LABOR AGREEMENT

Between the

MUNISING MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION (MESPA) MEA/NEA

and the

BOARD OF EDUCATION MUNISING PUBLIC SCHOOLS

Effective: July 1, 2024
To June 30, 2027

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	1
ARTICLE 2	ASSOCIATION RIGHTS AND RESPONSIBILITIES	2
ARTICLE 3	EMPLOYEES' RIGHTS AND RESPONSIBILITIES	4
ARTICLE 4	RIGHTS OF THE BOARD	6
ARTICLE 5	GRIEVANCE ARBITRATION PROCEDURE	7
ARTICLE 6	SUSPENSIONS AND DISCHARGES	9
ARTICLE 7	ASSOCIATION REPRESENTATION	11
ARTICLE 8	SPECIAL CONFERENCE	12
ARTICLE 9-A	SENIORITY	13
ARTICLE 9-B	DISTRIBUTION OF OVERTIME	14
ARTICLE 10	LAYOFF AND RECALL	15
ARTICLE 11	JOB POSTING AND BIDDING PROCEDURE	16
ARTICLE 12	SENIORITY	17
ARTICLE 13	HOURS, HOLIDAYS, ETC.	18
ARTICLE 14	WORKING CONDITIONS	20
ARTICLE 15	PAYDAYS	22
ARTICLE 16	SICK LEAVE	23
ARTICLE 17	VACATIONS	27
ARTICLE 18	INSURANCES	28
ARTICLE 19	CONSOLIDATION AND ELIMINATION OF JOBS	30
ARTICLE 20	GENERAL PROVISIONS	31
ARTICLE 21	NEGOTIATION PROCEDURES	34
ARTICLE 22	EVALUATION	35
ARTICLE 23	PERSONNEL FILES	36
ARTICLE 24	WAGE RATES	37
ARTICLE 25	JOB DESCRIPTION AND CLASSIFICATION	41
	SIGNATURE PAGE	42

ARTICLE 1 – RECOGNITION

SECTION 1
The Munising Public School District No. 3, hereinafter "Employer" or "District", hereby recognizes the Munising Michigan Education Support Personnel Association (MESPA), an affiliate of the National Education Association, hereinafter the "Association/Union", as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et seq.: MSA 17.455(1) et seq. (PERA), for all personnel as outlined in MERC Case #R89 A-21 and MERC Case #R89 1-232: all full-time and part-time employees, maintenance, custodian, bus drivers, and school lunch department, but excluding the office clerical, supervisory personnel, and paraprofessional persons.

SECTION 2
Unless otherwise indicated, use of the term "employee/bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein there shall be the following:

A. Full-time: A bargaining unit member who is employed regularly at least thirty-five (35) hours or more per week.
B. Part-time: A bargaining unit member who is employed less than thirty-five (35) hours per week.
C. Probationary Employees: Newly hired employees will serve a 60 workday probationary period and upon successful completion of this period as determined by the Board or its designee will qualify to be assigned to a full-time or part-time position.

Union Members are employees that choose to pay dues to the Association.

ARTICLE 2 – ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION 1

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

A. Special conferences for important matters will be arranged between the Association President and the designated representative of the Employer upon request of either party. Such meetings will normally be between at least two (2) representatives of each of the parties and will be held at mutually agreeable times and places. Should the Employer require such meetings to be during participating bargaining unit members' normal scheduled hours, such members will be released for the purpose of attending such conferences without loss of pay.

B. The Association shall be provided with bulletin board space for the purpose of posting Association materials. These bulletin boards will be designated by building principals. The Association shall also have the right to use the school mails to distribute Association material upon the notification of the building principal. No political matter or advertising of any kind will be so posted or distributed without administrative authorization; i.e., millage proposals, ballot items.

C. The Association shall have the right to use school facilities for meetings as long as the intended use does not interfere or conflict unduly with regular school functions, violate school policy, or increase personnel costs.

D. The Association shall have the right to use non-recreational school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment for Association meetings with the building principal's approval and scheduling availability.

E. The Association shall pay for the cost of all materials and supplies incidental to such use and shall be responsible for proper operation and care of all such equipment, including repair costs.

F. After notifying the Principal's office, duly authorized representatives of the Association, or representatives of the state and national levels, shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operation.

G. The officers of the Association or their designees shall have the opportunity to discuss, upon request, any new or modified fiscal budgetary educational policy.

H. The Association shall be credited with a total of eight (8) days to be used by the officers or agents of the Association to bona fide Association business; such use to be at the discretion of the Association as provided herein.

1. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave, except in an emergency.

2. The Association will provide payment of the substitute employee on all days.

3. Any employee scheduled to work on such leave shall receive full pay for such day (not including overtime).

I. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit may not be substantially altered, or increased, (Minor modification in job description excepted) during the life of this Agreement without the concurrence of the employee and the Association.

J. The parties recognize that supervisors may perform some duties which are similar or identical to bargaining unit employees and such functions shall not be considered a violation of this Agreement, so long as no full-time bargaining unit positions are displaced.

K. The Employer agrees to furnish to the Association President, MEA Uniserv Director, or Building Designee available information concerning the financial resources of the District together with information which may be necessary for the Association to process any grievance or complaint in a manner consistent with Article 6.

L. Within ten (10) working days the Employer shall notify the Association of a new said hire in writing which includes rate of pay, step, date of hire, and position.

