Midland City
Educational Support Personnel Association
(MCESPA) Contract

Agreement Expires
September 30, 2028

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This agreement made and entered into this 17th day of October 2022 by and between the Board of Education, Midland Public Schools – Midland County (hereinafter referred to as the "District") and the Midland City Educational Support Personnel Association/MEA/NEA (hereinafter referred to as the "Union").

Pursuant to authority vested in the Michigan Employment Relations Commission, IT IS HEREBY CERTIFIED that

PREAMBLE
MICHIGAN EDUCATION ASSOCIATION/NEA

Has been designated and selected by a majority of the employees of the above-named employer, in the unit described below, as their representative for the purposes of collective bargaining, and that pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said organization is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

Unit: All skilled trades, grounds, warehouse and delivery. Excluding managers, temporary employees and all others.

Article I
RECOGNITION

The District hereby recognizes the Union as the sole and exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for a unit consisting of the skilled trades, grounds, warehouse and delivery of said District, excluding all others including temporary employees.

A temporary employee is one who does not replace a full-time employee and who is employed less than 100 calendar days during one calendar year.

Temporary employees will not accumulate seniority. If a temporary employee is hired on a permanent basis, then the employee's seniority will revert to date of hire on the most recent continuous assignment. The District has the right to hire temporary employees to fill absences anticipated to last longer than 10 consecutive working days.

Bargaining unit members may substitute for one another in other classifications if qualified. The substituting employee will be paid his/her regular wage during the time when he/she is substituting for another employee.

Summer workers may work less than ninety (90) working days beginning no sooner than May 1 and concluding no later than Labor Day of any year. No summer workers will work a skilled trade's position.

Article II
PURPOSE AND INTENT

A. The general purpose of this Agreement is to promote orderly and peaceful labor relations for the mutual interest of the School District, the Employees, and the Union.

B. The District and the Union shall encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

C. During the term of this Agreement, both parties may agree to meet at the request of either party for the purpose of discussing any provisions in the Agreement.

D. The District will not negotiate with any other union group or organization claiming representation during the term of this Agreement.

E. The provisions of this Agreement shall be applied equally and without favoritism to all employees in the bargaining unit. The District will adhere to all applicable State and Federal non-discrimination laws.

Article III
PERSONNEL COMMITTEE

The District and the Union bargaining teams will meet when necessary to resolve contract issues at the mutual agreement of the parties.

Article IV
AGENCY SHOP

A. In the event an employee does not wish to become a member of the Union, the employee may refuse, without being in violation of this agreement.

B. CHECK OFF (paragraphs in Section B are subject to changes in Michigan law. If Michigan law prohibits the collection of union dues, language in Section B, Paragraphs 1, 2 and 3 will no longer be applied.)

1. Authorized payroll deductions for union dues may be collected in accordance with applicable Michigan law. The District agrees to deduct from the wages of such employees, in accordance with the expressed terms of a signed authorization, the membership dues of the Union. Said deduction shall be made the second pay each month.

2. Once given, authorization to deduct representation fee or dues shall continue in effect without renewal for the duration of a member's employment in the bargaining unit. A bargaining unit member who wishes to change the authorization must submit the change in writing to the Union by August 31 of a given year. The change will become effective on September 1 following receipt by the Union of the written notice.

3. With respect to all the sums deducted by the District pursuant to authorization of the employee, for membership dues, the District agrees to promptly remit such sum deducted to the Union Treasurer along with a list of members and the amount deducted. The Union agrees to promptly furnish any information needed by the District, and not otherwise available to the District, to fulfill the provisions of this Article.

C. NOTICE TO UNION OF NEW EMPLOYEES

The Treasurer of the Local Union will be notified in writing of all new hires, showing their rate of pay, name, date of hire, address and phone number, if any.

D. INDEMNIFICATION AND HOLD HARMLESS CLAUSE

The Union agrees to indemnify and save the District harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon

individual authorization furnished to the District by the Union, or for the purpose of complying with any provisions of this Article, provided:

1. The District gives timely notice of such action to the Union and permits the Union intervention as party if it so desires, and

2. The District gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

3. The Union shall have complete authority to compromise and settle all claims which it defends under this section.

Article V
BOARD RIGHTS AND RESPONSIBILITIES

Except as there is contained in this Agreement an express provision specifically limiting the rights or discretion of the District, all rights, functions, and prerogatives of the management of the District, formerly exercised or exercisable by it, remain vested exclusively in the District. Without limiting the generality of the foregoing, the District specifically reserves solely to itself the management of the District and the following rights: to determine hours; to schedule and assign work; to direct the workforce; to determine employee qualifications and evaluate competency to maintain the efficiency of operations; to determine business hours; to determine the quality and quantity of work to be performed; to establish and require standards of performance and to promulgate policies, and from time to time change them and enforce them; to determine proper staffing and workload requirements; to determine and redetermine job content and to describe jobs; to discontinue jobs; to determine operating standards, security measures and operation policies; to determine methods and procedure; to determine which programs and contracts to enter; to select those with whom the District will do business; to initiate, continue or discontinue training or educational programs; to hire, suspend, promote, demote, discharge or otherwise discipline employees; to lay off employees for lack of work or for other legitimate reasons; to require reasonable overtime; to promulgate and enforce all rules respecting operations, efficiency, safety measures, and other matters; to determine all equipment to be used, the utilization of all physical facilities and the assignment of District space; to implement and utilize new equipment, methods and facilities; to decide the number and locations of the facilities; and to extend, maintain or curtail all or any part of the District's operations, programs or facilities. The exercise of the management rights set forth herein shall not be subject to the arbitration provisions of this Agreement except as otherwise specifically provided in this Agreement.

It is understood and agreed that the management rights specified herein, except those rights expressly abridged or limited by a specific provision of this Agreement, may not be impaired or limited by arbitration or an arbitrator, or by any other means except by mutual written agreement of the parties.

Article VI
UNION RIGHTS

A. 1. The Union will have the right to use school buildings, without cost, for meetings provided these meetings are related solely to the official activities of the Union and do not promote political candidates for political positions. On normal workdays, such use of the buildings shall not begin earlier than 4:00 p.m.

2. The use of the building involved will be requested from the building principal at least 48 hours in advance of the meeting. Authorized representatives acting in an official capacity for the Union will be permitted to transact official Union business on school property, as outlined in

A. 1**,** provided that this shall not interfere with their work duties or with District programs and operations.

3. Representatives of the Union who are not employed by the District shall report their presence to the office immediately upon entering a District building.

B. The Union is authorized to post notices on a designated bulletin board(s) in each building in accordance with the following standards:

1. All material must be properly identified as Union material and contain nothing that indicates the material is District material or imply that the District sponsors or endorses it, unless it is material the parties have mutually agreed to post.

2. Material posted must be restricted to matters of concern to employees covered by this Agreement in relation to official Union activities.

3. Matters of personal business are prohibited.

C. Union Leave Time

1. The Board shall make available a total of twelve days (ninety-six (96) hours) of leave time per year to be used by Union officials. Time taken for Union business shall not be taken in blocks of less than two (2) hours at a time. The president of the Union shall notify the Office of Human Resources and the immediate supervisor at least two (2) working days in advance, except in emergency situations. The Union shall reimburse the District on a quarterly basis for the released employees' wages, FICA and Board paid retirement. The Union will make every effort not to take more than one worker from a specific job type for Union business. Supervisor approval will be required if the Union requests more than one worker from a specific job type be absent for Union business.

2. The officers of the Union may adjust their shift (starting or ending time) to conduct a Union meeting once per month. A schedule of such meetings will be provided to the officer's immediate supervisor by July 15 of each year. The officers will be expected to work an eight (8) hour day on the day of each meeting. There shall be no premium pay for working non-overtime hours outside the regularly scheduled work hours.

Article VII
GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is a claim that there has been a specific violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.

2. A "grievant" is:

a. An employee who claims to have suffered a violation of rights under the Agreement. The term "employee" may include more than one employee.

b. The Union if it claims a right specifically granted to the Union in the Agreement has been violated.

