

AGREEMENT
BETWEEN THE
MUSKEGON BOARD OF EDUCATION
AND THE
NON-INSTRUCTIONAL EMPLOYEES ASSOCIATION



July 1, 2021 -- June 30, 2025

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AGREEMENT BETWEEN NON-INSTRUCTIONAL EMPLOYEE ASSOCIATION
AND THE MUSKEGON BOARD OF EDUCATION

AGREEMENT

This Agreement made and entered into as of the first day of July 1, 2021, except as other effective dates are hereinafter set forth, by and between the Non-Instructional Employees Association of the Public Schools of Muskegon, hereinafter referred to as "N.I.E.A." and the Board of Education of the Public Schools of the City of Muskegon, Hereinafter referred to as the "Board", provides as follows:

ARTICLE 1
Purpose and Intent

- 1.1 The purpose of this Agreement is to set forth the understandings of the N.I.E.A. and the Board with respect to wages, rates of pay, hours of work and other conditions of employment; to provide procedures for adjustment of grievances; and to promote the orderly and peaceful conduct of labor relations for the mutual interest of the N.I.E.A. and the Board.
- 1.2 For the accomplishment of the ends set forth above, the N.I.E.A. and the Board encourage to the fullest degree, the friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 2
Recognition

- 2.1 The Board does hereby recognize the N.I.E.A. as the exclusive representative for the purpose of collective bargaining with respect to wages, rates of pay, hours of work and other conditions of employment for all employees who are employed on a regular schedule of work in the classifications listed in Article 2.2.
- 2.2 The current classifications are:
- Maintenance I
 - Maintenance II
- 2.3 For the purposes of this Agreement, the term "Board" shall refer to the Muskegon Board of Education or its designated representatives. "Employee" refers to Maintenance personnel.

ARTICLE 3
Payroll Procedure

- 3.1 All employees shall be paid bi-weekly on the Friday following the payroll period in which work is performed.
- 3.2 All employees shall log their hours worked using the designated time-clock system.

ARTICLE 4
Management Rights

- 4.1 It is recognized by the N.I.E.A. that the controlling factor throughout all relationships of the Board of Education and the N.I.E.A. is contained in the words "working for the welfare and good of all students in the school district".
- 4.2 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and 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 for such purposes, the appointment of executive, administrative and supervisory personnel and the delegation of their respective duties;
 - B. to select and hire all employees, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees;
 - C. to determine methods and schedules of work, including technological alteration, location of work areas, type of equipment, materials and supplies;
 - D. to determine those to be retained after the probationary period;
 - E. to make and enforce reasonable rules and regulations for promoting efficiency, safe practices and discipline;
 - F. to direct the work of employees subject to the terms and conditions of this Agreement, including with respect to any employee, the right to hire, discharge, suspend or otherwise discipline for good cause, promote, demote, transfer, assign jobs or shifts, layoff or relieve from duty because of lack of work or for other proper or legitimate reason, and to compel early retirement thereunder for good cause, and determine performance standards in the quality and quantity of work to be produced;
 - G. to subcontract unit work in keeping with PA 112.
- 4.3 It shall be the rule of construction in determining the meaning of the provisions in Sections 4.1 and 4.2 that the exercise of the foregoing powers, rights, authority duties and responsibilities of the Board and the adoption 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 expressed terms of this Agreement and then only to the extent such specific and expressed terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 5
Association's Representatives

- 5.1 Notwithstanding any other provisions in the contract, including but not limited to the right to representation contained in Articles 21 and 23, permission for a Steward or Chief Steward to be away from his/her duty assignment for Association business, must have prior approval of the Superintendent or designee.

Meetings for the purpose of conducting Association business, including but not limited to membership meetings, elections, bargaining sessions, etc., shall not be held during working hours except with permission of the Superintendent or designee. No association meeting shall be held on Board property at any time without prior consent of the Superintendent or designee.

- 5.2 The N.I.E.A. may use a total of fifteen (15) work days per year of release time, with pay, for the conducting of association business. These association days may be taken in whole or half-day segments.

The use of these association days shall be at the discretion of the association, but shall require at least two (2) work days advance notification to the Human Resources office by the President of the N.I.E.A. or his/her designee, whose name shall be on file with Human Resources.

1. The above days are in addition to specific work time association activities authorized in the Agreement or otherwise specifically authorized by the Superintendent or designee.
2. The Association shall reimburse the District for the employees' retirement contribution and the cost of a substitute.

ARTICLE 6
Responsibilities and Qualifications

- 6.1 The Board shall determine a supervisory structure applicable to the members of the bargaining unit. Such information shall be provided in writing to the N.I.E.A. It is expected that members of the administrative staff will adhere to the established supervisory structure to the extent possible. Should an employee receive work instructions from more than one supervisor, which are in conflict, he/she should seek resolution from the Superintendent or designee. If a change in supervision becomes necessary, the Board shall notify the N.I.E.A. immediately and no later than seven calendar days prior to such change becoming effective.
- 6.2 The Board shall establish the general duties for each classification of employee covered under this agreement.

