

AGREEMENT

between

THE MASON PUBLIC SCHOOLS

and

THE MASON CUSTODIAL/MAINTENANCE ASSOCIATION, MEA/NEA

July 1, 2025 – June 30, 2028

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AGREEMENT

between

The Mason Public Schools
(hereinafter referred to as the "**Employer**")

and

The Mason Custodial Maintenance Association, MEA/NEA
(herein after referred to as the "**Union**")

ARTICLE 1 PURPOSE

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE 2 UNION RECOGNITION, UNION SECURITY, EMPLOYEE RIGHTS

Section 1. Union Recognition

- a. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment.
- b. The term "employee" as used herein shall include all Maintenance Personnel, Building Engineers and Custodians employed by the Employer, but specifically excluding all supervisory personnel.

Section 2. Agency Shop

- a. Membership in the Union is not compulsory. Employees have the right to join or not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.
- b. Membership in the Union is separate and distinct from the assumption by an employee of their obligation to compensate the Union for the benefits they receive from representation. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Union. The terms

of this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Union.

Section 3. **Bulletin Boards**

The District shall provide a bulletin board in each building for custodial/maintenance use. The bulletin board shall be for the posting of Union information and other employee information deemed acceptable by the Union.

Section 4. The Association and the employees will be accorded those rights existing under law.

Section 5. The Association and its members shall have the right to hold their meetings in school buildings after working hours provided same shall not conflict with other previously scheduled meetings.

Section 6. The Association shall have the right to use the Employer's computers at reasonable times and when such equipment is not otherwise in use provided that the use of such machines shall be outside of the employee's hours of work. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

Section 7. In response to reasonable written requests, the Employer agrees to furnish information to the Association which the Association requires to administer this Agreement or to formulate contract proposals.

Section 8. The Association shall be entitled to three (3) paid leave days each year for the purpose of conducting Association business provided that the President notifies the Employer at least two (2) weeks in advance. Should a substitute be hired for an absent bargaining unit member, the Association agrees to reimburse the Employer for the cost of said substitute. These days may be used in half or full day increments to minimize impact on work duties.

Section 9. The private and personal life of a bargaining unit member is not within the appropriate concern of the Employer except where the same shall adversely affect the District as a whole or shall adversely affect the bargaining unit member's job performance.

Section 10. A bargaining unit member shall have the right to review the contents of the individual's personnel record at reasonable times and upon reasonable notice to the Employer. A representative of the Association may accompany the bargaining unit member in such review. The Employer reserves the right to exclude from review, confidential communications such as letters of recommendation from other employers, etc.

Section 11. At the beginning of each school year, the District shall provide the following for all active bargaining unit employees:

- a. Name of the employee;
- b. Address;
- c. Phone number;
- d. Length of time in the bargaining unit (to the extent known);
- e. Hire Date
- f. Rate of Pay
- g. Current building that the employee is assigned.

The above information shall be provided within fourteen (14) days for all newly hired employees from the date of hire.

Section 12. Payroll Deduction

- a. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any bargaining unit member and make appropriate remittance for credit union, United Way, MESSA and MEFSA programs as jointly approved between the Employer and the Association and any other plans or programs that may be jointly approved between the Employer and the Association.
- b. The Board agrees to deduct membership dues for the Association from a bargaining unit member's wage upon submission of a voluntary written authorization, in compliance with the Payment of Wages and Fringe Benefits Act, from the bargaining unit member to the Superintendent or their designee.
 - 1. If the bargaining unit employee provides written notice to the superintendent or designee that they are nullifying their authorization from dues deductions, the Board shall have the right to immediately suspend collection of the membership dues for that specific employee.
 - 2. Bargaining unit members who are employed at the start of the school year may elect payroll deduction of dues until the second Friday in September. Bargaining unit members who are hired after the start of the school year will have thirty calendar days to elect for payroll deduction of dues and to submit their written authorization.
 - 3. Deductions will be made in equal amounts from paychecks, as authorized by bargaining unit members, beginning with the second pay following receipt of the voluntary written authorization. Members authorizing dues deductions will have dues deducted up to and including the 21st pay of the contract year.
- c. Upon receipt of authorized payroll deductions of Association dues, assessments, and contributions to the Association, the Board shall transmit these payments promptly to the Michigan Education Association via ACH. Accompanying the distribution of payments will be a report indicating amounts attributable to each bargaining unit member, with the member's name and

employee ID number. The Association will provide a spreadsheet template for the ease of reporting information.

- d. The Board shall not process monies for Political Action Committee donations or other similar funds of the Association or its affiliates.
- e. In the event any individual or entity files any complaint or claim against the Board (which includes its agents, employees, and officers) regarding dues deduction, the Association agrees to indemnify, defend, and hold the Board harmless against all costs, fees, claims, demands, suits, or other forms of liability that may arise out of or by reason of action by the Board for the purpose of complying with the Agreement to deduct Association dues set forth above. Further, the Board shall be held harmless for the assessment and collection of Association dues and the imposition of any penalties related to an employee's non-payment of Association dues. Any alleged violation of this term is not subject to the grievance process.