3. The word "days" in this article shall mean calendar days.

B. The Union may act on behalf of a group or class of employees who allege a common violation of this Agreement.

C. Grievance Procedure

1. Informal Hearing

a. An employee who believes that a grievable action has been suffered shall first present the grievance informally to the employee's supervisor within fourteen (14) days after the fact or circumstances giving rise to the grievance.

b. A Union representative shall be in attendance at the employee's informal hearing with the employee's supervisor.

c. The supervisor will give his/her decision within fourteen (14) days of the informal hearing.

2. Step One

a. If the grievance is not resolved at the informal hearing and the grievant wishes to pursue it further, the grievance must be reduced to writing on the form attached as Appendix C and filed with the supervisor within fourteen (14) days after the date of the informal hearing. A copy will be sent by the grievant to the Union and the superintendent.

b. Within fourteen (14) days from the date on which the supervisor receives the written grievance, the supervisor will conduct a hearing on the grievance.

c. The grievant shall be accompanied by a representative of the Union at this Step One hearing.

d. Within fourteen (14) days after the hearing, the supervisor shall give an answer in writing to the grievant, with a copy to the Union and the superintendent.

3. Step Two

a. If the grievant is not satisfied with the disposition of the grievance at Step One, it may be appealed to the superintendent/designee. The Union may initiate the grievance procedure for a Union grievance by submitting such grievance to the superintendent/designee.

b. The grievance must be appealed in writing and be filed within fourteen (14) days after the date of the supervisor's disposition at Step One.

c. The superintendent/designee shall schedule a hearing on the appealed grievance within fourteen (14) days after receipt of the written appeal. This hearing at Step Two will be conducted by the superintendent/designee.

d. Representatives of the Union and the District shall be in attendance at this Step Two hearing.

e. Within fourteen (14) days after the hearing, the superintendent/designee shall give an answer in writing to the grievant with a copy to the Union.

4. Step Three

a. If the grievant is not satisfied with the disposition of the grievance at Step Two, it may be appealed to the Board of Education.

b. The appeal must be in writing and be filed within fourteen (14) days after the date of the superintendent's/designee's disposition at Step Two. The written grievance form, together with copies of all materials previously filed, must be delivered to the Midland Public Schools' Administration Center to the attention of the secretary of the Board of Education.

c. The Board of Education may hold a hearing on the grievance or may render its disposition after a study of the documents already filed.

(1) If the Board decides to hold a hearing on the grievance:

(a) Representatives of the Board shall schedule the hearing within fourteen (14) days after receipt of the written appeal of the grievance.

(b) Representatives of the Union and the District will be in attendance at this hearing.

(c) Within fourteen (14) days after the hearing, the Board shall give its answer, in writing, to the grievant, with a copy to the Union.

(2) If the Board decides not to hold a hearing, the Board shall, within fourteen (14) days of its receipt of the grievance, provide the grievant with a written answer, with a copy to the Union.

d. Administrative judgment resulting in an adverse evaluation of an employee cannot be grieved beyond Step Three of the grievance procedure unless based upon a specific violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.

5. Step Four: Arbitration

a. If the Union is not satisfied with the disposition of the grievance at Step Three, the Union may refer the grievance to arbitration.

b. If the Union decides to have the grievance arbitrated, it must inform the District of its intent, in writing, within fourteen (14) days after the date of the answer at Step Three.

c. Following the written notice of intent to submit to arbitration, the Union and a representative of the District shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within fourteen (14) days after date of the notice to submit to arbitration, the American Arbitration Association shall be requested to provide the names of seven (7) arbitrators. The demand for arbitration must be filed with AAA within twenty-one (21) days after the date of the notice to submit to arbitration. Both the Board and the Union, in that order, shall have the right to strike a name until only one remains. The one remaining will be the arbitrator. The Union and the District will mutually determine who has the responsibility for notifying the mutually selected arbitrator, when the services of the American Arbitration Association are not utilized, securing available dates, place of hearing and any other administrative arrangements.

d. The arbitrator shall hear the grievance in dispute and render a decision, in writing, within thirty (30) days after the close of the hearing or, if briefs are filed, within thirty (30) days after the date for filing in accordance with the rules of the American Arbitration Association. The decision shall be final and binding upon the District, the Union and its members, and the employee involved.

e. The arbitrator's fees and expenses shall be borne by the losing party.

(1) It will be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved, the Union, and the District to hold proceedings during regular working hours, employees participating in arbitration, on their own behalf or on behalf of the Union, will be released from assigned duties without loss of pay.

(2) The expenses for attendance of any employees, witnesses, or participants in the arbitration shall be paid by the party calling such employees, witnesses, or such participants.

(3) It shall be the function of the arbitrator, and he/she shall be authorized and empowered except as limited below, after due

investigation, to make a decision, in writing, and set forth his/her finding of fact, reasoning, and conclusions of the issues submitted.

(a) The arbitrator shall not add to, subtract from disregard, alter, or modify any of the terms of this Agreement.

(b) He/she shall not establish or change wage scales.

(c) He/she shall not change any practices, policies, or rules of the District.

(d) He/she shall not make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of the Agreement.

(e) His/her power and authority shall be limited to deciding whether the District has violated the expressed provisions of this Agreement.

(f) If the District disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall render his/her decision on the arbitrability issue before the merits of the grievance.

(g) There shall be no appeal from the arbitrator's decision if within the scope of his/her authority, as set forth above. It shall be final and binding on the Union, its members, the employee(s) involved and the District, each of whom expressly agree to abide by such decision.

(4) Claims for back pay shall not exceed thirty (30) days from the date on which the grievance was filed. All claims of back wages shall be limited to the amount of wages the employee would otherwise have earned less any monies earned by the employee during the period covered by the back wages claim and all unemployment benefits received.

D. General Provisions

1. All provisions for processing a grievance filed by an employee shall also apply to grievances filed by the Union.

2. The grievance form in Appendix B will be distributed by the Union so as to facilitate operation of the grievance procedure. Each grievance and/or appeal shall contain the following information: name of grievant, when the alleged violation occurred, where the alleged violation occurred, a description of the facts giving rise to the alleged violation, identification by appropriate reference to all provisions of this Agreement alleged to be

violated, and the specific relief requested. All grievances and appeals must be signed by the grievant or a Union official.

3. Every effort will be made to avoid the involvement of students in all levels of the grievance procedure. Any investigation meeting or hearing involving the grievant shall be conducted before or after the working hours of the grievant.

4. The grievant, or an officer of the Union if the Union is the grievant, may be present at all steps of the grievance procedure.

5. No grievance shall be filed for or by any employee after the effective date of that employee's resignation or retirement.

6. A grievance may be withdrawn at any step of the grievance procedure without prejudice.

7. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

8. Failure to appeal a grievance within the specified time limits shall result in the grievance being denied. Failure to communicate an answer to a grievant within the specified time limits shall entitle the grievant to proceed to the next step. The specified time limits may be extended by mutual agreement in writing of the Union and the District.

9. Neither the grievant nor the District shall be permitted to assert, in an arbitration proceeding, any grounds or submit and rely on any evidence not previously disclosed to the other party.

Article VIII
DISCIPLINE

A. The District may adopt rules, regulations and directions with which employees are to comply.

B. No employee will be disciplined without just cause or without due process.

C. When an employee is to be disciplined, the employee will be entitled to have a representative of the Union present if he/she requests such representation.

D. It is understood that the sequence of disciplinary action stated below need not be followed in the order listed. The severity and the nature of the employee's violation will determine the penalty to be assessed by the District. Employees violating any of the rules and regulations of the District may be disciplined in the following manner: (Violation of work rules may be treated cumulatively)

First Offense:	Written Reprimand
Second Offense:	Suspension Without Pay
Third Offense:	Disciplinary Action Up To And Including Discharge

E. The Union shall be notified when disciplinary action is taken against a bargaining unit member.

F. The specific grounds for disciplinary action will be made known to the bargaining unit member no later than the time discipline is imposed.

G. The immediate supervisor of the department will initiate discipline. In the absence of the immediate supervisor, discipline will be initiated going up the chain of command as delineated by the Board of Education. It is understood that some discipline maybe administered only by the Superintendent and/or the Board of Education.

Article IX
PROBATIONARY EMPLOYEES

A. Newly hired employees shall be considered as probationary employees for the first sixty (60) calendar days.

B. There shall be no seniority among probationary employees. When a probationary employee completes a probationary period, the employee shall be entered on the seniority list retroactive to the date of hire.

C. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions as set forth in this Agreement except that any discipline of probationary employees will not be subject to the grievance procedure.

Article X
CLASSIFICATION OF EMPLOYEES

A.

1. Grounds
   a. The custodial handyman/person will maintain their Grounds Job Classification as long as they maintain continually their licenses to perform grounds duties.

2. Skilled Trades

B. If any new jobs are inserted into these classifications, the union will be informed of pay. If there is a disagreement over the classification placement or rate of pay, it shall be subject to the grievance procedure.

Article XI
SENIORITY

A. Seniority shall be defined as the length of continuous service with the Midland Public Schools in a position covered by this Agreement.

1. Seniority of each employee shall be computed in years, months, and days from his/her hiring date.

1. "Hiring date" shall be defined as the first day of active employment in a bargaining unit position.

B. It is agreed that whenever the District either reduces or increases its regular working force the principle of seniority shall prevail, provided, the employee retained or recalled is qualified to do the work.

C. Loss of Seniority

An employee shall lose seniority and his/her employment with the District shall be terminated for the following reasons:

1. The employee voluntarily quits.

2. The employee retires.

3. The employee is discharged and the discharge is not reversed through the grievance procedure.

4. The employee fails to return to work within (15) work days after the issuance by the District of notice of recall by registered or certified mail to the last known address of the employee as shown on the District's records.

5. The employee fails to report to work after an excused absence, unless there are extenuating circumstances and the supervisor is so notified by the employee.

6. The employee is laid off for a continuous period equal to his/her seniority or two (2) years, whichever is less.

7. The employee falsifies any information on the application for employment. (The falsification may come to light any time after the employee's date of hire or date of acquiring seniority.)

Article XII
LAYOFF AND RECALL

A. The word "layoff" means a reduction in the work force. Reduction in force layoffs of bargaining unit members within the various job classifications will be made in accordance with seniority and qualifications. When it is necessary to reduce the work force within the various job classifications, layoffs will be in the following order:

1. First, all temporary employees

2. Second, employees in probationary status will be laid off in reverse order to their hiring.

3. Subsequently, employees with the least seniority will be laid off. Exceptions may be made by the employer if a senior employee does not possess the qualifications/skills necessary to perform available work.

4. Any employee to be laid off shall have at least fourteen (14) calendar days notice.

5. Prior to notifying any bargaining unit member, the District will provide the Union with a list of the number of employees scheduled for layoff, their names, seniority, job title, and work locations.

B. BUMPING

An employee laid off pursuant to this Article or an employee whose job has been eliminated, may bump the employee with the least seniority with the same shift and job classification, if the bumping

employee has more seniority than the employee he or she will bump, has previously worked in that job classification, and/or is qualified to perform the functions of the less senior employee. If there is no less senior employee with the same shift and job classification, then the listed employee may bump the least senior employee (with less seniority than the listed employee) in the bargaining unit who holds a position which the listed employee is able and qualified to perform.

C. RECALL

Each employee on layoff shall be notified by the District of the first opportunity for recall. Notice of recall will be given in writing by certified mail, return receipt requested, to such employee's last known address filed with the District. The employee shall notify the District of any change of address. Any employee who fails to accept an offer of re-employment equivalent to his/her employment at the time of layoff within fifteen (15) calendar days shall thereupon forfeit his or her seniority rights with respect to employment in accordance with the seniority provisions of the Agreement. Recalls shall be on the same basis as layoffs with the most senior employees being put to work first, and then employees on original probation period. The right to recall shall expire after a continuous period of layoff equal to the employee's seniority at the time of lay off, or two (2) years, whichever is less.

Article XIII
JOB POSTING

A. All job openings in the bargaining unit shall be posted on the Union bulletin board for three (3) working days and shall be awarded on the basis of seniority, ability, and qualifications. All postings shall list the job classification, the scheduled hours and days, normal work area and the building(s) assignment.

B. A job opening will occur only when there is an addition to the work force for skilled trades and grounds personnel, if a new bargaining unit position is created, or if a replacement must be procured to fill a vacancy caused by the leaving of an existing bargaining unit member.

1. If 50% or more of a job assignment is changed in a period of 3 fiscal years or less, it shall be considered to be a new position.

2. An employee in an assignment that is changed as described in 1. above, may bump a less senior employee in his/her classification. To exercise this right, the bumping employee must have more seniority than the employee being bumped.

C. No employee shall sign a job posting unless willing to assume the duties of said job.

D. An employee who signs a job posting and is awarded the job cannot sign for another posting for a period of one hundred and eighty (180) days. The only exception would be if the posting would result in either a promotion or a raise in pay for the employee.

E. The employee shall sign for the posting at the designated location in the Administration Center.

F. When an employee is absent from work, he/she will be responsible for checking on and signing any job postings that are offered during his/her absence. Employees on an excused absence may call their signing in over the telephone to the Administration Center.

Article XIV
BEREAVEMENT LEAVE

A. Employees on regular school year employment will be entitled to a maximum of five (5) days of absence with pay in the event of the death of the employee's spouse, child, or dependent of the immediate household.

B. Employees on regular school year employment will be entitled to a maximum of three (3) days of absence per year with pay in the event of the death of the employee's parent; the employee's spouse's parent; the employee's sibling; or the employee's grandfather, grandmother, or grandchild.

C. Employees on regular school year employment will be entitled to a maximum of one (1) day of absence per year with pay in the event of the death of a relative not specified in Article XIV, section A and B, or of a close friend.

Article XV
EVALUATION OF WORKLOAD

A. When a custodian is assigned work other than his/her normally assigned area, adjustments will be made by the head custodian.

B. Any employee who feels that his/her workload cannot be completed during his/her shift will be referred to a special conference with supervision. If the problem is not resolved, a job study may be conducted by the District and/or the Union.

Article XVI
SICK LEAVE

A. Allotted days of sick leave.

1. Each employee covered by this Agreement shall accumulate thirteen (13) days of sick leave allowance for each year the employee receives pay in a regular yearly position at the rate of 13/12 days per month of full-time employment. Employees on regular school year employment will be entitled to use personal sick leave or their sick leave accumulation bank of days for the employee's or the employee's family member's mental or physical illness, injury, or health condition including situations where the employee or a family member is a victim of domestic violence or sexual assault; medical diagnosis, care, or treatment of the eligible employee's mental or physical illness, injury or health condition; or for preventative medical care for the eligible employee. See A.3. and A.4. of this Article for the ESTA exemptions.

2. If an applicant is hired on or before the fifteenth of the month, the employee shall be credited with sick leave earnings for that month. If hired after the fifteenth of the month, the employee shall start earning sick leave beginning on the first day of the following month.

3. Each fiscal year, seventy-two (72) hours of an employee's accrued sick leave shall be designated as meeting the requirement of the Michigan Earned Sick Time Act (ESTA). These hours will run concurrently with the employee's general sick leave bank and, where applicable, the Family and Medical Leave Act (FMLA). Should ESTA be modified, the District and Association agree to discuss the changes through the Contract Review and/or bargaining process, as it relates to Article XVI.

a. Employees may only use up to seventy-two (72) ESTA-designated hours concurrently with sick leave each fiscal year for any of the following reasons permitted by law:
   i. To obtain from a victim services organization; and to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or result from the domestic violence or sexual assault.
   ii. For a meeting at a child's school or place of care related to the child's health or disability or the effects of domestic violence or sexual assault on the child.
   iii. For closure of an employee's place of business by order of a public official due to public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of an official due to public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of other because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

4. For purposes of ESTA leave, "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 or an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor.
   c. A person to whom the employee is legally married under the laws of any state or a domestic partner.
   d. A grandparent.
   e. A grandchild.
   f. A biological, foster or adopted sibling.
   g. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

B.

1. Unused sick leave days accumulate without limitation. If a bargaining unit employees so voluntarily chooses, they may cap their accumulation at 150 days, and be paid $25 per day for any days earned beyond 150 accumulated days.

2. For those bargaining unit employees already above 150 days at the end of the 2018-19 fiscal year, they may choose to cap their days at 150 days prior to the 2019-20 fiscal year and receive $25 a day for those days currently beyond 150 days and then begin compensation for those days earned over 150 days in the 2020-21 year as described in Article XVI B.1.