Maintenance I	Maintenance II
Proficient in all areas of maintenance including, but not limited to:	Proficient in all areas of maintenance including:
Electrical	Electrical* -limited to non-technical
Plumbing	Plumbing* -limited to non-technical
Carpentry	Carpentry*-limited to non-technical
Welding	Welding* -limited to rough welding
Construction	Boiler* -limited to start-up/cleaning
Heavy Equipment	Construction –assist Maintenance I
Demolition	Heavy Equipment
Snow Removal	Demolition
Grounds	Snow Removal
Boiler	Grounds
Lawn and Athletic Field	Lawn and Athletic Field
Refrigeration	Key and Lock
Irrigation	Painting
Air Conditioning	Irrigation –limited to non-technical
Re-Key	Utility - Miscellaneous
Current Codes	
Blueprint Reading	*Unless proficiency demonstrated to Supervisor
Key and Lock	
Reading Schematics	
Blueprint Reading	
Painting	
Glazier	

- 6.3 The Board shall have the right to change the general duties, responsibilities and qualifications of a classification in the interest of improving safety or efficiency. A change, however, may be made only after it has been submitted in writing to the N.I.E.A. and discussed. The N.I.E.A. may grieve a change on the basis that it resulted in an unreasonable workload or that it has caused an unsafe working condition.
- 6.4 In the event there is a redefining* of a position, the position shall be re-posted.
*Redefining means a change in classification, the shift, or a four (4) hour or more change in the building assignment.
- 6.5 In the event a new classification is established, the pay rate for that job shall be negotiated.

Meanwhile, the Board shall have the right to establish a temporary rate for such new classification. Negotiations for the new rate will commence within thirty (30) calendar days from the date the new classification was established. The negotiated rate shall be retroactive.

- 6.6 In the event of an emergency, a bargaining unit employee shall respond to a call for assistance unless he/she has a substantial excuse which would reasonably and practically prevent him/her from responding. In addition, a bargaining unit employee who determines that an emergency situation exists shall, after taking any emergency action available to him/her, make an effort where practical, to contact the Chief of Operations for further direction.

In the event the supervisor is not available or it is not practical to contact the supervisor, contact first, human resources then Superintendent.

- 6.7 The Board shall not infringe on any job classification bound by this labor agreement by using maintenance personnel outside of their job description for over thirty (30) days.

ARTICLE 7
Wage Classification and Wage Schedules

7.1 Wage Classifications

- A. Maintenance I
- B. Maintenance II

7.2 Wage Schedules

Hourly wages for the various job classifications are effective July 1, 2021 - June 30, 2025. Increments are effective on July 1 of each year and will apply only if an employee has been hired on or before January 31st of the school year. (See Appendix A)

7.3 Longevity shall be paid annually in a lump sum during the month of the anniversary date of hire. Longevity will be prorated for the amount of time worked in the year they return to work. If the employee separates during a year where longevity is earned, the amount shall be prorated.

ARTICLE 8

Insurance

8.1 Full-Time Employees

The Board shall provide a health plan and pay the annual January statutory hard cap amount subject to PA152 for health insurance effective the beginning of the calendar year. The employee's portion shall be payroll deducted. In addition, the Board shall pay the full cost of the dental, life, and vision insurance. The Employee will contribute 100% of the cost of the negotiated LTD program. Insurance is to be bid out and product to be mutually agreed upon.

Employees may elect, at their expense, options which include any available non-taxable plan approved by the Board, such as survivor income insurance, dependent life insurance, short-term disability insurance, tax sheltered annuities, or any combination of available options.

8.2 The obligation of the Board to provide insurance or options to any employee shall terminate with the month in which the employee' services are terminated.

The insurance provided shall terminate with respect to any employee who ceases to be on the active employment rolls of the Board, except that individual cases may be subject to review by representatives of the Association and the Board.

8.3 Full-time employees will be defined as all persons who are employed by the school district for thirty (30) or more hours per week. Such employees qualify for full benefits. Employees who do not qualify for full-time benefits, but who are employed twenty (20) hours or more per week, shall be entitled to dental, life and vision benefits.

ARTICLE 9
Paid Holidays

9.1 The following designated days shall be recognized as holidays with pay to all employees who work fifty-two weeks annually:

- Independence Day
- Friday before Labor Day
- Labor Day
- Thanksgiving Day
- Day following Thanksgiving Day
- Day before Christmas
- Christmas
- Day before New Years
- New Year's Day
- Good Friday
- Memorial Day

ARTICLE 10
Vacancies and Promotions

- 10.1 The Board and N.I.E.A. subscribe to the principle of upgrading employees provided the employee desires promotion and makes the contribution necessary to acquire the skills requisite to promotion. It is agreed that preference will be given to employees for training needed to fill the following positions: Maintenance I and Maintenance II.

Individuals who are in the positions of building maintenance mechanic at the High School will be required to have the swimming pool pesticide applicator certification required by the State of Michigan. Future applicants must acquire proper certification within the 30 working day probationary period.

