

**AGREEMENT BETWEEN
ST. JOHNS PUBLIC SCHOOLS
AND**

St. Johns Public Schools Maintenance and Custodial Association

July 1, 2020 – June 30, 2022

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AGREEMENT

This Agreement is entered into this December 14, 2020 by and between the Board of Education of the St. Johns Public Schools (hereinafter referred to as the Employer), **St. Johns Public Schools Maintenance and Custodial Association** (hereinafter referred to as the Association)

PREAMBLE

WHEREAS, the Employer and the Association have entered into good faith negotiations and reached agreement upon wages, hours, and other terms and conditions of employment;

The Employer and the Association do hereby set forth and memorialize this as their full agreement.

ARTICLE I
RECOGNITION

- A. Pursuant to Act 379, Public Acts of 1965, as amended, the St. Johns Public Schools Board of Education (hereinafter referred to as the Board) recognizes the St. Johns Public Schools Maintenance and Custodial Work Force (hereinafter referred to as the Association) as the sole and exclusive bargaining agent for the employees of the bargaining unit defined as:

All full-time Custodial and Maintenance personnel, excluding supervisors and all others.

- B. The term employee singular or plural, when used hereinafter in this Agreement shall mean a member of the bargaining unit as defined hereinabove, provided that provisions of this Agreement can have limited applicability to certain groups of employees in the bargaining unit by use of an appropriate designating term preceding the term employee. References to one gender shall include the other.
- D. The Employer agrees, pursuant to its obligations according to State and Federal law, not to discriminate against any Employee on the basis of race, color, creed, national origin, age, sex, disability, marital status, height, weight, religion, political affiliation.

ARTICLE II
RIGHTS OF THE EMPLOYER

It is agreed that the employer hereby retains and reserved unto itself, without limitation all the powers, rights, authority, duties and responsibilities enumerated in the school Code and conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States, including, and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities of work of its employees.
2. Hire all employees and determine the qualifications and conditions of initial and continued employment.
3. Promote, transfer, and assign all employees.
4. Determine the size of the work force, and to expand or reduce the work force.
5. Establish, eliminate, continue or revise any personnel and employment policies and/or work rules and regulations.
6. Dismiss, demote and discipline non-probationary employees with cause.
7. Establish, modify or change any work, business or school schedules, hours or days.
8. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, establish standards of operation and performance, and determine the means, methods and processes of performing and/or accomplishing the work to be done, including the assignment and distribution of tasks and work among any of its work force.
9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

The exercise of foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III
RULES, DISCIPLINE AND DISCHARGE

Rules. The Employer shall have the right to establish and enforce reasonable rules of employee conduct which, when published, posted, or otherwise communicated to employees, shall be observed. In addition to such rules, all employees are expected to abide by the provisions of this Agreement, and in situations not covered by this Agreement or by rules, by reasonable conduct under the circumstances.

Discipline and Discharge. An employee with unit seniority will not be disciplined or discharged without just cause. If an employee with unit seniority is disciplined by a warning, suspension, discharge, or other disciplinary action, any challenge to such discipline must be initiated under the Grievance Procedure by delivering a written grievance to the Employer within two (2) working days after the employee is notified of the discipline, or at Step 3 in cases of discharge. "Working days" are Monday through Friday inclusive, but excluding any day recognized as Holidays under this Agreement. The totality of the employee's record may be considered for discharge purposes only.

For the purpose of discipline and discharge, the Employer will give consideration to the principle of corrective discipline where applicable. There are four (4) levels of corrective discipline which may be used: verbal warning, written warning, unpaid disciplinary suspension and termination. Depending upon the circumstances, the Employer may by-pass or modify one or more such steps.

Disciplinary Suspension. If the Employer has reason to believe that an employee is subject to disciplinary action, the Employer may place the employee on non-disciplinary, administrative leave for a reasonable period of time pending an investigation. Such an investigatory suspension will not normally exceed five (5) working days, as defined in Article X. If the Employer's investigation does not result in discipline being imposed, the employee will be made whole for time lost due to the investigatory suspension.

- A. It is agreed that the Employer has just cause to discharge any Employee who:
1. is convicted of any felony or circuit court misdemeanor
 2. is convicted of a felony involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the Employer
 3. is absent for three (3) consecutive days without notifying the Employer. In proper cases, exceptions shall be made
 4. does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exception shall be made.
 5. does not return from sick leave and leaves of absence (shall be treated the same as #3.
 6. is under the influence of intoxicants or drugs

7. consumes or sell intoxicants or drugs on St. Johns Public School's property
8. bring intoxicants or drugs onto St. Johns Public School's property
9. steals St. Johns Public School's property
10. duplicates School District issued keys
11. intentionally falsifies records
12. commits an aggravated assault or battery
13. carries a lethal weapon onto St. Johns Public Schools property
14. violates any child protection law
15. sexually harasses a student

These offenses are illustrations that may constitute basis for discharge,

- B. (Note: Items A14 and A15 shall be defined by state law, Board policy, or administrative regulation.) In case of discharge, the Employer shall send written notification to the Chairperson of the Association and the employee at the employee's last known address that seniority has been lost and employment has been terminated.