M. The Employer agrees to provide each employee with a copy of the negotiated agreement.

ARTICLE 3 – EMPLOYEES' RIGHTS AND RESPONSIBILITIES

SECTION 1

A. Pursuant to the Michigan Employment Relations Act, the Employer agrees that employees shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color or law of the State of Michigan, The Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce employees in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the Unites States of America; that it will not discriminate against employees with respect to hours, wages, or any terms or conditions of employment, by reason of his/her membership in the Association, his/her participation in any activities of the Association of collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws, the Michigan Public Employment Relations Act, the laws of the State of Michigan and the United States, and the Constitutions of Michigan and the United States.

C. The employees shall be entitled to full rights of citizenship and no religious or political activities of any off-duty employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Employer unless it affects or impacts upon the Employer, the Employer/employee relationship, or the employee's overall ability to perform his/her job; i.e., criminal activity, etc. (See Article7.)

D. **Bargaining Unit Member Self-Improvement**

1. The Board may provide in-service training to part-time and full-time employees. Employees shall be paid for such time spent in in-service training.

2. Mandatory classes held after the regular work day will be compensated at the rate of time and one-half (1 ½) for those who qualify for overtime.

E. Any case of assault upon an employee that is job related shall be promptly reported to the Employer. The Employer within the legal

limits of its liability insurance will provide the employee with legal counsel of the Employer's choosing to advise the employee of his/her rights and obligations with respect to such assaults and shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities. Further, the District shall be responsible within the limits of its Comprehensive General Liability Endorsement to the employee for any malicious damage to person or property.

F. It is the responsibility of the administration during employee illness and absence to cover his/her work assignment.

G. Employees will not leave their designated work stations during working hours without the consent of the building principal or regularly appointed supervisor. Failure to obtain consent prior to leaving the work station shall constitute just cause for disciplinary action, except in emergencies. Emergencies are those situations which jeopardize the health and/or safety of the bargaining unit member or the member's immediate family. The Principal's office should be notified prior to leaving the building. Explanation of the emergency may be given prior or post departure, depending upon circumstances.

H. In the event of emergency situations, an employee may be expected to remain on duty as long as needed as determined by the Superintendent or appropriate supervisor.

ARTICLE 4 – RIGHTS OF THE BOARD

SECTION 1

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation that such rights and functions include but are not limited to:

A. Full and exclusive control and management of the School District, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of the property and the composition, assignment, direction and determination of the size of its working forces;

B. The right to change or introduce new or improved operations, methods, processing, means or facilities, and the right to determine whether and to what extent work shall be performed by employees.

C. The right to determine the work to be done and the job-related standards to be met by employees covered by this Agreement.

D. The right to hire, establish and change work schedules, set hours of work, establish classifications, promote, demote, transfer, release and lay off employees.

E. The right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

Provided that this Article is not in conflict with the Agreement between the parties or any state or federal law.

ARTICLE 5 – GRIEVANCE ARBITRATION PROCEDURE

SECTION 1

A. A grievance is a complaint involving an alleged violation of this contract. In order to be a proper matter for the grievance procedure, grievance action must be initiated within ten (10) working days of the occurrence of the alleged contract violation.

Probationary employees may not use the grievance procedure to dispute evaluations during the 60 day trial period or termination during the 60 day period.

B. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract alleged to have been violated.
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall extend the limitations hereinafter set forth for a period of five (5) working days.

C. Step 1:
Any employee covered by this contract may initiate the grievance procedure. He/she shall do so by first discussing his/her complaint with his/her immediate supervisor.

Step 2:
If no satisfactory settlement is reached, the grievance shall within five (5) working days be reduced to writing in triplicate by the Chairperson of the Grievance Committee.The Chairperson of the Committee will then present all three (3) copies to the immediate supervisor. The supervisor within three (3) working days shall express his/her answer to the grievance in writing. He/she shall sign all three (3) copies and retain one (1) and return the other two (2) to the Committee Chairperson.

Step 3:
If no satisfactory answer is received, the Chairperson shall within three (3) working days present the grievance to the School Superintendent. The Superintendent shall, within three (3) working days, call the interested parties together for a hearing on the grievance or he/she may

award the aggrieved the relief sought without such hearing. The Superintendent's answer shall, within three (3) working days, be reduced to writing and signed. One (1) copy shall be returned to the Committee Chairperson.

Step 4:
If the Superintendent's answer is unsatisfactory, the Association may appeal his/her decision to the Board of Education within three (3) working days. The Board shall answer in writing within one (1) week following the next regular meeting.

Step 5:
If the grievance is not resolved to the Association's satisfaction, the Association may appeal the grievance to the American Arbitration Association in accord with its rules within thirty (30) working days of the Board's disposition of said grievance. No individual employee shall have the right to pursue a grievance to arbitration under the clause without the approval of the Association in writing. The arbitrator shall have no power to alter, add to or subtract, or modify the terms of this Agreement. The fees and expenses of the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 6 – SUSPENSIONS AND DISCHARGES

SECTION 1

A. When an employee is found to be derelict in carrying out job responsibilities, the following progressive discipline will be used.

1. For the first offense – an oral reprimand.

2. For the second offense – a written reprimand.

3. For the third offense within a year – a three- (3) day suspension without pay. (An employee shall remain in pay status whenever said employee is suspended pending an investigation.)