The following factors shall be considered in selecting employees for promotion or the filling of vacancies:

- A. Seniority of the applicant.
- B. The ability and qualifications of the employee to meet the job responsibilities.
 - 1. Qualifications to be determined and agreed upon by the Board and the N.I.E.A. on the basis of the job responsibilities
- C. The work record of the employee including but not limited to attendance/evaluation, etc.
- D. Deviations from the above procedures may be granted by the Superintendent or designee upon written request with appropriate rationale stated.

If applicants are equal with regard to the 2nd and 3rd factors, preference will be given to the applicant with the greatest seniority. When a position becomes available, a notice of such vacancy shall be emailed within five (5) workdays. Such posting shall be posted on the district website and shall remain posted for a period of five (5) work days. All employees shall have the right to apply for any posted position. If there are no qualified applicants, a new employee may be hired. A probationary employee may apply for posted vacancies. An employee on leave may bid on postings if he/she is ready and able to report for work when awarded the job. If such employee is not available to work, the job would go to the next qualified person with the necessary seniority.

- 10.2 In posting jobs under Article 10.1, as a minimum the Board shall state the name of the available classification, the shift, the number of vacancies to be filled, the building(s) at which the vacancy occurs, the established trail period for all established schedules, and time posting expires. The posting shall indicate qualifications for the position.

- A. All postings will expire at 11:59 p.m.
- B. A determination regarding the award of the position will be made within ten (10) working days from the expiration of the job posting. The president of the N.I.E.A. and the applicant will be notified of the determination.

Any employee who is awarded the job must take the job unless the Board and the N.I.E.A. otherwise agree. However, said employee may, within ten (10) working days, disqualify himself/herself from the posting and return his/her previous position by submitting a signed statement of their withdrawal to the Superintendent or designee within the (10) day period. An employee who has been awarded a permanent vacancy shall be ineligible to be awarded another job in their own or lower wage classification during the thirty-five (35) working days following his/her commencing work on the job awarded to him/her.

10.3 When an employee moves to a higher classification, he/she shall be placed on the salary schedule in that classification at the same level of years as his/her wage at the time of bidding.

10.4 No employee shall be transferred to another position permanently, except in accordance with the provisions of this section. This provision shall not preclude temporary transfers in an emergency, or the filling of a vacancy or promotion by temporary transfer, pending the selection of the successful bidder under the provisions of this article.

10.5 The following procedure will be followed to fill temporary maintenance vacancies:

A vacancy caused by:

A. The absence of a Level I employee, due to medical causes or other approved leaves of absence, if a Level II employee is assigned the duties of a Level I employee will receive the hourly rate of an entry Level I.

B. When the regular absent employee returns to work, each temporarily assigned employee will return to his/her formerly held position

C. Temporary assignments made under these procedures can continue for up to six (6) months. If the regular employee's absence will exceed six months, the parties will meet to determine what direction to go on a case-by-case basis.

10.6 Notwithstanding any of the above provisions, any employee receiving a written reprimand shall be ineligible to be awarded any job for a period of fifty (50) working days following the disciplinary action.

Any employee receiving a suspension shall be ineligible to bid on any job for a period of seventy (70) working days following the disciplinary action.

ARTICLE 11
Probationary Period for New Employees

- 11.1 Each new employee shall immediately be entitled to all the benefits and placed on probation for a period of sixty (60) working days. If, at the end of this period, his/her work is satisfactory, he/she shall be considered to be a regular employee and seniority shall date from the first day he/she worked.
- 11.2 Probationary employees may be terminated at will and without recourse through grievance procedure.

ARTICLE 12
Work Week

- 12.1 The regular work week for regular full-time maintenance employees shall be up to forty (40) hours of work and shall consist of five (5) eight (8) hour work days commencing on Monday. Other schedules may be assigned in cooperation with NIEA and administration.

ARTICLE 13

Overtime

13.1

- A. Any hours worked over an eight (8) hour shift shall be paid at the rate of time and one-half.
- B. Any hours worked over forty (40) hours per week shall be paid at their rate of time and one-half.
- C. Overtime shall be calculated based on actual time worked.
- D. Overtime shall be paid at double the regular rate for Sunday and contractual holiday hours worked when such work exceeds forty (40) hours worked.

13.2

The use of compensatory time should be an option to paying overtime and to provide for short, less than two hour, absences from a scheduled shift for extenuating conditions.

The following applies when compensatory time is considered for use.

- A. If work is in need of completion by maintenance personnel (day shift is a shift normally completed by 6:30 p.m.) beyond the regularly scheduled shift time, the decision to allow compensatory time for hours worked (i.e. two hours beyond regular shift assignment) is to be decided by the Chief of Operation.

If overtime in lieu of compensatory time is needed, permission is required from the Chief of Operations

If the employee affected is on an evening or night shift (ending after 6:30 p.m.) the permission for either compensatory time or overtime must be approved in advance by the Chief of Operations. Compensatory time as described must be granted and used within a month or thirty (30) calendar days.

If the additional work puts the maintenance personnel beyond an eight (8) hour day or forty (40) hour week, the compensatory time must be at time and one-half (i.e. three (3) hours compensatory for two (2) hours worked).

