MASTER AGREEMENT
July 1, 2024 to June 30, 2027

Superior Central School District

and

Superior Central Education Support Personnel Association/MEA/NEA

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ARTICLE 1
AGREEMENT

This Agreement entered into this 1st day of July 2024, by and between the Superior Central Educational Support Personnel Association - MEA/NEA, hereinafter called the "Union," and Superior Central Board of Education, hereinafter called the "Employer."

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2
PURPOSE

2.1 Agreement
This Agreement is negotiated pursuant to the Public Employment Relations Act, Act. No. 336 of the Public Acts of 1947 as amended to establish the wages, hours, terms and conditions of employment for members of the bargaining unit herein defined.

2.2 Dispute Resolution
The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members, and the Union. The employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer and, accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

2.3 Maintenance of Standards
The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE 3
RECOGNITION

3.1 Bargaining Unity Defined
The Superior Central Public Schools Board of Education hereby recognizes the Superior Central Education Support Personnel Association - MEA/NEA 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 full-time and regular part-time, probationary, and non-probationary, on leave or a regular employee substituting for a bargaining unit member on leave or temporarily absent: Paraprofessionals, Secretarial/Clerical, Bus Drivers, Food Service, Bus Mechanic, and Maintenance employees of the Superior Central Public Schools. Excluded are non-working supervisors and all other employees.

3.2 Employees
Unless otherwise indicated, use of the term "employee" or "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 categories:

a. Full-year employee: A bargaining unit member who is employed to work on a twelve (12) month basis.

b. Full-time: A bargaining unit member who is employed at least 1020 hours per school year.

c. Half-time: A bargaining unit member who is employed at least 510 hours per school year.

d. Part-time: A bargaining unit member who is employed less than 510 hours per school year.

e. Probationary: A bargaining unit member who is employed to fill a full- or part-time position for a trial period of sixty (60) working days.

ARTICLE 4
EXTENT OF AGREEMENT

4.1 Duration
This Agreement shall continue in full force and effect from July 1, 2024, through June 30, 2027, and shall continue in effect from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days' written notice (date: April 30).

4.2 Severability
This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found contrary to law, the parties shall agree to follow the law.

4.3 Individual Agreements
Any individual contract between the Employer and individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE 5
UNION RIGHTS

5.1 Information
The Employer agrees to furnish to the Union in response to reasonable requests for all existing available information concerning the financial resources of the District, the preliminary budget, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, preparing for grievances and for negotiations. This information includes, but is not limited to: names, addresses, seniority, wage experience credit, anniversary dates of all bargaining unit members and compensation paid to them; agendas, minutes, and reports of or to all Employer Board meetings; and census and membership data.

5.2 Use of Facilities
The Union and its representatives shall have the right to conduct Union business on the Employer's property or use the Employer's equipment at times which do not interfere with or interrupt normal operations or the employees' duty time. The existing building and use policy shall prevail.

5.3 Notices
The Union shall have the right to post notices of activities and matters of Union concern at designated bulletin boards or use mailboxes in each building or facility to which employees may be assigned.

5.4 Union Leave
The Union shall have five (5) days [or forty (40) hours] annually of Union leave time with the Union paying the substitute. The Union shall access this time by forty-eight (48) hour advance written notice to the Employer by the Union President. In the event this leave would cause undue hardship on the day requested this leave may be denied.

5.5 Special Conferences
Special conferences for important matters of mutual concern may be arranged at the request of either party. Such conferences shall be scheduled within ten (10) calendar days of such request.

5.6 Competing Organizations
The rights granted herein to the Union shall not be granted or extended to any competing labor organization.

5.7 Equipment
The Union as the exclusive representative of employees within the bargaining unit described in this Agreement shall have the right to use and/or have access to Employer facilities and equipment, at reasonable times when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.

5.8 Union Meetings
The Union shall have the right to use school facilities, excluding administrative offices, for meetings at such hours that do not interfere with the regular program of the school or any other activities that have been previously scheduled and approved by the Board or its representatives.

ARTICLE 6
EMPLOYER RIGHTS

6.1 Except where limited by this Agreement, the Board on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself with limitations all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the following rights:

a. To execute management and administrative control of the school system and all its properties and facilities and activities of its employees while such employees are on duty.

b. To hire all employees and subject to the provisions of the law to determine their qualifications and the conditions of their continued employment or their dismissal or demotion and to promote and transfer all such employees within the Superior Central School District.

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

6.3 Nothing contained herein shall be considered to deny or restrict the Board or the employee of their rights, responsibilities, and authority under the Michigan General School laws or regulations as they pertain to education. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 7
BARGAINING UNIT MEMBER RIGHTS AND PROTECTIONS

7.1 Right to Organize
Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et. seq.; MSA 17.455(1) et. seq.. (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Union and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA, or other laws of Michigan or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union or collective negotiations with the Employer; his/her institution of any grievance, complaint, or proceeding under this Agreement, or applicable law or regulation, or otherwise with respect to any terms or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Union at any time by the Employer.

7.2 Individual Rights
Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

7.3 Personal Life
The bargaining unit members shall be entitled to full rights of citizenship, and no religious or political activities of any

bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer unless it affects or impacts the Employer, the Employer/employee relationship, or the employee's overall ability to perform his/her job.

7.4 Non-discrimination
The employer agrees that it will in no way discriminate against or between bargaining unit members covered buy this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place of residence.

7.5 Discipline and Discharge
No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; and discharges. The specific grounds for disciplinary action will bepresented in writing to the bargaining unit member and Union no later than at the time of discipline is imposed.

7.6 Written Discipline
Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been heldat which time the bargaining unit member had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Union. Any complaint not called to the attention of the bargaining unit member, within five (5) workdays of its discovery, may not be used in any disciplinary action against the bargaining unit member.

7.7 Response to Discipline
Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board.

7.8 Representation
A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representation of the Union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit membershall be advised immediately of said possibility and shall be advised by the Employer of the employee's right to representation.

7.9 (a) Discipline System
It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members (the severity of the offense my result in step "d" becoming the first action of discipline):

a. Verbal warning by appropriate administrator.
b. Written warning by appropriate administrator.
c. Written reprimand by appropriate administrator.
d. Suspension with pay pending a "Just Cause" hearing.
e. Suspension without pay.
f. Dismissal for just cause only.