4. For the fourth offense within two (2) years – suspension or possible discharge.

B. If the severity of any of the following infractions necessitates greater than an oral reprimand, Article 6, Section 1, Step A-1, may be eliminated. Step A-1 and A-2 may be eliminated for infractions under Article 6, Section 1, B-1, B-5, B-9.

1. Reporting for duty under the influence of alcohol or a controlled substance;
2. Disobedience;
3. Smoking while on duty in other than designated smoking areas;
4. Neglect of duty;
5. Disorderly conduct;
6. Sleeping on duty;
7. Reading of books, magazines, or newspapers while on duty;
8. Failure to report for work without just cause;
9. Refusal to comply with school policies.

SECTION 2

A. The following offenses may result in immediate discharge, depending upon the severity of the offense:

1. Bringing intoxicants into the school or consuming intoxicants on school remises;
2. Deliberate destruction or removal of school property, another employee's or student's property;
3. Gross dishonesty;
4. Giving or taking a bribe of any nature as an inducement of obtaining work or retaining a position;

5. Reporting for duty in an intoxicated condition;

6. Gross insubordination.

SECTION 3

A. The Employer agrees promptly upon the discharge or discipline of any employee to notify the Unit Chairperson or Steward in writing of such action immediately. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension before leaving the premises. An area will be made available where he/she may do so. Upon request the supervisor shall discuss the discharge with the employee and the Steward.

B. Should the employee or the Steward consider the discipline or discharge to be improper, it shall be submitted in writing to Step 3 of the grievance procedure within two (2) working days. The Employer shall review the discipline and given an answer within two (2) working days. After receiving the complaint, if the answer is still unsatisfactory, it may be submitted to Step 4 of the grievance procedure.

C. The Board will meet and answer the grievance within fourteen (14) working days. If the answer is still unsatisfactory, it will be submitted to the arbitration step of the grievance procedure as provided in the contract.

ARTICLE 7 – ASSOCIATION REPRESENTATION

SECTION 1

A. The employees covered by this Agreement will be represented by three (3) Association representatives. The Association shall have the exclusive right to assign said representatives.

B. The Employer will be notified of the names of Association representatives.

ARTICLE 8 – SPECIAL CONFERENCE

SECTION 1

A. Special conferences for important matters will be arranged between the Association President or designee and the Employer or its designated representative upon the request of either party. Such meetings shall be between two (2) representatives of the Association and two (2) representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up on special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time. The members of the Association shall not lose time or pay for time spent in such special conferences during regular working hours. This meeting may be attended by representatives of either party.

B. The Association Representatives may meet on the Employer's property for one-half (½) hour immediately preceding and/or succeeding the conference.

C. Caucus opportunities shall be provided for the parties at such a conference.

ARTICLE 9-A SENIORITY

SECTION 1
Seniority is hereby defined as the length of continuous service with the District and shall be regarded as District-wide. This formula shall be used to calculate seniority: Using the annually posted seniority list as a base, the accrual of seniority shall be determined by the report submitted by the Munising Public School district to the Michigan Public School Employees Retirement System (MPSERS) each pay period.

SECTION 2

A. Continuous employment shall mean employment by the District in a bargaining unit job as a regular employee, except that the following shall not be considered as breaks in employment:

1. Leaves of absence shall be applied for in writing and shall state the reason for the leave. Employees shall be granted leaves of absence for illness or injury including workers' compensatory leave of absence (which will include retroactive accrual) for up to one (1) year and may be extended at the discretion of the Board.

2. Breaks caused by seasonal job completion shall not be considered a break in continuous employment.

3. Layoff for a period of less than one (1) year for lack of work or lack of funds.

4. Removals or suspensions which are subsequently withdrawn or modified.

SECTION 3

A. Employees hired on the same day who work the same number of weekly hours shall have their seniority standings decided by drawing names upon completing their probationary period.

B. All other employees shall be placed on the seniority list in order of their accrued seniority.

SECTION 4
The District shall publish a seniority list for posting at each work site no later than October 1 of each year. Such list shall contain the employee's date of hire, classification, and accrued seniority. Within ten (10) days of such posting an employee may submit a correction. Disagreements resulting from such a correction request will be submitted to the grievance procedure.

ARTICLE 9-B DISTRIBUTION OF OVERTIME

SECTION 1

Seniority shall not control the distribution of overtime but overtime hours shall be divided as equally as possible among all employees in the same classification. The Association shall keep an up-to-date list to aid in the distribution of overtime. There shall not be a vested right to overtime employment by employees. However, where an employee is sick or absent for more than three (3) days, the supervisor and Association representative shall confer on any allotment of overtime.

ARTICLE 10 – LAYOFF AND RECALL

SECTION 1

A. The word "layoff" means a reduction in the work force due to a decrease of work.

B. In the event it becomes necessary for a layoff, the Employer shall meet with the proper Association representatives at least four (4) weeks prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles, and work locations. If the results of such meeting are not conclusive, the matter shall become a proper subject for the final step of the grievance procedure.

C. When a layoff takes place, employees having seniority shall be laid off in the reverse order of their seniority provided the employees with more seniority are presently qualified to perform the remaining work and also properly licensed if necessary for the position. Employees will be allowed 120 days to complete necessary licensing requirements for the position. If qualifications and other required criteria for a remaining position are equal, the employees with the most seniority will be retained for the remaining positions; i.e., the least senior employee on the seniority list being laid off first.

