medical statement to Central Office and complete the forms necessary to determine whether the member is entitled to Family Medical Leave Act (FMLA) benefits. The medical statement must include a statement of the nature of the illness or disability and an estimated return to work date.

If a member anticipates a continuing need to use sick leave on an intermittent basis for a single illness or disability that is likely to extend beyond three intermittent days, the member

may be required to provide a medical statement to Central Office and complete the forms necessary to determine whether the member is entitled to Family Medical Leave Act (FMLA) benefits. The medical statement must include a statement of the nature of the illness or disability and an estimated duration of the condition or illness.

If a member's use of sick leave displays a pattern of abuse including but not limited to exhaustion of the member's sick leave, repetitive use of sick leave to extend a weekend or vacation period, repetitive late entries of sick leave in the attendance system, etc., the member may be called to a meeting to discuss his/her sick leave usage. If the member cannot satisfactorily explain his/her sick leave pattern, Central Office may require a medical statement for sick leave usage in the future. The member may ask an Association Representative to attend such a meeting but it will be the member's responsibility to arrange Association attendance.

Sick leave days may also be granted for the serious illnesses of other family members upon approval of the Superintendent or his/her designee.

C. Bereavement Leave

1. A leave of absence for five (5) days, not to be charged against sick leave, will be granted to a bargaining unit member in the event of death of a spouse, child, parent, sister, brother, grandchild, grandparent, parent of spouse, brother or sister-in-law, or a member of the household. These days do not need to be used immediately after the death of the family member or used consecutively, if not immediately following, advanced notice will be given. Additional days may be granted with the approval of the Superintendent.

2. A leave of absence for up to one (1) day for each occurrence, for attendance at the funeral service of a person whose relationship to the bargaining unit member warrants such attendance. Additional days may be granted with the approval of the Superintendent.

D. Personal Days

All bargaining unit members shall be granted three (3) personal days to be used at his/her discretion, subject to the following conditions:

1. The use of the personal days shall be subject to the approval of the immediate supervisor at least forty-eight hours (48) hours in advance except in cases of emergency.

2. Unused personal days shall be credited to the bargaining unit member's accumulated sick leave with a maximum accumulation as provided in Section A of Article 14.

E. Childcare Leave

The Board shall treat pregnancy and childbirth as they would treat any other personal illness or disability.

The Board recognizes the right of employees to take unpaid leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the regulations thereunder.

F. Worker's Compensation

The Board provides Workers' Compensation Insurance coverage for all its employees as required by the laws of Michigan.

All employee accidents incurred while on duty are to be reported immediately so that a written report on Workers' Compensation forms may be completed by the business office.

In the event the bargaining unit member chooses not to use his/her sick leave/vacation/personal days, he or she will be granted an unpaid leave of absence and shall receive the benefits provided by workers' compensation only.

In the event Bargaining Unit members are injured on the job and are eligible to receive workers' compensation benefits for lost wages, you will be provided with the following options regarding how those benefits are handled:

1. Assign Workers' Compensation Check to the District

- Bargaining Unit Member may choose to assign (endorse) workers' compensation lost wage check to the District.
- In return, the District will continue to issue regular full pay (subject to standard deductions).
- To make up the difference between the workers' compensation payment and full salary, the District will use a prorated portion of accrued sick, personal, or vacation leave.
- This option allows Bargaining Unity members to maintain usual earnings and continue receiving full fringe benefits without interruption while utilizing a portion of available leave balances.

2. Retain Workers' Compensation Check

- Alternatively, Bargaining Unit Member may choose to keep workers' compensation lost wage check directly.
- With this option, bargaining unit members will not receive regular District paycheck during your time off, only the pay amount provided by workers' compensation.
- District-provided benefits (such as health insurance, retirement contributions, etc.) may be affected depending on the length of leave and applicable policies.

G. Jury Duty

Employees required to report for jury duty during working hours shall be released with pay provided they turn over to the district any earnings (excluding mileage) received for jury duty.