3. All decisions are irrevocable.

C. Employees who have no sick leave absences for six months earn a vacation day in addition to the days described in Article XIX – Vacation Schedule. For each additional six month period an employee does not use a sick day he/she will earn an additional vacation day. This policy will be applied using a rolling calendar, meaning that an employee begins to accumulate toward

additional vacation the day he/she returns following use of sick leave. An employee who has no sick leave absences for two consecutive six month periods will earn 2 vacation days after the 12 months (this would be in addition to the vacation day earned initially after the first 6 months).

D. Unused sick leave days at the time of termination of employment, for any reason including retirement, will not constitute a claim upon the District.

E. Sick days are eligible for employee use after they have been earned.

F. Up to half the earned sick days may be borrowed**,** to a maximum of five (5) days.

G. Pay while on sick leave. An employee will be paid full compensation starting with the first day of approved sick leave in accordance with the following conditions:

1. On each occasion it is the expectation that the employee calls in reporting the use of sick leave, no later than the beginning of the employee's shift. After the initial 72 ESTA-covered hours, failure to do so may result in denial of sick leave at the discretion of the District. In addition, employees must notify their supervisor or designee each day that they intend to use sick leave, in accordance with the above items. Exceptions to this will be any illness or injury, resulting in admittance to a hospital.

2. Medical certification may be required to substantiate sick leave absences of three (3) working days or more within 15 days of the request, if the supervisor or designee has reason to believe the employee is abusing sick leave. In this instance, the District will require a medical certification by sending the employee to the District's physician at the employer's expense for verification of the sick leave request or prior to returning to work in order to verify fitness for the employee's job description.

H. An employee, while on paid sick leave, shall be deemed to be on continuous employment for the purpose of computing all benefit accruals, including sick leave accumulation and seniority, referred to in this Agreement.

Employees on unpaid leave of absence, receiving long-term disability benefits, or on worker's compensation shall not accrue sick leave during such periods. Sick leave accrued prior to the unpaid leave will be retained, and accruals will resume upon return to active, paid status.

I. If an employee is injured on the job and therefore eligible for Workers' Compensation, sick leave shall be paid starting on the first day.

J . Preplanned use of sick leave.

1. Absence for preplanned use of sick leave (such as scheduled surgery or childbirth) will be approved starting on the date at which the employee is physically no longer able to work. This date and the employee's physical inability to work must be certified by the employee's physician.

2. The District may require an examination by an independent physician as to the date at which the employee is physically unable to work. The date at which the approved absence

is to begin will be the date set by the independent physician. This examination will be at the expense of the District. Absence from work by the employee prior to the date set by the independent physician will be unauthorized.

3. It is expressly understood that absence under sick leave for recovery from childbirth is not for the purpose of caring for the baby.

Article XVII
COMPENSABLE INJURY PAY

Employees receiving Workers' Compensation benefits as a result of compensable injuries shall be paid the difference between the proceeds from Worker's Compensation and the employee's full pay period provided, however, that the difference shall be deducted from the accumulated sick leave on a prorated dollar basis. When an employee's sick leave is depleted, the employee shall be paid Worker's Compensation only. Upon return to work, said employee will return to the job held on the date of injury, providing the employee is capable of performing the duties of said job.

The employee shall pay his/her portion of the premium for health insurance, if applicable, while receiving Workers' Compensation payments.

Article XVIII
SUPERVISION WORKING

A supervisor shall not take over the shift or duties normally performed by an employee in the bargaining unit except in an emergency. It is recognized that head custodians may perform normal cleaning duties during the day shift, use a riding snowblower on sidewalks and entrance areas of the building they are assigned to for their day shift and perform touch-up paint for an area no larger than ten square feet in the building they are assigned to for their day shift. For clarification purposes: this section does not affect the ability for supervisors to paint during the summer.

Article XIX
VACATION SCHEDULE

A. Beginning on July 1 after initial employment, the earned vacation allowances will be according to the following schedule.

Completed Fiscal Years of Service	Earned Days of Vacation
0	*
1-5	16
6-7	17
8-9	18
10-11	19
12-13	20
14-15	21
16-17	22
18-19	23
20-21	24
22-23	25
24 +	26

*During the year of initial employment, one and one-third days of vacation will be earned for each complete consecutive month of employment, through June 30.

B. Vacation days are eligible for employee use the year after they have been earned.

C. Up to half the earned vacation days may be borrowed to a maximum of five (5) days.

D. If all vacation is not used in any one year a maximum of five (5) unused days may be carried over.

E. The total number of vacation days earned and accumulated by carryover and borrowing shall not exceed thirty (30) days.

F. A written application for vacation time must be submitted to the employee's supervisor. Application should be submitted with sufficient advance time to allow the supervisor at least forty-eight (48) hours to consider said application. If the urgency of the vacation is of such a nature that application in writing is not practical, verbal approval by the supervisor will be sufficient and the written request will be submitted by the employee upon return from vacation.

G. Vacation may be taken in one-half (1/2) day increments. One vacation day per year may be used in one-hour increments.

H. Vacation credit will be earned only for those months in which an employee received pay for the majority of the scheduled working days of that month.

Employees on paid leave, including paid sick leave, shall be considered in continuous employment for the purposes of benefit accruals under this Agreement, including the accumulation of vacation credit, provided they receive pay for the majority of scheduled working days in the month.

Employees on unpaid leave of absence, receiving long-term disability benefits or on workers' compensation shall not accrue vacation credit during such periods. Vacation balances earned prior to the commencement of the unpaid leave shall be retained, and accruals will resume upon return to active, paid employment once they again receive pay for the majority of the scheduled working days in the month, in accordance with this Agreement.

I. The school system is operated on a fiscal year basis, July 1 through June 30.

J. An employee who leaves employment with the District shall receive vacation pay prorated on the basis of vacation time earned for the current year.

K. The beneficiary of an employee who dies while in the service of the District shall receive vacation pay prorated on the basis of vacation time earned for the current year.

L. Employees who were on active duty in the military service shall receive credit for vacation purposes only as follows: each year of active duty shall be counted as one year of vacation credit**.** Partial years shall be rounded off to the nearest year. No more than five (5) years of credit time will be allowed.

M. No more than ten (10) custodial employees will be allowed vacation per day except during the period of November 15th through November 19th. This vacation must be requested by November 1st and will be granted by seniority and limited to no more than sixteen (16) custodial employees during this time frame.

ARTICLE XX
HOLIDAYS

A. Employees shall receive a holiday with pay at the employee's current regular wage for the following holidays:

July 4th
Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas Day
Christmas Day
New Year's Eve
New Year's Day
Good Friday
Memorial Day

B. The employee must work the regularly scheduled day before and regularly scheduled day after the holiday or be on an approved paid absence to be eligible for holiday pay.

C. Time and one-half (1.5) will be paid for all hours worked on holidays plus regular pay for the holiday. When a paid holiday falls in an employee's paid vacation week, the paid holiday will not be charged as a paid vacation day.

D. If a paid holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a paid holiday falls on Sunday, the following Monday shall be considered as the holiday.

Article XXI
OVERTIME

A. Time and one half will be paid for work in excess of forty (40) hours per work week. Double time will be paid for the seventh day worked in that work week and for authorized work on a Holiday as delineated in Article XX. .

B. Paid time off shall be counted as time worked for the purpose of computing overtime pay.

C. It is the purpose of this section that necessary overtime work shall be distributed as nearly equal as is practical among the eligible employees.

The overtime roster shall be posted every two weeks. Overtime rosters will be managed by administration to ensure no more than a 15-hour differential between the highest and lowest person on the roster in terms of accumulated overtime hours.

Overtime in a particular building will first be offered to employees assigned to that building provided they are within 15 hours of the lowest person on the overtime roster. It will be offered to the custodian with the least overtime hours within the particular building first. If no custodian

assigned to the building with overtime accepts the work assignment, it will then be offered to the lowest custodian on the overtime roster.

D. Management reserves the right to assign weekend overtime to a custodian assigned to a particular building even if they are more than 15 hours higher than the low person on the overtime roster due to circumstances where an employee should have a familiarity with the specific operation of the building. These employees will not be offered regular overtime until they are within 15 hours of the lowest person on the overtime roster.