ARTICLE 3 NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State, and Local laws pertaining to fair employment practices. Further, the Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and gender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category, (collectively, "protected classes") in its programs and activities, including employment opportunities.

ARTICLE 4 VISITATION

After presentation of proper credentials, Officers or accredited Representatives of the Union shall be admitted (upon request by the Union and consent of the Employer) into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances; provided, that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. The Employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including,

but without limiting the generality of the foregoing, the right:

- a. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- b. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion and to promote and transfer all such employees.

Section 2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the authority of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

ARTICLE 6 STRIKE PROHIBITION

The Union recognizes that strikes, as defined by Section I of Public Act 336 of 1947 of Michigan, as amended, are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of education without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any member or group of members, which is contrary to law.

ARTICLE 7 JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency, with the exception of the work that has historically been performed by the Operations Director.

ARTICLE 8 ASSOCIATION REPRESENTATION

Section 1. The employees shall be represented by officers who shall be chosen or selected in a manner determined by the employees and the Union.

Section 2. Reasonable arrangements may be made to allow the officers time off with pay for the purpose of investigating grievances and to attend grievance or other meetings that have been cooperatively scheduled with management by first receiving approval from their supervisor.

Section 3. During their term of office, the President shall be deemed to head the seniority list for the purpose of lay-off and recall only, provided they are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status.

ARTICLE 9 SAFETY PRACTICES

Section 1. The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which are not recognized as a part of the employee's normal job.

Section 2. The employee will also be expected to inform the Employer of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment.

ARTICLE 10 DISCIPLINE DISCHARGE

Section 1. Dismissal, suspension and/or any other disciplinary action with respect to seniority employees shall be only for just and stated causes with the seniority employee having the right to defend himself against any and all charges. Probationary employees, who do not have seniority, are employed 'at will'. When the Employer feels that disciplinary action with respect to a seniority employee is warranted, such action must be initiated within fifteen (15) working days of the occurrence of the condition giving rise to the action, or within fifteen (15) working days of the date that it is reasonable to assume that the Employer first became aware of the condition giving rise to the discipline. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following:

- a. Conduct unbecoming to a school employee such as intoxication, use of illegal drugs or inappropriate job behavior.
- b. Stealing or dishonesty.
- c. Falsification of time cards. (Not to include timekeeping modifications made at the written direction of the supervisor).
- d. Insubordination.
- e. Excessive absenteeism, leaving work without notice to the supervisor, or tardiness.

- f. Willful violation of Employer rules.
- g. Failure to report for work for one (1) day without good and sufficient cause and proper notification.
- h. Failure to report for work from an authorized leave of absence on the agreed upon date.
- i. Misuse of school equipment and/or property.
- j. Commission of a criminal act.
- k. Harassment, sexual or otherwise.

Section 2. The Employer agrees to abide by the principle of progressive and corrective discipline, with the general progression of discipline being: (1.) verbal (documented) warning, (2.) written reprimand, (3.) suspension without pay and (4.) termination. It is recognized that the level of progressive discipline may vary with the seriousness of the offense.

Section 3. The Employer and the Union recognize the purpose of corrective and progressive discipline is to give the employee the opportunity to improve the individual's past performance. Any warning, reprimand or other document of a disciplinary nature placed in an employee's personnel record which does not relate to a reoccurring incident within a one (1) year period from the date of the document, may be removed at the written request of the employee and concurrence of the Director of Human Resources.

Section 4. An Administrator will notify employees of their Weingarten rights before discussing alleged misconduct. The Administrator will provide the employee with an opportunity to obtain or waive association representation prior to discussions or prior to an investigatory interview. Alleged breaches of conduct shall be promptly reported to the employee and to the Association (if the employee elects to utilize association representation).

ARTICLE 11

POSITION POSTING & PROMOTIONAL PROCEDURE

Section 1. Notices of all permanent vacancies in newly created or full-time jobs shall be posted or delivered via email to members and the UniServ Director within five (5) working days from the date of the opening (should the Employer choose to fill the position), and shall include the following description of the position:

- a. Hours

- b. Rate of Pay
- c. Building
- d. Currently assigned areas and duties

Applicants will be advised of the assignment within the building and specific duties associated with the assignment during the interview process.

Employees shall be given five (5) working days from the date of the posting in which to make application to fill the vacancy or the new position. The senior employee making application for a position in the same classification that they currently occupy shall be given preference to fill the vacancy or new position. Results of any standard aptitude test which is administered by the administration will be considered in determining qualifications for open positions. In addition, the Employer shall have the right to consider the work record, the physical fitness of all employees bidding for the job, to assess the knowledge, skills, and abilities of employees bidding for the job, and to use those considerations in applicant selection.