Employees are expected to report to work if not impaneled for the day. If released during the day, the employee must contact their supervisor to receive directions as to whether to report. If excused by the supervisor, the employee will receive pay for the balance of the day.

H. Extended Leaves

1. Unpaid leaves of absence, with no benefits for periods not to exceed twelve months may be granted for all bargaining unit members in writing for:

   a. Extended illness beyond accumulated sick leave with doctor verification.

   b. Prolonged illness in the immediate family with doctor verification.

   c. Other reasons, not seeking other employment opportunities, subject to the approval of the Superintendent.

2. Unpaid leave shall be defined as a leave during which the member receives no pay and no negotiated benefits except as required under the Family and Medical Leave Act (FMLA).

3. Should the member's illness extend beyond twelve months, the member may apply for additional leave time.

ARTICLE 15
MEDICAL DISPUTE

In the event of a dispute involving any bargaining unit member's physical ability to perform the assigned job and the bargaining unit member is not satisfied with the determination of the designated physician of the Board, he/she may submit a report from a medical physician of his/her choosing and at his/her own expense. If the dispute still exists, the bargaining unit member and the Board shall agree upon a third physician to submit a report to the school district and the bargaining unit member. The decision of such third physician will be binding on the parties. The expense of the third physician shall be paid for by the school district.

ARTICLE 16
VACATION

A. Vacation days may be accumulated for a period of twelve (12) months beginning with the current July 1. Bargaining unit members may accumulate and carry over 5 vacation days, on top of what they are able to earn during that time.

B. Vacations may be granted at such times during the year as requested by the bargaining unit member.

C. Bargaining Unit Members may request vacation days during Spring Break and Winter Break.

ARTICLE 17
UNSCHEDULED SCHOOL CLOSINGS

A. In the event the start of the school day is delayed due to inclement weather, an Act of God or an event that causes a delayed beginning of the students' day, a bargaining unit member will delay their arrival time by the amount of time the opening of school is delayed.

B. If school is canceled for weather and/or road safety, bargaining unit members may arrive at 9:30 am without having to use sick, vacation or personal time to make up for the hours missed from their normally scheduled time.

C. If a Bargaining Unit Member arrives to school and school is canceled after that, for the day, the member will receive pay for two (2) hours.

D. In the event of an early dismissal due to inclement weather or an Act of God and CMU closes, Bargaining Unit Members will remain in the building until buses have gone. Unit members who are scheduled to work in the afternoon and school is dismissed early, will not be required to report to work, if CMU closes late in the day, the Bargaining Unit Members will leave at the same time.

School closing for reasons other than inclement weather, will require unit member to report unless otherwise notified.

ARTICLE 18
DISCIPLINE

A. No bargaining unit member shall be disciplined, discharged, or reduced in rank or compensation without just cause. Probationary employees may be terminated from employment without the use of progressive disciplinary action for actions deemed fraudulent, gross misconduct or illegal. Bargaining unit members found doing anything illegal, malicious or of gross misconduct, may be dismissed without use of all of the progressive discipline steps stated in this contract, if evidence, not including hearsay, has been provided.

B. Employees shall be subject to dismissal and/or disciplinary action for any, but not limited to, the following reasons: poor attendance, drunkenness, dishonesty, insubordination, incompetency conduct unbecoming an employee in the public service, or willful violation of the District policies.

C. The bargaining unit member shall be entitled to have an Association representative present at

any meeting during which he/she believes that there may be discipline, and shall be notified in advance of the purpose of any such meeting. When a bargaining unit member requests Association representation, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.

D. A system of corrective/progressive discipline will be applied, with the exception of six below, to all bargaining unit members consisting of the following minimum elements:

1. Verbal warning with reasonable period of correction, by immediate supervisor.

2. A written, signed notice specifying the alleged delinquency, indicating expected correction, and giving a reasonable period of correction, by immediate supervisor.