E. An employee who refuses overtime or is unavailable to accept the overtime will be charged for the overtime. If he or she contacts the person assigning overtime within 30 minutes after he/she was called, they will be assigned any available overtime still unassigned for that particular day or overtime scheduled for the next workday. If no overtime is available and the employee calls back within 30 minutes, they will not be charged for refused overtime.

F. Custodians who choose not to be included in the regular overtime roster will be listed on an "Emergency Overtime Roster" by seniority. If no one on the regular overtime roster is available to work the necessary overtime, the lowest senior person on the "Emergency Overtime Roster" will be contacted and expected to work the overtime unless excused by the Manager of Skilled Trades.

G. An employee reporting for emergency call-in duty shall be granted a minimum of two (2) hours overtime pay.

H. New hires will be placed on the appropriate overtime roster after completing the sixty (60) day probationary period. Qualified new hires in their probationary period may work overtime if no other qualified non-probationary employee is available or willing to accept the overtime or if they are working to assist an employee in the same job classification.

Article XXII
LEAVE FOR MILITARY SERVICE

A. Leaves without pay for periods of required military service shall be considered as equivalent to the same period spent on regular employment. The employee's seniority shall continue during such leave.

B. National Guard and United States Armed Service Reserve Training Programs

Any employee who is a member of the National Guard or of a reserve unit of the Armed Forces who is called to attend military camp programs and who must go in order to retain present status in such programs will be governed as follows:

Option 1. An employee may take vacation for the training period, up to a maximum of 10 days. Example:

Total gross pay from U.S. Gov't. $543.15
Total gross pay from MPS $720.00
10 days would be deducted from vacation bank

Option 2. An employee may take deduct for the training period. Example:

Total gross pay from U.S. Gov't $543.15

Total gross pay from MPS $ 0

Option 3. An employee may be paid by the District for the training period, up to a maximum of 10 days, but must turn in base pay from the training period to the District. Example:

Total gross pay from U.S. Gov't.	$543.15
Total gross pay from MPS ($720 - $362.10)	$357.90
(Base pay $36.21 x 10 days = $362.10)	

Combination of Option 1 and 3.

An employee may take vacation for 5 days of the training period and also reimburse the District for 5 days at their base pay rate. Example:

Total gross pay from U.S. Gov't.	$543.15
Total gross pay from MPS ($720 - $181.05)	$538.95
(Base pay $36.21 x 5 days = $181.05)	
5 days deducted from vacation bank	

An employee may only use this combination of options in 5 day increments, ie: 5 days vacation, 5 days reimbursement to District.

Option 4. The employee must submit to the payroll manager a copy of the employee's orders to report for active duty under a reserve program or National Guard program prior to such leave.

Option 5. No pay will be granted for time off in excess of a total of ten (10) scheduled working days in any one calendar year.

Article XXIII
REPORTING FOR WORK

An employee who reports to work and is then sent home due to circumstances beyond the employee's control – such as weather, fire, or acts of God – will be paid for the balance of that day.

Article XXIV
JURY DUTY

An employee chosen for jury duty shall be excused without penalty or loss of salary. When the employee is excused from jury duty he/she will be expected to report to work for the remainder of his/her normal work shift. If time spent reporting for jury selection or sitting on a jury exceeds four (4) hours and does not occur during the employee's normally scheduled work shift, then the employee shall report for his/her normal shift and work the number of hours required to total eight (8) hours for the day**.** If unique circumstances create a hardship for the employee in terms of completing the remainder of a shift, the Director of Human Resources may grant an exception upon request from the employee.

Article XXV
HOURS OF WORK

A. PURPOSE

The sole purpose of this provision is to provide for the computation of straight time, overtime and other premium wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the District to any employee of a minimum or maximum number of hours

worked per day, per week, or per year. The District's pay records, practices and procedures shall govern the payment of all wages.

B. WORK WEEK

The work week shall consist of seven (7) days beginning immediately after 12:00 midnight on Sunday, and ending on 12:00 midnight the following Sunday.

C. REGULAR WORK WEEK

The regularly scheduled work week will consist of five (5) consecutive – days, Monday through Friday.

D. WORKDAY

The work day is a period of twenty-four (24) consecutive hours beginning at the start of a calendar day and ending at midnight of that day.

E. REGULAR WORKDAY

A regular work day shall consist of 7-1/2 consecutive hours of work as well as lunch and break periods identified in this article.

F. IDENTIFICATION OF SHIFTS

1. There shall be a day shift, an afternoon shift, and a midnight shift. All employees are to be at their regularly assigned building or work area at their scheduled starting time. Scheduled starting times shall be adhered to. Job postings will define the normal shift and hours for each position.

2. The District retains the right to change the time periods within which shifts will commence, provided that the District gives the Union a minimum of two (2) weeks notice of any such change.

G. WORK BREAK AND MEAL PERIOD

1. Lunch Periods
   a. Each employee shall have an unpaid lunch period of thirty (30) minutes, during his/her shift.

   b. The normal lunch periods for all employees will begin after the completion of the first four (4) hours of work and will end thirty (30) minutes later, depending on the length of the lunch period.

   c. Employees shall adhere to starting and ending times.

2. Work Breaks

a. Employees may have a fifteen (15) minute break in the first four (4) hours of the work day and in the second four (4) hours of the work day. They shall not leave their work sites during these work breaks.

b. No work break is to exceed fifteen (15) minutes.

c. Appropriate break times may be determined by management and posted at each work site.

Article XXVI
SAFETY

A. It is recognized that safety, to be effective, must involve individual responsibility on the part of every employee. All employees must be constantly aware of any condition or action that might be termed unsafe or careless. Both the Union and the District must promote safety and endorse such rules as to enhance safety. All employees must recognize that observance of safety rules and regulations is a condition of employment.

B. Required protective clothing and gear shall be worn at all times when recommended by the District safety committee and approved by the Director of Human Resources. The wearing of the required safety equipment, provided for the employees by the District, shall be a condition of employment. Failure of an employee to wear required equipment, provided by the District, shall result in disciplinary action up to and including discharge.

C. Safety shoes and safety glasses will be worn at all times while on the job.

D. During the month of July, upon presentation of a sales receipt for the purchase of one (1) pair of safety shoes each school year, the District will reimburse each member of the Union for the total amount of the receipt, up to $200.00. New employees shall be likewise reimbursed within their first three (3) weeks of employment. For the following July only, the new employee will be entitled to a reimbursement check with the $200.00 prorated according to the number of months he/she worked in the first fiscal year of his/her employment.

E. The District will purchase uniform/logo work clothing for employees in grounds and trades classifications up to $300.00. The purchases will be limited to clothing approved and offered by the District.

Article XXVII
CREW LEADERS

A. Crew leaders will be appointed by the District. Crew leader positions will not be posted.

1. Employees may refuse a crew leader position.

2. Crew leaders will be responsible for ensuring that the duties assigned to the crew are completed in a timely manner.

3. Crew leaders will not be assigned supervisory duties over other members of the crew.

4. Crew leaders must be a member of the existing building crew prior to their appointment as crew leader.

5. A crew leader's assignment in combination with his/her assigned work area, will not exceed seven and one-half (7.5) hours per day.

B. Crew leaders will receive an hourly stipend in addition to their normal hourly pay during the school year. (See Appendix A.) They will not receive this additional pay during summer cleaning, unless they continue to serve as crew leaders during this time.

C. A crew leader will not lose the title or have crew leader responsibilities taken from him/her while performing satisfactorily, unless the position is eliminated, the crew leader is awarded a posted position, or is bumped. Prior to removing a crew leader from his/her position, the District will provide the employee an opportunity to improve job performance. If a crew leader fails to meet District expectations after opportunities to improve have been provided, the District may remove him/her from the position of crew leader.

Article XXVIII
MILEAGE

When an employee uses his/her personal vehicle on work-related business, and receives reimbursement based on actual mileage, the employee shall be reimbursed at the I.R.S. standard business mileage rate.

Article XXIX
INSURANCE BENEFITS

A. Health Insurance-available for employees employed 30 or more hours per week.

It is agreed that the District will pay costs as outlined in the District's Summary Plan Description.

Insurance provisions are based upon the Board of Education maintaining the use of the state mandated hard cap provisions of Public Act 152 of 2011 for the remainder of this agreement.