7.9 (b) Definition of Just Cause
For purposes of definition for the term "just cause" used in this Article, the following are by way of illustration, but not of limitation, for just cause:

a. Violation of published school district policy.
b. Disorderly conduct while on duty.
c. Willful neglect or destruction of school district property.

d. Theft or attempted theft of property from the district, its staff, its students, or employees.
e. Working under the influence of alcohol or other behavior-altering substances.
f. Falsification of information on job application, time records, or other school district records.
g. Incompetence.

7.9 (c) Bargaining Unit Member Assistance

a. The Employer is concerned for the health and well-being of the individuals in its employment and aware of the new knowledge and concepts that have been developed concerning the employment impact of medical and behavioral problems of employees and the procedures for overcoming them. The parties agree that successful treatment is in the best interest of bargaining unit members, the Employer, and theAssociation.

b. Upon request the administration shall provide information to bargaining unit members experiencing job- related or personal problems about appropriate outside diagnostic assistance and treatment agencies. Abargaining unit member's involvement will be completely voluntary and confidential.

7.10 Personnel Files

A bargaining unit member will have the right to review the contents of all records of the Employer pertaining tosaid bargaining unit member originating after initial employment, and to have a representative of the Union accompany him/her in such review. Other examinations of a bargaining unit member's file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Union representative may review such files when necessary with the bargaining unit member's permission for contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings.

No material including, but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material and the complaint has been validated by the Employer. Complaints against the bargaining unit member shall be put in writing with the names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit members shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit member's personnel file.

7.11 Assault

Any case of assault upon a bargaining unit member and/or a bargaining unit member's property shall bepromptly reported to the Employer. The Employer shall promptly render all necessary assistance to the bargaining unit member, when possible, to prevent injury and loss of property.

7.12 Special Education Complaints

No bargaining unit member will be threatened, disciplined, reprimanded, punished, discharged or denied any occupational advantage, directly or indirectly by the Employer, its administrators or representatives, due, in any way, to the bargaining unit member having filed a complaint as defined in Rule 1{g) of the Michigan Special Education Rules; participating in the investigation and/or resolution of such complaint as provided in Part VIII of the Michigan Special Education Rules; filing a report with an intermediate school district pursuantto Section 1711(1}U) of the School Code of 1976, as amended, MCLA 380.1711(1)U); MSA 15.41711(1)(J);

or, referring a student to the Superintendent, or his/her designee, for evaluation pursuant to the MichiganSpecial Education Rules (1979 Administrative Code R340.12722).

7.13 Fair and Equitable Treatment

The Employer agrees to treat all employees fairly and equitably.

7.14 Sexual Harassment

a. Sexual harassment against (or by) bargaining unit members will not be tolerated in the District's employment

practices (and/or educational programs or activities). Sexual harassment for the purposes ofthis Article is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to the conduct is made either an explicit or implicit condition of employment (or participation in an educational opportunity or activity);

2. Submission to or rejection of the condition is used as the basis for an employment (or an educational)decision affecting the harassed unit member (or individual), or

3. The harassment substantially interferes with a bargaining unit member's (or other individual's) work(or educational) environment or creates an intimidating, hostile, or offensive work (or educational) environment.

b. Definition
For the purposes of this Article, sexual harassment does not refer to behavior or occasional complimentsof a socially acceptable nature as determined by a reasonable person of the victim's gender. It refers to behavior, which is not welcome, that is personally offensive, that fails to respect the rights of other, that lowers morale, and that therefore interferes with the victim's work (or academic) effectiveness. Sexual harassment includes, but is not limited to, the distribution or displaying of sexually suggestive or related photographs, drawings, and graffiti; sexually degrading words and innuendoes; sexual advances and propositions; and verbal or physical abuse of sexual nature.

c. Member Protection
Any bargaining unit member accused of sexual harassment shall be entitled to all the protection of this agreement, including, but not limited to, Article 8.9(b) (Just Cause), Article 8.8 (Union Representation), and Article 8.10 (Personnel File).

d. Process
Any bargaining unit member who is dissatisfied with the Employer's response to his/her complaint of harassment may file a grievance. However, whenever resorting to the grievance procedure would resultin the accused hearing the grievance, the grievance may be transmitted to the next step at the option of the grievant. The District assures employees that all complaints will be handled confidentially and shall be investigated without delay. In no event will the District permit or engage in retaliation of any kind against any employee who initiates a complaint.

7.15 Accommodation
The Employer shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped individual, unless the Employer can demonstrate that the accommodationwill impose an undue hardship on the operation of the program.

a. Reasonable accommodation may include:

1. Accessibility of district facilities

2. Job restructuring, part-time or modified work schedules, acquisition or modification of equipment or devices, the provision of readers or interpreters or other similar actions.

b. The Employer will provide notice to the Union of any potential need for accommodation and seek Union input on proposed accommodations.

c. A specific plan of accommodation proposed by an affected employee and the Union which is reasonablemay be accepted by the Employer.

d. If the cost of proposed accommodation is less than or equal to the cost limitations set forth in sections 210(5) and

(11) or the HCRA, the accommodations will not be considered an undue hardship. In the event that the cost of the accommodation exceeds the cost limitations set forth above, the parties will look to the factors set forth in the Americans with Disabilities Act and section 504 of the Vocational Rehabilitation Act todetermine whether the accommodation is reasonable and not an undue hardship.

ARTICLE 8
GRIEVANCE PROCEDURE

8.1 Definition

A claim and/or a complaint by a bargaining unit member or a group of bargaining unit members or the Unionthat there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

The term "days" as used herein shall mean days in which school is in session.

8.2 Hearing Levels

a. Step 1 - A grievant shall within ten (10) days of its alleged occurrence orally discuss the problem with the supervisor. If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and proceed within five (5) days to Step 2.

b. Step 2 - a copy of the written grievance shall be filed with the Superintendent. Within five (5) days of the receipt of the grievance the Superintendent shall arrange a meeting with the grievant to discuss the grievance. Within five (5) days of the discussion the Superintendent shall render his/her decision in writing. If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the grievant, the grievant shall within five (5) days appeal same to the Board of Education.

c. Step 3 - Upon written application the Board shall allow the grievant an opportunity to be heard within ten (10) days. Within twenty (20) days from the hearing of the grievance the Board shall render its decision in writing.

d. Step 4 - If the grievant or Association is not satisfied with the disposition of the grievance at Step 3, it maywithin ten (10) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. If theparties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.