3. Administrative leave with pay, pending investigation.

4. Administrative leave without pay.

5. Termination.

6. When, in the judgment of the Superintendent, a severe situation warrants, the Superintendent may place a bargaining unit member on leave without pay for serious infractions or serious misconduct or for repeated offenses which have been brought to the attention of the bargaining unit member. The Superintendent shall file written charges and shall forward copies of the said charges to the suspended bargaining unit member and the president of the Association. The Association, on behalf of the suspended bargaining unit member, shall have forty-eight (48) hours beyond notification to appeal the suspension in writing to the Superintendent. The Superintendent will, within twenty-four (24) hours, schedule a hearing with the Association and said bargaining unit member on the suspension. At the end of the hearing, the Superintendent shall reach a decision on the discipline. The Association, on behalf of the member, has the right to appeal the Superintendent's decision to arbitration as in Step 4 of the Grievance Procedure.

E. In the event of bargaining unit member suspension or discharge, the District shall promptly notify, in writing, the bargaining unit member and the Association president of said action. The written notice shall contain the specific reasons for the suspension or discharge. Should the bargaining unit member and/or the Association consider the suspension and/or discharge a violation of this contract, it shall be submitted to the fourth step in the grievance procedure and proceed from there.

ARTICLE 19
PERSONNEL RECORDS AND BARGAINING UNIT EVALUATION

A. A bargaining unit member shall have the right to review the contents of all records, excluding initial references, of the Board pertaining to said individual, originating after the initial employment, and to have an Association representative present at such review. The review shall be made in the office of the administrator responsible for the keeping of those files.

B. No material originating after the initial employment shall be placed in a bargaining unit member's personnel record unless he/she has had an opportunity to review said material. The bargaining unit member may submit a written notation regarding any material in question. If a bargaining unit member is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content.

C. After two years and upon written request of the bargaining unit member, written warnings or reprimands in a bargaining unit member's file may be reviewed.

D. All bargaining unit members shall be evaluated on the negotiated evaluation forms.

E. Beginning with the 2025-2026 school year, evaluation of any bargaining unit member's work performance shall be done annually by his/her immediate administrator. The evaluation report shall be in writing and, if the bargaining unit member's performance shall have been found to be unsatisfactory in any area, shall contain specific suggestions as to how he/she can improve his/her performance in that area. Further, it shall contain a plan for improvement which will have a description of the specific types of assistance that will be rendered by the evaluator and/or other staff personnel to aid in the improvement of the bargaining unit member's work performance. Such evaluation shall be provided to the bargaining unit member prior to May 1 of each year.

   Once the plan of improvement is in place, the bargaining unit member will have no less than 30 calendar days and no more than one school year for improvement as defined in the plan.

   Bargaining unit members that receive an evaluation of effective for three (3) consecutive years may be evaluated on a biannual basis.

F. A conference shall be held between the evaluator and the bargaining unit member within fifteen (15) working days of the formal evaluation to discuss the evaluation report.

G. The evaluation report shall be signed by both the evaluator and the person evaluated and each shall receive a copy, although the bargaining unit member's signature shall only indicate his/her awareness of its contents and shall in no way be construed to denote agreement with the contents. The bargaining unit member shall have the right to attach an explanation or rebuttal to the evaluation report within fifteen (15) working days of the conference, and it shall be included in his/her personnel file.

H. Any bargaining unit member who feels that the contents of his/her evaluation report are unfair, unjustified, or otherwise improper, may seek relief through the grievance procedure.

I. Video Tapes: With the exception of investigation of illegal acts, a bargaining unit member will be informed of planned taping. Bargaining unit members are reminded that there are security cameras in the work place. Information gained from these cameras may be used to substantiate any inappropriate behavior but shall not be used solely for evaluation purposes.

ARTICLE 20
INSURANCE

Twelve Month Employees

Employees defined as a full time, 12-month employee, are eligible for the Board approved insurance that is offered in the district (health, dental, and vision). Dental and vision are district paid and are not subject to Hard Cap amounts.

A. The district shall pay no more than the Legislative Hard Cap amount allowed per the provisions of PA 152 of 2011, as amended, toward the district provided health insurance premiums and, when applicable, district contributions to the employees' Health Savings Accounts.

