

**Memorandum of Understanding**

**Between**

**Saginaw Township Community Schools (Hereafter "Employer")**

**And**

**SEIU Local 517M Transportation Unit (Hereafter "Union")**

1. The parties are subject to a collective bargaining agreement which expires on 6/30/20. The Employer and the Union were to begin negotiations for a successor agreement in April of 2020.
2. Both Employer and Union recognize that the Covid-19 Epidemic has had a significant impact on their abilities to engage in negotiations for the above-mentioned successor agreement.
3. Therefore, the Employer and the Union hereby agree to the following:
  - a. The current Collective Bargaining Agreement between the parties shall be extended in full force through 12/31/20 to allow the parties to conduct negotiations in the Fall of 2020.
  - b. All bargaining unit employees shall maintain their current routes at the beginning of the 2020-2021 school year.
  - c. The parties agree to meet beginning 8/1/2020 to discuss the routes and plans for transportation operations for the 2020-2021 school year.
  - d. It is understood at this time that employee health insurance is not scheduled for a cost increase this year that would impact bargaining unit members under PA 54. If at any time this situation changes the parties will immediately begin discussions for a successor agreement.
  - e. If there is no increase in healthcare costs for employees, then the parties agree to begin negotiations for a new successor agreement no later than 10/1/2020.
  - f. The parties will implement Michigan's Paid Medical Leave Act as indicated in the attached Letter of Understanding.

Agreed to this \_\_24th\_\_ day of \_\_June\_\_, 2020:

For the Employer:

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For the Union:



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## Letter of Understanding

### Implementation of the Michigan Paid Medical Leave Act

Michigan's Paid Medical Leave Act, 2018 PA 369 provides employees paid time off work chargeable to their personal leave (e.g., sick, personal, PTO) in a variety of situations. As other time off, leave will be charged as a multiple of a quarter of a day ( $\frac{1}{4}$ ,  $\frac{1}{3}$ ,  $\frac{1}{2}$ ,  $\frac{2}{3}$ ,  $\frac{3}{4}$  or 1.0). Leave is subject to proper notification to/approval by the supervisor and substantiation when requested. Substantiation includes the Employer's right, at its discretion, to verify the report of the attending physician concerning the illness or disability, and medical examination at the Employer's expense by a physician selected by the Employer. Employees will be charged sick leave. If sick leave is not available, time off will be charged to personal time before the employee will be without pay.

The act allows the employee time off due to physical or mental illness, injury, health condition, preventative care, diagnosis, treatment, or accident of the employee. The act allows paid leave in certain circumstances when time off is needed for a family member. A family member of an employee includes biological, adopted, foster and, step children, legal wards, and children to whom the employee stands in loco parentis. The term "parents" includes biological, foster, step, adoptive parents, legal guardians of the employee or the employee's spouse, or an individual who stood in loco parentis when the employee was a minor child. The term "sibling" includes a biological, foster, or adopted sibling. An employee may take time off due to physical or mental illness, health condition, preventative care or disabling accident of the employee's family member.

Employees may also have paid time off in these circumstances:

- a. when the district is closed for work by order of a public health official due to a public health emergency;
- b. the employee needs to care for his child whose school or place of care has been closed by order of a public health official due to a public health emergency;
- c. exposure of the employee or family member to a communicable disease that would jeopardize the health of others as determined by public health authorities or a health care provider; and
- d. in domestic violence and sexual assault situations leave the employee needs for medical care, psychological or other counseling; receiving associated services from a victim services organization; associated relocation; obtaining associated legal services; participation in associated civil or criminal proceedings.

Grievances concerning this Letter of Understanding are not subject to arbitration unless both parties agree.