ARTICLE IV
RESIGNATION

- A. Any employee desiring to resign shall file a letter or resignation with the Director of Operations at least ten (10) working days prior to the effective date.

- B. Any employee who resigns from a position in the manner described in paragraph (A) of the Article maintains the right to earned vacation time.

ARTICLE V
EMPLOYEE RESPONSIBILITIES

Employees are responsible for reporting to work physically, mentally and emotionally fit to perform the duties of their jobs. All employees shall fully, faithfully and properly perform the duties of their employment.

ARTICLE VI **SENIORITY**

Probationary Period. A newly hired employee shall be on probationary status for the first sixty (60) working days of employment. An employee's probationary period may be extended by mutual agreement, but not to exceed forty (40) additional work days. Benefits will start on hire date. Probationary employees, who are absent on scheduled work days must work additional days equal to the number of days absent. At any time prior to the completion of the probationary period, the employee may be dismissed without cause by the Employer.

Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire. A probationary employee shall receive paid leave or holiday pay during their probationary period. Should the employee be dismissed or not complete the probationary period, these paid leaves and/or holidays will be deducted from any remaining paychecks.

Definition of Seniority. Seniority shall accrue in the bargaining unit based upon the years of continuous employment spent in a classification from the employee's most recent date of hire. Part-time and partial year employees shall accrue seniority on a prorated basis according to the time worked in relation to a full-time, full-year employee. Time on leaves of absence and/or layoff shall not constitute a break of continuous employment. Seniority shall be lost by an employee by resignation, retirement, termination, quit or abandonment.

In the event more than one employee has the same length of service, the date of hire, seniority ranking shall determine ranking those employees in order of the highest four digit numbers taken from the last four digits of each employee's social security number.

Transfer to Non-Bargaining Unit Position. Seniority shall be retained within bargaining unit for an employee who transfers to either a supervisory position, a confidential position, or a position in a classification outside the bargaining unit with that employee having the right to exercise the seniority that they had accumulated within the bargaining unit in the event that such employee voluntarily vacates either their supervisory, confidential position, or position in another classification, and returns to the bargaining unit.

Seniority List. An updated seniority list shall be provided upon request.

Loss of Seniority. An employee will lose seniority, be removed from the seniority list, and for reasons (A) to (G) will be terminated for the following reasons:

- (A) If the employee quits, is discharged for just cause, or retires.
- (B) If the employee is laid off for a continuous period equal to the length of his/her seniority accrued as of the date of layoff (not to exceed two (2) years).
- (C) If the employee fails, without good cause, to return to work within three (3) working days after being notified by the Employer at the last address shown on the Employer's records.
- (D) If the employee fails, without good cause, to report for work on the first day following expiration of a written leave of absence, unless that employee obtains a written continuation of leave one (1) prior to that day.
- (E) If the employee, without good cause, is absent one (1) working day without properly notifying the Employer of the reason for such absence.
- (F) If the employee accepts or continues employment elsewhere while on an approved leave of absence.
- (G) If an employee is on a disability leave for a continuous period equal to the length of his/her seniority accrued as of the date the disability leave began (not to exceed one (1) year).

ARTICLE VII
LAYOFF AND RECALL

LAYOFF

A. When the Employer decides to reduce the number of employees within a seniority classification, employees shall be reduced in order of least seniority within the classification being reduced, provided there are remaining more senior employees within the classification who are qualified and able to perform all the job duties of the less senior employees being reduced. Employees reduced from a classification shall, be retained in positions in lower skill level classifications, provided the reduced employees are qualified and possess the skills and ability necessary to perform all the job duties of employees in the lower skill level classification with less cumulative seniority in the bargaining unit.

In any reduction of staff or an elimination of a position, management will use bargaining unit seniority as follows:

1. As a general philosophy, the parties agree that a displaced employee shall have the right:
 - A. First to displace the least senior person in the same classification on the same shift with equal hours, provided:
 1. the employee possesses the necessary qualifications, and
 2. the employee displaced is junior in bargaining unit seniority
 3. Wages will follow Appendix A-1 & A-2 in least senior classification.
 4. Shift will be determined by the following job duties: Ranked in order:
 - i. Day Custodians
 - ii. Split Shift Custodians
 - iii. 2nd Shift Custodians
2. For displaced skill trades and custodial employees, the following additional steps shall pursued in the order presented:
 - A. The total number of persons eligible to displace employees in the subject classification shall be determined. That number and up to four (4) additional positions (if available) held are the least senior employees with equal hours on the same shift.
 - B. Second, if not qualified for the positions specified above, to displace the least senior person holding a position in the next lower classification on another shift with equal hours, provided

1. The employee possesses the necessary qualifications
2. The employee displaced is junior in bargaining unit seniority.

3. If an employee is eligible to displace an employee in a custodial position he/she shall have the following additional rights upon layoff:

- a. The total number of persons eligible to displace employees in the subject classification shall be determined. That number, plus four (4) additional positions (if available) held are the least senior employees with equal hours in the subject classification will be determined and placed into a "bumping pool."
- b. The most senior displaced employee will be offered the first opportunity to select a position in the "bumping pool," in lieu of accepting layoff
- c. Similar, each of the remaining displaced employees will be allowed to select a position in the "bumping pool," in seniority order.
- d. In all cases, the displaced employee exercising bumping rights must possess the necessary qualifications for the selected position and must be more senior than the employee she/he is bumping.

