

Master Agreement

Between

The Jefferson School District

and

**Jefferson Educational Support
Personnel Association**

2003-2007

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JESPA - MEA
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Article 1

Purpose and Intent

- A. It is the purpose and intent of the parties to this Agreement to promote and ensure harmonious relations, cooperation, and understanding between the Board and the employees covered by this Agreement, to ensure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

- B. The terms "employee" and "bargaining unit member" as used herein shall include all personnel included in Article 2. Wherever in this Agreement the masculine pronoun or the feminine pronoun is used, the reference is to all bargaining unit members, regardless of gender.

Article 2

Recognition

The Jefferson Schools Board of Education, hereinafter referred to as the Board, does hereby recognize the Jefferson Educational Support Personnel Association affiliated with the Michigan and National Education Associations (JESPA-MEA/NEA) hereinafter referred to as the Union, as the sole and exclusive representative of the bargaining unit described below for purposes of collective negotiations and representation as described under pertinent provisions of Public Act 379 of the Michigan Public Acts of 1965:

All Custodial-Maintenance employees, including Day Leaders, Afternoon Leaders, Midnight Leaders, Skilled Maintenance, Grounds Keeper and Maintenance, Grounds Keeper and Maintenance Assistants, Head Transportation Mechanic, Assistant Transportation Mechanic, and Custodian/Maintenance, but excluding Supervisors.

Article 3

Financial Responsibilities and Payroll Deductions

- A. All employees who are members of the bargaining unit, or who become employees in the bargaining unit who are not already members of the union, as a condition of continued employment shall either:

1 1. Sign and deliver to the Board an assignment authorizing deduction
2 of membership dues of the Association (including local, and the
3 National and Michigan Education Association).

4 or

5 2. Cause to be paid to the Association a representation fee equal to
6 the membership dues, or should the non-member so elect, his/her
7 proportionate share of all constitutionally permissible fees. Said
8 fees shall be paid to the Association within 120 working days after
9 the commencement of employment or by signing and delivering to
10 the Board an assignment authorizing deduction of the
11 representation fee.

12
13 The association shall provide to a non-member sufficient information
14 covering the amount of the membership dues as to enable him/her to
15 determine the propriety of the non-member representation fee.

16
17 B. In the event that neither of the provisions of Paragraph A are met, the
18 Board, upon receiving a written and signed complaint from the
19 Association indicating that the employee has failed to comply with either
20 condition, shall process said complaint by affording the accused
21 employee of a due process hearing before the Board of Education. If it is
22 determined by the Board of Education that the employee has failed to
23 pay the dues/fees as contained in Paragraph A, then the employee shall
24 be discharged.

25
26 It is expressly understood that political action funds or other
27 constitutionally impermissible costs cannot be included in the non-
28 member representation fee of an objecting non-member. The
29 Association shall provide sufficient information to a non-member in
30 order for him/her to gage the propriety of the non-member
31 representation fee. The due process hearing referred to above before the
32 Board of Education, shall not take place until the non-member shall
33 have been afforded all constitutional rights as specified in Chicago
34 Teachers Union vs. Hudson, 106, S CT 1066 (1986), and such other
35 applicable cases, and the signed complaint by the Association herein
36 referred to above shall certify the same and acknowledge that the
37 Union's responsibility for according such constitutional rights has been
38 fulfilled and that the Association assumes all liability thereof as
39 specified in Paragraph B of this Article.

- 1
2
3 C. The Board agrees to deduct from the salaries of members dues for the
4 Association, the Michigan Education Association and the National
5 Education Association, or a non-member's representation fee when
6 voluntarily authorized in writing by each member desirous of having
7 such dues deducted.
8
9 D. Regular dues or the non-member's representation fee for any or all of
10 the above stated organizations shall be deducted together, as one
11 deduction in ten equal installments.
12
13 E. Dues authorizations, once filed with the Superintendent, shall continue
14 in effect until a revocation form in writing and signed by the employee is
15 filed with the Superintendent and the Treasurer of the Association. It is
16 expressly understood that the Superintendent and the Board need only
17 honor one authorization form per year per employee.
18
19 F. The Association shall, on or before the first day of each school year, give
20 written notification to the Superintendent of the amount of its dues and
21 those of the MEA and NEA and the amount of the non-member's
22 representation fee which are to be deducted in the coming school year,
23 under such authorizations.
24
25 G. Dues deductions shall be transmitted by the Superintendent to the
26 Treasurer within seven (7) days after such deductions are made. The
27 Association shall be responsible for disbursements of said dues to the
28 MEA and NEA.
29
30 H. All refunds claimed for deductions under such dues authorizations shall
31 lie solely with the Association. The Association agrees to reimburse any
32 employee for the amount of any deduction deducted by the Board and
33 paid to the Association, when said deduction is by error in excess of the
34 proper deduction, and agrees to hold the Board harmless from all claims
35 of excessive deductions.
36
37 I. Any dispute between the Association and the Board which may arise as
38 to whether or not an employee properly executed or properly revoked an
39 authorization card pursuant to this Article shall be reviewed with the

1 employee by a representative of the Board. Until the matter is resolved,
2 no further deductions shall be made. The Board assumes no liability for
3 the authenticity, execution or revocation of the authorization form.
4

- 5 J. The Association, with its own attorneys, will save the Board harmless
6 from any and all costs, including witnesses and attorney fees or other
7 incidental costs of prosecution or defense or any liability resulting from
8 the prosecution or defense of any action claimed or otherwise to which
9 the Board of Education may be liable by virtue of enforcing the
10 provisions of this article.
11

12 **Article 4**

13 **Check - Off**

- 14
15 A. The Board shall deduct Union dues or service fees from each employee's
16 pay and transmit the total deductions to the Treasurer of the Union
17 within seven (7) working days, together with a listing of each employee,
18 the employee's Social Security number, and the amount that is
19 deducted each month for each employee. It is provided, however, that
20 the Union shall have submitted to the Board an authorization card
21 signed by the employee from whose pay said deductions are to be made.
22
23 B. Such Union dues or service fees, as and when deducted, shall be kept
24 separate from the Board's general funds, shall be deemed trust funds,
25 and shall be forwarded to the Union forthwith.
26

27 **Article 5**

28 **Non-Discrimination**

29
30 The Board and the Union recognize their responsibilities under Federal,
31 State and local laws pertaining to fair employment practices as well as the
32 moral principles involved in the area of Civil Rights. Accordingly, both
33 parties reaffirm by this Agreement the commitment to not discriminate
34 against any person or persons because of race, creed, color, religion, gender,
35 age, disability conditions, or national origin.
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1
2 **Article 6**
3 **Visitation**
4

5 Upon request by the Union, and approval of the Custodial/Maintenance
6 Director and the presentation of proper credentials, officers or accredited
7 representatives of the Union shall be admitted onto the Board's premises
8 during working hours for the purposes of ascertaining whether or not this
9 Agreement is being observed by the parties, or for assisting in the adjusting
10 of grievances, provided said visitation shall not disrupt orderly operations.
11

12 **Article 7**
13 **Officers**
14

- 15 A. The elected officer's names shall be furnished to the Board in writing by
16 the Union.
17
18 B. The Board shall supply the President and Uniserv Director with the
19 following information within the first (1st) week of a newly-hired
20 employee's employment: Name, date of hire, social security number,
21 classification, job location, and working hours.
22

23 **Article 8**
24 **Rights Of The Board Of Education**
25

26 The Board shall have the right to exercise customary and regular functions
27 of management; including the rights to hire, promote, transfer or suspend,
28 discharge, or demote employees for just cause, subject however, to the
29 employee's right to bring a grievance if any provisions of this Agreement are
30 violated by the exercise of such management function.
31

32 All rights, powers and interests which have not been expressly granted to the
33 Union by the provisions of this Agreement are reserved to the Board.
34

35 **Article 9**
36 **Safety**
37

38 The Board will take reasonable measures in order to prevent and eliminate
39 any present or potential job hazards which the employee may encounter at

1 his place of work in accordance with the provisions of the Occupational
2 Safety and Health Act, and State and Local regulations as applicable to
3 school districts.

4
5 It is the employee's duty and responsibility to report any and all known
6 possible safety hazards in writing to the Custodial/Maintenance Director,
7 prior to any complaint being filed with investigating agencies. Hazards
8 which present an immediate danger shall be reported verbally to the
9 Custodial/Maintenance Director and then in writing as soon as possible.

10
11 **Article 10**
12 **Jurisdiction**

13
14 Persons not covered by the terms of this Agreement shall not perform work
15 covered by this Agreement, except for the purposes of instructional training,
16 experimentation, or in cases of emergency.

17
18 **Article 11**
19 **Contractual Work**

20
21 The right of contracting or sub-contracting is vested in the Board. The right
22 to contract or sub-contract shall not be used for the purpose of undermining
23 the Union, nor to discriminate against any of its members, nor shall the use
24 of contracting or sub-contracting result in the reduction of the present work
25 force as is now in effect, nor in the event of the extension of service with an
26 outside contractor shall contracting or sub-contracting be used to avoid the
27 performance of work covered under this Agreement.