- B. Occasional shift adjustments of up to two (2) hours may be granted for extenuating reasons. The time is to be made up at the end of the same shift without overtime (i.e. 3:00 p.m. to 11:00 p.m. shift, dental appointment 3:00 p.m. - 4:00 p.m. adjusted shift 4:00 p.m. - 12:00 a.m.) and approved in advance through the Chief of Operations.
- C. Except for occasional shift adjustments (see 13.2A and 13.2B) compensatory time for overtime worked shall be recorded on the payroll.

13.3

Except as provided in Article 13.2, a minimum of two (2) hours overtime will be paid when the employee is called back to work on weekends or after a regular workday.

13.4

It shall be the general policy to keep overtime to a minimum. Overtime shall be allowed only when authorized by the Chief of Operations.

ARTICLE 14
Work Schedule

- 14.1 The work day for day maintenance employees shall be eight (8) hours, exclusive of a lunch period. Not less than thirty (30) minutes shall be provided for a duty free lunch.

Schedules will be created in agreement with the N.I.E.A around student and staff schedules. Exceptions to the schedule shall be cleared by the Chief of Operations.

- 14.2 When school programs are not being conducted, or staff is not present, it shall be the general policy to place night maintenance employees on a day shift.
- 14.3 For every scheduled work period of four (4) hours or more, a fifteen (15) minute break will be allowed during that work period at the maintenance employee's current work site. (i.e. an eight hour employee will receive two (2) fifteen (15) minute breaks)

ARTICLE 15

Vacation

- 15.1 Maintenance employees who are separated prior to the earning of the year's vacation shall have the days prorated, except on the year of retirement, they may retire June 1.
- 15.2 The employee shall be granted fifteen (15) days of vacation for each year employed from the first year through the seventh year.
- 15.3 Maintenance employees who shall have been in the continuous employment of Muskegon Schools for eight (8) years shall receive twenty (20) days of vacation for each year of employment. Continuous employment shall mean from date of hire to present time as a maintenance employee within the bargaining unit; up to one year unpaid medical leave is considered continuous employment. Vacation is considered a fringe benefit.
- 15.4 Part-time employees shall be granted vacations in accordance with above policies on a prorated basis.
- 15.5 The Chief of Operations shall maintain a record of vacation schedules. Vacation for N.I.E.A employees may be scheduled any time throughout the year provided that coverage is maintained and accommodated for normal services. When school is in session, vacation requests shall be submitted to the Chief of Operations. A minimum of twenty-four (24) hour notice is required. The Chief of Operations will respond to the employee's request within twenty-four (24) hours.
- 15.6 Vacation time shall be taken within one year after July 1 when designated and will not be cumulative year-to-year.

Vacation pay will be prorated for the amount of time the employee worked in the year they return to work.

A request to the Chief of Operations may be requested to roll five (5) vacation days forward to be used by August 15. The request shall be submitted by June 1 and include justification for the request.
- 15.7 An employee who terminates his/her employment in the course of the year will be entitled to his/her accumulated vacation benefit, if he/she has been employed by the schools for one (1) full year and has given not less than a two (2) week notice of termination of employment.

ARTICLE 16
Leaves of Absence

For the purpose of the sections of this Agreement having to do with leaves of absence, the following definitions shall apply:

- A. "Immediate Family" shall include father, mother, husband, wife, child, sister, brother, parent-in-law, brother-in-law, sister-in-law, daughter-in law, son-in-law, grandparent, grandchildren and any person in lieu of parents.
- B. "Per diem basis" shall be the hourly rate multiplied by the number of regularly scheduled hours.
- C. "Pro rata basis" shall mean employees employed on a schedule different than an eight (8) hour (full day), shall have deductions for unpaid leave or pay for paid leave, determined by the portion of the day normally worked on the day(s) of absence.

16.1 Reasons for which leave may be granted are:

- A. Absence of not more than five (5) days per year caused by deaths in the immediate family, shall be compensated by payment of contractual salary.
- B. Absence of not more than three (3) days per year for the death of an aunt, uncle, nephew, niece or first cousin shall be compensated by payment of contractual salary.
- C. Out of state deaths may entail an extension of time in ratio to travel time. Such extension is at the discretion of the Superintendent or designee.
- D. Absence under (C) shall be counted as sick leave and shall be deducted from sick leave accumulation.
- E. Leaves of absence may be granted in alignment with FMLA (Family Medical Leave Act). Seniority shall be retained during a leave of absence.

Employees may request an unpaid leave of absence for personal reasons for up to one (1) year. With approved leave, the employee may return to an open vacancy.

- F. Additional personal absences shall result in a deduction on a per diem basis.
- G. No unused days in this Article may be accumulated.
- H. Paid leave of absence shall be counted as sick leave and deducted from the sick leave allowance provided in Article 17.

Request for exceptions to Article 17.1 shall be approved through the Superintendent or designee.

16.2 To obtain a leave of absence for any reason, an employee must file a request in writing with the Superintendent or designee, stating the reason for the request in detail. Leave may be granted only upon approval of the Board of Education.