D. Classification in order of skill level, highest to lowest, are defined as follows:

1. Skilled Trades III
2. Skilled Trades II
3. Skilled Trades I
4. Utility Maintenance
5. Head Custodian - School group leader of three or more full-time equivalent employees
6. Custodians/Day Custodians
7. Split Shift Custodians
8. 2nd Shift Custodians

If a fulltime seniority employee is reduced from Head Custodian or Skilled Trades I, IA, II, IIA or III, they shall replace the least seniority employee in the Unit providing their Unit seniority is greater than the employee being replaced.

If an employee reduced from Skilled Trades I, II, or III, or Head Custodian, Utility Maintenance and has insufficient seniority to remain at work, then such employee shall be laid off.

RECALL.

Recall from layoff shall normally be in inverse order of layoff, provided that an Employee must be qualified and able to perform all of the duties of the position to which recalled. Employees laid off retain seniority rights and will be maintained on a recall list for a period of four (4) years. When recalling laid off employees, the Employer may attempt to notify the employee of recall by telephone first. This attempt will be followed-up by a certified letter, with return receipt requested, to be sent to the employee's address as shown in his/her file at the Board of Education. If the letter is returned undelivered, the Employer will give the Chairperson notice of this fact.

If the employee fails or refuses to return to work within three (3) working days after delivery of recall notice by certified mail at his/her address as shown in his/her file at the Board of Education, or notice to the Chairperson as provided above, he/she shall be considered to have voluntarily quit and his/her name shall be removed from the unit seniority list, unless the time is extended in writing by the Employer.

It is the sole responsibility of each employee to keep his/her current telephone number and address on file on the approved form with the Board of Education.

ARTICLE VIII
VACANCIES

- A. A vacancy is defined as a full-time position in the bargaining unit which is to be filled by the Employer due to a resignation, retirement, quit, discharge, or a newly created position.

- B. Vacancies which arise will be posted on designated bulletin boards for a period of at least seven (7) work days prior to filling the position. During the period of posting and prior to filling the position, the work of the position may be performed by substitute workers or by temporary transfer of an employee.

- C. When two or more bargaining unit members apply for a vacancy and are determined to be equal with regard to training, experience, skills and ability, the employer will give preference to the most senior employee applicant among them, if any. In any position of leadership and/or skilled trade, overall attendance record will also be taken into consideration.

- D. Employees have the option of self-demotion within 30 days of being placed in a new position.

Paragraphs A, B, and C will be followed until it is determined there are no qualified bargaining unit employees. If this should occur the Employer will meet with the Association Representative to share the Employer's plan to fill the vacancy at hand.

ARTICLE IX **WORK HOURS**

Work Hours. Hourly wage rates for the current respective classifications are set forth in Appendix A-1, which is attached to and incorporated into this Agreement.

Each employee shall receive written notice of his/her work schedule. Work schedules shall be subject to change upon written notice to the employee. Work schedules shall specify the scheduled hours to be worked by the employee in the seven (7) day period.

Maintenance/Skill Trade positions will have work schedules with staggered start times to ensure coverage during the day.

Premium Pay. All hours worked in excess of forty (40) worked during the seven (7) day period will be paid at the rate of one and one-half (1-1/2) times the regular rate of the employee.

Overtime Provisions. When the Employer decides that there is additional work available for employees, beyond that specified in the employee's work schedules, it may be offered to employees in the building and classification in which the work arises in order of seniority on a rotation basis for voluntary overtime hours. If interested, employee must notify the maintenance office, prior to the start of the month if they desire to be considered for extra work. Any employee refusing voluntary overtime hours will be credited with the available hours for distribution purposes. When there are no volunteers for the overtime hours, it may be assigned as mandatory overtime to employees in the building and classification in which the work arises in reverse order of seniority on a rotation basis or assigned to other persons at the Employer's discretion. The voluntary and mandatory overtime shall be assigned separately on a rotation basis such that additional hours are distributed as equally as possible within each six (6) month period, (January-June, July-December). Any case of unequal distribution shall be corrected by assignment of the requisite number of additional hours which subsequently arise in the classification and building to the employee until the disparity is corrected. An employee shall notify the Maintenance/Custodial Office at least ten (10) days prior to the beginning of each month to be considered for overtime.

Reporting Pay. Any employee called to work at a time other than his/her scheduled work hours or permitted to come to work at his/her scheduled starting time without being notified by the Employer that the work has been canceled, shall be paid a minimum of two (2) hour reporting pay if not allowed to work.