D. Employees to be laid off will receive at least three (3) weeks' advance notice of the layoff.

E. Laid off employees shall have first refusal for overtime assignments.

SECTION 2 – RECALL PROCEDURE

When the work force is increased after a layoff, employees will be recalled according to seniority with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within fifteen (15) calendar days of the date of receipt of notice of recall, such an employee shall be considered terminated and removed from recall consideration.

ARTICLE 11 – JOB POSTING AND BIDDING PROCEDURE

SECTION 1
All job vacancies will be posted on the bulletin boards at each work site. The Superintendent will post a descriptive notice which includes number of hours, classification, and work site on the bulletin boards for five (5) work days; and applications to fill the job will be received on forms provided by the Board. The Superintendent will be responsible for the distribution of application forms to those who wish to apply. The employee with the greatest seniority within the job classification posted who is qualified or qualifiable after a six-(6) week training period will be assigned to the job. All other applicants, whether internal or external, will be given equal consideration. After the first six-(6) week period, a second six-(6) week training period may be assigned. This clause shall cover vacancies caused by retirement, discharge, death, or promotion and also newly created permanent jobs or the training of personnel to fill in as replacements within the bargaining unit. Employees outside the classification may be considered for hire if the employee takes a qualifying test by Michigan Works, Northern Michigan University, or similar agency acceptable to the district.

SECTION 2
Supervisory positions will be filled insofar as possible from the ranks of the qualified employees. The Superintendent will notify the employee's bargaining committee of supervisory positions to be filled within a reasonable time prior to the official appointment. Final authority to select and approve all personnel rests with the Board.

SECTION 3
Effective with the signing of this Agreement, the District shall have authority when an employee has been absent due to personal illness or a work-related injury for a period of ninety (90) calendar days to post that employee's position as being vacant, recognizing that should the employee return to work within the terms of the existing contract the employee would be entitled to claim a position equal to that held prior to the extended absence. Likewise, any employee posting for and being assigned to fill such a vacancy shall be entitled to retain such a position on a permanent basis should it be known that the employee on extended leave will definitely not be returning. Further, should the employee on extended leave return to regular employment, the person who had been awarded the position of the absent employee would be entitled to return to a position similar to the one he or she held previously.

SECTION 4
Any reclassified employee shall have his/her benefits (vacation or payment in lieu of vacation) prorated upon length of time in each position.

ARTICLE 12 – SENIORITY

SECTION 1
Seniority will be terminated for any one of the following reason:

A. A proper discharge.

B. Resignation.

C. After being laid off the employee does not report to work in fifteen (15) days after written receipt of notice.

D. Upon retirement.

ARTICLE 13 – HOURS, HOLIDAYS, ETC.

SECTION 1
The work week starts at 12:01 a.m. on Monday of each week for purposes of computing regular pay and overtime. The work week shall consist of forty (40) hours per week or eight (8) hours per day; time and one-half to be paid for over forty (40) hours in any one (1) week and all work on Sunday.

SECTION 2
A. The following shall be paid holidays provided the employee works the regular working day preceding or the regular working day following the holiday or is absent on paid leave:

New Year's Eve Day	Thanksgiving Day
New Year's Day	Friday after Thanksgiving
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	

Good Friday (If staff and students are not in session) **OR** Easter Monday (If staff and students are not in session) but not both.*

B. If a holiday falls on Sunday, Monday will be considered a holiday. If a holiday falls on Saturday, Friday shall be observed if school is not in session.

C.* The first day of firearm deer season, and either Good Friday OR Easter Monday shall be paid holidays if school is closed on those dates, and if it is not closed, employees will have two (2) additional paid holidays which may be used when school is not in session such as during spring break, winter break, or the summer months.

SECTION 3
No employee shall be expected to split his/her regular shift to avoid payment of overtime rates.

SECTION 4
The interchange of work between custodians will be necessary to maintain the schedule of the forty-(40) hour week. No one (1) employee will work more than forty (40) hours per week on regular salary schedule.

SECTION 5
All time worked on legal holidays as listed above shall be paid for at the rate of time and one-half in addition to the regular holiday pay, provided the employee works the regular working day preceding or the regular work day following the holiday.

SECTION 6
Overtime hours will not be worked unless approved in advance by the supervisor or the Superintendent of Schools.

SECTION 7
All employees who work a regular shift will take a one-half (½) hour lunch break.

SECTION 8
Full-time employees will be allowed two (2) fifteen-(15) minutes coffee breaks at times convenient to that particular building. Coffee breaks are not to interfere with work of an emergency nature. (No employee shall receive more than two (2) coffee breaks per shift.)

SECTION 9
The hours worked in the school lunch departments may be adjusted from time to time in accordance with Article 22 – General Provisions, Section 6. The Board will attempt to maintain work hours scheduled at the beginning of the school year throughout the year.

ARTICLE 14 – WORKING CONDITIONS

SECTION 1
Regular employees, full-time and part-time, will be given the opportunity to work during the summer months' vacation period provided there is work available they can perform, prior to hiring non-bargaining unit members. It is further agreed that any temporary employee will not be used to displace regular employees and will be used to fill in during vacation, sick leave, and to augment the regular work force in situations beyond the normal. Beyond the normal will be defined as work over and above the regular normal schedule – work for the summer and vacation period which would result in regular work not being completed in time for school to start. The Board shall be free to take advantage of any and all specially funded public employment programs providing that such participation does not serve to reduce the staff normally employed by the District.