ARTICLE 17

Sick Leave

Definition of terms for purpose at hand in compliance with the Michigan Paid Medical Leave Act, "Family" shall include:

- A. "Family Member" includes all of the following:
 - 1. A biological, adopted or foster child, stepchild or legal ward, or a child to who the eligible employee stands in loco parentis.
 - 2. A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an eligible employee or an eligible employee's spouse or an individual who stood in loco parentis when the eligible employee was a minor child.
 - 3. An individual to whom the eligible employee is legally married under the laws of any state.
 - 4. A grandparent.
 - 5. A grandchild.
 - 6. A biological, foster, or adopted sibling.
- B. "Per diem basis" shall be the hourly rate multiplied by the number of regularly scheduled hours.
- C. "Pro rata basis" shall mean employees employed on a schedule different than an eight (8) hour (full day), shall have deductions for unpaid leave or pay for paid leave, determined by the portion of the day normally worked on the day(s) of absence.

17.1 The following rules shall be applicable to sick leave for personal illness:

- A. Employees shall be granted twelve (12) sick days at the start of each fiscal year. Early departure from the district will result in a proration of sick days.
- B. Employees who have accumulated sick leave due to previous service but who are unable to begin a new contract year because of personal illness or personal injury, shall be allowed to draw upon such sick leave accumulated until it is depleted or until resumption of assigned work, whichever occurs sooner, in alignment to the FMLA Act.
- C. Accumulation of sick leave days shall be limited to 150 days for all employees hired after July 1, 2021.
- D. Additional absences shall result in deduction on a pro rata or per diem basis.
- E. Any employee who is absent because of injury or disease in compliance with the Michigan Workers Compensation law have the option to receive from the Board the difference between the allotted amount and his/her regular salary for the duration of the illness, limited to and deducted from any accumulated sick leave. Number of days of sick leave deducted would be proportionate to the dollar amount contributed in salary by the Board.
- F. The Board of Education reserves the right to consider all sick leave problems extending beyond the limitations set forth herein on the merits of each individual case. Any employee whose personal illness extends beyond the period compensated under Section 17.1, may be granted a leave of absence in alignment with 16.1E. If the leave extends beyond the one year limit, the employee's employment will be terminated.
- G. Part-time employees will receive above benefits in prorated amounts.

17.2 Leave (Family Illness)

- A. Absence of a reasonable length of time but not to exceed five (5) days or 40 hours as provided by MPMLA.
- B. Additional absence shall result in a deduction on a per diem basis.
- C. Absences in this Section shall be counted as sick leave and deducted under the regulations of Article 17.1.

ARTICLE 18

Other Leave

- 18.1 The Chief of Operations shall certify to the legitimacy of a claim for compensation for absence covered in Article 18, by entering on the payroll his signature and the dates and causes for such absence, provided the provisions of this Agreement covering such absence(s) are complied with.
- 18.2 Employees who may have accumulated sick leave days under the provisions of this Article and who terminate their employment with this school system, shall not be compensated for unused sick leave days and said unused sick leave days may not be carried forward in case of subsequent reemployment with this school system. Employees employed in this district continuously for at least ten (10) consecutive years, shall, upon retirement*, receive thirty-five (\$35) dollars for each day of unused accumulated sick leave.

*Retirement is defined as being qualified to retire under the Michigan Public Schools Employees Retirement System (MPERS).

- 18.3 No employee shall absent himself or herself from regular duties for causes other than personal illness, illness in the immediate family requiring the personal attention of such employee, death in the immediate family, or death of a relative, except with the prior permission of the immediate supervisor. When, in the judgment of the immediate supervisor, Chief of Operations or Superintendent or designee, such absence contributes to the general interest of the school system, compensation may be paid on a full or partial basis.

- 18.4 Absences with pay not chargeable against the employee's allowance, shall be granted for the following reasons:

- A. Absence when an employee is called for jury service. (Pay the difference between jury pay and regular pay.)
- B. Court appearance as a witness whenever an employee is subpoenaed to attend any proceeding not against the Board of Education or a party to the case. (Pay difference between witness fees and regular pay.)

For A and B, the district will pay the difference between pay received from the court and the employee's regular pay. Determination of the amount to be received from the school shall be determined by deducting the court fee from the amount usually earned during the time missed because of the employee's physical presence at court, plus reasonable travel time to return to the work site.

- C. Time necessary to take the Selective Service physical examination.

- 18.5 Parental leaves of absence shall be granted, upon request, for up to one (1) year without pay to commence at the end of disability, due to childbirth, or at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary, in order to fulfill the requirements for adoption. Such requests shall include the beginning date and probable ending date of said leave.

- 18.6 Military leaves of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States, in accordance with the requirements of applicable law.

- 18.7 The Board shall grant a leave of absence without pay to any employee to campaign for or serve in an elected public office for a period not to exceed one (1) year. Upon return from serving in a full-time public office, an employee shall receive salary increments mutually agreed upon by the employee, and the Superintendent or designee, but in no case exceeding salary benefits allowable for military leave.
- 18.8 Seniority shall continue to accumulate during all leaves. An employee who is granted a leave of absence pursuant to the sections above, shall have the following re-employment right:
- A. When an employee notifies the Superintendent or designee of a desire to return to active employment, said employee shall be assigned to the first available vacant position, if available, for which he/she is qualified.