Overtime will be paid at 1-1/2 one and a half regular rate for employees working over 40 hours during the work week of Monday through Sunday.

Snow plowing, and building opening is not considered reporting time. Skilled Trade positions shall be responsible for snow plowing as needed and scheduled by the Director of Operations.

Breaks. Employees scheduled to work four (4) or more hours in a day shall be provided with a fifteen (15) minute rest period after working two (2) hours and prior to working for four (4) hours. Employees scheduled to work seven (7) or more hours in a day shall be provided with an additional fifteen (15) minute rest period after working six (6) hours and prior to working seven (7) hours. The supervisor shall determine the precise time for the break. Employees shall be provided at least thirty (30) minutes unpaid time for a lunch break for any shift of work more than four (4) consecutive hours in length which shall be scheduled by the supervisor. Rest and lunch periods shall not run concurrently without the express permission of the Director of Operations.

ARTICLE X
HOLIDAY PAY

A. Bargaining unit employees scheduled to work six (6) or more hours per day shall receive their scheduled daily pay for the following holidays which fall within their scheduled work year.

Independence Day - July 4 Labor Day Thanksgiving Day Day after Thanksgiving Day Christmas Eve	Christmas Day New Years Eve New Years Day Good Friday Memorial Day
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Employees required to work on a designated holiday, shall receive their regular rate of pay for all hours worked on that day in addition to receiving holiday pay.

Employees must actually work or be excused on their last scheduled work day before and their first scheduled work day after the holidays. Holidays which fall during an employee's vacation period shall not constitute a vacation day and the employee will receive holiday pay, providing he/she works or is excused the last scheduled work day before and the first scheduled work day after the vacation period.

When the designated holiday falls on a Saturday, the Friday prior to the holiday shall be observed as the holiday. In the event the holiday falls on a Sunday, the Monday after the holiday shall be observed as the holiday. If the Friday before the holiday, or the Monday after the holiday are school session days, the Employer, after consulting with the employee, shall either pay the eligible employees the holiday pay or designate another day off to the eligible employees for the holiday.

If Christmas and New Years Day fall on a Thursday, eligible employees will be given the day after as holidays instead of Christmas Eve and New Years Eve, unless it conflicts with school session days.

ARTICLE XI
VACATION DAYS

A. Employee's vacation days shall be granted to eligible employees according to the schedule of service time as determined on June 30th of each year for use during the next fiscal year. Vacation time is accrued for full year employees and is based on working 12 months. Any month that the employee does not work, excluding contractually excused days will be prorated from the total days earned. All vacations are to be approved by the Director of Operations. Vacations, when school is not in session, will not be held to the 30 days in advance notification standard; but based on already approved vacations and work project requirements.

Time of Service	Vacation Days
Less than one year	5/6 day per month to nearest ½ day
One (1) year but less than six (6) years	10 days
6 years but less than 13 years	15 days
13 years but less than 14 years	16 days
14 years but less than 15 years	17 days
15 years but less than 16 years	19 days
16 years and over	20 days

The Employer may require available vacation to be taken during a common two (2) week vacation period for eligible employees within the same seniority classification. Otherwise, vacation is to be taken at times when school is not in session. Application for vacation must be submitted at least thirty (30) days in advance of the time the employee wants to be off duty. The employee will be notified of vacation approval or denial by their immediate supervisor within five (5) working days after application is made. A maximum of ten (10) days vacation allowance may be accumulated from one fiscal year to the next, but must be used by December 31 of the next year.

ARTICLE XII **BENEFITS**

Any changes to medical and/or dental benefit coverage's must be mutually agreed upon between the Employer and the Association for the life of this Agreement. The intent is that employees' overall benefits provided in these plans when viewed as a whole should be reasonably equivalent to the existing plan(s). Each employee scheduled to work at least 30 hours per week may elect insurance coverage under the fringe benefit plan(s). The medical benefit plan year is from January 1 to December 31. The district's contribution towards the costs of insurance plan, including applicable assessments, taxes and fees, shall not exceed the Public Act 152 limits in place as of January 1st for each year of the contract. The employee shall be responsible for the remaining cost of the insurance coverage selected. Through payroll, the Board shall make a monthly payment of one hundred forty-five dollars (\$145.00) as a cash option in lieu of health insurance for each employee selecting that option.

If the spouse of an employee within this bargaining group is employed by St. Johns Public Schools, the District will provide health, dental and vision coverage to only one of the two employees. The employee without the coverage will be eligible for the cash-in-lieu payments as outlined in the-employee's respective contract.

The district agrees to bid out insurance benefits at any time the Association requests. The district will then present insurance options to the Association membership and give them an opportunity to select the insurance benefit of their choosing, provided that the district cost does not increase.

Upon termination of employment for any reason, benefits will be canceled on the last day of the month last worked. The employee is responsible for any employee insurance contribution owed during this time or has the option to discontinue coverage.