Section 2. A current employee if selected for the job, subject to the above considerations, shall have the right to a ten (10) work day trial period in the new job classification. If the employee is absent during the trial period, the trial period may be extended additional days equal to the number of days the employee was absent and such employee shall not have completed their trial period until these additional days have been worked. During the trial period, the employee may opt to return to their former position or the employer may determine that the employee is not performing the work successfully and the employee will be returned to the prior position.

Section 3. The accepted employee shall be transferred immediately when a replacement for their job is secured in the above manner and they have been adequately trained to perform the duties involved.

Section 4. Any job may be filled without posting for a temporary period of thirty (30) calendar days or less. Temporary jobs lasting more than thirty (30) calendar days will be posted for bidding from interested employees except summer special jobs between May 1 and September 6. Four-hour people will be offered the temporary eight-hour positions, if qualified, before extra help is hired.

Section 5. Any employee temporarily assigned to another position, building or shift, shall be either paid the rate of the position from which they are assigned or the rate of the position to which they are assigned, whichever is higher.

Section 6. At the end of the trial period the successful bidder shall establish their seniority in the new job classification as of their entry date and shall be limited to bidding only for a higher classification position for a period of ninety (90) calendar days after the date of their transfer.

ARTICLE 12

NEW JOBS

- Section 1.** When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the job in question and shall designate the classification and pay rate as temporary. The Employer shall notify the Union President and UniServ Director, in writing, of any such temporary job which has been placed into effect upon the institution of such job.
- Section 2.** The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request, in writing, the Employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the Grievance Procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations or upon resolving the matter through the Grievance Procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.
- Section 3.** The reclassification or renaming of existing bargaining unit positions shall be done by mutual agreement of the parties.

ARTICLE 13

SENIORITY

- Section 1.** A newly hired employee shall be on a probationary status for ninety (90) calendar days taken from and including the first (1st) day of employment within the bargaining unit. If at any time prior to completion of the ninety (90) day calendar probationary period the employee's work performance or attendance is unsatisfactory, they may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first (1st) ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed their probationary period until these additional days have been worked.
- Section 2.** After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits (except insurance benefits) shall be retroactive to the date of hire within the bargaining unit.

Section 3.

Employees shall be laid off, recalled or demoted according to their seniority within the employee's job classification and then seniority within the bargaining unit provided the employee is deemed qualified by the Employer for the position in question. Those with the least seniority shall be laid off first. An employee scheduled to be laid off has the right to be placed in a position for which the individual is qualified as specified below:

- a. If the employee scheduled for layoff possesses sufficient seniority, the individual shall first be assigned to displace the least senior employee on the same shift, if available, and within the same job classification for which the person is qualified;
- b. If displacement cannot occur within the same job classification, the employee, if possessing sufficient seniority, shall be assigned to displace the least senior employee in the next lower pay classification for which the employee is qualified.
- c. A part time employee may only displace a less senior part time employee, only if the individual is deemed qualified for the position by the employer. A full time employee may displace a less senior part time employee in a layoff situation, if deemed qualified by the employer.

An employee shall be given thirty (30) calendar days' notice of intended layoff. Probationary employees shall be laid off first, before any non-probationary employees. Employees may be offered the opportunity for 'voluntary' layoff.

Employees shall be recalled on the basis of seniority; those with the most seniority shall be recalled first to an equivalent vacant position for which they are qualified. Recall rights shall be maintained for one (1) year for employees with up to five years seniority and for two (2) years for employees with more than five (5) years seniority, from the effective date of the layoff. Recall notice shall be sent by certified mail to the address on file with the personnel office. Employees are responsible for providing an accurate address to the employer. Employees who fail to report to work within ten (10) days of the date of sending the recall notice, unless an extension is granted in writing, shall be considered as a voluntary quit regardless of the classification recalled to, and shall thereby terminate the employment relationship with the employer."

Section 4.

An employee will lose their seniority for the following reasons:

- a. The individual resigns from employment or accepts a position outside of the bargaining unit.
- b. The individual is discharged, and the discharge is not reversed.

Section 5.

Seniority shall be retained by an employee who is transferred to a supervisory position for a period of twelve (12) months from the date of promotion, with that

employee having the right to exercise the seniority earned while a member of the bargaining unit and return to the bargaining unit in the event the individual vacates their supervisory position.

Section 6. Upon request, a current seniority list shall be provided to the Union, within five (5) business days. Such list shall contain name, address, date of hire, seniority date, employee's present work location and classification. Seniority in classification shall be as of date of entry into the classification.

ARTICLE 14 LEAVES OF ABSENCE

Section 1. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work may be given a leave of absence without pay and without loss of seniority for the duration of such disability not to exceed twelve (12) months, provided they promptly notifies the Employer of the necessity therefore and provided further that they supply the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.

Section 2. Leaves of absence without pay shall be granted for a reasonable period of time not to exceed twelve (12) months for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house.