SECTION 2 – CALL-IN PAY
An employee reporting for overtime duty shall be paid time and one-half for actual time worked but not less than the equivalent of two (2) hours regular pay, except if a continuation of employee's shift, two (2) hour clause will not apply.

SECTION 3
Overtime shall be voluntary and distributed equally as far as possible by use of an overtime board. If an employee turns down the opportunity to work overtime three (3) times in a row, that employee is eliminated for overtime until he/she requests in writing to be placed back on the overtime board.

SECTION 4
A. Any employee who reports for work on a scheduled day shall be compensated for his/her regular shift or for four (4) hours, whichever is less.

B. On in-service days when school is not in session, cooks and bus drivers may work with permission of the Superintendent.

SECTION 5
A. Major projects, such as washing windows, scrubbing, waxing, sanding, sealing, care of lawns, and the like, should be carefully planned with the supervisor and scheduled insofar as possible at definite times. Advantage of school vacations and in-service days should be taken for many of these activities.

B. Any employee in maintenance and operating work, regardless of skill, if asked to do other than his/her regular work, is expected to help until such work is done.

C. Any employee working outside his/her department will be paid the substitute rate of the classification within which he/she is working.

D. Any employee whose assignment is working in more than one (1) classification or holding two (2) part-time positions within one (1) classification for the purposes of benefits and pay shall be paid at the classification worked.

E. Any employee working a different job within his/her department will be paid at his/her normal rate of pay.

ARTICLE 15 – PAYDAYS

SECTION 1
Paydays will be every other Friday. When payday falls on a legal holiday, checks will be distributed the day before.

ARTICLE 16 – SICK LEAVE

SECTION 1

A. Full-time employees will earn and be granted twelve (12) days per year, prorated on the number of hours worked, accumulative to one hundred ten (110) days. Part-time and seasonal employees shall be granted a pro-rata share of the above sick days based upon actual number of days per year and hours per week scheduled to work. Sick leave shall be paid at the employee's regular rate of pay and prorated on the number of hours the employee would normally have worked.

Full-time employees hired after June 30, 2012 will earn and be granted ten (10) days per year, prorated on the number of hours worked, accumulative to one hundred (100) days. Part-time and seasonal employees hired after June 30, 2012 shall be granted eight (8) sick days based upon actual number of days per year and hours per week scheduled to work. Sick leave shall be paid at the employee's regular rate of pay and prorated on the number of hours the employee would normally have worked.

B. Full-time employees shall be paid at the rate of Thirty-Five Dollars ($35) per day accumulated above the one hundred ten (110) days. Part-time and seasonal employees shall receive a pro-rata rate based upon actual number of days per year and hours per week scheduled to work.

Full-time employees hired after June 30, 2012 shall be paid at the rate of Thirty-Five Dollars ($35) per day accumulated above the one hundred (100) days. Part-time and seasonal employees hired after June 30, 2012 shall receive a pro-rata rate based upon actual number of days per year and hours per week scheduled to work.

SECTION 2

For employees hired before July 1, 2012, who meet the requirements for retirement as established by the Michigan Public School Retirement System, upon death or retirement, the accumulated unused sick leave up to one hundred ten (110) days will be paid to the employee, his/her widow/widower, or his/her estate. This amount will be paid over three (3) years in equal installments beginning with the first pay in January and occurring at the same time in the following two Januarys. The payment shall be deposited into a 403b account established by the employee. Both parties agree that the payments are not compensation for services rendered under the Michigan Public School Retirement System.

SECTION 3

The Board reserves the right to request doctor certification for absences due to illness in excess of three (3) days.

A. An employee may use Sick Leave under Paid Medical Leave for:
   1. An employee or employee's family member's mental or physical illness, injury, health condition and medical diagnosis, care or treatment, preventative medical care.
   2. If the employee or the eligible employee's family member is a victim of domestic violence or sexual assault:
      a. For medical, psychological or other counseling for physical or psychological injury or disability;
      b. to obtain services from a victim service organization;
      c. to relocate due to domestic violence or sexual assault;
      d. to obtain legal services; and/or
      e. to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
   3. Closure of the employee's primary workplace due to a public health emergency or to provide care for a child whose school or place of care has been closed due to a public health emergency.
   4. If health authorities or a health care provider have determined that the employee or employee's family member would jeopardize the health of others because of their exposure to a communicable disease regardless of whether employee or family member has actually contracted the communicable disease.

B. An employee's family member includes:
   1. a biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis;
   2. a biological parent, foster parent, stepparent, parent-in-law, or adoptive parent or legal guardian of an employee or the employee's spouse, or an individual who stood in loco parentis when the employee was a minor child;
   3. an individual to whom the employee is "legally married under the laws of any state;"
   4. a grandparent or grandchild; and
   5. a biological, foster, or adopted sibling, and other relatives living in the same household as a member of the regular family unit.

SECTION 4

A. Maternity leave without pay will be granted upon written request by the employee and supported by a statement by the employee's physician. The employee will notify the Board at the earliest opportunity. The employee may elect the option of using accumulated sick leave and/or vacation credit upon commencement of the leave (the balance of time on leave shall be without pay).