28
29 **Article 12**
30 **Seniority**

31
32 A. Seniority Defined. Seniority shall be defined as the total service in the
33 bargaining unit, computed from the first day the employee reported for
34 work. All employees henceforth hired to begin work on the same day
35 shall use their Social Security number (last four numbers - highest 4
36 numbers has highest seniority) to determine their placement on the
37 seniority list. Seniority is continuous, uninterrupted service in the
38 bargaining unit, and as explained below.

1 B. Acquiring Seniority. Seniority is acquired by an employee from the first
2 day of work in a bargaining unit position, except that no seniority shall
3 be credited to a new employee until the employee has satisfactorily
4 completed 120 working days probationary period. Upon completion of
5 the 120 working days probationary period a new employee shall then be
6 credited with seniority from the date the employee began work in the
7 bargaining unit.

8
9 C. Seniority Lists. No later than August 1st of each year, the Board shall
10 cause to be published and posted an updated seniority list, except that
11 such a seniority list agreed to by the parties shall be published and
12 posted thirty (30) calendar days following the ratification of this current
13 Agreement by both parties.

14
15 D. Loss of Seniority and Job Termination. All seniority is lost, and the
16 employee shall be terminated when the employee:

- 17
18 1. Resigns.
19 2. Is discharged and such discharge is not reversed through the
20 grievance procedure.
21 3. Fails to report for work at the termination of a leave of absence.
22 4. Fails to report for work within one (1) week upon recall from layoff.
23 The one (1) week window may be extended with mutual agreement
24 of the Union and the administration.
25 5. Leaves to accept work outside the bargaining unit.
26 6. Retires.

27
28 E. Full Time Seniority. An employee will earn and accrue full time
29 seniority for full time work. Full time work is defined as twenty (20)
30 hours or more of work per week.

31
32 F. Half Time Seniority. An employee will earn and accrue one-half (.5) time
33 seniority for regular part time work of less than twenty (20) hours per
34 week.

35
36 G. Seniority During Leaves of Absence and Layoff. Seniority will continue
37 to accrue while an employee is on an approved paid leave of absence.
38 Seniority will not accrue while an employee is on unpaid leave of
39 absence, except as follows:

- 1
- 2 1. The employee is on a Military Leave of Absence. For the first four
- 3 (4) years of such military leave, or the employee is required to serve
- 4 additional time in the military as a result of national emergency, or;
- 5
- 6 2. The employee is active in the National Guard or a branch of the
- 7 Armed Reserves for the purpose of fulfilling the employee's
- 8 obligation for annual field training, or in the event the employee is
- 9 ordered to report for active duty in such National Guard or Armed
- 10 Reserve, or;
- 11
- 12 3. The employee is on a maternity or child care leave for one (1) year
- 13 or less if Doctor ordered, or;
- 14
- 15 4. The employee is on an unpaid sick leave of one (1) year or less, or;
- 16
- 17 5. The employee is on layoff for one (1) year or less, or;
- 18
- 19 6. The employee is on an approved education leave, or;
- 20
- 21 7. The employee is on a leave while holding a full time position or
- 22 office in the Union.
- 23

Article 13

Lay Off, Displacement And Recall

LAY OFF

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- 28 A. Employees shall be laid off beginning with the lowest seniority person in
- 29 his/her classification. Classifications are determined as listed below:
- 30
- 31 1. Transportation Mechanic
- 32 2. Skilled Maintenance
- 33 3. Asst. Transportation Mechanic
- 34 4. General Maintenance Assistant/Custodian
- 35 5. Leader, Grounds Keeper/Maintenance
- 36 6. Custodial/Maintenance, Asst. Grounds Keeper/Maintenance
- 37

1 B. Any employee laid off shall have the right to bump the least senior
2 employee in the same or lower classification with equal or more hours
3 where he/she possesses the necessary qualifications.

4
5 RECALL
6

7 A. The most senior employee in each classification shall be the first
8 employee called to return to work in the same or lower classification as
9 defined under Lay Off in this Article

10
11 B. Employees shall be notified by certified mail, at the last known address,
12 of their recall. The employee shall have five (5) working days to notify
13 the Board of his/her intent to return to work within two (2) weeks. The
14 employee shall be responsible to supply the Board with the employee's
15 current address.

16
17 C. Whenever an employee is laid off, he/she shall be on the recall list for a
18 minimum of two (2) years to a maximum of four (4) years. Any employee
19 with two (2) years or less seniority shall remain on the recall list for two
20 (2) years. An employee having more than two (2) years seniority shall
21 remain on the recall list for a time equal to service based on the current
22 seniority list but not to exceed four (4) years.

23
24 DISPLACEMENT
25

26 Any employee displaced shall have the right to displace any lesser senior
27 employee in his/her classification, as defined under Lay Off in this Article,
28 with equal or more hours where he/she possesses the necessary
29 qualifications.

30
31 Definition of Displacement includes:

- 32
33 1. Loss of hours
34 2. Change of hours
35 3. Change of shift
36 4. Change of shift days worked
37 5. Change of buildings
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Article 14
Employee And Union Rights

- A. Legal. It is expressly understood that employees are endowed with all the rights and protections afforded by the laws, statutes and Constitutions of the United States and the State of Michigan. Specifically pursuant to provisions of the Michigan Public Employment Relations Act (PERA), the Board hereby agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining and employee representation. Accordingly, the Board agrees that it will in no way discourage, deprive, or coerce any employee in the enjoyment of these rights.
- B. Meetings. The Union and its representatives shall have the right to meet in a designated area of a school building with the notification to appropriate representative(s) of the Board, whose approval shall not be unreasonably withheld.
- C. Equipment Use. The Union will be permitted to limited use of school office equipment with prior Administrative approval (example: typewriter/projector/copy machine - one or two copies) at reasonable times, when such equipment is not otherwise in use. No equipment may be removed from the school premises for the Union's use without Administrative approval.
- D. Notices, Insignia. The Union will be permitted to post notices of its activities and matters of Union concern on break room bulletin boards. The Union may use the school district mail service and employee mail boxes for official communications to its members. Employees may wear insignia pins or other identification of membership in the Union.
- E. Data Requests. The Board agrees to furnish to the Union (without cost) in response to reasonable written requests, all information covered under the Freedom of Information Act. The Board will also provide to the Union information which can legally be released and which might reasonably be necessary for the Union to process any grievance or

1 complaint. All the above requested information will be given to the
2 Union within five (5) working days, or as soon as possible, of the day
3 such request was made.
4

- 5 F. Association Days. Fifteen (15) days per contract year, at the
6 Association's expense, will be granted the Association. These days will
7 be requested at least three (3) working days in advance, in writing.
8 These days will be used at the discretion of the President of the Union
9 for Union and/or job related workshops or training sessions. At no one
10 time shall more than three (3) employees be released under this
11 provision. Requests must be countersigned by the President of the
12 Association.

13 Article 15

14 Transfer And Promotional Procedures

15 16 Section 1. Vacancies

- 17
18 a) Notice of all vacancies and newly created positions shall be posted on
19 employee bulletin boards within one (1) pay period from the date of
20 vacancy or the establishment of the new position and the employees
21 shall be given five (5) working days time in which to make application to
22 fill the vacancy or new position. The Board shall notify the President in
23 writing within five (5) working days from the date that all of the bids are
24 due, as to the name of the employee who has been awarded the new or
25 vacant position. The Board shall make available standard bid slips
26 which will be used by the employees when bidding for an open position.
27
28 b) The senior employee making application shall be transferred to fill the
29 vacancy or new position, provided the employee has the necessary
30 qualifications to perform the duties of the job involved. Newly created
31 positions or vacancies are to be posted in the following manner, the type
32 of work, the starting date, the rate of pay, the number of hours to be
33 worked, the classification, and the building to which the employee is to
34 be assigned.
35 When management uses its right to test candidate(s) in order to
36 evaluate the person's qualifications to perform the work, the results of
37 the testing will be on a "Pass/Fail" basis.
38
39 c) All vacancies shall be filled as soon as possible.

1 Section 2. Probationary Period - Vacancies

2
3 A. Transferred Employee

4
5 A transferred employee shall serve a probationary period of thirty (30)
6 calendar days at the employee's rate of pay for the position being served.
7 During the thirty (30) calendar days probationary period the employee may
8 request to be returned to his/her former position and the Board shall honor
9 such request, or in the event that the employee's work performance is
10 unsatisfactory, the Board shall have the right to return the employee to
11 his/her former position. In the event that the Board returns the employee to
12 his/her former position, the Board shall give the affected employee the
13 written reason or reasons as to why his/her work performance was not
14 satisfactory. During the time period that the employee is serving the thirty
15 (30) calendar days probationary period, the Board may fill the vacated
16 position with a substitute employee. Upon satisfactory completion of the
17 thirty (30) calendar days probationary period the vacated position shall then
18 be posted for bidding and filled as specified under Paragraph (a) and (b) of
19 Section One of this Article. For an employee transferred during the summer,
20 the thirty (30) calendar days probationary period would begin with the start
21 of school in September.

22
23 By mutual consent between the administration and the union, the thirty (30)
24 calendar days may be extended to a maximum of an additional thirty (30)
25 calendar days.

26
27 B. New Employee

28
29 A new employee shall serve a probationary period of 120 working days. In
30 the event that the employee's work performance is unsatisfactory during this
31 120 working days probationary period, the Board shall have the right to
32 dismiss the employee. In the event that the Board dismisses the employee,
33 the Board shall give the affected employee the written reason or reasons as
34 to why his/her work performance was not satisfactory.