Section 3. Leaves of absence without pay must be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.

Section 4. A leave of absence for military service shall be granted in accordance with Act 145 of 1943, as amended; although this Act applies only to teachers, the Board grants these re-employment rights to members of this bargaining unit also (MCL 388.421). The employer shall also meet the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and the Michigan Public Employees Entering Armed Forces Act (Act 263 of 1951, MCL 35.351).

Section 5. Leaves of absence without pay will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations provided such employees make written requests for such leave of absence immediately upon receiving their orders to report for such duty.

Section 6. Any employee in the bargaining unit who is elected or appointed to full-time office in the Union whose duties require their absence from work shall be granted a leave of absence without pay, for the term of such office and shall accumulate seniority

during their term of office and at the end of such term shall be entitled to resume their regular seniority status and all job and recall rights.

Section 7. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

Section 8. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior twelve (12) month period is entitled to twelve (12) work weeks of leave during any twelve (12) month period without pay for one or more of the following reasons:

- a. Due to the birth of the employee's child in order to care for the child;
- b. Due to the placement of a child with the employee for adoption or foster care;
- c. Due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- d. Due to a serious health condition that renders the employee incapable of performing the functions of their job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the custodian's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the custodian. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

Where the Labor Agreement provides more favorable benefits to the employee than the Family and Medical Leave Act, the Labor Agreement shall prevail.

ARTICLE 15 GRIEVANCE PROCEDURE

Section 1. Definitions

- a. A grievance shall be an alleged violation, misinterpretation or misapplication of the express terms of this Contract.
- b. By mutual consent the Employer and the Union may extend, in writing, the time limits of any of the following Grievance Procedure Steps.

- c. Failure of the Union to meet the specified time limits in any of the Steps in the Grievance Procedure eliminates the opportunity to proceed to the next Step or to re-file that grievance. Failure of the Employer to meet the specified time limit automatically gives the Union the right to proceed to the next Step.
- d. Working days shall be defined as Monday through Friday excluding all paid holidays.
- e. Any employee grievance or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

Section 2. **Step One**

- a. Any employee or the Union having a grievance shall within the time limit specified above discuss the grievance informally with the Building Principal and Operations Director and then if the grievance is not settled orally, the employee may request a meeting with the Steward to discuss the grievance.
- b. The Steward or the Union then within five (5) working days of the discussion which the employee had with the Building Principal and Operations Director may submit the grievance in writing to the Operations Director stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged Contract violation.

Section 3. **Step Two**

- a. The Operations Director shall then, within five (5) working days, meet with the Steward and the employee to discuss the grievance.
- b. The Operations Director shall then give their decision in writing within five (5) working days of their meeting with the Steward and the employee.

Section 4. **Step Three**

- a. Any appeal of a decision rendered by the Operations Director shall be presented to the Director of Human Resources within five (5) working days of the receipt of the written decision.
- b. The appeal shall be in writing and state the reason or reasons why the decision of the Operations Director was not acceptable.

- c. The Director of Human Resources or a designate shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) working days following receipt of the appeal.
- d. The Director of Human Resources shall give a decision in writing relative to the grievance within five (5) working days of the meeting with the Business Representative of the Union.

Section 5. **Step Four**

- a. If the decision of the Director of Human Resources or a designate is unsatisfactory, an appeal must be presented in writing within five (5) working days to the Superintendent.
- b. The written appeal must state the reason or reasons why the decision of the Director of Human Resources was unsatisfactory.
- c. The Superintendent shall meet with a Business Representative of the Union at a time mutually agreeable to both parties, but no later than thirty (30) working days from the date of the receipt of the appeal.
- d. The Superintendent shall give a decision in writing relative to the grievance within ten (10) working days of the Business Representative's meeting with the Superintendent.

Section 6. **Step Five**

Individual employees shall not have the right to process a grievance at Step Five.

- a. If the Union is not satisfied with disposition of the grievance at Step Four, it may, within ten (10) working days after the decision of the Superintendent request, by mutual agreement with the Employer, the assistance of a Michigan Employment Relations Commission (MERC) mediator. Such mediation will commence as soon as is practicable. In the event that a MERC mediator is not available within a reasonable time, the parties may mutually agree to utilize a Federal Mediation and Conciliation Service mediator. The Employer and Union may mutually agree to waive mediation. If mediation does not produce a settlement between the parties, the Union may, within fourteen (14) days of an unsuccessful mediation agreement, refer the matter for arbitration to the American Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, they shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to peremptorily strike not more than three (3) names from the list of arbitrators.
- b. Neither party may raise a new defense or ground at Step Five not previously raised or disclosed at other written Steps. Each party shall submit to the other

party not less than three (3) days prior to the Hearing, a Pre-Hearing Statement alleging facts, grounds and defenses which will be proven at the Hearing and hold a Conference at that time in an attempt to settle the grievance.