1. The decision of the arbitrator shall be final and conclusive and binding upon the Board and the Association and/or grievant.

2. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific article and section of thisAgreement has been violated and shall be subject in all cases to the rights, responsibilities, and authority of the parties under the Michigan General School Laws or any other national, state, county,district, or local laws. The arbitrator shall not usurp the function of the Board of Education and/or the Association or the proper exercise of this judgment and discretion under law and this Agreement.

8.3

The fees and expenses of the arbitrator shall be shared at the rate of fifty percent (50%) for the grievant and fifty percent (50%) for the Board.

8.4
Should a bargaining unit member fail to institute a grievance within the time limits specified, the grievance will not be processed. Should the Board fail to respond within the time limits specified, the grievance shall advance to the next step.

8.5 Expedited Process
It may be mutually agreed to between the Union and the Employer to process a grievance via the followingexpedited grievance procedure:

a. The grievance shall be submitted in writing to the Superintendent or his/her designee. Within five (5) calendar days after submission, the Superintendent or his/her designee shall schedule a meeting with theUnion in an effort to resolve the dispute.

b. If the dispute is still not resolved to the Union's satisfaction within seven (7) calendar days of the initial hearing, the Union may appeal the grievance to binding arbitration, under the rules of the American Arbitration Association for expedited arbitration. Both parties agree to be bound by the decision of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE 9
SCHOOL CLOSURE/DISMISSAL

9.1 School Closing
When the act of God, or an Employer directive, forces the closing of a school or other facility of the Employer:
a. Employees will receive pay for their regularly scheduled hours for State excused snow days. Essentialpersonnel reporting to work will receive compensatory time for the hours worked.

9.2 School Cancellation After Opening
a. If bargaining unit members are released from work, they shall suffer no loss in pay.
b. Certain bargaining unit members may be asked to remain twenty (20) to thirty (30) minutes after dismissalto facilitate an orderly closing procedure.

1. Bus drivers will be responsible for normal duty runs.
2. Cooks will clean and complete orderly closure.
3. Aides will be dismissed with students and faculty, excepting aides responsible for late bus students.
4. Maintenance personnel will complete boiler/maintenance checks before dismissal.
5. Daytime custodians should complete necessary cleaning tasks before dismissal.
6. Afternoon custodians may be required to report.
7. The principal's secretary will complete the necessary high school office shutdown after the dismissalof students and faculty [maximum of twenty (20) to thirty (30 minutes].

9.3 Delayed Start
a. If bargaining unit member chooses to report to work at their regularly scheduled start time, they will bepaid for hours worked.

ARTICLE 10
NEGOTIATION PROCEDURE

10.1 Unforeseen Matters
It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

10.2 Negotiations Release Time
When negotiations are conducted during regular work hours, released time shall be provided for the Union's representatives.

10.3 Negotiations
Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed withall necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

10.4 Agreement
There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employerand one by the Union.

Copies of this Agreement shall be printed at the expense of the Employer, within thirty (30) days after the Agreement is signed and presented to all bargaining unit members now employed or hereafter employed bythe Employer.

All school district personnel policies or any changes in said policies shall be distributed to the bargaining unit.

ARTICLE 11
WORKDAY

11.1 Breaks
A. Break Periods
Each employee shall be granted a 15-minute paid break period for each four (4) - hour daily period. The specific scheduling of the break period shall be done by mutual agreement of the employee and the supervisor. The employee may take the break period in a location of the employee's choosing.
Employees working overtime will be entitled to an additional fifteen (15) minutes relieve time for every two (2) hours worked.

B. Lunch Break
All employees will be provided a thirty (30) minute duty-free lunch break.

11.2 Overtime
a. Overtime Schedule
Regular overtime will be administered in a fair and equitable manner.

b. Overtime Pay
Overtime shall be compensated at the rate of time and one-half (1 1/2) of the regular hourly pay for all hours over forty (40) hours in a week. All overtime on Sundays and holidays shall be compensated at two (2) times the employee's regular hourly pay for all hours worked. All overtime shall be approved by theimmediate supervisor prior to actual working.

c. Compensatory Time
1. Employees have the option of the overtime pay or comp time at the rate of 1 hour earned for 1 hour worked.

2. Employees electing compensatory time in lieu of overtime may elect to use their compensatory time for full or partial days by notifying their direct supervisor at least one (1) day in advance. These days shall be used during the fiscal year accumulated.

3. In the event that two (2) employees have requested time off on the same date, a supervisor may deny additional requests for time off on that date.

4. In an extreme emergency, the supervisor may deny the use of compensatory time until the emergency situation has been corrected.

11.3 Clean-up

Bargaining unit members shall be paid to the end of their working day which shall include sufficient time inwhich to clean up.

ARTICLE 12
GENERAL WORKING CONDITIONS

12.1 Unsafe Work

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employees will be provided proper safety equipmentand instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be provided adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties.

12.2 Student Discipline

The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. The Employer, or its designated representative, shall take reasonable steps to relieve the bargaining unit member of responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is necessary to protect themselves oranother person from attack, physical abuse or injury, to prevent damage to district property, or to maintain order, so far as the law permits.

12.3 Medication

No bargaining unit member shall be required to dispense or administer medication or perform diapering or medically related procedures unless specified in the job description.

12.4 Equipment

The Employer shall provide without cost to the bargaining unit member the following:

a. Approved first aid kits and materials in all work areas, gloves, and appropriate training in the handling of blood, blood products and other bodily products.

b. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hard-hats, and auditory protection devices.

c. Safety shoes and glasses where applicable.

12.5 Non-Instructional Staff In-Service

Non-instructional staff mandated by law or administrative directive to attend school, training, or a workshop will be reimbursed at their hourly rate for attendance at said school, training, or workshop.

If said training is for certification, the employee will be reimbursed only upon successful completion and certification.

ARTICLE 13
CONDITIONS OF EMPLOYMENT

13.1 Transportation

In addition to those working conditions outlined in Article 14, the following shall apply to all transportation bargaining unit members:

a. Regular Runs

1. Run Selections

   No driver shall be able to take another driver's regular run unless that driver's run is eliminated for economic reasons. Then the driver shall be able to bump another driver that has lower seniority.