Short Term Disability. Employees will have the option to purchase, with payroll deduction, Short Term Disability insurance, if available with their present insurance carrier, at the employee's expense.

ARTICLE XIII
PERSONAL TIME OFF (PTO)

- A. All employees hired prior to January 1, 1991, may be granted leave with pay at a rate of 1.2 days per month. The PTO time will be granted at the end of month if the employee worked at least one day in the month for use in the subsequent months. The days may be used for personal and family illnesses or for personal business which cannot be adequately handled outside of work hours. When days are used for illness, a doctors' statement confirming the need may be required for periods of absence of three (3) or more consecutive days. The unused days may accumulate from year to year with a limit 200 days (grandfathering in anyone above this number on July 1, 2014).
- B. Employees hired after July 1, 1991, may be granted leave with pay at a rate of 1.0 day per month. The PTO time will be granted at the end of month if the employee worked at least one day in the month for use in the subsequent months. The days may be used for personal and family illnesses or for personal business which cannot be adequately handled outside of work hours. When days are used for illness, a doctor's statement confirming the need may be required for periods of absence of three (3) or more consecutive days. The unused days may accumulate from year to year up to a maximum of 200 days (grandfathering in anyone above this number on July 1, 2014).
1. Any first shift employee absent due to illness or personal emergency shall notify his/her supervisor or appropriate office at least one (1) hour before his/her scheduled shift. Those employees assigned to either second or third shift shall notify his/her supervisor or appropriate office at least two (2) hours before his/her scheduled shift. In proper cases, exceptions may be made.
 2. Unverified absences are those compensable leaves of absence where appropriate documentation (medical statement, funeral notice, etc.) has not been provided upon the employee's return to work. Medical verification of illness may be required where an alleged pattern of absences immediately before or following an employee nonscheduled workday(s) exists or where an employee's attendance record shows excessive absences.
- C. Requests for PTO time shall be made at least (2) days prior to the date requested (except in case of emergency*). An employee desiring to use more than two (2) PTO time consecutively shall make the request to the Director of Operations but not later than two (2) weeks prior to the dates requested, except in a case of emergency. PTO time may not be taken on the day immediately preceding or following days which are scheduled as non-working days in the calendar (i.e. holidays, vacations) except with approval by the Director of Operation.

*An emergency is an unforeseen incident over which the individual has no control and requires immediate attention. The individual should and has made every effort in their power to resolve the situation without taking time off from work. Each case will be decided on its own merit with proper documentation.

- D. Employee shall have the option to use either a vacation, or PTO time for snow days if school is cancelled due to snow or ice, if approved by the Superintendent or the Director of Operations.
- E. Upon death or retirement of an employee scheduled to work six (6) or more hours per day, who has ten (10) or more years of service with the Employer, the employee or his/her estate will be paid up to thirty (30) days of his/her accumulated paid leave days at the following rates:
 - Custodian: \$50 per day for each accumulated paid leave day
 - Skilled Trade Positions: \$75 per day for each accumulated paid leave day
- F. If an employee uses the equivalent of five (5) or fewer PTO days during the fiscal year the employee will receive a one-time payment of \$150 in the second pay of the following July.

ARTICLE XIV
LEAVES OF ABSENCE

A. **Unpaid Leave.** Employees must make application for unpaid leaves of absence to their supervisor. The application shall contain a statement of the purpose and duration of the leave requested. Application shall be made as soon as possible and at least thirty (30) days in advance, except where conditions absolutely preclude advance notice. An application for an unpaid leave of absence for the purposes stated hereinafter shall be granted under the conditions as follows:

1. An employee who is incapacitated or disabled due to physical or mental illness or accidental injury and has exhausted all earned and accumulated paid leave may be granted a medical leave of absence without pay or benefits for the duration of his/her disability up to one (1) year. The application for leave in this instance shall contain a physician's statement describing the employee's condition and prognosis for return to work. Return to work is conditioned upon clearance by a physician acceptable by the Employer that the employee is able to perform all the routine and expected tasks of the job.
2. Unpaid leaves of absence shall be granted to employees to fulfill their military obligations to any branch of the United States armed forces.
3. Family Medical Leave Act – It is understood that the Family Medical Leave Act of 1993 does not abrogate the rights of the parties under this Collective Bargaining Agreement. Where additional benefits are extended by the Act to the employees, those additional benefits will be honored by the district. Where certain employer rights are also granted in connection with those additional benefits, the district shall be free to exercise those rights. To the extent that leave of absences are granted under this contract whether paid or unpaid, it is the intent of the parties that the rights granted thereunder will serve to satisfy the requirements of the Family and Medical Leave Act provisions, to the extent applicable by law. All applications for Family and Medical Leave Act leaves will comply with Board policy.

Leaves of absence for purposes other than those listed hereinabove may be granted by the Employer in its discretion and under conditions it deems appropriate.