- c. The decision of the arbitrator shall be final and conclusively binding upon employees, the Board and the Union; subject to the right of the Board or the Union to judicial review as provided by law. Any lawful decision of the Arbitrator shall be forthwith placed into effect.
- d. Powers of the arbitrator are subject to the following limitations, the arbitrator:
 - 1. Shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - 2. Shall have no power to establish salary scales or to change any salary.
 - 3. Shall have no power to change any practice, policy or rule of the Board, nor substitute their judgment for that of the Board or any action taken by the Board, except where a practice, policy, rule or action is in conflict with the express terms of this Agreement.
 - 4. Shall have no power to decide any question, which, under Article V of this Agreement, is within the responsibility of the management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - 5. Shall have no power to interpret State or Federal law.
 - 6. Shall not hear any grievance previously barred from the scope of the Grievance Procedure.
- e. After a case on which the arbitrator is empowered to rule hereunder has been referred, it may not be withdrawn by either party except by mutual consent.
- f. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act on the merits of the case until the arbitrability matter has been determined in writing by the arbitrator or a court of competent jurisdiction. In the event that a case is appealed to the arbitrator on which this individual has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- g. More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

- h. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
 - 1. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) calendar days prior to the date on which the grievance is filed.
 - 2. The time limits provided in this Agreement shall be strictly observed but may be extended by written agreement of the parties.
 - 3. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the life of the Contract may be processed through the Grievance Procedure until resolution.
 - 4. Any back pay award shall be reduced by income received by the employee during time they would otherwise have been working for the district, including any unemployment compensation.

ARTICLE 16 HOURS AND WORK WEEK

Section 1.

- a. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m., Monday and ending one hundred twenty-eight (128) hours thereafter. The exception to this provision is the MHS/MMS split shift custodial position (Tuesday-Saturday).
- b. The normal workday shall be eight (8) consecutive hours. Shift schedules shall be reviewed in July of each year. Employees will be informed of their shift schedules no later than July 31st. Shift schedules shall not be altered during the course of the school year except by mutual agreement of the employee and the Employer.
- c. Employees who are required to work a shift other than their regularly assigned shift will be paid a two (2) hour call-in premium in addition to their regular pay.
- d. Shift alterations which result from the necessity to remove snow shall be exempt from the provisions of this Section. If an employee, whose shift has been altered works beyond eight (8) hours, the individual shall be compensated at time and one-half (1-1/2) for time beyond eight (8) hours.
- e. Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first (1st) four (4) hours worked and one (1) fifteen

(15) minute rest period during the second (2nd) four (4) hours worked per day.

- f. The parties agree that the building schedule may be adjusted to an earlier time period (6:00 a.m. – 2:30 p.m.). Through mutual agreement, flex scheduling may be used to adjust two (2) hours per week for special project work (which must be within the week).

Section 2. Overtime rates will be paid as follows:

- a. Time and one-half (1-1/2) will be paid for all time worked in excess of forty (40) hours in one (1) work week.
- b. Double time (2X) will be paid for all hours worked on Sunday.
- c. For the purpose of computing overtime, only hours worked, snow days (Article 17, Section 5), and paid holidays, not hours paid, will be considered hours for determining eligibility for overtime pay.

Section 3. Whenever an employee is required by the Operations Director, or designee, to return to work for unscheduled work after the completion of their regularly scheduled working hours per day, the employee shall receive pay for the actual time worked at time and one-half (1-1/2) their regular rate or a minimum of two (2) hours pay at the straight time pay, whichever is greater.

Section 4.

- a. Weekday (Monday-Friday) overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work.

If no one in the building wants the overtime, each building will maintain a list of those members outside of the building who are interested in working overtime. If other custodians or building engineers on the list do not want the overtime, maintenance members will be asked.

- b. Weekend (Saturday & Sunday) overtime shall be divided and rotated as equally as possible within the District according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work. If other custodians or building engineers on the list do not want the overtime, maintenance members will be asked.
- c. All overtime must be approved by the Operations Director, or designee. If an employee is asked to work overtime, the member will be given the option of receiving compensatory time off by mutual agreement with the Operations Director (at one and one-half [1 ½] times the amount of overtime) or receiving overtime pay. The employee shall select one (1) of these options before the overtime is worked.

- d. All activities designated through mutual agreement of the Employer and Union as events shall have a custodian on duty at all times. Custodians will be paid for additional required time in connection with such events.

Section 5. Part-time employees will be offered to substitute in the eight (8) hour shift before an outside substitute is called.

Section 6.

- a. No one will be scheduled to work alone on third (3rd) shift.
- b. Shift differential shall apply to employees working on night shift as follows:

Elementary, Middle School, and High School (2nd shift)	-	\$.35
Middle School/High School (Split 1 st -2 nd Tues. – Sat. shift)	-	\$.35
Middle School and High School (3rd shift)	-	\$.40
- c. The shift differentials do not apply to the four (4) hour position at the elementary schools.