   These rates will adjust on September 1st of each year in accordance with PA 152 of 2011, as amended. If the State of Michigan law changes regarding the PA 152 of 2011, the district will contribute the maximum allowed by state legislation.

   Cash-in-lieu: Qualifying bargaining unit members that do not elect health insurance will receive $250 per month for all twelve months.

ARTICLE 21
RETIREMENT

Bargaining unit members who have worked for the district for 10 years and are retiring under the provisions of the Michigan Pubic School Employee's Retirement System shall receive the payout of accumulated sick time at the rate of $50 per day up to a maximum of 50 days. Bargaining unit members who have worked for the district for 20 years and are retiring under the provisions of the Michigan Public School's employee retirement system shall receive the payout of accumulated sick time at the rate of $60 per day up to a maximum of 50 days. All payouts will be submitted to a 403b account for the employee.

ARTICLE 22
GENERAL PROVISIONS

A. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws, or the applicable laws and regulations of the State of Michigan and the United States of America; but, where the law allows modifications by this Agreement, the provisions of this Agreement shall govern.

B. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction, such provisions shall be void and inoperative unless and until said ruling is overturned and the Association and the Board agree to renegotiate any legally negated provisions; however, all other provisions of this Agreement shall continue in effect.

C. Contracting and Subcontracting of Work

There shall be no subcontracting of bargaining unit work, to contractors or school administrators/directors. Bargaining unit work shall be defined as any work that is performed at any facility owned, rented, or leased by the Shepherd Public Schools Board of Education, its officers or agents, that falls within the classifications outlined in the Recognition clause of this Agreement. Specific work required for such buildings is dependent upon the use and per rental/lease agreement. Bargaining unit work is defined but not limited to, work done by custodial, maintenance or skilled maintenance employee during their work week.

D. Distribution of Agreement

The Board agrees to make available to each bargaining unit member an electronic copy of this Agreement and to provide a copy of the same Agreement to all new employees of the Board.

E. Computation of Benefits

All hours paid to a bargaining unit member shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

F. Definitions

The following definitions shall apply throughout this contract.

School Day: A day on which students are scheduled to be present, not including unscheduled school closings.

Work Day: A day on which the district office(s) are open, typically Monday through Friday, excluding holidays.

Calendar Day: Sunday through Saturday, including holidays.

G. As required by MCL 423.215(7) of the Public Employment Relations Act, if an Emergency Manager is appointed by the State, the Emergency Manager may reject, modify, or terminate the collective Bargaining Agreement as provided by the local government and School District Fiscal Accountability Act, Public Act 4 or 2011.

H. Tool Replacement – Maintenance

As a general practice, the Employer will supply all tools and equipment necessary for the employee to perform the tasks assigned. Should an employee bring his/her personal tools to work, he/she must make his/her immediate supervisor knowledgeable of the same. If the employee has made the immediate supervisor knowledgeable, in writing, and the tools become lost, stolen, or damaged while performing the work of the Employer, they shall be

replaced at the Employer's expense. Such expense shall never exceed the cost of replacement. Exceptions may be made by the Superintendent.

In the event that tools may become lost, damaged, or stolen through the negligence of the employee, the Employer disclaims any responsibility.

I. Any case of assault or legal action upon a bargaining unit member while acting within the scope of his/her duties shall be promptly reported to the Director. The Board shall render all reasonable assistance to the bargaining unit member in connection with the investigation of such instances. Time lost by a bargaining unit member in connection with any incident mentioned in this Article shall not be charged against the bargaining unit member.

J. Clothing Allowance - New maintenance/skilled maintenance employees will be allowed $300 after their probationary period and custodial employees will be allowed $100 for the purchase of clothing. Custodians will be allowed $200 and maintenance will be allowed $300 annually for the purchase of clothing necessary for their position.