B. Return to a position with the Employer shall be subject to the relative seniority rights of the employees in the classification from which the employee took leave. The Employer may use a substitute worker in the position while the employee is on leave. The employee will be returned to the position if held by a substitute worker upon expiration of his/her leave, subject to any reduction in personnel affecting the position.

Bereavement Leave. Each full-time and full-year employee shall be granted up to three (3) days paid leave when a death occurs in the employee's immediate family. Immediate family is defined as the employee's spouse, children, step children, son and daughter-in-law, grandparents and grandchildren, parents, step parents, parents-in-law, grandparents-in-law, brother and sisters, brother and sister-in-law. In the event of the death of the employee's spouse or child, an additional three (3) days chargeable against sick leave may be used.

Jury Duty Leave. An employee who receives a jury duty interview and appearance notice must notify the appropriate office within one (1) school day of such notice. If employees are summoned and report for jury duty, they shall be paid the difference between the amount they receive as a juror and their normal week's pay, provided they make themselves available for work, with their regular work schedule except as noted herein, when not occupied for jury duty. It is understood and agreed that an employee shall be required to report to work on any and all days when not sitting as a juror. To be eligible for jury duty pay differential, the employee must furnish the Employer with a written statement from the appropriate public official listing the amount and dates the employee received pay for jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential and will be subject to disciplinary action.

Employees, other than those on the first shift, may, at their option, work their regular shift in addition to jury duty. The Director must be notified of the decision at least one hour prior to the shift. This option is not available if the jury overlaps with the normal shift time.

An employee on second or third shift has the option of working the first shift during his/her assignment to jury duty.

Contract Negotiations. The bargaining committee will be excused from work to prepare for and attend all negotiation sessions upon supervisor approval. Time spent for this purpose will be treated as hours worked and paid by the Employer during normal scheduled work time. These hours shall not exceed more than 5 hours per week. If the committee needs are greater than 5 working hours, a request to the supervisor will be made.

ARTICLE XV
GRIEVANCE PROCEDURE

- A. The term grievance shall mean any claim, by one (1) or more employees of the Association that there has been a misinterpretation, misapplication, or violation of the express terms of this Agreement.
- B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If an appeal is not taken by the employee within the time limit specified, the grievance shall be deemed settled on the basis of the disposition at the preceding level. In the event the written answer is not submitted in the time specified, the grievance may proceed to the next level. The time limits may, however, be extended by mutual agreement in writing between the Association and the Employer.
- C. An employee having a grievance, or one designated member of a group having a grievance, will state the grievance to their Supervisor. If the Employee so desires, he/she may call for his/her Committee person to be present during the discussion of the grievance. If the Employee is not satisfied with the Supervisor's answer, and the Committee person is not present, the Supervisor will call the Committee person without further discussion. The Committee person and the aggrieved Employee shall have an opportunity to discuss the grievance without the present of the Supervisor. The Supervisor will attempt to settle the grievance verbally in the presence of the Committee person. If agreement is not reached, the following procedure shall apply:
1. Level One
An employee together with his/her Association Representative, within five (5) work days of the occurrence of the event upon which the grievance is based, shall reduce the grievance to writing on the grievance form set forth in Appendix B of this Agreement.
 2. Level Two
Within five (5) work days, from the Supervisor's written answer at Level One, the immediate supervisor will arrange to meet with the Committee person, the Chairperson and the supervisor's supervisor/designee in an effort to resolve it. A written answer shall be due within five (5) work days after such meeting.
 3. Level Three
If the Association is not satisfied with the disposition of the grievance at Level Two, the Chairperson may appeal the decision to the Office of the Superintendent no later than

five (5) work days after the due date for the Level Two answer. Within ten (10) work days of receipt of such appeal, the Superintendent or his/her designee will meet with the Chairperson and the International Representative to discuss the grievance. A written answer shall be due within five (5) work days after such meeting unless extended by mutual agreement.

4. Level Four

If the Association is not satisfied with the disposition of the Grievance at Level Three, it may within ten (10) work days after receiving the decision of the Superintendent, appeal the grievance for mediation through Michigan Department of Licensing and Regulatory Affairs Employment Relations Commission.

Either party may agree to waive Level Four and proceed to Level Five.

The Association and the Employer will present their respective positions to the mediator whereas; the mediator will render a recommendation to the parties for resolution to the matter. A mediator has no authority to render a binding decision.

If the proposed settlement is accepted by the Association and the Employer, the grievance will be resolved and not subject to further appeal. If either party disagrees with the proposed settlement, the Association has the right to proceed to Level Five.

5. Level Five

If the Association is not satisfied with the disposition of the Grievance at Level Four, it may within twenty (20) work days after the decision of the Superintendent refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. An arbitrator shall be selected in accordance with the rules of the American Arbitration Association, except each party shall have the right to peremptorily strike not more than three (3) from the list of arbitrators.