ARTICLE 17
SICK LEAVE, FUNERAL LEAVE, AND EMERGENCY CLOSURES

Section 1. Twelve (12) days of leave with pay, to be used for sickness or death, injury, or serious illness in immediate family or personal business as specified in Section 3 will be granted to each employee July 1st of each year of this Agreement. Each 'day' granted will be equal to an employee's regular daily hours on their assigned schedule, whether full-time or part-time. It is to be considered as granted on the basis of one (1) day for each month of service during the year. In the event the employee does not serve the entire year, their leave days will be one (1) day for each full month of service. This leave may accumulate from year to year to an unlimited maximum number of days.

Section 2. Sickness, as used in this article shall include personal physical or mental illness, emotional stress, injury, exposure to a contagious disease, diagnosis, medical care of the employee or a member of the employee's family. An employee may also use sick leave for meetings at their child's school related to the child's health or disability, closure of the member's workplace or child's school or place of care due to a public health emergency, or for the healthcare, relocation, or legal matters when the employee or family member is the victim of domestic violence or sexual assault. Employees may be required to provide a doctor's verification of personal or family illness where abuse is indicated.

A "family member" includes:

- a. a biological, adopted, or foster child, stepchild, or legal ward, a child of a

- domestic partner, or a child to whom the employee stands in loco parentis;
- b. a biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or the employee's spouse or domestic partner, or an individual who stood in loco parentis when the employee was a minor child;
- c. an individual to whom the employee is "legally married under the laws of any state" or a domestic partner;
- d. a grandparent or grandchild;
- e. a biological, foster, or adopted sibling; and
- f. any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

For earned sick leave exceeding three (3) consecutive days, the employer may require reasonable documentation confirming that the leave was used for a permissible purpose. The employee must provide this documentation promptly upon request pursuant to the following guidelines:

- a. Employer-required documentation should not include details about the illness or specifics of the violence.
- b. If documentation is required, the employer must cover any out-of-pocket costs the employee incurs to obtain it.
- c. The employer cannot delay the start of the leave due to a failure to receive documentation.

Section 3.

- a. Each year two (2) of the sick leave days shall be granted for personal business days to take care of urgent business that cannot be otherwise transacted outside work hours and which requires the presence of the employee. The employee shall notify the supervisor, in writing, at least one (1) day in advance, except in case of emergency. The personal business day is not to be used the day immediately preceding or immediately following a vacation or holiday, except in case of an emergency. Additional personal business days may be granted at the discretion of the Superintendent, if accumulated sick leave is available. If abuse is indicated, the employee may be required to provide verification of proper use of the personal business day.
- b. Any employee drawing benefits under Worker's Compensation may elect to be reimbursed the difference between that compensation which they are receiving and their regular salary to the extent of the monetary value of the accumulated paid leave days. Employees who are absent with a compensable work related injury for seven (7) days or less will be paid sick leave which is not deducted from their accumulated sick leave.
- c. Records of sick leave accumulated and taken shall be available to the employee or the Union upon written request.

Section 4.

If at the close of the preceding school year an employee shall not have used more than two (2) sick days (including personal business days) and shall have

accumulated thirty (30) sick leave days, then, in the following year the employee shall be entitled to one (1) "earned day" to be taken at the employee's discretion upon previous notification of at least one (1) school day to the building principal and Operations Director. The principal of each building shall not be obligated to grant more than three (3) such applications on any given day of such earned days. Earned days shall be allowed to accumulate up to a maximum of five (5) days at the rate of one (1) day per year.

Section 5. Maintenance personnel and building engineers are required to report for work when there is an unplanned school closure, unless otherwise directed by the Operations Director. These individuals may take compensatory days for the first two (2) unplanned closure days at a time mutually agreeable with the Operations Director. Assistant building engineers and custodians will not need to report for the first two (2) unplanned closure days of each school year and will be compensated. The Operations Director has the discretion to grant full or partial paid emergency closure days, based on conditions and available work.

Section 6. Earned Sick and Personal Leave is to be used in half or full day increments.

ARTICLE 18 HOLIDAYS

Section 1. The Employer will pay the number of hours equivalent to each employee's assigned daily schedule for the following holidays, even though no work is performed by the employee:

July Fourth (2 days)	Christmas Day
Friday before Labor Day	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving Day	Mid Winter Break Day
Day After Thanksgiving Day	Memorial Day
Christmas Eve Day	

Section 2. Employees required to work on any of the above named holidays shall receive double time (2X) for hours worked in addition to regular holiday pay.

Section 3. If an employee is on vacation on any of the above named holidays, the employee shall be entitled to pay for the holiday and are not required to use vacation time for that holiday date.

Section 4. Employees who are absent due to illness the day before or the day after a holiday may be required to prove their illness with a doctor's excuse in order to receive their holiday pay.