ARTICLE 19
Absence of Employees

- 19.1 Employees who are unable to report for work, shall notify the Chief of Operations at the earliest possible time and in no event less than one (1) hour before the employee is to report for work.
- 19.2 The employee shall request an absence using the designated absence management system. The request will be reviewed for approval by the Employee's supervisor.
- 19.3 Second and third shift employees who are unable to report for work shall follow the contract procedure, but with notification at least two (2) hours before their scheduled shift.

ARTICLE 20
Injuries to Employees

- 20.1 Any employee who receives a personal injury arising out of, and, in the course of his/her employment, shall report such injury to his/her immediate supervisor, in accordance with the provisions of the Michigan Workers Compensation Act.

ARTICLE 21
Discipline and Discharge

- 21.1 A non-probationary employee shall not be disciplined or discharged for reasons that are not arbitrary or capricious.

In cases where rules call for a penalty less than immediate discharge and a written warning is not required, the discipline administered shall be commensurate with the seriousness of the violation. The Board shall not be obligated to re-employ any employee who had been laid off or discharged during his/her probationary period.

- 21.2 When the Board is considering disciplinary action* against an employee, the Chief Steward shall be notified in advance, in writing, so that the employee may be represented at the time such discipline is invoked.

Should an employee choose to not have representation by the N.I.E.A at the time discipline is to be imposed, said employee shall indicate such preference in writing and provide copies in advance.

*Disciplinary action shall be defined as written in Board Policy

ARTICLE 22
Layoff and Recall

22.1 Layoff

If it becomes necessary for the Board to effect a reduction in the work force, probationary employees shall be laid off first, subject to the provisions of Article 22.4. Exceptions to the foregoing would be those instances where more senior employees do not possess the skills needed to perform the work of a probationary maintenance employee. After probationary employees have been laid off, other employees may then be laid off in accordance with their seniority, those having the least seniority being laid off first, providing more senior employees possess the necessary skills and ability to perform the work available.

Should a more senior employee become laid off or displaced, said employee shall be allowed to (1) bump the least senior employee in the same job classification within the same wage classification, or, if not available, (2) a choice to bump the least senior employee in a different job classification within the same wage classification, if qualified for the position, (the displaced employee may choose the position held by the least senior employee on the same work schedule or select the position held by the least senior employee on a different work schedule), or a less senior employee in a lower wage classification.

A "displaced" employee is one employed by the Board, whose particular position has been redefined or eliminated.

No laid off employee shall lose accrued vacation pay to which he/she is entitled.

22.2 Recall

When the work force is increased after a layoff, employees shall be recalled in order of their seniority to the first available position for which they are qualified in their previous wage classification or lower wage classification.

22.3 Seniority

Seniority shall be determined by the number of continuous years of service with the school system.

Seniority lists shall be up-dated annually and published during the month of July. Objections to the seniority list shall be filed within ten (10) days. Thereafter, the list shall be final and conclusive. Seniority order of employees hired on the same day shall be decided by lottery, the N.I.E.A. shall be represented.

An employee shall lose his/her seniority for the following reasons:

- A. He/she quits
- B. He/she is discharged
- C. He/she retires

22.4 Seniority on one list shall not entitle an employee to seniority rights on another list for the purpose of layoff, recall, transfer or promotion. Total school district service time shall be used to determine longevity, vacation and accumulated sick time.

22.5 No employee on the district payroll shall work for two (2) or more bargaining units when the combined regular schedule exceeds eight (8) hours a day. Also, any employee under this provision shall be paid at the rate of the position being worked, according to the wage schedule.

ARTICLE 23
Grievance Procedure and Arbitration

23.1 The term "grievance" as used herein, shall refer to any alleged violation of the expressed terms and conditions of this Agreement. A grievant is defined as an employee, a group of employees and/or the Association.

23.2 Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are maximums and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement of the parties. The failure to process in a timely manner by the grievant or Association shall be considered as acceptable based upon the prior employer decision and will be time barred.

A. Level One

1. An employee and steward, if requested by the employee, shall, within five (5) working days of the occurrence of the grievance, orally discuss the matter with the immediate supervisor with the objective of resolving the matter informally.

All grievances of disciplinary action shall begin at Level Two in writing on the proper form. However, the foregoing time limit shall be waived up to twenty (20) working days in those cases where the grievant could not have been reasonably expected to know that a contract violation had taken place. If the aggrieved is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, he/she shall file the grievance in writing on a grievance form provided by the Board. The written grievance must be submitted to the Chief of Operations whichever is appropriate, within five (5) working days of the discussion of the grievance.

2. Within five (5) working days of the filing date, the Chief of Operations or his/her representative shall meet with the aggrieved and the grievance committee* in an effort to resolve the grievance. A written answer shall be given within five (5) working days after such meeting.

*The grievance committee shall consist of no more than three persons.