35
36 Section 3. Temporary Vacancies

37
38 The Board shall have the right to hire a temporary employee during the time
39 that an employee who is covered by this Agreement is not on the job for an

1 extended period of time, after the present employees who are not working full
2 time have first been given the opportunity to increase their hours, and such
3 temporary employee shall not be covered under the terms of this Agreement.
4 Temporary vacancies are deemed to be temporary as long as the regular
5 employee is off the job, but is due or scheduled to report back to his/her
6 regular work assignment. If it is determined that the regular employee will
7 not be returning to the job, that position will then be considered to be vacant
8 and will be filled as specified in Paragraphs (a) and (b) of Section 1 of this
9 Article.

10
11 Section 4. Temporary Transfers

12
13 a) Any employee temporarily transferred from his/her classification to
14 another classification within the bargaining unit, shall be paid either
15 the rate of the position from which the employee is transferred, or the
16 rate of the position to which the employee is transferred, whichever is
17 higher effective after the fifth (5) day.

18
19 b) Temporary transfers shall be for a period of no longer than thirty (30)
20 calendar days except in the event that both parties mutually agree to
21 extend the temporary transfer beyond the thirty (30) calendar day time
22 period. In the event that it is not mutually agreeable between the Board
23 and the employees involved to extend the temporary transfer beyond the
24 thirty (30) calendar day time period, the position shall then be
25 considered an open position and posted for bidding.

26
27 Section 5. Replacement of Leader

28
29 In the absence of any leader, the position shall be offered to the highest
30 seniority person on that shift or within the building if there is only one (1)
31 employee on the affected shift. There shall be no double shifts as a result of
32 any transfer.

33
34 Section 6. Assignment

35
36 The Building Custodian may be temporarily shifted to and from different
37 work stations within his/her building for training purposes. In the event
38 that the Board desires to shift a Building Custodian to a different work
39 station within the Building for the purpose of better cleaning and

1 maintenance of the building, the Board will first contact the Union, and meet
2 with the Union to discuss the shift and the justifiable reasons for the shift,
3 prior to any reassignment of such employee(s). Such decisions shall be final.
4

5 **Article 16**

6 **New Jobs**

7
8 A. The Board shall notify the Union President and Uniserv Director in
9 writing when a new job or classification is required during the term of
10 this Agreement. In the event that the new job or classification cannot
11 be properly placed into an existing classification by mutual agreement
12 between the parties, the Board shall place into effect the new job or
13 classification and a rate of pay for the job in question, and shall
14 designate the classification and pay rate as temporary. The Board shall
15 notify the Union in writing of any such temporary job which has been
16 placed into effect upon the institution of such job.
17

18 B. The new classification and rate of pay shall be considered as temporary
19 for a period of thirty (30) calendar days, following the date of written
20 notification to the Union President and Uniserv Director. During this
21 thirty (30) calendar day period, but not thereafter, during the life of this
22 Agreement, the Union may request in writing that the Board negotiate
23 the rate of pay. The negotiated rate, if higher than the temporary rate,
24 shall be applied to the date the employee first began working in the
25 temporary classification except as otherwise mutually agreed. In a case
26 where the majority vote of the Board and the Unit are unable to agree
27 on the rate of pay, the issue may be submitted to the grievance
28 procedure. When a new classification has been assigned a permanent
29 rate of pay, either as a result of the Union not requesting negotiations
30 for the temporary classification during the specified period of time, or as
31 a result of final negotiations, or upon resolving the matter through the
32 grievance procedure, the new classification shall be added to and
33 become a part of Schedule A and Article 2 as defined in Article 15,
34 Section 1 of this Agreement.
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Article 17

Discipline - Discharge

- A. Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, which shall be given to the employee in writing. The employee shall have the right to defend himself/herself against any and all charges. When the Board feels disciplinary action is warranted, such action must be initiated within five (5) working days of the date it is reasonable to assume that the Board first became fully aware of the conditions giving rise to the discipline: Causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action include but are not limited to the following: drunkenness, dishonesty, insubordination, moral turpitude, or violation of Board rules.

- B. An employee may be dismissed, suspended, or disciplined pending investigation, and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights and all fringe benefits that the employee would have earned during the dismissal or suspension period. If the dismissal is sustained, or the suspended employee is not reinstated through the grievance procedure, the employee shall be deemed dismissed as of the date such action was taken. Said actions shall be given in writing to the President and Uniserv Director.

- C. In the event that another employer would request information from the Board of the employee regarding his/her personnel file, the Board would forward such written information to that prospective employer pertaining to the personnel records of that employee, provided a signed request authorizing the release of specific information by the employee is received.

Article 18

Unpaid Leave Of Absence

- A. An employee who becomes ill, injured or involved in an accident which is noncompensable under the Worker's Compensation Law, and is physically unable to report to work, and has exhausted all means of

1 allowable compensation from the Board, shall be granted a leave of
2 absence for up to one (1) year, which may be extended upon approval of
3 the Board of Education, provided the employee notifies the Board of the
4 necessity thereof, and provided further that the employee supplies the
5 Board with a statement from his/her medical or osteopathic doctor of
6 the necessity and length of time for such absence and for the
7 continuation of such absence when the same is requested by the Board.
8

9 B. Leaves of absence may be granted for physical or mental illness, or
10 prolonged serious illness in the employee's immediate family, which
11 includes husband, wife, children, or parents of the employee.
12

13 C. Leaves of absence may be granted for a specified period of time for
14 training related to an employee's regular duties in an approved
15 educational institution.
16

17 D. Whenever an employee shall become pregnant, the employee shall by
18 the end of the fourth (4th) month furnish the Board with a statement
19 from a physician stating the approximate date of delivery and any
20 restrictions on the nature of work that the employee may be able to do
21 and the length of time the employee may continue to work. When the
22 employee is required to interrupt employment upon the advice of the
23 physician, the employee may use sick days during her disability or the
24 employee shall immediately be granted a leave of absence. Upon return
25 to work, the employee will be required to furnish a signed medical
26 statement to the Board from the physician indicating that the employee
27 is physically able to return to work.
28

29 E. The reinstatement rights of any employee who enters the military service
30 of the United States by reason of an Act or law enacted by the Congress
31 of the United States, or who may voluntarily enlist during the effective
32 period of such law, shall be determined in accordance with the
33 provisions of the law granting such rights.
34

35 F. Leaves of absence will be granted to employees who are active in the
36 National Guard or a branch of the Armed Forces Reserves for the
37 purpose of fulfilling their annual field training obligations, or in the
38 event that the employees are ordered to active duty for the purpose of
39 handling civil disorder, provided such employees make written request

1 for such leave of absence immediately upon receiving their orders to
2 report for such duty. An employee may use vacation days for such
3 duty.

4
5 G. An employee in the bargaining unit who is either elected or appointed to
6 a full time position or office in the Union, whose duties require his/her
7 absence from work, shall be granted a leave of absence for one (1) term
8 of office or position, which may be extended upon approval by the Board
9 of Education.

10
11 H. A leave of absence shall be granted for an employee who is either elected
12 or appointed to a Civic or Political position that would require the
13 employee's absence from work.

14
15 I. All reasons for leaves of absence shall be in writing, stating the reason
16 for the request and the approximate length of leave requested, with a
17 copy of the request to be maintained by the Board, a copy furnished to
18 the employee, and a copy sent to the Union.

19
20 J. An employee who meets the requirements of any section as herein
21 before specified shall be granted a leave of absence without pay, and
22 shall accumulate seniority as per Article 12. The employee shall be
23 entitled to resume his/her regular seniority status and all job and recall
24 rights at the conclusion of the leave. Leaves of absence may be granted
25 at the discretion of the Board for reasons other than those listed above
26 when they are deemed beneficial to the employee and/or the Board.

27
28 **Article 19**
29 **Grievance Procedure**

30
31 Definitions:

32
33 A. A grievance shall be defined as an alleged violation, misinterpretation or
34 misapplication of the express terms of this Agreement.

35
36 B. For the purpose of processing grievances, working days shall be defined
37 as Monday through Friday, excluding paid holidays. The President or
38 the Grievance Chairperson will be allowed to take time off with pay for
39 the purpose of investigating possible grievances and attending grievance

1 meetings with the administration upon arrangements being made with
2 the Director of Support Services.

3
4 C. The time elements in the steps may be shortened, extended or waived
5 upon written mutual agreement between the parties.

6
7 D. The failure of the Board's administrative representative at Step Two to
8 comply with the requirements of this Agreement regarding holding a
9 meeting to discuss the grievance issues and issuing a decision on the
10 grievance within the time limits set forth in that Step Level of the
11 Grievance Procedure, shall permit the Association to file an appeal of
12 the grievance to the next higher Step of the Grievance Procedure (but
13 the absence of a written decision on the grievance shall not be deemed
14 to be an admission by the School District as to the substantive merits of
15 said grievance). The time for filing such an appeal shall be measured
16 from the date on which the administrator's response to the grievance
17 was due.

18
19 The failure of the Superintendent (or his/her designee) at Step Three of
20 the Grievance Procedure to comply with the requirements of this
21 Agreement regarding holding a meeting and issuing a decision on the
22 grievance within the time limits set forth in that Step Level of the
23 Grievance Procedure shall permit the Association to pursue, at its
24 discretion, any of the following options:

25
26 1) The Association may elect to drop the grievance at that point.