   If two (2) runs are combined for economic reasons then the senior driver of the two (2) runs shall have the option of the combined run or can bump for any route with less senior driver.

2. Bus Driver License Fees - Bus drivers will be reimbursed by the school for the difference in Commercial Drivers' License above the cost of a Standard Drivers' License.

   Bus drivers will be reimbursed at their hourly rate for attendance at required bus drivers school upon successful completion of the program.

   Bus drivers will be reimbursed for the cost of road test license fees for Commercial Drivers License upon successful completion of the road test. Drivers requiring multiple attempts to pass the road test will only receive reimbursement for one (1) successfully completed road test.

   Drivers required to take road tests due to infractions of the motor vehicle code will not be reimbursed for their road test.

3. Bus Driver Driving Violations - Upon notification of the school of the arrest or conviction of any Superior Central Bus Driver or substitute driver for the offenses of careless driving, reckless driving, or any alcohol-related driving offense, while on duty will have their employment with the district terminated.

   Michigan Law will be followed if a driver is arrested or convicted of the same offenses while off duty.

4. Run Length
   a. All runs will be a minimum of two (2) hours. Any run that is over two (2) hours in length shall be paid a pro-rata hourly amount in fifteen (15) minute segments based on the hourly rate. Drivers with runs less than two (2) hours may be assigned by the transportation supervisor general duties in the transportation area to complete their two (2) hours.

   b. Routes will be timed at the beginning of each year. Deviations from such times will require justification (break downs, need tow, stuck, etc.) otherwise payment shall be made only for the regular route time.

5. Preparation of Buses/Down Time - Drivers are responsible for performing the safety checklist that has been approved by the Department of Transportation. They are responsible for fueling, washing bus, sweeping, and rinsing salt.

6. Physical - The District will provide fully reimbursed physicals by a physician selected by the District. Bargaining unit members may select his/her own physician for a physical, and the District shall reimburse the employee up to Seventy-Five Dollars ($75) upon receiving a receipt.

7. Summer Runs -All runs available during the summer period shall be posted and awarded to the most senior driver applicant on a rotation basis.

8. Meetings - Bus drivers will be paid for their regularly hourly rate for all required meetings.

9. New Runs - Should any new run become available during the school year, it shall be posted in accordance with the posting procedure in Article 17 and awarded to the most senior driver applicant.

10. If an extra run becomes available and the senior driver accepts it, then refuses it at a later date, that driver

cannot take the run back until it has gone through the seniority list. This rotation continues throughout the life of the contract and does not restart annually.

b. Field Trips/Extra Duties

1. A field trip is defined as any transportation of students other than a regular run. This includes schoolday field trips, after school athletic events, etc. It will not include overnight runs.

2. Field trips leaving during regular driving time shall be available to drivers who have regularly scheduled runs. In this event, drivers shall be paid their regular run rate for the first two (2) hours ofthe field trip. Subsequent hours shall be paid at the field trip rate.

3. Drivers shall be paid the field trip rate for all of the time a driver is on duty driving or not driving a bus."On duty" means that the driver is away from the central bus storage station transporting or waiting tocomplete the transportation of students.

4. The field trip rate shall be compensated at the beginning bus driver's rate except Saturday and Sunday field trips which will be compensated at the driver's regular rate. The regular rate shall alsoapply for all trips when school is not in session; including days when school has been canceled.

5. There shall be a two (2) hour minimum payment for a field trip.

6. Field Trip Selection

   a. Field trips will be assigned to drivers as the trips are scheduled on a rotational basis. The rotational list will begin with the highest seniority to the lowest seniority person.
   b. In each rotation if a driver declines a field trip, it will be offered to the next driver on the list until the trip is covered. Drivers accepting declined field trips will not lose their turn in that rotation.
   c. If no driver in a rotation accepts the field trip, it may be offered to sub drivers.
   d. If sub drivers do not accept the trip, it goes back to the originally assigned driver.
   e. Trading of extra trips will only be allowed if a driver received two (2) trips on the same day and is unable to take (1) of the trips.

7. Drivers who are assigned a field trip shall have fifteen (15) minutes added to the accumulated time of the trip for a safety check as outlined above, fueling, and sweeping.

8. Every effort will be made to provide at least a three (3) day notice for all field trips.

9. No driver will be required to chaperone field trip activities.

10. The Board will make available, to all drivers, a copy of the Board Policy for chaperones.

11. Lunches shall be reimbursed up to $10.00 with receipts.

c. Overnight Trips

1. Overnight extra-duty trips will be offered to bus drivers on a seniority rotation. This rotation shall be in effect for the duration of the contract and does not restart annually.

2. If no driver accepts the overnight trip, it may be offered to sub-drivers.

3. Drivers will not be required to accept overnight extra-duty trips.

4. The District shall provide the cost of a motel room. Drivers may be required to stay in the same motel asthe group they are driving. Drivers will not be required to share a room with a student or chaperone.

5. Meals will be reimbursed by receipt. (Currently: Breakfast $10.00, Lunch $10.00, and Dinner $20.00.)

6. Overnight trips will be compensated for each twenty-four (24) hour period as follows:

   Driving time: At the driver's regular salary.
   Down time: At $7.50 per hour, does not accumulate toward overtime and no overtime on down time. Sleep time: No compensation [eight (8) consecutive hours daily duty free]

7. Any trip over 220 miles one way shall be considered an overnight trip or a relieve driver will accompany the driver. The driver will receive his regular wage with the relief drive being paid the down time rate of $7.50 per hour. This does not accumulate toward overtime and no overtime on down time.

d. Drivers who have not been notified one-half (1/2) hour before arrival and who report to work and find that school has been canceled shall be paid for two (2) hours at their regular hourly rate.

13.2 Work for Outside Groups

Non-employer groups who use school facilities shall pay a school employee a minimum of one and one-half (11/2) times the employee's normal hourly rate, with a minimum of two hours. Such group will be responsible for the payment to the employee. School employee's, at their option, may choose to donate their time.

13.3 Para-professionals

a. The Board of Education agrees to pay tuition for courses required to receive para-professional certification with prior administration approval. All monies received in the form of stipends, grants, etc. for attending courses shall be applied to the tuition and the district shall pay the difference.

b. No bargaining unit member shall be asked or expected to perform personal work for teachers, administrators, or others.

c. Additional summer para-professional work shall be posted and offered to the para-professionals on a rotation basis starting with the most senior unit member within the para-professional classification.