B. Leaves will be for a maximum of one (1) year from the start of the approved leave. Upon return from leave, the employee shall be assigned to the same position as at the beginning of such leave. Seniority shall not accrue during the leave.

SECTION 5

The Board agrees to post hourly sick leave accumulation on the employee's biweekly paycheck stub.

SECTION 6

When a death of an employee's family member (family member as defined in SECTION 3 of this Article) occurs, he/she shall be granted up to five (5) days off with pay as funeral leave, one (1) of which shall be the day of the funeral. Such time off shall not be deducted from sick leave. Sick or personal days may be used for death of brother-in-law/sister-in-law.

SECTION 7 – UNPAID LEAVES

Following one (1) year of employment an Association member may request and upon approval of the Board be granted a leave of absence without pay not to exceed one (1) year. Extension of the leave may be granted if requested in writing upon thirty (30) days prior to the expiration of the leave. Upon return from leave, the Association member shall be assigned to the position he/she held at the time the leave of absence was granted or to a similar position to which his/her seniority and qualifications entitles him/her. Seniority shall not accrue during the leave.

SECTION 8

A. If an employee is required to serve on jury duty, compensation at a full hourly rate will be made for all work hours spent on jury duty. The employee will return all jury duty pay excluding mileage and per diem to the school district.

B. Any employee subpoenaed to appear at legal proceedings in school-related matters to which he/she is not a party shall not be docked for time off requests.

SECTION 9

Full year employees shall be granted three (3) personal leave days per contract year; part-time employees shall have two (2) days per contract year. Unused days may be:

Paid at the following rate:

1. $75/day for 8 hour/day employee
2. Prorated for number of hours employee work.

Example: 2 hour/day employee will receive $9.38/hour for two hours.

ARTICLE 17 – VACATIONS

SECTION 1

A. The Board will grant to twelve-(12) month full-time employees one (1) weeks' vacation after one (1) full year of continuous service {twelve (12) consecutive months}; two (2) weeks' vacation after two (2) full years of continuous service; three (3) weeks' vacation after five (5) full years of continuous service; four (4) weeks' vacation after ten (10) years of continuous service; and five (5) weeks' vacation after twenty (20) years of continuous service.

B. Vacation may be taken at any time during the school year with the approval of the supervisor and the Superintendent of Schools.

SECTION 2

School lunch personnel, part-time custodians, groundskeeper, and bus drivers in lieu of vacations shall receive four and one-half percent (4 ½ %) calculated on total hours worked, to be paid at the end of the school year.

SECTION 3

Employees eligible for paid vacation who leave the payroll for reasons of resignation, discharge, military service, retirement, or death shall be paid for unused vacation of that calendar year.

SECTION 4

If an employee becomes ill while on vacation and is under the care of a duly licensed physician, his/her vacation will be rescheduled if employee's physician advises he/she is unable to work. If employee is out of town, administration's discretion shall apply.

SECTION 5

Employees may carry a maximum of one (1) week of earned paid vacation over from one (1) year to the next.

SECTION 6

Employees shall be allowed to use a maximum of six (6) paid weeks of vacation at any one (1) time. In proper cases exceptions may be made.

ARTICLE 18 – INSURANCES

SECTION 1

A. The following Board-paid insurance coverage will be provided to eligible employees for the life of the contract. Eligible employees shall be defined as an employee working in excess of thirty-five (35) hours per week or an employee who is working in two (2) or more classifications in excess of forty (40) hours per week within their regularly scheduled jobs (e.g. not to include temporary assignments like extracurricular bus trips).

The Board of Education shall pay the premium rates toward the current medical plan pursuant to the provisions of Section 3 or Section 4 of Michigan PA 152 of 2011.

Plan A – (For employees needing health insurance)
The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UPAPA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation on the following January 1. Should the district no longer participate in the UPAPA, or if the UPAPA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life and long-term disability benefits are still subject to this collective bargaining agreement and are listed below.

Delta Dental	80/80/80/80 $3,000 ortho lifetime max Class 1 and 2 Benefits - $2,000 annual max
Negotiated Life	$40,000 Life Plus $40,000 AD&D
Vision	VSP 3 Plus P 250CL
Long Term Disability	66 2/3% - 60-day wait – Freeze on sick days

Plan B – (For employees NOT needing health insurance)

Delta Dental	80/80/80/80 $3,000 ortho lifetime max Class 1 and 2 Benefits - $2,000 annual max
Negotiated Life	$60,000 Life Plus $60,000 AD&D
Dependent Life	$2,000 spouse/$2,000 child(ren)

Vision	VSP 3 Plus P 250CL
Long Term Disability	66 2/3% - 60-day wait – Freeze on sick days

Employees selecting to have the items listed under Plan B, who are eligible for Plan A, will receive the difference between Plan B costs and ($4,500) Four Thousand Five Hundred Dollars.

B. The Employer shall provide Fifteen Thousand Dollars ($15,000) term life insurance for each eligible employee.

SECTION 2
Long-term disability insurance will be provided to all bargaining unit members by the District.

SECTION 3
Employees who do not have vision insurance will be reimbursed once a year, with appropriate receipts, for an eye exam and/or glasses not to exceed $300. Current year runs from July 1 through June 30. Employees hired after June 30, 2017 would not be eligible for this payment until they complete 9 months of employment.