The Employer and the Association shall not be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party. The arbitrator shall have no authority to alter, ignore, modify, add to, or subtract from the terms of this agreement. The arbitrator shall have no authority to make a decision in any case of discharge or discipline of a probationary employee. The arbitrator shall have no authority to make a decision in any matter based upon an interpretation of

any statutory law for which there is an administrative agency created by state or federal statute which has jurisdiction to determine the legal rights of the grievant. Both parties agree to be bound by the award of the arbitrator made within the scope of authority. The fees and expenses of the arbitrator shall be paid as follows:

If the grievance is sustained and the remedy sought by the Association is awarded in full, the Employer shall pay the fees and expenses in full.

If the grievance is denied in full, the Association shall pay the fees and expenses in full.

If the grievance is neither sustained in full, nor denied in full, the fees and expenses of the arbitrator shall be shared equally.

Employees who are necessary participants in an arbitration hearing as an Association representative or witness in the proceedings shall be released from duty without loss of pay for the time necessary to represent or testify as the case may be, provided the hearing is held on the Employer's premises. If the hearing is not held on the Employer's premises, employees may use personal business leave or the Association may reimburse the Employer for necessary substitute costs, unless the Employer initiates the request for the hearing to be held away from its premises. An attempt shall be made to schedule arbitration and attendance of employees at times which will avoid or minimize release from work.

ARTICLE XVI
STRIKE PROHIBITION

The Association recognizes that strikes, as defined by Section I of Public Act 336 of 1947 of Michigan, amended, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by lawful procedures without interruption of work. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Employer by any employees or group of employees which is contrary to law.

ARTICLE XVII
DURATION OF AGREEMENT

A. Entire Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations imposed upon the Employer and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Employer and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. Separation

If any specific provision of the Agreement of any specific application of this Agreement of any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect. The Employer and the Association will meet upon request of either party to renegotiate the provision nullified.

C. Term of Agreement

This Agreement shall become effective on December 14, 2020 and shall remain in effect until June 30, 2022 at 11:59 p.m., and shall continue in effect from year to year thereafter unless either party notifies the other of its desire to terminate, modify, alter, renegotiate change or amend by serving written notice not less than sixty (60) days prior to the termination date. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on June 30, 2022 in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

IN WITNESS WHEREOF the undersigned have affixed their signatures:

ASSOCIATION.

BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Bargaining Committee

By _____
Secretary

By _____
Bargaining Committee

By _____
Superintendent

ARTICLE XVIII
REPRESENTATION

Unit Representatives. For the disposition of grievances, and for the purposes of negotiations, there will be one (1) Custodian person, plus (1) Maintenance person, and (1) alternate committee persons. The Chairperson and each Committee person will act as the Association Representative in a designated area of responsibility.

Each Committee person will have an Alternate to handle the duties of the Committee person(s) only their absence. An Alternate will not handle duties reserved to the Chairperson as such.

The names of all such Association Representatives will be given to the Employer by the Association Chairperson, in writing.

Right to Representation for Discipline. An employee, upon request, shall be entitled to have present a Association representative when the employee is to receive discipline or notice of discharge or when the employee is being questioned regarding a matter for which there is reason to believe that disciplinary action against or discharge of the employee being questioned may result

Time for Processing Grievances. In carrying out the steps of the grievance procedure, it may be necessary for an employee and/or Association Representative to be released from work for the presentation or discussion of a grievance. However, an employee or Association Representative shouldn't leave work for any grievance processing purpose without notifying the immediate supervisor. The request to leave will not be denied or delayed unreasonable, If, in the judgment of the immediate supervisor, the nature of the employee's work requires that it be covered by another employee, the immediate supervisor will arrange for such a replacement employee as promptly as is reasonably possible under circumstances, but in no event longer than 24 working hours. If the Association Representative's business requires that he/she enter another department, the Association Representative is to inform that department's supervisor of his/her presence and the reason for his/her visit.

Any meeting called pursuant to the grievance procedure will be scheduled at a mutually convenient time likely to cause the least disruption of work of the employee(s) involved in the meeting. An employee who is released from his/her work for a meeting the Company (including grievance meetings other than arbitration hearings), or for reasonable amounts of time for investigation of grievances, will be paid his/her regular hourly rate for scheduled work missed because of such Association business.

It is the mutual goal of the parties to achieve the prompt processing of grievances and the fair disposition of them with a minimum loss of work time.

ARTICLE XIX
SUBCONTRACTING

The Employer will discuss, in advance of possible subcontracting, with the Association the impact on bargaining unit employees. During the life of this agreement, the district agrees not to subcontract positions filled by bargaining unit employees.