13.4 Miscellaneous

Any employee working in more than one (1) classification or holding two (2) part-time positions within one (1) classification shall, for the purposes of benefits and pay:

1. Be paid at the classification rate for all work performed.
2. Receive benefits as though all work performed in a single job or classification.

The District will pay for the cost of fingerprinting for all current association members.

Professional Development days shall include programs for education support staff at the discretion of the Superintendent.

13.5 Temporary Assumption of Duties

Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties.

After 3 consecutive days, a bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid their regular step rate for the classification in which they are assuming duties.

ARTICLE 14
SENIORITY

14.1 Seniority Defined
Seniority shall be defined as the length of service within the district as a member of the bargaining unit, i.e., all classifications represented in the recognition clause of this Agreement. Accumulation of seniority shall begin from the bargaining unit member's first working day. In the event that more than one individual bargaining unit member has the same start date of work or the starting date cannot be determined, position on the seniority list shall be determined by drawing lots.

14.2 Probation
Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which their seniority shall revert to their official date of hire. The probationary period shall be sixty (60) work days.

14.3 Classifications
For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:

a. Bus Driver
b. Secretarial/Clericalc
   Food Service
d. Maintenance
e. Paraprofessional

However, all seniority shall be based on bargaining unit seniority.

14.4 Seniority List
The Employer shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared by the bargaining unit members. Revisions and updates shall be prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union.

14.5 Accommodation
Any bargaining unit member who has been incapacitated at his/her regular work by injury or compensable occupational disease or sustains a handicap for which reasonable accommodation needs to be made, while employed by the Employer, may at his/her option be employed at other work on a job that is operated by the Employer which he/she can perform. This shall not include bumping.

14.6 Seniority List
Seniority shall be lost by a bargaining unit member upon termination for cause, resignation, or retirement. Transfer to a non-bargaining unit position will result in a freeze of current seniority with no seniority added during the period of time employed in a non-bargaining unit position. This freeze in seniority will last for six (6) months.

ARTICLE 15
VACANCIES, TRANSFERS AND PROMOTIONS

15.1 Vacancy Defined
A vacancy shall be defined as a newly-created position or a present position that is not filled.

15.2 Vacancy Posting
All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) workdays. Said posting shall contain the following information:

a. Type of work
b. Location of work
c. Starting date
d. Rate of pay
e. Hours to be worked
f. Classifications
g. Requirements as reflected in the job description

15.3 Vacancy Notification
Interested bargaining unit members may apply in writing to the Superintendent, or designee, with in the ten (10) day posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit member by U.S. mail to their last known address if the bargaining unit member so requests.

15.4 Award of Vacancies
Vacancies shall be filled with the most senior, qualified candidate from within the bargaining unit. Job duties/assignments may be changed to best meet the needs of the students.

15.5
Preference will be given to those seeking employment who have a minimum high school education or equivalent.

15.6 Selection
Within thirty (30) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union.

15.7 Trial Period
In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to meet the Employer's standards of the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period, the bargaining unit member shall be returned to his/her previous assignment.

15.8 Transfer Rights
Bargaining unit members shall not be placed on a lower step (wage schedule) due to involuntary transfers, nor shall they suffer any loss of accrued seniority, vacation, holiday or leave benefits.

15.9 Involuntary Transfers
The parties agree that involuntary transfers of bargaining unit members are to be affected for only the reasonable and just cause.

ARTICLE 16
REDUCTION IN PERSONNEL. LAYOFF AND RECALL

16.1 Layoff Defined
Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a lack of funds sufficient to avoid such reduction, which is demonstrated by the Employer to the Union or an impartial third party selected pursuant to the grievance procedure set forth in this Agreement.

16.2 Layoff Notice

No bargaining unit member shall be laid off pursuant to necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least sixty {60) calendar days prior to the effective date of the layoff. If a financial crisis exists, fourteen calendar {14) days' notification will be given.

16.3 Layoff Procedures

In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members in the affected classification, then the least senior bargaining unit members in that classification. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit memberswho are qualified for a vacant or newly-created position. Bargaining unit members whose positions have beeneliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member providing he/she can perform the duties.

16.4 Substitute Priority

A laid-off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off bargaining unit members may continue their health,dental and life insurance benefits by paying the regular monthly subscriber group rate premium for such benefits to the Employer according to COBRA regulations.

16.5 Recall

Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being called first, to any position for which they are qualified. Any bargaining unit member who has served more than thirty {30)working days in a classification shall be deemed qualified for any position in that classification, or who within areasonable amount of time could be trained to perform the work. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.

A recalled bargaining unit member shall be given fifteen (15) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the fifteen {15) day period.

Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/herseniority rights. Bargaining unit members on layoff shall not accrue seniority during the period of such layoff. Refusal of recall to a position which is equivalent in annual pay and/or benefits than the position from which the bargaining unit member was laid-off shall terminate his/her rights. These recall rights shall exist for a period of three (3) years from the date of layoff.

The Employer shall not reduce the full-time positions to part-time positions.

ARTICLE 17
EXTERNALLY FUNDED AND OTHER PROGRAMS

17.1 State and Federal Programs

Persons employed through funds provided through State or Federal programs and are employed by the Superior Central School District shall be treated in all respects as regular bargaining unit members and shallbe covered by and comply with all terms and provisions of this Agreement.

17.2 Seniority

Persons employed through State or Federal programs shall be treated the same as all other bargaining unit members in all respects including the length of the probation period and their seniority dates. In the event ofreduction in work force resulting from lack of work or loss of funds, bargaining unit members shall be laid-off and recalled in accordance with the provisions of this Agreement governing layoffs and recall, and seniority principles shall be strictly adhered to.

17.3 Current Bargaining Unit Members

The parties further agree that it is not their intent to replace or displace through funds provided through Stateor Federal programs, either in whole or in part, in any way, currently employed bargaining unit members employed on the effective date of this Agreement, or to cause the loss of work or wages or benefits of the same.

17.4 Student Workers

No student workers shall be employed if members of the bargaining unit are on layoff. In no event will studentworkers displace bargaining unit members, summer work excluded.