B. Level Two

1. If the aggrieved is not satisfied with the disposition of the grievance at Level One, the proper form as provided by the Board, shall be forwarded within five (5) working days thereafter by the employee to the Superintendent or designee, stating a desire to pursue grievance to Level Two. At this level, the grievance form must be co-signed by the aggrieved and the Association and one signed and dated copy retained by the Association.
2. Within ten (10) working days of receipt of such grievance, the Superintendent or designee, will meet with the aggrieved and the grievance committee to discuss the issue. A written answer shall be given to the aggrieved and the N.I.E.A. representative within fifteen (15) working days after receipt of such grievance.

C. Level Three

The grievance shall be deemed settled on the basis of the answer given by the Superintendent or designee, unless within thirty (30) calendar days after receipt of the answer of the Superintendent or designee, or the expiration of the time for him/her to answer, whichever is earlier, the grievance is appealed to arbitration by the N.I.E.A.

Any such appeal shall be made within that period by written demand for arbitration served upon the Superintendent or designee. An exception to the foregoing shall be a grievance which

does not fall within the jurisdiction of the arbitrator, as provided below, in which event the parties shall have recourse to their rights provided by law with respect to any answer given by the Superintendent or designee which is not accepted as satisfactory settlement of the grievance.

An exception to this procedure will be a mutually agreed upon meeting two weeks prior to an arbitration date for the parties to meet for a final attempt to settle before arbitration. If there is no agreement at this final meeting, the arbitration procedure will continue.

Arbitration

In the event the answer of the Board is not satisfactory to the N.I.E.A. and the grievance has been appealed to arbitration in the manner above provided, the arbitrator shall have the following jurisdiction, and no other, to hear and decide all issues with respect to such unsettled grievance:

1. The grievance shall relate solely to the application and interpretation of the terms and conditions of this Agreement, or any addendum or supplement thereto, including an issue respecting suspension, discharge or other discipline.
 2. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of this Agreement or any supplement or addendum thereto, and he/she shall have no authority to hear or rule upon any of the following:
 - A. Any matter involving the refusal of the Board to hire any person or to permit any person to remain an employee of the Board to the completion of the probationary period;
 - B. Any matter involving the Board's discretion in the expenditure of funds for outlay;
 - C. Any matter involving the fixing or establishment of any salary schedule or rate of pay;
 - D. Any matter which can be addressed only by a change or revision or non-enforcement of one or more of the terms of provisions of this Agreement, or any schedule, exhibit, supplement or addendum thereto;
 - E. Any matter which requests the change of any classification of work (but he/she shall have jurisdiction over the application of any established classification involving a claim of misclassification);
 - F. Any grievance requesting a change or revision of any performance standard; or
 - G. Any grievance involving any issue respecting the no-strike provision of this agreement, except to hear and decide a case involving the sole issue of guilt or innocence of an employee receiving disciplinary layoff or discharge for alleged breach of said provision. Subject to the foregoing limitations on the jurisdiction of the arbitrator, the arbitrator's decision within his/her jurisdiction shall be final and binding upon both parties. The fees and expenses of the Arbitrator shall be divided fifty percent (50%) to the Board and fifty percent (50%) to the N.I.E.A.
- 23.3 All requests for arbitration pursuant to the provisions of Section 23.2 shall emanate from the Board or the N.I.E.A., and not an individual employee or group of employees. The Board may demand arbitration respecting any unsettled grievance by making its written demands for arbitration upon the N.I.E.A. within the period above allowed to the N.I.E.A. for so doing. In the event of such demand, the N.I.E.A. shall have the right, within the period allowed for demanding arbitration by it, to notify the Board in writing that it unqualifiedly accepts the Board's answer to grievance given in Step Three, in which event such grievance shall be deemed conclusively settled on the basis of such answer without the necessity for arbitration.

- 23.4 Where arbitration is properly demanded under Section 23.2 or 23.3 the Board and the N.I.E.A. shall refer their request for the appointment of an arbitrator to the Federal Mediation and Conciliation Service for arbitration, in accordance with its rules of procedure applicable to labor arbitration cases. The Federal Mediation and Conciliation Service shall be requested to furnish the names of five (5) arbitrators, and proceeding by lot, the Board and the N.I.E.A. shall alternately strike one name each until one (1) of the five (5) remains, which person shall be deemed the impartial arbitrator for the purpose of proceeding under said rules. Where the parties are able to agree upon an impartial arbitrator without invoking the procedures of the Federal Mediation and Conciliation Service, the arbitrator shall, nevertheless, adhere as closely as possible to the rules of procedure of the American Arbitration Association established for labor arbitration cases, except that the American Arbitration Association shall not serve as administrator and there shall be no duty to notify the American Arbitration Association pursuant to any of its rules of the appointment of the arbitrator by agreement of the parties.
- 23.5 Either party may designate an alternate representative to act in a temporary absence of its regular representative at any step in this grievance procedure. Such designation shall not affect any grievance in process which was properly presented to the designated representative. Any such designation of an alternate by either party shall be made by notice in writing given to the other party and such temporary designation shall remain in effect until written notice is given to the other party of the restoration of the representatives designated above.