27
28 2) The Association may elect to file with the Superintendent a written
29 "Second Demand for Response to Grievance" (a copy of which shall
30 also be submitted to the Board Personnel Committee) not later than
31 five (5) working days after the date on which the Superintendent's
32 response to the original appeal of the grievance was due. In the
33 event of filing of such a Demand, the Superintendent shall have five
34 (5) working days from the date of receipt of the Second Demand for
35 Response to issue a decision on the grievance. It is understood that
36 the Board Personnel Committee has discretionary authority to
37 decide whether to specifically direct the Superintendent to issue a
38 decision in response to the Second Demand (but the Committee's

1 decision in this regard shall not be subject to review by a contract
2 grievance arbitrator).

- 3
- 4 3) The Association may elect to file an appeal of the grievance to the
5 next higher Step (Step Four – Board of Education) but the absence
6 of a written decision on the grievance by the Superintendent shall
7 not be deemed to be an admission by the School District as to the
8 substantive merits of said grievance.

9

10 The time for the Association to pursue either option (2) or (3) above shall
11 be measured from the date on which the Superintendent's response to
12 the original grievance was due.

- 13
- 14 E. Any employee or Union grievance not presented for disposition through
15 the grievance procedure within five (5) working days of the occurrence of
16 the condition giving rise to the grievance, or within five (5) working days
17 of the date it is reasonable to assume that the employee or the Union as
18 the case may be, first became aware of the conditions giving rise to the
19 grievance, unless the circumstances made it impossible for the
20 employee or the Union as the case may be, to know prior to the date
21 that there were grounds for such a claim, the grievance shall not
22 hereafter be considered a grievance under this Agreement.

23

24 **PROCEDURE**

25

26 **Step One**

27

28 Any employee having a grievance shall discuss it with his/her immediate
29 supervisor and then if the grievance is not settled orally, the employee may
30 request a meeting with the Grievance Chairperson to discuss the grievance.
31 The employee may request written confirmation of the oral discussion.

32

33 **Step Two**

34

35 A. The Grievance Chairperson then may submit the grievance in writing
36 within the five (5) working day filing deadline set forth in "Definitions –
37 Section E" above, to the Director of Support Services, stating the remedy
38 or correction requested, plus the facts upon which the grievance is
39 based and the alleged contract violation. The employee and the

1 Grievance Chairperson shall sign the grievance. Upon receiving the
2 grievance, the Director of Support Services shall sign and date a receipt
3 of delivery of the grievance from the Grievance Chairperson. A meeting
4 shall be set within five (5) working days of the filing of the written
5 grievance to discuss the grievance. This meeting shall be at the call of
6 the Administration. The Grievance Chairperson shall have the right to
7 file Association Grievances.

- 8
- 9 B. The Director of Support Services shall give his/her decision in writing
10 on the grievance within five (5) working days of his/her meeting with the
11 Grievance Chairperson.

12

13 **Step Three**

- 14
- 15 A. In the event that the decision of the Director of Support Services is not
16 satisfactory, the grievance may in the discretion of the Association be
17 appealed to the Superintendent of Schools within five (5) working days
18 from the date of receipt of the decision of the Director of Support
19 Services. The Superintendent of Schools shall meet with representatives
20 of the Association at a time mutually agreeable to them.

- 21
- 22 B. The Superintendent of Schools shall give his/her decision in writing
23 within ten (10) working days of the date of the meeting with the
24 representatives of the Association.

- 25
- 26 C. In the event that the Superintendent of Schools does not timely comply
27 with the requirements of this Agreement regarding holding a meeting
28 and issuing a decision on the grievance within the time limits set forth
29 in this section, and in the further event that the Association elects to
30 address this circumstance by timely (within the five {5} working day
31 filing deadline set forth in "Definitions - Section D" above) filing a
32 "Second Demand for Response to Grievance", the Superintendent of
33 Schools shall have five (5) working days to issue a written response to
34 the grievance. In the event that the Superintendent still fails to issue a
35 written response to the grievance after receipt of the "Second Demand",
36 the Association may appeal in accordance with the procedures set forth
37 in "Step Four" below.

1 **Step Four**

2
3 A. Any appeal of a decision rendered by the Superintendent of Schools (or
4 of the failure of the Superintendent to timely respond to a "Second
5 Demand for Response to Grievance") must be presented in writing to the
6 Board of Education within five (5) working days from the date of receipt
7 of the decision rendered by the Superintendent of Schools (or, in the
8 case of a "Second Demand for Response", the date on which the
9 Superintendent's response to the "Second Demand" was due). The
10 Board of Education shall hear any timely appealed grievances within the
11 next thirty (30) calendar days or the first meeting after the thirty (30)
12 days.

13
14 B. The Board of Education shall give its decision in writing on the
15 grievance within ten (10) working days of the date of the meeting at
16 which it considered the grievance (or its next regular meeting if the
17 Board elects to defer decision for any reason).

18
19 **Step Five - Arbitration**

20
21 A. If the appealing party is not satisfied with the disposition of the
22 grievance by the Board of Education, then within fifteen (15) calendar
23 days from the date of receipt of the answer given by the Board of
24 Education, the grievance may be submitted to arbitration by the
25 Association.

26
27 B. If the Association is not satisfied with the disposition of the grievance by
28 the Board, only the Association, and not the individual member, may
29 submit the grievance to arbitration before an impartial arbitrator. If the
30 parties cannot agree as to the arbitrator within fifteen (15) calendar
31 days from the notification date that arbitration will be pursued, he/shall
32 be selected by the American Arbitration Association in accord with its
33 rules which shall likewise govern the arbitration proceeding.

34
35 C. Both parties agree to be bound by the award of the Arbitrator. The
36 Arbitrator shall have no power to alter, add to, subtract from or modify
37 any of the terms of this Agreement or any amendments hereof, or to
38 specify the terms of a new Agreement or to substitute his/her discretion
39 for that of the parties hereto.

- 1
- 2 D. The Arbitrator, the Association or the Board may call any relevant
- 3 person as a witness in any arbitration hearing.
- 4
- 5 E. Each party shall be responsible for the expenses of the witnesses that
- 6 they may call.
- 7
- 8 F. The fees, expenses and filing fees of the Arbitrator shall be borne equally
- 9 by the parties.
- 10
- 11 G. The Arbitrator shall render his/her decision in writing not later than
- 12 thirty (30) calendar days from the date of the conclusion of the
- 13 arbitration hearing, or thirty (30) days from the date of filing briefs, if
- 14 requested.
- 15
- 16 H. The decision of the Arbitrator shall be final, conclusive and binding
- 17 upon all Employees, the Board and the Association.
- 18

19 **Article 20**

20 **Hours And Work Week**

21

22 Section 1. **Work Week and Work Day**

23

- 24 A. The regularly scheduled work week shall consist of forty (40) hours,
- 25 beginning at 12:01 a.m. Monday and ending 120 hours thereafter fifty-
- 26 two (52) weeks a year.
- 27
- 28 B. The midnight shift regularly scheduled work week shall consist of forty
- 29 (40) hours beginning at 11:01 p.m. Sunday and ending one hundred
- 30 twenty (120) hours thereafter fifty-two (52) weeks a year.
- 31
- 32 C. Work shifts starting and ending times shall be as follows:
- 33
- 34 1. Midnight Shift 11 p.m. - 7 a.m.
- 35
- 36 2. Day Shift 7 a.m. - 3 p.m.
- 37
- 38 3. Afternoon Shift 3 p.m. - 11 p.m.
- 39

1 Management can deviate by one (1) hour before or after the shift as set
2 forth in this article, and management can maintain the 9 a.m. to 5 p.m.
3 shifts that are currently in effect.

4
5 Should other shifts be negotiated, the shift pay would be determined by
6 the employee working over fifty percent (50%) of the time on an existing
7 shift.

8
9 D. The normal work day shall be eight (8) consecutive hours, which shall
10 include a one-half (.5) hour paid lunch period and two (2) fifteen (15)
11 minute rest periods.

12
13 E. Employees are required to eat their lunch in the place designated by the
14 Board and may not leave the building property without the permission
15 of their immediate superior.

16
17 Section 2. Overtime Rates Will be Paid as Follows:

18
19 A. Time and one-half (1.5) will be paid for all time worked in excess of eight
20 (8) hours in a twenty-four (24) hour period; all time worked in excess of
21 forty (40) hours in one work week, for which overtime has not already
22 been earned.

23
24 B. Time and one-half (1.5) will be paid for all hours worked on the sixth
25 (6th) day.

26
27 C. Double (2) time will be paid for all hours worked on the seventh (7th)
28 day or holidays.

29
30 D. No employee shall be required to take time off from his/her regular
31 schedule or have his/her hours reduced as a result of the Board
32 requesting the employee to report to work prior to or later than the
33 employee's established starting time, or because the employee worked
34 over eight (8) hours in a work day.

35
36 Section 3. Reporting Pay

37
38 Any employee called to work or permitted to come to work without being
39 notified by the Board that there will be no work, or who has not been notified

1 that there is less hours than they are regularly scheduled to work, shall
2 receive three (3) hours pay, or if the employee is regularly scheduled to work
3 less than three (3) hours per day, that employee shall receive his/her regular
4 daily pay.