ARTICLE 18
SICK LEAVE

18.1 Sick Leave

a. Nine (9) and Ten (10) Month Employees
   At the beginning of each work year, each nine (9) and ten (10) month bargaining unit member shall be credited with twelve (12) days of sick leave, the unused portion of which shall accumulate from year to year to a maximum of one hundred **sixty** (160) days. The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulatedsick leave credit for said bargaining unit member.

b. Full-Year Employees
   At the beginning of each work year, each full-year bargaining unit member shall be credited with fourteen (14) days of sick leave, the unused portion of which shall accumulate from year to year to a maximum of one hundred sixty {160) days. The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.

18.2 Employment-Related Injury

Absence due to injury for which the employee is receiving worker's wage compensation shall not be charged against the bargaining unit member's sick leave days.

18.3 Sick Hour Usage

The sick leave hours may be taken by a bargaining unit member for the following reasons and subject to thefollowing conditions:

a. Personal Illness or Disability - The bargaining unit member may use all or any portion of his/her leave for doctor(s) appointments, to recover from his/her own illness or disability, or for the illness or disability of any member of his/her immediate family as defined below, which shall include all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery.
b. Medical or Nursing Care - The bargaining unit member may take three (3) days per year to make arrangements for medical or nursing care for a member of his/her immediate family as defined below.
c. The employee shall be provided a telephone number they must call or website to login to report his/her unavailability for work at least 1.5 hours prior to their regularly scheduled start time except for bus drivers. Bus drivers will be provided a list of substitutes and it is the bus drivers' responsibility to arrange for sub(s).
d. The employee may use one (1) day for the funeral of a close friend or distant relative.

18.4 Immediate Family
Immediate family shall be defined as spouse, children (children as described in 20.6), grandchildren, parent, grandparent, stepparent, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law or sister andbrother of the employee and/or his/her spouse.

ARTICLE 19
OTHER PAID LEAVES

19.1 Personal Business
Three (3) days of annual sick leave may be used by the bargaining unit member for personal business. A bargaining unit member planning to use a personal business day, or days, shall notify his/her supervisor at least two (2) days in advance, except in cases of emergency. Personal business days shall be available for the practice of individual religious preferences. Unused personal business days shall accumulate as sick leave. No more than two (2) employees in the same department may take business days on the same date.In case of emergencies the immediate supervisor may grant exceptions. Business days shall be issued on afirst-come, first-serve basis.

19.2 Judicial Leave
Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, shall be paid the difference between the daily reimbursement and the employees regularly daily pay excluding mileage. This shall not apply to personal issues involving the employee and/or his/her immediately family. For personal issues, the employee must use personal leave or days without pay.

19.3 Armed Services
Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve/Guard pay and the regular pay he/she would receive from the Employer during any period when the affected bargaining unit member engages in training or other service in the Reserve or National Guard. All benefits shall remain in effect.

19.4 Bereavement Leave
The bargaining unit member may use up to a maximum of five (5) sick days annually of bereavement leavefor a death in the immediate family as defined. Immediate family shall be defined as in article 18.4 above. Unused funeral/bereavement leave shall not be cumulative.

ARTICLE 20
UNPAID LEAVES

20.1 Leaves of Absence
Leaves of absence without pay for up to two (2) years in duration may be granted to bargaining unit members upon written request. A request for leave of absence shall include the reason for the leave, along with anticipated beginning and ending dates of the leave. During the leave, seniority shall be frozen as of the departure date.

Leaves without pay exceeding ten (10) scheduled workdays shall result in the employee being responsible for the prorated cost of benefits. Such payment to be made through payroll deduction or by cash in advance.

20.2 Return from Leave
A bargaining unit member returning from a leave of absence shall be reinstated to the same position he/she held when the leave began. A bargaining unit member returning from a leave of absence shall be placed at the experience (pay) level his/her seniority level dictates.

20.3 Extensions
An extension past the two (2) years may be granted by the employer, upon written request of the bargaining unit member. The request shall include the reason for the extension and the anticipated date of return.

20.4 Unpaid Leaves
Unpaid leaves of absence may be taken for the following purposes:

a. Military Leave
A military leave of absence shall be granted to an employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make him/herself available for active duty in the National Guard or Reserve. The employer shall continue any and all employee benefits for the bargaining unit member's family during anyperiod of active duty. Members of the bargaining unit who are placed on military leave and who subsequently qualify for the schooling under the GI Bill shall have their leave extended for a period of one
(1) year. Application for such an extension shall be filed within thirty (30) days from the official dischargedate and shall be subsequent to proof of registration in an approved program or institution.

b. Union Office
A leave of absence not to exceed four (4) years shall be granted for the purpose of serving as an officer of the Association/Union, or an officer or intern or staff member in its state or national affiliate.

c. Public Service
A leave of absence not to exceed four (4) years shall be granted for the purpose of campaigning for, and/or serving in, a public office.

d. Educational
A leave of absence may be granted for the purpose of permitting the bargaining unit member to continue his/her education.

e. Family Leave
A leave of absence may be granted to any (male or female) bargaining unit member for any of the following purposes:

1. the birth or placement for adoption or foster care of a child;
2. because of serious health condition of a family member;
3. because of the employee's own serious health condition;
4. the care of a child under age 18.

20.5 Family Leave
To the extent required by the Family Medical Leave Act, an eligible bargaining unit member shall be granted leave and other rights specified by that law. When leave is taken by an eligible bargaining unit member under the Family Medical Leave Act, the Employer shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family Medical Leave Act, including Employer and eligible bargaining unit member rights and responsibilities shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

20.6 Definitions
For the purposes of this provision, a child is defined as the biological, adopted, or foster child, step child, orlegal ward. A family member is defined in Article 18.4.

ARTICLE 21
RETIREMENT BENEFITS

1. To qualify for retirement benefits employees must:
   a. Have worked at least ten (10) full years at Superior Central.
   b. Show proof of retirement from the Michigan Public School Employees Retirement System (MPSERS).
   c. Notify the Board of intent to retire including the last date of employment at least thirty (30) days (June 1) prior to the fiscal year in which the retirement will take place. (Ex: Notify by June 1, 2021 for retirement anytime between July 1, 2021 and June 30, 2022.) Retirements due to health reasons donot require this board notification.

2. Retirement benefits shall be calculated using the employee's daily rate of pay times the number of sick days they have accumulated at retirement times the rate indicated in the chart below.