SECTION 4
The Board shall make a contribution of the proper rate per month to the negotiated health insurance carrier per the agreement. The Board will provide health care premiums for only one Plan-A or Plan-B per employee and only one Plan-A or Plan-B per family as listed.

ARTICLE 19 – CONSOLIDATION AND ELIMINATION OF JOBS

SECTION 1
If for any reason the Board anticipates an elimination or consolidation of jobs, it shall prior to taking formal action consult with the Association to receive recommendations regarding priorities and procedure to be followed.

SECTION 2
The Board shall make every effort possible prior to the implementation of any district reorganization to maintain the accrued contractual rights of all bargaining unit members and recognize the Association and the existing contract until a new contract is ratified.

ARTICLE 20 – GENERAL PROVISIONS

SECTION 1
Regarding military service of the United States, the Board recognizes and is bound by the appropriate State and Federal laws.

SECTION 2
The Board agrees that there shall be no loss in pay for any meeting which may be held with management during working hours. This shall include meetings with management concerning an aggrieved employee.

SECTION 3
Leaves of absence without pay will be granted by the Board in special cases, particularly for sick leave beyond the extent of accumulated days.

SECTION 4
This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon by the District and the Association. This Agreement is subject to amendment, alternation, or additions only by a subsequent written agreement between and executed by the District and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

SECTION 5
All terms and conditions of employment including wages, hours of work, extra compensation for duties outside regular hours of work, relief periods, leaves, and general employment conditions of all bargaining unit members/positions shall be maintained at not less than the highest minimum standards in effect for such bargaining unit member/position at the time this Agreement is signed. Although this Agreement shall not be interpreted or applied to deprive bargaining unit members of professional or occupational advantages heretofore enjoyed, conditions which are improved for the benefit of bargaining unit members shall be implemented as required by the provisions of this Agreement.

SECTION 6
If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. Furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

SECTION 7 – CONTINUITY OF OPERATIONS

The Association and the Employer recognize that strikes and other forms of work stoppages by public school employees are contrary to law and public policy. The Association and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone nor shall any employee take part in any strike, slowdown or stoppage of work, or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action.

SECTION 8

For the first six (6) Act of God days allowed by the state, all bargaining unit members will be excused from work with pay. Any bargaining unit member required to work will receive an equal amount of compensatory time. The parties agree whenever school is closed following the aforementioned six (6) days because of snow or any emergency, only those employees required to work during such closing will be in pay status. All other employees not required to work during such closing shall be in a non-pay status. All employees who show up to work shall receive no less than two (2) hours pay.

SECTION 9

Employees shall be informed of any requests (personal or F.O.I.A.) for information contained in their personnel file.

SECTION 10 – MEDICALLY FRAGILE STUDENTS

A. The Association recognizes that the Employer may be required by law to provide certain "related services," for example changing diapers, clean intermittent catheterization (CIC) and tracheotomy cleaning, to special education students.

When related services require expertise, the Employer will endeavor to provide the services via trained personnel. In no case, however, will a bargaining unit member be required to provide related services requiring expertise unless the following conditions are met:

1. The parents or guardians have given prior written approval for the administration of the medication by non-medical personnel.

2. The aforementioned permission is accompanied by written instructions from the attending physician.

3. A witness is provided.

4. Necessary equipment and supplies are provided.

5. Prior training is provided with regard to medication protocol, equipment, and procedures. Such training shall be provided at the Employer's expense with compensation to the bargaining unit member for any overtime required to receive training.

The Employer shall indemnify and save bargaining unit members harmless from any liability resulting from their provision of related services to students.

ARTICLE 21 – NEGOTIATION PROCEDURES

A. It is contemplated that mandatory bargaining matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request of either party to the other. The parties undertake to cooperate in arranging meetings, selecting representative for such discussions, furnishing necessary information on and otherwise constructively considering and resolving any such matters.

B. In the event that negotiations are opened by either party as provided in this Agreement, the parties will negotiate promptly for the purpose of reaching an agreement. No later than June 1 of the expiring school year the Association shall request that negotiations for all non-monetary items will commence.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party that no final agreement between the parties may be executed without ratification by a simple majority of both parties to the Agreement, but the parties mutually pledge that representative selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

ARTICLE 22 – EVALUATION

SECTION 1

A. Each new employee shall have a meeting with the immediate supervisor* within five (5) days after employment for the purpose of discussing the job. That meeting shall include, but is not limited to, a review of specific responsibilities, duties and hours, a review of the supervisor's expectations with regard to duties and overall work habits. A copy of the employee's original job description will be placed in the employee's personnel file with a copy sent to the employee as well as any modifications in the descriptions.

B. Evaluation records shall be kept on forms provided by the personnel office to the immediate supervisor. The Association shall be furnished a copy of the form used for evaluation.

C. Employees shall receive a printed copy of his/her evaluation.

D. If the supervisor believes that the health condition of an employee is affecting performance or work habits, the supervisor may at any time:

1. Request that the employee submit a statement from a doctor with regard to specific areas of concern. Such statement shall be placed in the employee's personnel file.

2. Request that the employee submit to an examination by a doctor selected by the Employer at the Employer's expense. A copy of the doctor's report shall be sent to the Employer and may be placed in the employee's personnel file.

*When an employee has more than one supervisor, one shall be designated for the particular employee.