ARTICLE 19 INSURANCE

The board shall remit premiums as presented below to provide all full-time employees health, dental, vision, life and long term disability insurance. The board agrees to pay the cost of health insurance premiums up to the annual 'hard cap' limit that is in place at the start of the medical plan year, as established by MCL 15.563, as amended by 2013 Public Act 270, for health insurance premiums, taxes, and fees, with the employee paying the balance of the cost of health insurance premiums, taxes, and fees via payroll deduction. Employees who do not elect Plan A will select Plan B.

Full time employees hired after July 1, 2009 are only eligible for the single subscriber insurance coverage for the first two (2) years of employment, with the exception of employees regularly assigned to Maintenance classifications. After two (2) years, the individual would be eligible for the two-person or full family coverage. Employees regularly assigned to a Maintenance I, II, or III classification are eligible for single subscriber, two-person, or full family coverage upon hire.

Cash-in-lieu payments are conditional upon the District receiving documentation of other coverage that meets the Affordable Care Act minimum value and coverage requirements.

For the 2025 medical plan year, the Employer shall provide the following plans:

PLAN A

West Michigan Health Insurance Pool, Versatile Plan 3, BCBS PPO \$250/500
(90% plan) Annual Deductible In-Network
Delta Dental Plan or equivalent coverage plan with 80/80/80 \$1,500 Annual
max; \$1,500 Lifetime Orthodontic max
\$25,000 Life Insurance with AD&D
Vision VSP-3 Plan or equivalent coverage

OR

West Michigan Health Insurance Pool, CB PPO Plan 1, BCBS PPO \$500/\$1000
(100% plan) Annual Deductible In-Network
Delta Dental Plan or equivalent coverage plan with 80/80/80 \$1,500 Annual
max; \$1,500 Lifetime Orthodontic max
\$25,000 Life Insurance with AD&D
Vision VSP-3 Plan or equivalent coverage

OR

West Michigan Health Insurance Pool, Flexible Blue 3, BCBS PPO
\$2000/\$4000 Deductible HDHP Annual Deductible In-Network
Delta Dental Plan or equivalent coverage plan with 80/80/80 \$1,500 Annual
max; \$1,500 Lifetime Orthodontic max
\$25,000 Life Insurance with AD&D
Vision VSP-3 Plan or equivalent coverage

PLAN B (No health insurance)

\$250 per month in cash

Delta Dental Plan or equivalent coverage plan with 80/80/80 \$1,500 Annual max; \$1,500 Lifetime Orthodontic max

\$30,000 Life Insurance with AD&D

Vision VSP-3 Plan or equivalent coverage

The parties agree to reopen negotiations biennially, beginning with the 2026 medical plan year, at the request of either party, for the purpose of agreeing on a health insurance carrier, prior to the district's health insurance plan year.

**ARTICLE 20
VACATIONS**

Section 1. Each employee covered by this Agreement, following completion of the probationary period under Article 13, shall receive up to two (2) weeks' vacation with pay (employees not completing a full year of service within the bargaining unit as of July 1st shall have vacation time pro-rated); Employees having completed five (5) years of service three (3) weeks' vacation with pay; ten (10) years of service four (4) weeks' vacation with pay; twenty (20) years of service five (5) weeks vacation with pay. Employees receiving five (5) weeks of vacation shall have three (3) days of vacation scheduled connection to the July Fourth holidays.

Time off for vacation should be prioritized for dates that school is not in session. When school is not in session, no more than one-half of the employees per building may be off at the same time based on bargaining unit seniority. Vacations may be scheduled during the school year by mutual agreement between the employee and the Employer. Two (2) weeks of vacation time may be divided up into as many as ten (10) separate days with approval from the Operations Director.

Requests for vacations during the period July 1 – January 31 are due to the Operations Director by May 31. Any requests for vacations during the period February 1 through June 30 are due by December 31. Requests made after these dates will not be awarded by seniority, but by time available.

Section 2. Employees terminating employment or on a leave of absence shall receive payment for any unused vacation hours. Employees terminating employment are eligible to receive payment for unused vacation hours only if they have completed at least one (1) year of employment within the bargaining unit.

ARTICLE 21 JURY DUTY

Employees requested to appear for jury qualifications or service shall receive their pay from the Employer for such time lost as a result of such appearance for service, less any compensation received for such jury service. Employees who work evening or night shifts and are called for jury duty will be allowed excused, paid time to offset jury duty in extenuating circumstances (trials lasting more than two (2) days).

ARTICLE 22 CLASSIFICATION AND COMPENSATION

Section 1. The parties hereto agree that the employees covered by this Agreement shall be considered in the type of work and classification as set forth on Schedule A, attached hereto and made a part of hereof by reference. Also, in addition, in recognition of service to the district, each employee upon retirement from the Mason Public Schools and under the Michigan Retirement Laws, shall be paid a terminal leave payment of eighty dollars (\$80.00) for each year of service to the district and twenty-five (\$25.00) per day of accumulated sick leave, provided the employee has been employed by the district for at least ten (10) years.