   The number of days accumulated for the retirement calculation shall be capped at one hundred sixty (160).

Completed FULL working years of service at Superior Central		Rate		Accumulated Sick Days
10-14	x	60%	x	
15-19	x	70%	x	
20-24	x	80%	x	
25- +	x	90%	x	

3. Retirement benefits terminate upon death. They are not intended to be a survivor benefit.
4. Payment to be made the first pay following July 1st or January 1st, at the option of the employee.
5. Retirement benefit may be used to purchase time from ORS provided the employee has terminated employment prior to the payment.

ARTICLE 22
VACATIONS

22.1
Vacations will be taken at the convenience of the school district conforming with the requirements of the individual departments. An employee should consult with his/her supervisor each year concerning his/her vacation allowance and the time to be scheduled. Whenever possible, employees with the longest service will be given first choice of vacation dates. The vacation schedule for full-year employees is as follows:

Upon completion of 1 year	1 week
Upon completion of 2 years	2 weeks
Upon completion of 5-9 years	3 weeks
Upon completion of 10-14 years	4 weeks
Upon completion of 15+ years	5 weeks

22.2 Vacations with pay will be for only full-year employees. Vacation time may be accumulated up to thirty-five (35) days.

22.3 Vacations may be taken after completion of twelve (12) months of employment.

22.4 Employees who terminate prior to completion of twelve (12) months' employment are not entitled to vacation pay.

22.5 A vacation may not be waived by an employee and extra pay received for work during that period.

22.6 Holidays observed by the Superior Central School District within the employees' scheduled vacations are not deducted from the vacation allowance.

22.7 An employee who terminates employment with the Superior Central School District after twelve (12) months employment will receive pay for unused vacation according to the vacation plan if the employee leaves in good standing and with at least two (2) weeks' notice of his/her intent to leave.

22.8 In case of death, the pay for unused vacation will be paid to the beneficiary or the estate of the deceased employee.

ARTICLE 23
HOLIDAYS

23.1 Holidays All **full-year** bargaining unit member shall have the following days off with pay. Pay shall befor the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

Labor Day (if school starts prior)
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Good Friday
Easter Monday (if school is not in session)Memorial Day
Fourth of July

All employees will receive holiday pay for:

Thanksgiving
Day after Thanksgiving
Christmas Day
New Year's Day
Memorial Day

ARTICLE 24
BARGAINING UNIT MEMBER EVALUATIONS

24.1 Monitoring

All monitoring or observation of the work of each bargaining unit member shall be conducted in person andwith the full knowledge of the bargaining unit member.

24.2 Observation

Bargaining unit member evaluation shall be by formal observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work.

Each bargaining unit member, upon his/her employment or at the beginning of the work year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of the job duties as agreed to by the Employer and the Union, and are a partof the job performed. Observable documented events may be used in the evaluation.

Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor. Mattersof public record may be used in this evaluation.

24.3 Written Evaluations

All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the formal observation. If the bargaining unit member disagrees with the evaluation, he/she maysubmit a written response which shall be attached to the file copy of the evaluation in question.

If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall beset forth in specific terms, as shall an identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

24.4 Evaluation Conferences

Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shallthe bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.

24.5 Termination

In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons therefore in writing.

24.6 Drug-Free Workplace

The use, distribution, dispensing, and/or manufacturing of controlled substances, including alcoholic beverages, as defined by state and federal law, by District employees on District grounds, in District buildings, and/or in connection with any District activity is prohibited.

Any District employee who violates the above policy may be subject to the disciplinary actions up to and including termination of employment. In addition, the employee may be required to satisfactorily participate ina drug assistance or rehabilitation program approved by the Board.

ARTICLE 25
SCHOOL IMPROVEMENT

If the District appoints a support staff employee-wide School Improvement Team. Such representation shall bewith full release time with no loss of pay for meetings scheduled during regular work hours or shall be at the bargaining unit member's hourly rate for meetings scheduled during the regular school day. Service on this committee shall be voluntary. Failure to serve on the School Improvement Committee shall not be considered in any evaluation. A stipend will be paid if the representative works beyond the regular day - (same as other team members).

ARTICLE 26
JOB DESCRIPTIONS

Job descriptions will be revised for new classifications within sixty (60) calendar days after the ratification of this Agreement. Such job descriptions shall be revised jointly by the Employer's and the Union's negotiation teams, with equal representation from both. The job descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members hired by the Employer. The job descriptions will includeat a minimum:

a. Job title and description
b. Minimum requirements
c. A specific statement of required tasks and responsibilities

Any evaluation of bargaining unit members' work performance shall be based solely upon said job descriptions.

ARTICLE 27
CAFETERIA PLAN

The Board shall establish and maintain a Cafeteria Plan that is designed to satisfy the requirements for tax favored status under Section 125 of the Internal Revenue Code of 1986 (the "Code"). The purpose of the Cafeteria Plan will be to allow employees to make elections among certain taxable and non-taxable benefits. The specific benefits that shall be provided to employees under the Cafeteria Plan will be, as follows:

Waiver of Health Insurance Coverage: Employees will be allowed to waive the health insurance coverage provided by the Board and, in lieu of receiving health insurance coverage, full year Employees will receive a cash benefit (in the form of additional compensation) that totals $3,000, paid quarterly ($750 per quarter).

Full time FTE = Mechanic - 8 hrs. a day/5 days per week, Secretary - 8 hours a day/school calendar plus 10 days before and 10 days after, Bus Driver - 4 hours a day/school calendar, Para-Pro - 7 hours per day, school calendar. Example: A new para-pro is hired and only works 3.5 hours per day, that would be a .5 FTE and theywould only receive a total of $1,500 paid quarterly, this would also be pro-rated by school calendar days worked.

The Cafeteria Plan shall not contain any provisions requiring the contribution of amounts derived from the waiver of health insurance into any deferred compensation arrangement, including Code Section 403(b) annuities. Any election by an employee to defer such amounts into a Code Section 403(b) annuity shall be made by the employee individually, outside of the Cafeteria Plan, and in accordance with the rules under Code Section 403(b).