The District and Association agree to engage in a multi-labor group insurance committee to examine rates and coverage options due to an anticipated breech of statutory Hard Cap limits. Any outcome from the district insurance committee will be brought to the negotiating table for approval. The District and Association agree that the outcome of the insurance committee will be brought forth to Contract Review no later than October 1st, 2025.

See Medical Insurance - PA 152 Hard Cap Compliance LOA - dated 8/15/25.

If spouses are both employed by the district the health insurance coverage for both and/or their children if any will be considered either 2-person or full family coverage. The "birthday" rule, as defined in the summary plan description, will be used to determine the policy holder and contributing employee.

A person may opt-out of health insurance coverage if they show evidence of having other insurance meeting ACA requirements at any time throughout the school year, however that person may not re-enroll in the insurance plan until open enrollment.

In the unfortunate event of the death of a currently employed employee, the health insurance coverage will be extended for an additional month with the district paying the COBRA rate.

The District will enable the MESSA portal for employees to add additional coverage options. The additional options will be at the employee expense. The portal will be enabled for the length of this agreement.

If a participating MCESPA member leaves the District in mid-year, no more money will be added to the member's HSA account from the date of resignation forward.

New hires will have their employer contribution loaded upon hire, prorated to the number of months left in a plan year.

The District retains the right to bid for a healthcare plan.

B. Group Life Insurance-Group term life insurance, for employees employed 30 hours or more per week, in an amount equal to twice the yearly base salary rounded off to the next higher thousand dollars, will be provided by the District.

C. Group Dental Insurance-The District will provide a group dental insurance program. The District's PPO (reasonable and customary) dental is available to employees employed 30 or more hours per week. The enrollment requirements for dental insurance are the same as the enrollment requirements for health insurance

D. Group Vision Insurance – The District will provide a group vision insurance, for the member only, equivalent to MESSA VSP3 at no cost to members regularly employed more than thirty (30) hours per week and more than ninety (90) days per year.

Beginning July 1, 2017, employees may purchase at their own expense 2-person or family vision coverage at the additional cost beyond the single subscriber rate through pre-tax dollars.

E. Long Term Disability Insurance-The District will provide Long Term Disability Insurance to employees employed 30 or more hours per week.

F. MCESPA employees will pay toward the District's health insurance program three-fourths percent (.75%) for Single Subscriber, one and one-half percent (1.5%) for Two Person Subscriber, and two percent (2.0%) for Full Family on gross wages per pay for twenty-one (21) pays. Overtime wages are not included.

G. Bargaining Unit Members may elect to use Midland Public Schools Section 125 Cafeteria Plan to pay their share of medical insurance premium using pre-tax dollars. Current documents may be obtained through the Business Department.

If the duration of the Master Agreement, the illustrative rate/premium rate for the current insurance policy exceeds the state mandated hard cap allowance, the amount of employee premium contributions as defined in Paragraph F. of Article XXIX will be applied to the state mandated requirement for employee premium share for the hard cap pro vision defined in Paragraph A. of Article XXIX.

With mutual agreement of both the MCESPA and the District, if it is determined to be in the best interest of the parties to change current benefit levels because of a change in the state mandated requirements for employee premium share during the duration of the Master Agreement, the parties will meet to negotiate those policy changes. Representatives of other employee groups may be included in the discussion.

Article XXX
CONTRACT REVIEW/MAINTENANCE

A. Beginning in the fall of 2004 representatives of the District and the Union shall meet formally three (3) times each year from September through June for the purpose of reviewing the implementation of this agreement and for resolving problems that may arise. The meetings shall be called at mutually agreed upon dates and times. Additional meetings may be scheduled upon mutual agreement or meetings may be cancelled upon mutual agreement.

B. Three to five representatives shall be selected by the Union and three to five administrator representatives will be selected by the Superintendent. The Union and Administrator representatives shall separately designate a Union chairperson and an Administrator chairperson who shall serve concurrently as co-chairpersons. Each chairperson shall submit to the other chairperson, items for discussion at least one week in advance of the scheduled meeting.

C. The meetings of the Review Committee are not intended to bypass the grievance procedure outlined in Article VII of this agreement.

D. Agreements arrived at by the Review Committee shall be reduced to writing in the form of Memoranda of Understanding and submitted to the Union Board and the Board of Education for approval. Upon approval by the Union Board and the Board of Education the memoranda shall become a part of the agreement for the duration of the agreement. Other agreements arrived at by the Review Committee but not included in the agreement shall be reduced to writing in the form of Letters of Understanding endorsed by the Union President and the Director of Human Resources.

Article XXXI
SEPARABILITY CLAUSE

If any term or provision of this Agreement is at any time during the life of this Agreement adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision in this agreement.

Article XXXII
ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the District and the Union, and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Article XXXIII
DURATION

This Agreement shall continue in full force and effect from date of ratification to September 30, 2028 , during which period neither party hereto may re-open this Agreement for negotiation on any issue without mutual consent. However, it is agreed by both parties to engage in a "wage only reopener" during the Spring of 2027 to negotiate 2027-28 wage terms. It is agreed that if change is made by the State of Michigan in its methods of financing public schools, which result in a major financial impact of the district, this Agreement may be subject to renegotiation at the District's request.

Phillip Rausch, President
Midland Public Schools
Board of Education

Date: 10/20/25

Clay DeJongh, President
Midland City Educational Support
Personnel Association

Date: 10-13-2025

Appendix A
WAGES

<table>
<tr><th>2025-2026</th><th>2026-2027</th><th>2027-2028</th></tr>
<tr>
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Wages:

Grounds Schedule: New schedule becomes 3 Steps. Step 1 (year 1), Step 2 (years 2-3), Step 3 (years 4+)

Trades Schedule: Reduce Step 2 duration by 1 year to: Step 2: (years 2-3). Step 3 now begins at year 4.

Customized raises to the Grounds and Trades Schedules effective at the onset of the new agreement. Steps will continue to be granted.

New Scale: 2025-2026

	Grounds		Trades
Step 3 (years 4+)	$21.50	Step 3 (years 4+)	$34.00
Step 2 (years 2-3)	$20.75	Step 2 (years 2-3)	$32.00
Step 1 (year 1)	$20.00	Step 1 (years 1)	$30.00

Former Scale for Reference: 2024-2025

	Grounds		Trades
Step 4 (years 6+)	$20.16		
Step 3 (years 4-5)	$19.45	Step 3 (years 5+)	$31.21
Step 2 (years 2-3)	$18.73	Step 2 (years 2-4)	$29.27
Step 1 (year 1)	$17.59	Step 1 (years 1)	$27.30

</td>
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Wages:

Add $0.50/hour to all Grounds and Trades Schedules. Steps will continue to be granted.

	Grounds		Trades
Step 3 (years 4+)	$22.00	Step 3 (years 4+)	$34.50
Step 2 (years 2-3)	$21.25	Step 2 (years 2-3)	$32.50
Step 1 (year 1)	$20.50	Step 1 (years 1)	$30.50

</td>
<td>

Wages:

The District and Association will engage in a 'wage-only opener' during the Spring of 2027 to negotiate 27-28 wage terms.

</td>
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</table>

Step movement and any associated wage increase will occur as follows:
If the employee's anniversary date of hire falls between July 1 and December 31, the step and any increase in wages will occur July 1 preceding the date of hire. If the employee's anniversary date of hire falls between January 1 and June 30, the step and any increase in wages will occur January 1 preceding the date of hire. For clarification, this section would no override the Michigan legislation which stops step increases when contract have expired.

2. The Custodial Handyman/person will be paid on the Grounds wage scale at $1.00 per hour more than the appropriate wage step and year for that employee.

3. A premium of fifty cents ($1.00) per hour will be paid for the entire 8-hour shift for the following
   a. Midnight shift
   b. Afternoon shift during the summer
   c. Working outside the posted hours in a non-overtime situation
   d. The Administration Center day shift custodian shall continue to receive a premium of $.50 per hour for the duration of his employment in the bargaining unit in his 2002-03 classification.

4. A premium of one dollar ($1.00) per hour will be paid for the entire 8-hour shift for the following:

   a. Working in another building during one's regularly scheduled shift.
   Whenever possible, custodians will be given advance notice of a possible assignment outside their building.

   b. Substituting for a head custodian.

d. Working as a crew leader during the school year; the premium will not be received during summer cleaning unless the bargaining unit member continues to serve as a crew leader during this time.