ARTICLE 23
NEGOTIATIONS PROCEDURES

A. Matters not specifically covered by this Agreement but of common concern to the parties shall be subject to discussion between them from time to time during the period of this Agreement upon request by either party to the other. Such discussions are advisory and not subject to the grievance procedure.

B. Approximately ninety (90) days prior to the expiration of this Agreement, the parties shall begin negotiations for a new Agreement discussing areas such as, but not limited to, wages, hours, terms, and conditions of employment of bargaining unit members employed by the Board.

C. At the request of the Board, a bargaining unit member engaged in negotiating on behalf of the Association with any officially designated representative of the Board shall be released from regular duties without loss of salary provided:

1. The bargaining unit member is an official member of the negotiating team or grievance committee.

2. The bargaining unit member is under contract to the Shepherd Public Schools District.

3. The item under consideration is the development of the Master Agreement or a grievance.

4. It has been mutually agreed that daytime meetings may be considered necessary and bargaining unit members will be held harmless financially, of any negotiations, disciplinary or grievance meetings held during the school day.

ARTICLE 24
TRAINING

A. It is understood between the parties that professional development is important for upgrading the skills of bargaining unit members. The Association may recommend professional development programs appropriate to members of the bargaining unit to the Superintendent. Bargaining unit members required to attend professional development training beyond their regular work hours will be paid their regular wages for the time spent at Professional Development.

B. Training in Use of New Equipment, Software, New Hires

When new equipment, computer programs or software is installed in the district for use by bargaining unit members, the Board shall provide sufficient training in the use of such new equipment. The bargaining unit member shall suffer no loss of compensation or benefits while participating in said training during the workday. Should training take place beyond the scheduled work day, the bargaining unit member shall be compensated at the normal hourly rate.

Newly hired employees, regardless of previous job experience, will receive no less that one full week of working with another employee in the same job and/or same building, to understand the scope of the work. Employees that transfer, whether voluntarily or involuntarily, to another position, will receive no less than two (2) days of training in their new position to understand the scope of the job.

C. Training Pay

Bargaining unit members requested by the district to attend conferences or workshops to further professional growth and skills shall suffer no loss of pay. All costs of attendance at said conferences (mileage, meals, registration, materials, and lodging) shall be reimbursed by the Board according to current existing policies.

D. Professional Days

Bargaining unit members may be invited to participate in relevant professional development training available to other district employees, upon request of the Director.

ARTICLE 25
DURATION

This Agreement shall be effective as of July 1, 2025, and shall continue in effect through June 30, 2028.

Signed:

THE ASSOCIATION

_____ _____
Shepherd Custodial & Maintenance Representative Date

_____ _____
Shepherd Custodial & Maintenance Representative Date

_____ _____
Shepherd Custodial & Maintenance Representative Date

_____ _____
MEA UniServ Director Date

THE BOARD OF EDUCATION

_____ _____
Shepherd Public Schools Superintendent Date

_____ _____
Shepherd Public Schools Date

_____ _____
Shepherd Public Schools Date

_____ _____
Shepherd Public Schools Date

A signed copy of this Master Agreement is on file at both the office of the Superintendent of Shepherd Public Schools and the local office of the Michigan Education Association.

Appendix A

2025-2026 Pay Scale

Steps:	1	2	3	4	5	6
Custodian	19.16	19.66	20.16	20.66	21.16	21.66
Maintenance	21.22	21.70	22.20	22.70	23.20	23.70
Skilled Maintenance	26.52	27.00	27.50	28.00	28.50	28.90

- As of July 1, 2025 Less than one year experience within the bargaining unit Step 1
- As of July 1, 2025 Less than five years of experience within the bargaining unit Step 2
- As of July 1, 2025 Five years and over of experience within the bargaining unit Step 3
- Shift differential pay will be $.30 per hour for second shift employees for all hours if work 4 or more hours after 3:00 pm
- Starting in 2026-2027 bargaining unit members shall advance one step on the pay scale provided they have worked 90% of the previous year
- Probationary members shall be paid at the rate of 95% of Step 1 in the work group hired in for, for the 60 working days of their probationary period.