5
6 Section 4. Call Back

7
8 Whenever an employee is requested to return to work after the completion of
9 his/her regularly scheduled working hours, the employee shall receive the
10 pay for the actual hours worked at the appropriate rate of pay, or a
11 minimum of three (3) hours pay at his/her straight time hourly rate,
12 whichever is greater. In the case where the employee is requested to report
13 to work when the alarm system is activated, the employee shall be paid two
14 (2) hours pay, except the normal call back shall apply when the employee is
15 requested to perform work.

16
17 Section 5. Distribution of Overtime

18
19 Overtime shall be divided and rotated as equally as possible according to
20 seniority within the building and among those employees who regularly
21 perform such work.

22
23 Section 6. Shift Differential

24
25 All employees who work the second (2nd) shift will receive an additional
26 thirty-five cents (\$.35) per hour for all hours worked that day. Employees
27 who work the third (3rd) shift will receive an additional fifty cents (\$.50) per
28 hour for all hours worked that day.

29
30 When employees are moved from either the second (2nd) or third (3rd) shift
31 to the day shift their pay will be based on the day shift schedule with no
32 shift differential being paid.

33
34 Section 7. Compensation

35
36 The employee shall be paid the proper rate of pay for all hours worked in the
37 performance of his/her job duties, including shift premium on overtime.

1 Section 8. Substitute Employees

2
3 In the event of the absence of an employee from his/her job, a substitute
4 may be called and may work the required eight (8) consecutive hours for the
5 absent employee.

6
7 Section 9. Substitute Listing

8
9 The Board shall maintain an ample listing of substitute employees to cover
10 the absences of custodial/maintenance employees. The Board will keep the
11 leaders informed in writing of the names of all substitute employees.

12
13 Section 10. Summer Hours

14
15 A. When the Afternoon or Midnight Leader is assigned to the day shift, the
16 Afternoon or Midnight Leader will receive the base pay of a Leader.

17
18 B. The Administration shall determine the needs (necessity) of summer
19 building personnel. Employees needing to be reassigned shall be
20 reassigned on the basis of seniority in that building.

21
22 Section 11. Building Checks

23
24 The need for such checks shall be determined by the Board of Education.
25 Building checks shall be done by the building leader if deemed necessary.

26
27 Section 12. Additional Leave Time

28
29 Flex Time: Under limited conditions, an employee may make arrangements
30 to schedule a flextime schedule for a particular day and under the following
31 conditions:

- 32
33 1. Must be requested from the immediate supervisor at least forty-eight (48)
34 hours in advance, except in an emergency.
35
36 2. Must normally be for two and one-half (2.5) hours or less.
37
38 3. Make up time must be on the same day and must be during a time when
39 the employee's duties may normally be accomplished. Such make up
40 time must be declared in advance when requesting flextime.
41

- 1 4. Building and employee security must be ensured.
2
3 5. All flextime is contingent upon mutual agreement and every effort will be
4 made to accommodate reasonable flextime requests. No grievance may be
5 brought by the employee nor discipline assessed by the employer for
6 failure to agree to flex time.
7

8 **Article 21**

9 **Sick Leave And Funeral Leave**
10

11 Section 1. Sick Leave
12

13 A. At the beginning of the school year, each employee covered by this
14 Agreement shall be credited with twelve (12) sick leave days in an
15 individual single leave bank with a limit of one hundred and eighty (180)
16 days maximum accumulation.
17

18 1. After June 30th, of each school year, any unused days in excess of
19 one hundred and eighty (180), shall be paid at a rate of fifty dollars
20 (\$50.00) per day.
21

22 2. Upon separation any accumulated sick days will be paid at the rate
23 of fifty (\$50.00) per day.
24

25 B. Sick leave shall be granted to an employee when he/she is incapacitated
26 from the performance of his/her duties by sickness, injury or for
27 medical, dental, or optical examination or treatment. Sick leave shall
28 also be granted when a member of the immediate family of the employee
29 who does reside in the household of the employee and who does require
30 the care and attendance of the employee due to illness or injury, in
31 which case the employee may be required to furnish the Board with a
32 medical statement from a physician, verifying the necessity of such
33 absence.
34

35 C. Employees who are unable to perform their duties because of illness or
36 disability must notify their supervisor either on the day prior to their
37 absence or no less than three (3) hours prior to the time their shift
38 begins. If an illness or disability extends beyond the first (1st) day, the
39 employee and the employee's supervisor may make arrangements as to
40 the frequency of notification of the continued illness or disability. If the

1 employee is absent because of illness or disability for more than five (5)
2 working days, the employee may be required to submit to the Board a
3 statement from a physician of the nature of the illness or disability, and
4 that the employee is able to return to work without restrictions.

5
6 D. Records of sick leave accumulated and taken shall be furnished to the
7 employees on or about July 1st of each year.

8
9 E. Employees who have exhausted their sick leave credit and are still
10 unable to work, shall be paid for any vacation days, upon written
11 request to the Board.

12
13 F. Upon separation or retirement after completing fifteen (15) years of
14 employment as an employee in the bargaining unit, the employee shall
15 receive reimbursement for all unused sick leave days accumulated in
16 the employee's individual sick leave bank at fifty percent (50%) of the
17 then current contractual rate of pay. An employee who has completed
18 ten (10) years of service with the Board, and is eligible for retirement
19 benefits under the Michigan Public Schools Employees Retirement
20 System, shall be paid for fifty percent (50%) of all of his/her unused
21 accumulated sick leave days in the employee's individual sick leave
22 bank at the then current contractual rate of pay.

23
24 G. Short term disability may be used in lieu of sick days when permitted by
25 insurance company policy. Once a decision is made it is not reversible
26 for the duration of that illness.

27
28 Section 2. Funeral Leave

29
30 All employees covered by this Agreement shall be granted funeral leave, with
31 earned compensation for days the employee was scheduled to work,
32 deductible from the employee's earned allowable sick leave. The days must
33 be consecutive with and include the day of the funeral. Funeral leave, with
34 earned compensation, shall be granted as follows:

35
36 1. A maximum of five (5) consecutive work days in the event of the death of
37 the employee's spouse, children, step-children, mother, father, step-
38 mother, step-father, brother, or sister.

1
2 2. A maximum of three (3) consecutive work days in the event of the death
3 of the employee's mother-in-law, father-in-law, grandparents, or
4 grandchildren.

5
6 3. One (1) work day in the event of the death of the employee's aunt, uncle,
7 sister-in-law, or brother-in-law.

8
9 Additional time, when required, to a maximum of five (5) additional work
10 days, shall be granted by the superintendent and such additional time shall
11 be charged to the employee's earned allowable sick leave.

12
13 In the event of the death of an employee of the Board, funeral leave shall be
14 restricted to a representative number of employees within each building, to
15 attend the funeral, with that number to be mutually agreed upon between
16 the Superintendent of Schools and the Union President.

17
18 Section 3. Personal Business Leave

19
20 1. The parties agree there may be personal conditions or circumstances
21 which may require employee absenteeism for reasons other than
22 heretofore mentioned. The Board agrees that such leave, which is not to
23 be deducted from sick leave, may be used under the following
24 conditions.

25
26 a. Days Granted. All employees may use a maximum of two (2) leave
27 days per year for personal business.

28
29 b. Leave Condition. This leave shall be used only in situations of
30 urgency for the purpose of conducting personal business which
31 cannot normally be transacted on the weekend, after school hours,
32 or during vacation periods. Personal business days may be taken
33 for the following reasons: Medical, Legal, Educational, Financial, or
34 Domestic. Reasons for the use of such personal days will be stated
35 in writing when two (2) personal days are taken consecutively.

36
37 c. Request Procedure. Employees desiring to use such a leave will
38 submit their requests on the application at least three (3) days in
39 advance of the anticipated absence except in the cases of

1 emergency; in such case, the employee shall apply as soon as
2 possible. This form must be filed with the Custodial/Maintenance
3 Director.

4
5 d. Exclusions. Such leave shall not be used for non-essential affairs
6 such as: working at a part-time job, or working for themselves in a
7 commercial enterprise, for hunting, for fishing, for shopping, or
8 other forms of recreation. Such days of absence shall not occur
9 immediately preceding or following a vacation period or holiday if
10 avoidable.

11
12 e. Authorization. The request form shall be signed by the
13 Superintendent or authorized agent and returned to the employee
14 requesting the leave at least one (1) day prior to the requested date.
15 Approval or rejection will be so indicated on the form.

16
17 2. Additional Leave. The Superintendent may grant two (2) additional days
18 chargeable to sick leave if an emergency exists. All requests shall be
19 channeled through the Custodial/Maintenance Director.

20
21 3. Violation, Consequences, and Penalties. An employee violating the
22 provisions of this article shall be subject to a deduction of salary for
23 days improperly used, and may be subject to disciplinary action.

24
25 4. Unused leave days (as per 1.a. above) will be added to the employee's
26 sick leave bank.