ARTICLE 23 – PERSONNEL FILES

SECTION 1

A. A personnel file shall be kept on each employee and shall be maintained in the Board of Education Office. Such files shall be considered confidential in accordance with the Freedom of Information Act.

B. Any written information such as, but not limited to, evaluations, reprimands, warnings, suspensions which may be of a nature as to be detrimental to the continuing employment of the employee shall be placed in the file. Employees shall receive a copy of such documents.

C. The employee shall have the right to submit written responses to any material in the file and have it attached to the relevant documents.

D. Any employee has the right to review the contents of his own personnel file. The employee may be accompanied by a representative of the Association at such review. Reviews shall be conducted at a time and place designated by the Employer upon request from the employee. A representative of the Employer must be present at such review. The employee may not remove any material from the file but may copy any relevant data.

ARTICLE 24 WAGES RATES

MPS Proposal 5 - 7.17.24			
	$1.00	$0.70	$0.30
Employees Hired AFTER 6.30.10	**2024-2025**	**2025-2026**	**2026-2027**
Classification	**Rate**	**Rate**	**Rate**
Part-Time Drivers	*$19.68*	*$20.38*	*$20.68*
Head Custodian/Maintenance Asst.	$17.65	$18.35	$18.65
Head Custodian	$16.73	$17.43	$17.73
Full-Time Cook's Helper/Custodian	$16.73	$17.43	$17.73
Part-Time Custodian	*$15.80*	*$16.50*	*$16.80*
Head Cook	$17.79	$18.49	$18.79
Cook's Helper/Dishwasher/Data Entry	$15.47	$16.17	$16.47
Kitchen (Cook) Coordinator	*$26.38*	*$27.08*	*$27.38*
Kitchen (Cook) Coordinator	$1.50	$1.50	$1.50
Bus Driver Coordinator	$1.50	$1.50	$1.50
	$1.00	$0.70	$0.30
Employee SUBSTITUTE Hired AFTER 6.30.10	**2024-2025**	**2025-2026**	**2026-2027**
Classification	**Rate**	**Rate**	**Rate**
Part-Time Drivers	$19.68	$20.38	$20.68
Head Custodian/Maintenance Asst.	$17.65	$18.35	$18.65
Head Custodian	$16.73	$17.43	$17.73
Full-Time Cook's Helper/Custodian	$16.73	$17.43	$17.73
Part-Time Custodian	$15.80	$16.50	$16.80
Head Cook	$17.79	$18.49	$18.79
Cook's Helper/Dishwasher/Data Entry	$15.47	$16.17	$16.47
	$1.00	$0.70	$0.30
Employee Retire/Rehire	**2024-2025**	**2025-2026**	**2026-2027**
Classification	**Rate**	**Rate**	**Rate**
Part-Time Custodian	$19.17	$19.87	$20.17
Kitchen (Cook) Coordinator	$25.66	$26.36	$26.66
Part-Time Substitute Drivers	$21.40	$22.10	$22.40

SECTION 2
The following longevity formula shall be by automatic progression based on the number of years of service. Longevity increases shall become effective based on the employee's anniversary date of hire.

Starting 5th year of employment through 10th year	-	$.30
Starting 11th year of employment through 15th year	-	$.35
Starting 16th year of employment through 20th year	-	$.40
Starting 21st year of employment through 25th year	-	$.45
Starting 26th year of employment and over	-	$.50

SECTION 3
All employees are required to remain on their jobs until the end of their regular schedule of hours. When duties overlap and are performed by more than one employee, workers are required to stay on their job until relieved by their partner or until released by the foreman.

SECTION 4
All employees are required to be on their job, ready for work, at the commencement of their regular schedule of hours.

SECTION 5
Full-time custodial employees shall receive shift differential pay in addition to the regular hourly pay rate for hours actually worked on the following shifts:

Second Shift	-	p.m.'s	-	$.40 per hour
Third Shift	-	nights	-	$.45 per hour

SECTION 6
Trips outside the School District and outside of regular hours shall be paid at the Part-Time Driver rate per hour, portal to portal. Drivers shall eat with the organization when the organization eats as a group; otherwise, meals will be allowed by actual receipt not to exceed the allowable IRS rates of $14 for breakfast, $15 for lunch, and $35 for dinner. Any driver taking a trip requiring an overnight stay shall be guaranteed a minimum of eight (8) hours of pay at the extra trip rate in a given day or the hourly rate for actual driving time, whichever is greater.

ARTICLE 25 – JOB DESCRIPTION AND CLASSIFICATION

SECTION 1

A. Employee input and suggestion shall be considered when job descriptions are adopted or reviewed. Said descriptions and any later modifications shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the District. The descriptions will include, at a minimum:

1. Job title and description.
2. Minimum qualification requirements.
3. A statement of general categories' required tasks and responsibilities.

B. The District will provide each member of the Munising Support Personnel Association with a written job description and retain said description, signed by the employee, within said employee's personnel file.

SIGNATURE PAGE
MESPA LABOR AGREEMENT
2024-2027

BY: _____ DATE: 8-14-24
MUNISING ESPA PRESIDENT

BY: _____ DATE: 8/14/24
MESPA LEAD NEGOTIATOR

BY: _____ DATE: 8/21/24
BOARD PRESIDENT, MPS

BY: _____ DATE: 8/14/24
SUPERINTENDENT, MPS