5. Longevity Pay-MCESPA members who have completed 15 years of service with the Midland Public Schools will receive longevity pay at a rate of $110.00 per year, for each full year of service, starting at 16 years of service, i.e., year 16 = $110.00, year 17 = $220.00, year 20 = $660.00. Years of service are equal to years of service as recorded by the Human Resources Office.

   MCESPA members currently receiving longevity in the 2015-2016 year will only continue to receive the longevity in the amount they received in the 2015-2016 year (not cumulative). For those MCESPA members who have not received longevity in the 2015-2016 school year because they have not completed 15 years of service, they will not receive longevity pay.

6. MCESPA employees will receive a retirement stipend of $183.00 for every year of service to the District, which will increase each year by the amount negotiated as the Contractual wage increase. This amount will be frozen at the 2018-19 rate and will no longer increase by the negotiated contractual wage increase in 2019-20 and beyond.

   (a) employer shall invest the amount of the current retirement stipend from year to year in a pre-tax investment (403B) of the employee's choice, chosen from the current vendors with which district employees deal. This retirement investment will be available to the employee immediately upon completion of each year of service. The amount accrued through June 30, 2011 will immediately be invested six (6) weeks after Board approval of the contract.

7. Flexible Spending Account Option – The District will continue to provide a childcare flexible spending account option for employees in a regular part-time or regular full-time position.

8. If the changes made by the State of Michigan in its methods of financing schools have a major financial impact of the Midland Public Schools, or if district revenue projections are significantly reduced or increased (e.g., student enrollment changes, federal funding changes, foundation grant changes), the wage schedule may be reopened.

Appendix B
GRIEVANCE FORM

MIDLAND CITY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION/MEA/NEA
Grievance Report

Name of Grievant _____

Department _____ Date Written Grievance Filed _____

Date alleged violation occurred _____

Place alleged violation occurred _____

Date of informal hearing _____

Date of informal hearing decision _____

Section(s) of Agreement alleged to have been violated _____

_____

_____

Statement of grievance _____

_____

_____

_____

_____

Relief requested _____

_____

_____

_____

_____

Signature of Grievant or Union: _____ Date: _____

Date written grievance received _____

Manager receiving grievance _____

Appendix B (con't)

Grievance Form (Page 2)
MCESPA Grievance No. _____

A. Step One Hearing Date: _____

Manager's Decision _____

_____

_____

_____

Manager's Signature: _____ Date: _____

Date Decision received by Union: _____

Union Response: _____

_____

Union Signature: _____ Date: _____

Date grievance received by Superintendent/Designee _____

B. Step Two Hearing Date: _____

Superintendent's/Designee's Decision _____

_____

_____

_____ _____

Superintendent's/Designee's Signature Date

Date Decision received by Union: _____

Union Response: _____

_____

_____ _____

Union Signature Date

Date grievance received by Board of Education: _____

Appendix B (con't)

Grievance Form (Page 2)
MCESPA Grievance No. _____

C. Step Three Hearing Date: _____

Board of Education's Decision _____

_____

_____ _____
Board of Education's Signature Date

Date Decision received by Union: _____

Union Response: _____

_____

_____ _____
Union Signature Date

Appendix C
SNOW REMOVAL

All Grounds and Skilled Trades (Maintenance) Employees, Members of the Midland City Education Association, may assist in the removal of snow for the Midland Public Schools, under the following conditions:

Employees will voluntarily sign up to be on the list to do snow plowing. Signing onto the voluntary snow plowing list implies a commitment to do the snow plowing when the need arises. Unless the Employee is ill or otherwise absent on a day snow plowing is scheduled, he/she will make himself/herself available to work the additional hours.

The District will train all volunteer Employees to perform the duties involved in snowplowing. Training will be completed during regular work hours or as overtime, at the Employer's discretion.

If more than four (4) inches of snow is predicted for a given day, the Employer will assign work based on seniority within the sub-classification. For instance, if two electricians are on the voluntary snow plowing list, the first one called would be the most senior member. On the following occasion of need, the next most senior member would be called.

If less than four (4) inches of snow is predicted for a given day, Grounds personnel will be the employees to be called/offered overtime, if no one from Grounds is sick or otherwise absent. Skilled Trades (Maintenance) will only plow snow during the day after and until midnight shift personnel have been offered the work.

Snow plowing done during the Employee's regular hours will be paid at his/her regular rate of pay. Snow plowing done beyond eight (8) hours in one day or forty (40) hours in one week will be paid at the employee's regular overtime rate, as defined in the Master Agreement.

Snow plowing will be done on an as needed basis, as assigned by the Employer.

Appendix D
SPECIAL LICENSE

It is agreed that if at any time the District requires a special license for an employee to secure and continue their position with the district, the district will pay all fees and training in order to obtain and keep that license.

LETTER OF AGREEMENT
Between the
MIDLAND CITY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
And
MIDLAND PUBLIC SCHOOLS

The Midland City Educational Support Personnel Association (MCESPA) and Midland Public Schools have mutually agreed to alter the provisions of the Master Agreement between the two parties in Article XXV Hours of Work, Article XX Holidays, Article XXI Overtime to provide for a special summer, winter, and spring break schedule of work in the following manner:

- In Paragraph C. of the Master Agreement a Regular Work Week will be defined as: *"The regularly scheduled work week will consist of four (4) consecutive days (Monday through Thursday) during the District determined summer, winter, and spring break periods."*
- In Paragraph E. of the Master Agreement a Regular Work Day will be defined as: *"A regular work day shall consist of 10 consecutive hours of work as well as lunch and break periods identified in this article for the District determined summer, winter and spring break periods."*
- *In Paragraph G. 2.a. of the Master Agreement a Work Breaks will be defined as: "a. Employees may have a twenty-two and a half (22.5) minute break in the first five (5) hours of the work day and in the second five (5) hours of the work day. They shall not leave their work sites during these work breaks. This is for the District determined summer, winter and spring break periods only."*
- It is also understood by the parties that during the District determined summer, winter, and spring break schedules, employees who take a vacation day or a paid leave day will be charged for one and a quarter (1.25) days to their paid leave or vacation day accumulation. Further, employees will use paid holidays toward having a shortened week (comped day), it is agreed that all hours will be paid at their regular rate and not the overtime rate. If a supervisor requires an employee to report beyond their schedule four ten hour day that would include a paid holiday, the employee will receive the overtime rates for the hours worked, in accordance of Article XX Holidays and XXI Overtime.
- It is also understood that overtime as necessary determined by administration will remain unaffected by this agreement and will be allowed to be worked during a Work Week as defined in Article XXV. Paragraph B. and that the language provided in the Master Agreement under Article XXI. will still be followed as per the contract and past practice.

Further it is the understanding of the parties that this agreement is limited to the District determined summer period, after which time the provisions listed above will be return to the Master Agreement language.

For the Association: Michael J. Barrone
Date: 6/12/15

For the District: Cynthia Marchese
Date: 6/12/2015

Letter of Agreement
between
The Midland City Education Support Staff Association
and
Midland Public Schools

Article XXIX - Insurance Benefits

Medical Insurance - PA 152 Hard Cap Compliance

The District's medical insurance costs are projected to exceed the 2026 Hard Cap limit. The District and Association have met to review options and mutually agree to implement adjustments to remain in compliance with PA 152. The parties agree that these changes are intended as short-term measures for the 2025–2026 fiscal year, with further review and negotiations to occur during the school year for the future benefit years and offerings.

The Midland City Education Support Staff Association (MCESPA) and Midland Public Schools agree to the following language in response to the projected increases in medical insurance costs for the 2025-2026 fiscal year and compliance with the State of Michigan Public Act 152 "Hard Cap" limitations:

Equal Employee Contribution Percentages

- For 2025-26, all benefited MCESPA employees will contribute to medical insurance premiums at the same percentage contribution rates as other employee groups in the District:
    - Single: 1.75%
    - Two Person: 2.5%
    - Family: 3%

District HSA Contributions

The 2025-2026 HSA amounts will be distributed in the following two installments:

- September 2025: $442 (Single) / $875 (Two Person and Family)
- Those who have already received their September 2025 distribution will not receive a distribution until January 2026.
- January 2026: $208 (Single) / $425 (Two Person and Family)

MESSA Pharmacy Plan Change

- Due to the current prescription drug plan no longer being offered, the District will change to the 3-Tier prescription drug plan for all benefited MCESPA employees enrolled in the medical insurance program beginning January 1, 2026.