APPENDIX A-1

(For Employees Hired Prior to January 1, 1991)

Classification	Effective 12/26/2020	Effective 7/1/2021
Skilled Trades I	\$20.10	\$20.50
Skilled Trades III	\$27.60	\$28.15

- Probationary employees shall be paid fifty cents (\$.50) less per hour than the above rates for their respective classification.
- Longevity: Employees will receive an additional ten cents (\$.10) per hour, upon completing five (5) years of service and an additional ten cents (\$.10) per hour, upon completing 10 years of service as determined on June 30th, with payment effective beginning July 1.
- Head custodian/Team Leaders supervising a crew of three or more will receive a premium of one dollar (\$1.00) per hour more than the Custodial II pay level.
- Custodian(s) required to work split shifts where they will be off more than two (2) hours in the middle of an eight (8) hour shift shall receive ten cents (\$.10) per hour premium for all hours worked on the split shift.
- A yearly \$300 stipend will be paid to the licensed Skilled Trades I, II, & III ~~to~~ staff who utilizes their State of Michigan certification or license obtained and maintained outside of work time in the normal course of their work for the district along with staff certified and assigned to pool operator and spraying/pesticide application. This stipend will be paid the first pay period in December of each year.

APPENDIX A-2

(For Employees hired after January 1, 1991) POST – 1991

Classification	Effective 12/26/2020	Effective 7/1/2021
Head Custodian	\$14.00	\$14.25
Custodian	\$13.00	\$13.25
Utility Maintenance	\$14.70	\$15.00
Skilled Trades I	\$20.10	\$20.50
Skilled Trades II	\$20.60	\$21.00

- Probationary employees shall be paid fifty cents (\$.50) less per hour than the above rates for their respective classification.
- Longevity: Employees will receive an additional ten cents (\$.10) per hour, upon completing five (5) years of service and an additional ten cents (\$.10) per hour, upon completing 10 years of service as determined on June 30th, with payment effective beginning July 1.
- Custodian(s) required to work split shifts where they will be off more than two (2) hours in the middle of an eight (8) hour shift shall receive ten cents (\$.10) per hour premium for all hours worked on the split shift.
- Any designated head custodian/Team Leader supervising a crew of three or more will receive one dollar (\$1.00) per hour premium, based on the current custodial rate.
- For the Post Employees, this additional premium will be added to the base yearly rate. The current position holder's salary will be frozen until the salary schedule reflects an increase.
- A yearly \$300 stipend will be paid to the licensed Skilled Trades I, II, & III to staff who utilize their State of Michigan certification or license obtained and maintained outside of work time in the normal course of their work for the district along with staff certified and assigned to pool operator and spraying/pesticide application. This stipend will be paid the first pay period in December of each year.

APPENDIX B

Definition and position location.

Custodian:

- A full-time (6 hours per day or more) full-year employee that will do general cleaning, total floor care; yard work, deliver light maintenance, laundry where required and other custodial duties that are required to maintain a clean, safe and functional building or site.

- Full-time custodial positions will be found at the following locations:

District Delivery

Eureka Elementary

Gateway North Elementary

Oakview South Elementary

Riley Elementary

Middle School

High School

Wilson Center

District Utility Maintenance

One full-time position at Middle School and the High School may be filled by part-time help if the cleaning and building organization requires a larger number of employees at any one time.

Skilled Trades I:

- These employees will be responsible for the general repair and maintenance of the building, equipment and grounds of the district. All facets of medium to heavy repair are included. Employees will also be responsible for plowing as scheduled by the Director of Operations. As a general rule, each employee will be assigned to a number of different specialties but shall not be limited to those.

Skilled Trades II

This employee(s) must be able to do major mechanical repair including refrigeration, Plumbing, HVAC, air-conditioning, and other tasks as assigned. The employee assigned as the head of grounds will be classified as Skilled Trades II. Duties include Preventative Maintenance Mechanic including the operation of boilers, heating and ventilation systems, irrigation systems, plowing and other building/grounds components. Have proven experience in the operation of Tridium controls (or a similar system) and software. The ability to read blueprints, planning various type of layout work, system troubleshooting and energy conservation awareness.

Skilled Trades III:

An employee who carries and maintains a State of Michigan Masters and Contractors license and who voluntarily signs over his contractor's license according to the State Electrical Code to the school district for their use and who meets or exceeds all of the requirements of the Skilled Trades II position.

The rest of the cleaning and maintenance requirements of the district will be done by part-time personnel (5 hours or less) and will not be members of the Bargaining Unit.

Appendix C
ST. JOHNS PUBLIC SCHOOLS
GRIEVANCE REPORT FORM

Maintenance and Custodial Association
(Submit to the supervisor in duplicate)

Name of Grievant _____ Building _____ Date Filed _____

Date Cause of Grievance occurred: _____

Statement of Grievance (Give Relevant Facts and Cite Contract Provisions) _____

Relief Sought: _____

Date of initial oral discussion with Supervisor: _____

Grievant and/or Association Representative: _____

Signature of Grievant _____ Date: _____

Signature of Representative _____ Date: _____

Date of Grievance meeting with Supervisor _____

Disposition by Supervisor: _____

Signature of Supervisor _____ Date: _____

Position of Grievant and/or Association Representative: _____

Signature of Grievant _____ Date: _____

Signature of Representative _____ Date: _____

Date of meeting with Superintendent or his/her designee: _____

Disposition of Grievant and/or Association Representative: _____

Signature of Grievant _____ Date: _____

Signature of Association Representative _____ Date: _____

Demand of Arbitration filed: _____ Date: _____