ARTICLE 24
Entire Agreement Clause

- 24.1 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 the right and opportunity are set forth in the Agreement. Therefore, the Board and the N.I.E.A., for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. If both the N.I.E.A. and the Board should mutually agree that a need exists to re-open a specific area of this Agreement, negotiations may be initiated on that area during the life of the Agreement.
- 24.2 This Agreement shall supersede and replace, as of its effective date, all agreements between the parties dated prior thereto, or all rules and regulations of the Board which are in conflict herewith.
- 24.3 This Agreement shall be binding upon the Board and the N.I.E.A. and shall be binding upon any successor of the N.I.E.A. A successor of the N.I.E.A. shall be (a) a labor organization into which the N.I.E.A. is merged, consolidated, assigned, transferred or reorganized, or (b) a labor organization which is the successor to the N.I.E.A. by operation of law.
- 24.4 Nothing in this Agreement shall be interpreted as modifying or eliminating the Board's authority to act under Public Act 112 of 1994.

ARTICLE 25
No-Strike Clause

- 25.1 The N.I.E.A. agrees that neither its officers, agents nor members shall authorize, engage in, condone or ratify a strike. A strike shall be defined to include slow-downs, boycotts, picketing, work stoppages of any kind or any other concerted activities having the effect of interrupting work or interfering with normal school business during the term of this Agreement.
- 25.2 The N.I.E.A. shall not be liable for any violation of this Article, provided that it submits, upon Board request, a written disclaimer of any responsibility for such action.
- 25.3 Any employee who willfully violates any of the above provisions may be disciplined forthwith, up to and including discharge. Such disciplinary action may only be grieved as provided for in Section 23.2 (2) (G).

ARTICLE 26
Miscellaneous

26.1 School Closing

The District will include N.I.E.A members in the standard announcement protocols used for the district. All N.I.E.A. staff are required to report, with the condition for safe travel conditions. Should there be a safety concern, contact the Chief of Operations for further direction.

26.2 Snow Removal Procedures

1. All parking and walk areas will be identified for the purpose of snow removal for each of the Muskegon School buildings.
2. Contracted services and/or school mechanized equipment will be utilized to the fullest extent possible in keeping these areas clear.

Note: Mechanized equipment shall be defined as enclosed riding equipment (i.e. tractors, trucks with snow plows, snow blowers).

3. Entrance ways and approach areas will continue to be the responsibility of the building contractor.
4. Any unusual situations in these areas shall be called to the attention of the Chief of Operations for evaluation.

26.3 Clothing Allowance

1. An annual clothing allowance of two hundred dollars (\$200) shall be granted annually.
2. First-year employees must purchase five (5) shirts with the remainder to be used at a designated location.
3. All others may select items from designated location but must be MPS monogramed.

ARTICLE 27
Duration of Agreement

28.1 This agreement is effective as of July 1, 2021 and shall remain in effect through June 30, 2025.

In Witness thereof, the parties hereto have caused this Agreement to be executed on this 30th day of June, 2021.

For the Muskegon Board of Education:

Matthew Cortez, Superintendent

For Non-Instructional Employees Association:

Todd Bishop, President

Scott Boyd, Negotiations Team Member

APPENDIX A
Compensation Schedules
2021-2025

N.I.E.A WAGE SCHEDULE		
	1.05	
	2021-22	
Step	Maintenance I	Maintenance II
1	\$21.58	\$17.40
2	\$22.34	\$18.21
3	\$23.09	\$19.01
4	\$23.95	\$19.87
5	\$24.43	\$20.27

	1.04	
	2022-23	
Step	Maintenance I	Maintenance II
1	\$22.44	\$18.09
2	\$23.24	\$18.94
3	\$24.01	\$19.77
4	\$24.91	\$20.66
5	\$25.41	\$21.08

	1.03	
	2023-24	
Step	Maintenance I	Maintenance II
1	\$23.11	\$18.64
2	\$23.93	\$19.50
3	\$24.73	\$20.36
4	\$25.66	\$21.28
5	\$26.17	\$21.71

	1.03	
	2024-25	
Step	Maintenance I	Maintenance II
1	\$23.81	\$19.20
2	\$24.65	\$20.09
3	\$25.48	\$20.97
4	\$26.43	\$21.92
5	\$26.96	\$22.36

2021-2025

2021-22 5% increase
2022-23 4% increase
2023-24 3% increase
2024-25 3% increase

A wage reopening meeting will be conducted if either A or B are true:

- A. An audited fund balance equal to or below 8%; OR
- B. An audited fund balance equal to or above 22%

APPENDIX A
Compensation Schedules
2021-2025

N.I.E.A LONGEVITY SCHEDULE	
Years of service	Amount
5	\$1,000
6	\$1,100
7	\$1,200
8	\$1,300
9	\$1,400
10	\$1,500
11	\$1,600
12	\$1,700
13	\$1,800
14	\$1,900
15	\$2,000
16	\$2,100
17	\$2,200
18	\$2,300
19	\$2,400
20	\$2,500
21	\$2,600
22	\$2,700
23	\$2,800
24	\$2,900
25	\$3,000
26	\$3,100
27	\$3,200
28	\$3,300
29	\$3,400
30	\$3,500