The Cafeteria Plan shall have provisions pertaining to, among other things, eligibility to participate, administration and claims procedure. All disputes concerning the payment of claims under the Cafeteria Plan will be resolved under the Claims Procedure set forth in the Cafeteria Plan, and shall not be subject to any grievance procedures contained in this Agreement. The Board may unilaterally amend any provisions under the Cafeteria Plan in order to maintain its tax favored status (such as amendments necessitated by changes in the Code or the Treasury Regulations); provided that the Board may not unilaterally amend the Cafeteria Plan in a manner that will alter the eligibility of employees covered by this Agreement to participate in the Cafeteria Plan, or that will reduce benefit levels under the Cafeteria Plan; and, further provided, that the Board will give written notice to the Association of any amendment, including a copy of any such amendment, at least 30 calendar days before the amendment is to take effect. The participants shall be assessed on a per capita basis the expenses of establishing and maintaining the Plan; provided that experience gain resulting from forfeituresunder the Cafeteria Plan may be used by the Board in its discretion to defray administrative expenses incurred in connection with the Cafeteria Plan.

Health Insurance Benefits

VSP 3 Plus 250 CL

Choices II
In Network Deductible $500/$1,000 - Office Visit $20 - Saver Rx ($2 or $10/$20 or $40)

MESSA ABC Plan 1
In Network Deductible $1,350/$2,700 - ABC Rx with Mandatory Mail
HSA contributions are at the employee's discretion. Beginning January 1st, the District will pre-fund HSAcontributions per employee's election.

Upon submission of a written application, the Board of Education agrees to provide health care protection as follows:

a. Full-Year Employees
   The Board of Education shall pay the premium rates pursuant to the provisions of Section 3 or Section 4 of Michigan PA 152 of 2011.

b. Full-time employees per fte explanation above.
   The Board of Education shall pay single subscriber rates pursuant to the provisions of Section 3 orSection 4 of Michigan PA 152 of 2011.

c. Cash Option
   1. Any employee may choose to participate in the cash option in place of receiving health insurance.
   2. $3,000 per year to be paid quarterly or pro-rated per fte of position as described above.

d. Health Insurance Buy-Ups
   Full-time and half-time employees may elect to subscribe full family insurance. In this event theSchool District would pay the greater of:

   1. The single subscriber rate or
   2. A prorated portion of the full-family rate determined by dividing the employee's scheduled annual hours by 2080.

e. A half-time employee as described above will not be eligible for insurance benefits.

ARTICLE 28

2024-2025

Step	Bus Driver	Kitchen	Para	Secretary
1	21.15	15.78	15.78	17.20
2	21.78	16.25	16.25	17.72
3	22.43	16.74	16.74	18.25
4	23.11	17.24	17.24	18.80
5	23.80	17.76	17.76	19.36
6	24.51	18.29	18.29	19.94
7	25.25	18.84	18.84	20.54
8	26.01	19.41	19.41	21.16
9		19.99	19.99	21.79
10		20.59	20.59	22.44
11		21.21	21.21	23.12
12		21.84	21.84	23.81
13		22.50	22.50	24.52
14		23.17	23.17	25.26
15+		23.87	23.87	26.02

2025-2026 **3% to Base**

Step	Bus Driver	Kitchen	Para	Secretary
1	21.78	16.25	16.25	17.72
2	22.43	16.74	16.74	18.25
3	23.11	17.24	17.24	18.80
4	23.80	17.76	17.76	19.36
5	24.51	18.29	18.29	19.94
6	25.25	18.84	18.84	20.54
7	26.01	19.41	19.41	21.16
8	26.79	19.99	19.99	21.79
9		20.59	20.59	22.44
10		21.21	21.21	23.12
11		21.84	21.84	23.81
12		22.50	22.50	24.52
13		23.17	23.17	25.26
14		23.87	23.87	26.02
15+		24.58	24.58	26.80

2026-2027 **3% to Base**

Step	Bus Driver	Kitchen	Para	Secretary
1	22.43	16.74	16.74	18.25
2	23.11	17.24	17.24	18.80
3	23.80	17.76	17.76	19.36
4	24.51	18.29	18.29	19.94
5	25.25	18.84	18.84	20.54
6	26.01	19.41	19.41	21.16
7	26.79	19.99	19.99	21.79
8	27.59	20.59	20.59	22.44
9		21.21	21.21	23.12
10		21.84	21.84	23.81
11		22.50	22.50	24.52
12		23.17	23.17	25.26
13		23.87	23.87	26.02
14		24.58	24.58	26.80
15+		25.32	25.32	27.60

A. Half-time employees working less than 600 hours per year would be compensated at the beginning employee's rate for their job description.

B. Part-time employees will be paid in the classification worked on the zero (0) step of the current salary schedule.

C. Long term subs, after 40 days of continuous employment, will be paid according to step 0. Employee will be prorated for sick & personal time. There will be no carryover of sick or personal days at the end of the school year.

D. All employees will be paid hours worked, bi-weekly. Timesheets must be submitted the Friday (or last day worked that week) before each payday by 3 p.m.

ARTICLE 29

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2024, and shall continue in effect until the 30th day of June, 2027.

In witness thereof, the parties here to have caused this Agreement to be signed by their representative on this day.

_____	_____
Board of Education – President	SCESPA – President
_____	_____
Superintendent	UPEA – Representative
_____	_____
Date	Date

GRIEVANCE REPORT FORM

Grievance#_____ Superior Central School District

Distribution of Form
1. Superintendent
2. Supervisor
3. Union
4. Grievant

Submit to Supervisor in Duplicate

Building | Assignment | Name of Grievant | **Date** Filed

STEP 1

A. Date Cause of Grievance Occurred:_____

1. Article/Section/Policy Violated:_____

2. Statement of Grievance:_____

3. Relief Sought:_____

_____

_____

_____
Signature Date

B. Disposition of Supervisor:_____

_____

_____

_____
Signature Date

C. Disposition of Grievant and/or Union:_____

_____

_____

_____
Signature Date

If additional space is needed in reporting Section **B of** Step 1, attach an additional sheet.

GRIEVANCE REPORT FORM (cont.)

STEP2

A. Date Received by Superintendent of Designee:_____

B. Disposition of Superintendent or Designee:_____

_____

_____

_____
Signature Date

C. Position of Grievant and/or Union:_____

_____

_____

_____
Signature Date

STEP 3

A. Date Submitted to Arbitration:_ _

B. Disposition and Award of Arbitrator:_ _

_____

_____

_____
Signature of Arbitrator Date