27
28 **Article 22**

29 **Holidays**

30
31 A. The Board will pay the normal day's pay for the following sixteen (16)
32 holidays, even though no work is performed by the employee:

33 Labor Day

34 Thanksgiving Day

35 The Day after Thanksgiving

36 Christmas Eve Day

37 Christmas Day

38 1st Working Day after Christmas & additional day

39 New Year's Eve Day

40 New Year's Day

1 Winter Break Day (only if it exists)
2 Good Friday
3 Monday, Tuesday & Friday after Easter
4 Memorial Day
5 4th of July
6 (Refer to SCHEDULE B - CALENDARS)
7

8 B. Employees requested to work on any of the above named holidays shall
9 receive double time (2) for hours worked, in addition to the regular
10 holiday pay.
11

12 C. If an employee is on vacation on any of the above named holidays, the
13 employee shall be entitled to an additional day off with pay for the
14 holiday, or the employee shall receive an additional day's pay for the
15 holiday. An employee on sick leave on any of the above named holidays
16 shall not have that day charged against his allowable sick leave.
17

18 D. When the scheduled holiday falls on a Saturday, the employee shall
19 receive his/her Friday prior to the holiday off with pay, or in the event
20 that the holiday falls on a Sunday, the employee shall receive his/her
21 Monday after the holiday off with pay. In the event that either the
22 Friday prior to the holiday or the Monday after the Holiday are school
23 session days, the employee shall then be granted a day off with pay at a
24 later date that is mutually agreeable to the employee and the Board.
25

26 E. In order to receive the holiday pay, the employee must work the last
27 scheduled work day prior to the Holiday and the first scheduled work
28 day after the Holiday, unless such absence is excused.
29

30 **Article 23**
31 **Vacations**
32

33 A. All employees covered by this Agreement shall receive an annual paid
34 vacation according to the following schedule:
35

36 One (1) year of service Two (2) weeks vacation with pay
37 Five (5) years of service..... Three (3) weeks vacation with pay
38 Ten (10) years of service Four (4) weeks vacation with pay
39 Twenty (20) years of service Five (5) weeks vacation with pay
40

1 B. A newly hired employee shall receive pro rata vacation allowance which
2 shall be earned from his/her date of hire until the first (1st) day of July
3 following his/her date of hire. Every year thereafter the employee shall
4 earn his/her vacation from July 1st until June 30th of each year. Each
5 employee's vacation eligibility shall be determined or earned as of July
6 1st of each year, which shall be earned based on the employee's year of
7 hire, as opposed to the current year the employee is due to be granted
8 vacation time.

9
10 It is understood that in calculating an employee's years of service for the
11 purpose of determining his/her annual vacation time, each calendar
12 year in which that employee has worked on a full time basis will count
13 as a completed year of service as of June 30 of the following calendar
14 year. For example, if an employee begins working full time at any time
15 during the 1994 calendar year, he/she will be credited with one (1) year
16 of service on June 30, 1995. It is further understood that this is not a
17 change but rather an explanation of how a year of service is currently
18 calculated in order to determine an employee's annual vacation time.

19
20 C. In general, vacation allowance may not be accumulated from one year to
21 the next. The following exceptions shall apply:

- 22
- 23 1. The employee submits a written request and is approved by the
24 Custodial Maintenance Director.
 - 25
 - 26 2. If the above is cancelled by the Administration, the employee shall
27 either be paid for the day(s) or the day(s) may be added to the
28 following year.
 - 29

30 D. Employees terminating employment shall receive pro rata vacation
31 allowance based upon one-twelfth 1/12 of the vacation pay for each
32 month or major fraction thereof worked between July 1st and their
33 termination date.

34
35 E. Employees may schedule their earned vacation throughout the year
36 provided the employee gives the Board one (1) week written notice prior
37 to the date the employee desires such vacation time. The time
38 requested shall not conflict with the time for the vacation of a more
39 senior employee, unless agreed to by the Board. No vacation shall be

1 granted during the two (2) weeks prior to the opening of school in the
2 fall. Vacation scheduling problems that cannot be resolved at the
3 building level shall be resolved on a first come first serve basis.
4 Requests shall be made to the Custodial Maintenance Director.

5
6 **Article 24**

7 **Group Insurance Protection**

8
9 Section 1. Insurance Coverages

10
11 The Board shall provide for the life of this contract MESSA's PAK for the
12 employee and his/her entire family and/or other eligible dependents as
13 defined by MESSA as outlined below:

14
15 A. MESSA PAK PLAN A. Plan A shall include the following:

- 16
17 1. MESSA Choices II (Hospitalization Insurance)
18 2. MESSA Delta Dental Plan with Orthodontic Rider, including
19 Internal and External Coordination of Benefits on an 80-80-80%
20 basis
21 3. Long Term Disability Insurance Plan I, 90 Mod Fill (66-2/3%
22 benefits to a maximum of \$2,500) Social Security freeze
23 4. Alcohol/Drug - 2 years
24 5. Mental/Nervous - 2 years
25 6. VSP 2 (Vision)
26 7. Negotiated Life Insurance (\$25,000) with AD&D

27
28 When necessary for the employee, MESSA Choices II and Medicare Part
29 B premiums shall be paid on behalf of the employee, spouse, and/or
30 dependents eligible for Medicare benefits as included in the plan
31 provided by MESSA.

32
33 B. MESSA PAK PLAN B. For members not choosing or eligible (only one (1)
34 person of a family employed by the Board is eligible for Plan A), PLAN B
35 shall be provided by the Board at no cost to the member. PLAN B shall
36 include the following:

- 1 1. MESSA Delta Dental Plan with Orthodontic Rider, including
- 2 Internal and External Coordination of Benefits on an 80-80-80%
- 3 basis
- 4 2. Long Term Disability Insurance Plan I, 90 Mod Fill (66-2/3%
- 5 benefits to \$2,500 maximum.)
- 6 3. Alcohol/Drug - 2 year
- 7 4. Mental/Nervous - 2 year
- 8 5. VSP 2 (Vision)
- 9 6. Negotiated Life Insurance (\$25,000) with AD&D

10
11 Section 2. Premium Payments

12
13 The Board shall make payments of insurance premiums for each employee
14 to ensure insurance coverage. Premium payments shall be paid on behalf of
15 the employee to ensure coverage as of the first (1st) day of employment. The
16 Board shall pro-rate insurance benefits for employees who work less than
17 the normal work day.

18
19 A. Full Time Employee Contributions

- 20
21 1. Each employee who selects PAK A shall contribute thirty-five
- 22 (\$35.00) dollars per month in pre-tax deduction toward the costs of
- 23 his/her health insurance premium. This provision takes effect
- 24 beginning with the 2005-2006 school year.
- 25
- 26 2. Each employee who selects PAK A shall contribute seventy-five
- 27 (\$75.00) dollars per month in pre-tax deduction toward the costs of
- 28 his/her health insurance premium. This provision takes effect
- 29 beginning with the 2006-2007 school year.

30
31 Section 3. Unpaid Leave

32
33 If an employee is on an unpaid leave any part of the school year, the school
34 will carry the insurance for thirty (30) calendar days from the date the
35 employee is placed on the unpaid leave. However, if the employee is on an
36 unpaid medical leave, the Board will pay the insurance premiums for six (6)

1 months. The employee shall then assume the responsibility for insurance
2 premiums until he/she returns to work. The insurance coverage will stop
3 thirty (30) calendar days after an employee leaves the system for any reason.

4 5 Article 25

6 General

7 8 Section 1. Tax Sheltered Annuities

9
10 The Board agrees to deduct premiums for variable tax deferred annuities
11 solely paid for by the employee, and to remit such premiums to the
12 designated insurance company, provided that the insurance company in
13 question is on the Board's approved list.

14 15 Section 2. Telephone Facilities

16
17 Telephone facilities shall be made available to employees for their reasonable
18 use.

19 20 Section 3. Parking

21
22 Adequate parking facilities will be provided within the reasonable proximity
23 of the building for the employees covered by this Agreement.

24 25 Section 4. Resignation

26
27 A. Any employee desiring to resign from his/her position shall file a letter
28 of resignation with the Superintendent of Schools at least ten (10)
29 working days prior to the effective date of such resignation.

30
31 B. Any employee who resigns from his/her position in the manner herein
32 described, maintains his/her rights to all earned vacation and sick time
33 payments as outlined in Article 21 and Article 23.

34 35 Section 5. Deductions

36
37 The Board agrees to make available to all employees covered by this
38 Agreement any payroll deduction services which are available through the
39 Board such as savings bonds, Credit Union, etc.

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Section 6. Continuing Education

The Board agrees to pay the full tuition fee for any employee who attends and completes a Board approved workshop, in-service training seminar, self-improvement course, or other job related training which is of such a nature specifically designed to provide on the job improvement.

Section 7. Physical Examination

A. The Board agrees to pay the full cost of any physical examination by the Board's selected physician which is required of either a newly hired employee or any other employee of the Board. Evidence of passing the physical must be submitted to the Board within one (1) week of accepting the job in order to continue employment.

B. Prior to the opening of school each year, each unit member will be required to pass a physical examination administered by the school physician. If the member chooses to consult a private physician, the Board will reimburse to the employee an amount not to exceed that paid to the school physician.

C. It shall be the responsibility of the employer to schedule the initial visitation at a time when most employees are on duty. Employees unable to meet that schedule shall be responsible for scheduling an appointment at a time other than during their working hours.