Section 2. In case of involuntary separation due to the loss of positions or privatization, employees with at least ten (10) years of service will be paid eighty dollars (\$80.00) for each year of service to the district and twenty-five (\$25.00) dollars per day for each day of accumulated sick leave.

ARTICLE 23 SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

Section 3. If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining

negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 4. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to bargain and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 24 BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE 25 TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until June 30, 2028.

Section 2. If either party desires to terminate this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.

Section 3. If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days prior to the termination, give notice. Such notice shall be in writing and it shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 4. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail addressed to the Union, Mason Custodial Maintenance Association, MEA, c/o 8-ABF Coordinating Council, 1216 Kendale Boulevard,

East Lansing MI 48823, and if to the Employer, addressed to the Mason Public Schools, 201 W. Ash Street, Suite 2A, Mason, Michigan 48854, or to any other such address the Union or the Employer may make available to each other.

Section 5. The effective date of this Agreement is July 1, 2025.

Section 6. If an emergency financial manager is appointed by the State under PA 4, Fiscal Accountability Act, the emergency manager may reject, modify or terminate the Collective Bargaining Agreement, in accordance with law. This clause is included in this Agreement because it is legally required by State Law.

FOR THE BOARD:
Mason Public Schools



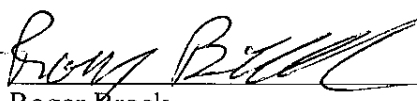
Gary Kinzer,
Superintendent


Rick Brooks,
Director of Human Resources

FOR THE UNION:
Mason Custodial Maintenance Association,
MEA/NEA



Gerald Parsons,
President


Roger Brock,
Vice President

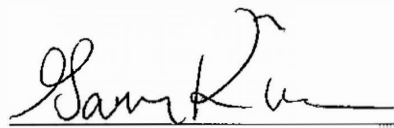
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FOR THE BOARD:
Mason Public Schools

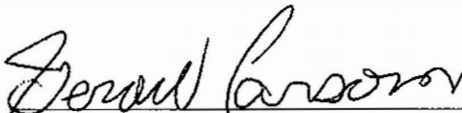


Gary Kinzer,
Superintendent



Rick Brooks,
Director of Human Resources

FOR THE UNION:
Mason Custodial Maintenance Association,
MEA/NEA



Gerald Parsons,
President



Roger Brock,
Vice President

**SCHEDULE A
WAGE SCHEDULE**

Classifications	2025-2026
Maintenance I	\$25.00
Maintenance II	\$24.25
Maintenance III	\$21.00
High School Crew Leader	\$19.98
High School Building Engineer	\$21.46
Middle School Building Engineer	\$20.44
Elementary School Building Engineer	\$19.13
Assistant Building Engineer	\$18.70
Custodian	\$18.25

Classifications	2026-2027
Maintenance I	\$25.75
Maintenance II	\$24.98
Maintenance III	\$21.63
High School Crew Leader	\$20.58
High School Building Engineer	\$22.10
Middle School Building Engineer	\$21.05
Elementary School Building Engineer	\$19.70
Assistant Building Engineer	\$19.26
Custodian	\$18.80

Classifications	2027-2028
Maintenance I	\$26.52
Maintenance II	\$25.73
Maintenance III	\$22.28
High School Crew Leader	\$21.20
High School Building Engineer	\$22.77
Middle School Building Engineer	\$21.68
Elementary School Building Engineer	\$20.30
Assistant Building Engineer	\$19.84
Custodian	\$19.36

Any employee hired prior to July 1, 2009, shall continue to be compensated based on the original salary schedule and shall continue to receive equivalent raise percentages received by the other bargaining unit members each year for the duration of this agreement.

Recognition Committee

A representative from the bargaining unit is to serve on a committee to study an employee recognition program.

Certificate

Employees required by the District to possess licenses/certifications to perform duties in their assigned jobs will receive a one-time payment each contractual year (July 1 – June 30) of \$300. Employees required to possess multiple certificates will receive an additional \$25.00 for each additional certificate. This amount will be paid on the first payday in December of each year.

Longevity Pay

Longevity pay shall be paid according to the following schedule, with each Step based upon the employee's total years of seniority in the bargaining unit as of July 1st (employees having a seniority date falling between July 1st and December 31st shall be granted a full year experience for purposes of longevity pay: Employees having a seniority date falling between January 1st and June 30th shall not receive credit for the fractional part of a year). The longevity pay shall be added to the hourly base rate of the employee.

After five (5) years of service - an additional fifty cents (\$.50) hourly.

After ten (10) years of service - an additional fifty cents (\$.50) hourly.

After fifteen (15) years of service - an additional fifty cents (\$.50) hourly.

After twenty (20) years of service - an additional fifty cents (\$.50) hourly.