Reconvene Multi-Labor Group Insurance Committee

- The District and Association agree to reconvene the Insurance Committee no later than October 2025 to review and negotiate medical benefit offerings, plan designs, and associated costs for future plan years. The parties agree that the outcome will be brought forth to Contract Review no later than April 1, 2026.

Legislative Changes to PA 152

- Should legislative changes be enacted that alter, amend, or eliminate PA 152 or the State's medical benefit contribution caps, the District and Association agree to reconvene negotiations to address the impact of such changes.

It is further understood that language in the current contract not outlined as a change in this agreement remains in effect unless mutually agreed upon in writing by both parties.

The District and Association understand that these terms are non-precedent setting.

For the Association

Clay DeJonge, MCESPA President

Date 8-13-2025

For the District

Penny Miller-Nelson, MPS Superintendent

Date 8/14/2025

Letter of Agreement
between
The Midland City Education Support Association
and
Midland Public Schools

Article XXIX. A., F., G. - Insurance Benefits

April 21, 2026

Medical Insurance - PA 152 Hard Cap Compliance
The District's medical insurance costs continue to exceed the Public Act 152 ("Hard Cap" limits). The District and Association previously entered into a Letter of Agreement (LOA) dated August 2025 to address projected increases; however, those adjustments did not bring the District into compliance.

As a result, the District and Association have met to review options and mutually agree to implement structural changes to the employee contribution model and plan design to ensure compliance with PA 152.

Modifications to Article XXIX. A., F., G.
The Association and District agree that, effective June 1, 2026, Article XXIX. A., F., G. is modified as follows:

Employer Contribution Structure (Hard Cap Model):
The District shall contribute toward the cost of medical insurance up to the applicable PA 152 Hard Cap limits, based on coverage tier (single, two-person, or full family).

Eligible employees electing coverage shall be responsible for payment of any premium costs that exceed the applicable Hard Cap amount.

This provision replaces any prior percentage-based employee premium contribution structure contained within Article XXIX. A., F., G.

Elimination of Percentage-Based Contributions:
Effective June 1, 2026, the employee premium contribution percentages based on salary, plus longevity (1.75%, 2.5%, and 3.0%) shall no longer apply and are removed from Article XXIX. A., F., G.

Employee Payroll Contributions:
Employee contributions for medical insurance shall be:
- Based solely on the amount exceeding the Hard Cap; and
- Deducted through payroll on a pre-tax basis in accordance with Section 125, where applicable.

Transition Year - 2026 Only:
For the remainder of calendar year 2026 only:
- Payroll deductions (percentage contribution) for health insurance premiums will conclude with the final May 29, 2026 payroll.
- Regular payroll deductions will resume with the next payroll (June 12, 2026) and will be spread over 24 payroll deductions a year.

Health Savings Account (HSA) Contributions:
Effective June 1, 2026, the District will no longer contribute to employee Health Savings Accounts (HSA).

All prior language regarding HSA contributions, including timing and funding levels, is removed.

District Offered Plans:
Beginning June 1, 2026, the District will offer four (4) multiple plan options for eligible employees to select from based on coverage level (single, two-person, or family).

Plan offerings, design, and structure have been determined by the District, with input from the multi-labor group insurance committee.

Beginning June 1, 2026 through the 2026-2027 school year, the benefits for eligible and covered employees will be as follows:

Plan Name	Single/Family Deductible	Coinsurance	Pharmacy Plan
ABC Plan 1	1,700/3,400*	0%	3-tier mail
ABC Plan 2	2,000/4,000	0%	3-tier mail
ABC Plan 2	2,000/4,000	0%	5-tier mail
ABC Plan 2	2,000/4,000	10%	5-tier mail

**Note - these deductible amounts can change January 1, 2027 depending on IRS rules governing High-Deductible Health Plans*

If the District changes health care providers in future plan years, offered plans will be equivalent in coverage.

Hard Cap Compliance:
The parties acknowledge that all provisions in this LOA are intended to ensure compliance with PA 152. If insurance costs fluctuate, employee contributions will adjust accordingly based on the amount exceeding the Hard Cap.

Legislative Changes:
Should legislative changes be enacted to alter, amend, or eliminate the PA 152 or the State's medical benefit contribution caps (beyond the annual medical care component CPI adjustment), the District and Association agree to reconvene negotiations within the multi-union insurance committee to address the impact of such changes.

Status of Remaining Contract Language:
All provisions of Article XXIX. A., F., G. not specifically modified by this LOA remain in full force and effect.

Hard Cap Overage Payback:
The District and Association engaged in a multi-labor group insurance committee and agree to the following payback method of the breach of statutory 2026 Hard Cap limits:

- The total Hard Cap overage for the 2026 plan year shall be distributed equally among all benefited employees, regardless of coverage tier, bargaining/employee unit, or individual premium cost.
- Each benefited employee shall be responsible for a payback amount of $468.04. This amount represents the employee's proportional share of the total Hard Cap overage based on equal distribution across all benefited employees.
- The employee payback shall be collected through a single payroll deduction from the May 29, 2026 pay.
    - Employees who separate employment prior to full repayment shall be responsible for the outstanding balance, through final paycheck deduction or through direct payment to the District.
- This equal distribution supersedes and replaces any alternative allocation models, including but not limited to distribution based on premium tier, employee group, or individual cost variance, and shall not establish a precedent for future plan years.

The parties agree that the multi-labor group insurance committee will reconvene before the next open enrollment period for a fiscal review, plan usage review, and to recommend alternate plan options. The meeting date will be discussed in Contract Review. This review does not alter the terms of this Agreement, unless mutually agreed to in writing by both parties.

The District and Association understand that these terms are non-precedent setting.

For the Association

Clay DeJongh, MCESPA President

Date 4-30 26

For the District

Penny Miller-Nelson, MPS Superintendent

Date 4/29/26

LETTER OF AGREEMENT
BETWEEN
THE MIDLAND CITY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
AND
MIDLAND PUBLIC SCHOOLS

27l(2) - Educator Additional Compensation

Section 27l(2) of the State School Aid Act for fiscal year 2026 appropriate one-time funds to increase educator compensation. The 27l(2) funding for districts was allocated on a per pupil basis and is non-recurring in nature. 27l(2) funds, in the amount of $1,075,824.10, were distributed to Midland Public Schools in the December State Aid payment.

Therefore, IT IS AGREED between the Midland Public Schools ("the District") and the Midland City Educational Support Personnel Association ("MCESPA") that, the District shall divide the 27l(2) funds by the number of all eligible current District employees and issue a one-time, 27l(2) payment as follows:

- The Michigan Office of Retirement Services ("ORS") has determined that the 27l(2) payments are reportable as compensation. Therefore, the District's portion of FICA and retirement costs will be deducted from the total 27l(2) allocation prior to distributing funds to employees.
- The District shall determine each eligible employee's FTE for purposes of calculating their share of 27l(2) funds.
- The total FTE of all eligible employees will be added together. The District will divide the total 27l(2) allocation (after FICA and retirement costs are deducted) by the total eligible FTE to determine the per-FTE stipend amount.
    - Example: $715,000 / 851 = $840.19
- Members for MCESPA will be defined by the MPS-MCESPA collective bargaining agreement.
- To receive the full wage increase, the member must have been continuously employed by the Midland Public Schools as of July 1, 2025 through the date of signature affixed to this Letter of Agreement by both parties. If a member was employed after July 1, 2025, the amount will be prorated. The prorated amount cannot be less than any individual amount owed by the employee for breach of statutory 2026 Hard Cap limit before taxes are taken out.
- Prior to distribution, the District shall provide the president of the MCESPA with the District's stipend calculation worksheet for their bargaining unit, including total funds received, the number of eligible educators, their FTE, and their calculated payment amounts. The District shall review these calculations with the union president upon request.
- The one-time stipend will be applied to the May 29th, 2026 payroll.

The District and Association understand that these terms are non-precedent setting. Issues arising with the interpretation and application of this Letter of Agreement will be discussed through Contract Review.

For the Association

Date 4-30-26

For the District

Date 4/29/26