D. Each member shall be given the same examination.

Section 8. Emergency School Closing

A. Whenever school is closed due to severe weather or other emergencies, and the employee is unable to report for work as scheduled, the employee shall notify his/her supervisor of that fact, and the employee shall then be paid his/her normal day's pay even though no work is performed by the employee.

B. All members shall report to their regular shifts once conditions permit.

1 Section 9. Mileage

2
3 Employees who are requested to use their own personal vehicle for carrying
4 out the responsibilities for the Board shall be reimbursed for their mileage at
5 the IRS' established rate per mile.

6
7 Section 10. Substitutes

8
9 Whenever any employee including skilled maintenance, leaders, custodial/
10 maintenance, grounds keeper and maintenance, grounds keeper and
11 maintenance assistant, head transportation mechanic and assistant
12 transportation mechanic is off the job due to specified circumstances and it
13 is not feasible to work the regular employees on an overtime basis to cover
14 such absence, the Board may assign a substitute employee to the absent
15 employee's job, after the present employees within the district who are not
16 working full time have been given the opportunity to increase their hours.

17
18 Section 11. Staffing

19
20 There shall not be less than two (2) employees assigned to work in one (1)
21 building on any shift. This provision would not apply in cases where the
22 Board is not given ample notice in order to cover the job, or in cases where
23 there is regularly assigned one (1) employee to the shift in that building.
24 Consideration shall be given to the safety factor when assigning employees to
25 overtime work.

26
27 Section 12. Activities Calendar

28
29 Each building shall be furnished with an activities calendar, which the
30 Board shall keep updated in order that the assigned employee(s) in that
31 building will have the proper time and information to prepare and maintain
32 the facilities for that scheduled activity.

33
34 Section 13. Scheduled Activities

35
36 A. When an activity is scheduled, the employee(s) who will be responsible
37 for servicing that activity shall be notified in advance as to the specific
38 duties that are to be performed in servicing the activity.

1 B. When Board fund raising projects are scheduled for times when no
2 custodians are regularly assigned to work, custodians shall be needed
3 only to open and close the building. The custodian assigned shall be
4 paid a minimum of three (3) hours of straight pay for this responsibility.
5 If the Board should require custodial services for the entire time of the
6 activity, the custodian shall be paid the appropriate overtime rate. The
7 Board shall determine the number of custodians needed for the activity.
8

9 Section 14. Uniforms
10

11 The Board shall provide each unit member with a minimum of five (5)
12 uniforms to be worn and maintained by the employee. Uniforms in both
13 men's and women's apparel shall be made available. Each employee shall
14 receive three (3) new uniforms per year.
15

16 Section 15. Negotiations
17

18 Members of the negotiating team may attend negotiating meetings with the
19 Board without loss of pay.
20

21 **Article 26**

22 **Jury Duty**
23

24 Employees requested to appear for jury duty qualification or services shall
25 receive their pay from the Board for such time lost as a result of such
26 appearance or service, less any compensation received for such jury service
27 from the courts. In the event that an employee is subpoenaed as a witness
28 in any case connected with the employee's employment with the Board, the
29 employee will be paid his/her full pay. Travel and meal allowance will not be
30 considered as compensation. In the event that such jury duty extends into
31 an employee's normal work hours, that employee shall not be required to
32 work on that day. The employee shall notify the Board of his/her availability
33 upon completion of jury duty. In the event that an employee who is on jury
34 duty is available to report to work on that day, such employee will notify the
35 Board by no later than two (2) hours prior to the employee's scheduled
36 starting time on the job.
37
38
39

1 **Article 27**

2 **Classification And Compensation**

3
4 The parties hereto agree that the employees covered by this Agreement shall
5 be considered engaged in the type of work and classification as set forth in
6 Schedule A attached hereto and made a part hereof by reference.
7

8 **Article 28**

9 **Binding Effective Agreement**

10
11 This Agreement shall be binding upon the parties hereto, their successors
12 and assigns.
13

14 **Article 29**

15 **Scope, Waiver, And Alteration Of Agreement**

16
17 Section 1. Scope

18
19 No agreement, alteration, understanding, variation, waiver or modification of
20 any of the terms or conditions or covenants contained herein shall be made
21 by any employee or group of employees with the Board, unless executed in
22 writing between the parties hereto and the same has been ratified by the
23 Union and the Board.
24

25 Section 2. Waiver

26
27 The waiver or breach of any condition of this Agreement by either party shall
28 not constitute a precedent in the future enforcement of the terms and
29 conditions herein.
30

31 Section 3. Alteration of Agreement

32
33 If any Article or Section of this Agreement or any supplement thereto should
34 be held invalid by operation of law or by any competent jurisdiction or
35 tribunal, or if compliance with or enforcement of an Article or Section of this
36 Agreement should be restrained by such tribunal, the remainder of this
37 Agreement shall not be affected thereby, and the parties shall enter into
38 immediate collective bargaining negotiations for the purpose of arriving at a
39 mutually satisfactory replacement for such Article or Section.

1 **Article 30**

2 **Termination And Modification**

3
4 A. This Agreement shall continue in full force and effect until June 30,
5 2007.

6
7 B. If either party desires to terminate this Agreement, it shall, ninety (90)
8 calendar days prior to the termination date, give written notice of
9 termination. If neither party shall give notice of termination, or
10 withdraws the same prior to the termination date of this Agreement, it
11 shall continue in full force and effect from year to year thereafter,
12 subject to notice of termination by either party on ninety (90) calendar
13 days written notice prior to the current year of termination.

14
15 C. If either party desires to modify or change this Agreement, it shall,
16 ninety (90) calendar days prior to the termination date, or any
17 subsequent termination date, give written notice of amendment, in
18 which event the notice of amendment shall set forth the nature of the
19 amendments desired. If notice of amendment of this Agreement has
20 been given in accordance with this paragraph, this Agreement may be
21 terminated by either party on ten (10) calendar days written notice of
22 termination. Any amendments that may be agreed upon shall become
23 and be a part of this Agreement.

24
25 D. Notice of termination or modification shall be in writing and shall be
26 sufficient if sent by certified mail to the J.E.S.P.A., Michigan Education
27 Association, 14930 LaPlaisance Rd, Suite 115, Monroe, Michigan
28 48161, and if to the Board, addressed to the Jefferson Schools, 2400 N.
29 Dixie Highway, Monroe, Michigan 48162, or to any other address the
30 Union or the Board may make available to each other.

31
32 E. The effective date of this Agreement is July 1, 2003 through June 30,
33 2007.

SCHEDULE A

2001-2002	Step 5	Step 4	Step 3	Step 2	Step 1
Transportation Mechanic	\$ 23.70	\$ 22.52	\$ 21.34	\$ 20.16	\$ 18.96
Skilled Maintenance	\$ 21.40	\$ 20.33	\$ 19.26	\$ 18.19	\$ 17.12
Asst. Transportation Mechanic	\$ 21.38	\$ 20.31	\$ 19.24	\$ 18.17	\$ 17.11
Gen. Maintenance Asst. / Custodial	\$ 20.23	\$ 19.22	\$ 18.21	\$ 17.20	\$ 16.19
Leader	\$ 19.07	\$ 18.13	\$ 17.17	\$ 16.22	\$ 15.26
Grounds Keeper / Maintenance	\$ 19.07	\$ 18.13	\$ 17.17	\$ 16.22	\$ 15.26
Custodial / Maintenance	\$ 17.54	\$ 16.67	\$ 15.79	\$ 14.91	\$ 14.04
Assistant Grounds Keeper / Maintenance	\$ 17.54	\$ 16.67	\$ 15.79	\$ 14.91	\$ 14.04

2002-2003	Step 5	Step 4	Step 3	Step 2	Step 1
Transportation Mechanic	\$ 23.94	\$ 22.75	\$ 21.55	\$ 20.36	\$ 19.15
Skilled Maintenance	\$ 21.61	\$ 20.53	\$ 19.45	\$ 18.37	\$ 17.29
Asst. Transportation Mechanic	\$ 21.59	\$ 20.51	\$ 19.43	\$ 18.35	\$ 17.28
Gen. Maintenance Asst. / Custodial	\$ 20.43	\$ 19.41	\$ 18.39	\$ 17.37	\$ 16.35
Leader	\$ 19.26	\$ 18.31	\$ 17.34	\$ 16.38	\$ 15.41
Grounds Keeper / Maintenance	\$ 19.26	\$ 18.31	\$ 17.34	\$ 16.38	\$ 15.41
Custodial / Maintenance	\$ 17.72	\$ 16.83	\$ 15.95	\$ 15.06	\$ 14.18
Assistant Grounds Keeper / Maintenance	\$ 17.72	\$ 16.83	\$ 15.95	\$ 15.06	\$ 14.18

2003-2004	Step 5	Step 4	Step 3	Step 2	Step 1
Transportation Mechanic	\$ 23.94	\$ 22.75	\$ 21.55	\$ 20.36	\$ 19.15
Skilled Maintenance	\$ 21.61	\$ 20.53	\$ 19.45	\$ 18.37	\$ 17.29
Asst. Transportation Mechanic	\$ 21.59	\$ 20.51	\$ 19.43	\$ 18.35	\$ 17.28
Gen. Maintenance Asst. / Custodial	\$ 20.43	\$ 19.41	\$ 18.39	\$ 17.37	\$ 16.35
Leader	\$ 19.26	\$ 18.31	\$ 17.34	\$ 16.38	\$ 15.41
Grounds Keeper / Maintenance	\$ 19.26	\$ 18.31	\$ 17.34	\$ 16.38	\$ 15.41
Custodial / Maintenance	\$ 17.72	\$ 16.83	\$ 15.95	\$ 15.06	\$ 14.18
Assistant Grounds Keeper / Maintenance	\$ 17.72	\$ 16.83	\$ 15.95	\$ 15.06	\$ 14.18

2004-2005	Step 5	Step 4	Step 3	Step 2	Step 1
Transportation Mechanic	\$ 23.94	\$ 22.75	\$ 21.55	\$ 20.36	\$ 19.15
Skilled Maintenance	\$ 21.61	\$ 20.53	\$ 19.45	\$ 18.37	\$ 17.29
Asst. Transportation Mechanic	\$ 21.59	\$ 20.51	\$ 19.43	\$ 18.35	\$ 17.28
Gen. Maintenance Asst. / Custodial	\$ 20.43	\$ 19.41	\$ 18.39	\$ 17.37	\$ 16.35
Leader	\$ 19.26	\$ 18.31	\$ 17.34	\$ 16.38	\$ 15.41
Grounds Keeper / Maintenance	\$ 19.26	\$ 18.31	\$ 17.34	\$ 16.38	\$ 15.41
Custodial / Maintenance	\$ 17.72	\$ 16.83	\$ 15.95	\$ 15.06	\$ 14.18
Assistant Grounds Keeper / Maintenance	\$ 17.72	\$ 16.83	\$ 15.95	\$ 15.06	\$ 14.18

2005-2006	Step 5	Step 4	Step 3	Step 2	Step 1
Transportation Mechanic	\$ 23.94	\$ 22.75	\$ 21.55	\$ 20.36	\$ 19.15
Skilled Maintenance	\$ 21.61	\$ 20.53	\$ 19.45	\$ 18.37	\$ 17.29
Asst. Transportation Mechanic	\$ 21.59	\$ 20.51	\$ 19.43	\$ 18.35	\$ 17.28
Gen. Maintenance Asst. / Custodial	\$ 20.43	\$ 19.41	\$ 18.39	\$ 17.37	\$ 16.35
Leader	\$ 19.26	\$ 18.31	\$ 17.34	\$ 16.38	\$ 15.41
Grounds Keeper / Maintenance	\$ 19.26	\$ 18.31	\$ 17.34	\$ 16.38	\$ 15.41
Custodial / Maintenance	\$ 17.72	\$ 16.83	\$ 15.95	\$ 15.06	\$ 14.18
Assistant Grounds Keeper / Maintenance	\$ 17.72	\$ 16.83	\$ 15.95	\$ 15.06	\$ 14.18

2006-2007	Step 5	Step 4	Step 3	Step 2	Step 1
Transportation Mechanic	\$ 23.94	\$ 22.75	\$ 21.55	\$ 20.36	\$ 19.15
Skilled Maintenance	\$ 21.61	\$ 20.53	\$ 19.45	\$ 18.37	\$ 17.29
Asst. Transportation Mechanic	\$ 21.59	\$ 20.51	\$ 19.43	\$ 18.35	\$ 17.28
Gen. Maintenance Asst. / Custodial	\$ 20.43	\$ 19.41	\$ 18.39	\$ 17.37	\$ 16.35
Leader	\$ 19.26	\$ 18.31	\$ 17.34	\$ 16.38	\$ 15.41
Grounds Keeper / Maintenance	\$ 19.26	\$ 18.31	\$ 17.34	\$ 16.38	\$ 15.41
Custodial / Maintenance	\$ 17.72	\$ 16.83	\$ 15.95	\$ 15.06	\$ 14.18
Assistant Grounds Keeper / Maintenance	\$ 17.72	\$ 16.83	\$ 15.95	\$ 15.06	\$ 14.18

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Any employee hired prior to July 1, 1998 shall be grandfathered at Step 5.

A. Grounds Keepers (Asst. only) shall be moved at the discretion of the Administration to either an assistant to skilled maintenance or to a custodial shift. The pay rate will be that of custodian/maintenance.

B. Personnel in Skilled Maintenance and General Maintenance Assistant/Custodian shall receive an annual tool allowance of \$125 and \$75, respectively.

Schedule B

JEFFERSON SCHOOLS

2004-2005 District Calendar

= Holidays / Vacations
 = Dates of Importance
 = Inservice Day

8/25	First Day of School (students)	1/17	Semester Break
9/3-6	Labor Day Break	2/21	Winter Break
10/20	Countywide In-service Day (Teachers only)	3/25-4/1	Easter Break
11/25-26	Thanksgiving Break	5/30	Memorial Day
12/20-12/31	Christmas Break	6-7 & 6-8	Half Day Students
Inservice Dates	8-23, 8-24, 10-20, 2-22, 3-24,	8-23,	New Teacher Day

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Notes:

(1) The number appearing to the left of each month represents the number of days available for instruction.

Schedule B

Jefferson Schools 2005-2006 District Calendar

= Holidays / Vacations

= Dates of Importance

= Inservice Day

8/24 First Day of School (students)

9/2-5 Labor Day Break

10/19 Countywide In-service Day (Teachers only)

11/24-25 Thanksgiving Break

12/21-1/3 Christmas Break

Inservice Dates 8-22, 8-23, 10-19, 3-14, 5-11

1/16 Semester Break

2/20 Winter Break

4/14-4/21 Easter Break

5/29 Memorial Day

6-6 & 6-7 Half Day Students

8-22, New Teacher Day

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Notes:

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Schedule B

Jefferson Schools 2006-2007 District Calendar

= Holidays / Vacations
 = Dates of Importance
 = Inservice Day

8/29	First Day of School (students)	1/22	Semester Break
9/1-4	Labor Day Break	2/19	Winter Break
10/18	Countywide In-service Day (Teachers only)	4/6-4/13	Easter Break
11/23-24	Thanksgiving Break	5/28	Memorial Day
12/20-1/2	Christmas Break	6-11 & 6-12	Half Day Students
Inservice Dates	8-25, 8-28, 10-18, 3-20, 5-10,	8-25,	New Teacher Day

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Notes:

(1) The number appearing to the left of each month represents the number of days available for instruction.

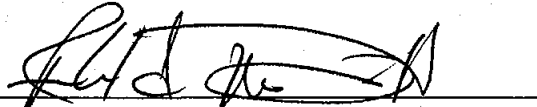
1
2 **Duration of Agreement**
3


4 This Agreement shall be effective as of July 1, 2003 and shall continue in effect
5 until the end of the contract year June 30, 2007. The Agreement shall not be
6 extended orally, and it is expressly understood that it shall expire on that date
7 indicated.

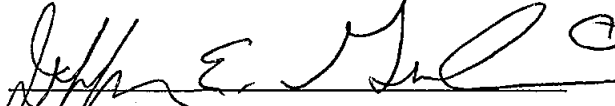
8
9 IN WITNESS WHEREOF: the parties hereto have caused this instrument to
10 be executed.

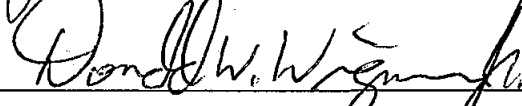
11
12 JEFFERSON SCHOOLS
13 BOARD OF EDUCATION

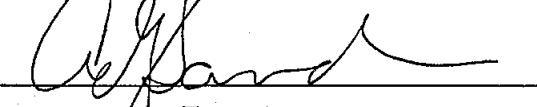
14 JEFFERSON EDUCATION
15 SUPPORT PERSONNEL
16 ASSOCIATION-MEA/NEA

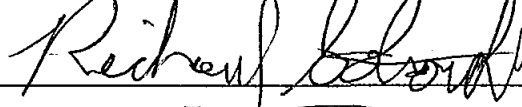
17 
18 _____
19 President


17 
18 _____
19 President

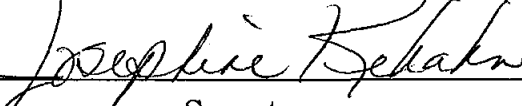
20 
21 _____
22 Vice-President

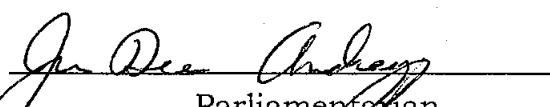
20 
21 _____
22 Vice President

23 
24 _____
25 Treasurer

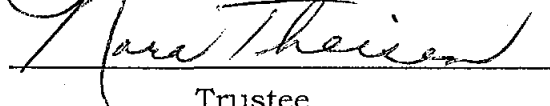
23 
24 _____
25 Treasurer

26 
27 _____
28 Secretary

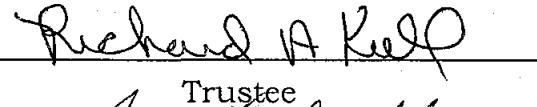
26 
27 _____
28 Secretary

29 
30 _____
31 Parliamentarian

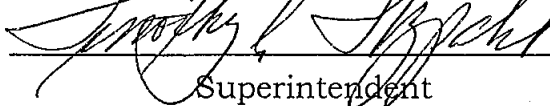
29 _____
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31 
32 _____
33 Trustee

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35 _____
36 Trustee

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37 
38 _____
39 Superintendent