AGREEMENT

BETWEEN

BARAGA AREA SCHOOLS BOARD OF EDUCATION

AND

GENERAL TEAMSTERS LOCAL UNION NO. 406

EFFECTIVE

JULY 1, 2025

THROUGH

JUNE 30, 2028

BY: Teamsters local 406/Escanaba

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AGREEMENT

THIS AGREEMENT is entered into on the date that the "Master Agreement-Execution of Instrument Signature Clause" is signed and dated in this full written contract as described in the "Execution of Instrument" provision of this Agreement; on this 1st day of July 2025, between the **BARAGA AREA SCHOOLS BOARD OF EDUCATION** (hereinafter referred to as the "Board," "District," or "Employer") and **GENERAL TEAMSTERS LOCAL UNION NO. 406**, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and the employees.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I
RECOGNITION - EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the bargaining unit which includes:

> All full-time and part-time custodians, matrons and bus drivers, bus custodian, cooks and cooks' helpers, noon-hour supervisors and non-certified teachers' aides, working supervisor, excluding but not limited to the professional employees, substitute teachers, facilities manager, secretaries, Title VI, and Johnson-O-Malley Indian Education Program employees, substitutes and/or temporary bus drivers, custodians or cooks, any other temporary or substitute employees, employee's hired after August 1, 1992, who are employed under a "grant program" as well as any non-certified and certified personnel not mentioned within this Article.

1. Full-time employee: An employee who is regularly scheduled to work thirty (30) or more hours per week in a permanent posted job.

2. Part-time employee: An employee who is scheduled to work less than thirty (30) hours per week in a permanent posted job.

If at any future date a potential member of this bargaining unit has a new position created, the Board will place said position in the proper classification, after it has discussed such placement with the Union. The Union will at all times be informed of said decision. Any such decision of the Board will be subject to negotiation.

ARTICLE II
UNION REPRESENTATION

Stewards and Alternate Stewards.

The employees covered by this Agreement will be represented by a steward. The Union shall have the exclusive right to assign said steward.

1. The Employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward.

2. The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours, only after obtaining permission from his/her immediate supervisor.

3. Neither the Union nor any of the officers, nor the steward, nor any other representative or employees, shall advise or direct employees to disregard the instructions of supervisors.

4. The Employer, within three (3) days of hiring a new employee, will inform the Union Steward of said new hire, their job classification, and their scheduled work hours.

ARTICLE III
RIGHT TO MANAGE

The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves onto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically defined Articles herein. The Baraga Area School District is a "General Powers School District" in accordance with Public Act 289 of 1995, Public Act 451 of 1976, M.C.L. 380.11a, as amended.

ARTICLE IV
NO STRIKE CLAUSE

During the term of this Agreement, there will be no strikes by employees covered by this Agreement nor any lockout by the Employer.

ARTICLE V
SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the steward and the Employer or its designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance. Conferences shall be held at a time mutually agreed upon by the parties.

ARTICLE VI
GRIEVANCE PROCEDURE

A grievance is defined as an alleged violation of a specific Article or Section of this Agreement. Such grievance shall be submitted to the following grievance procedure:

Probationary employees shall be limited to STEP FOUR of the Grievance Procedure.

STEP ONE: Within ten (10) calendar days of the time a grievance occurs, the employee will present the grievance to his/her immediate supervisor with the objective of resolving the matter informally. Within fourteen (14) calendar days after presentation of grievance, the immediate supervisor shall give his/her answer orally to the employee.

STEP TWO: If the grievance is not resolved in STEP ONE, the employee must, within five (5) calendar days of receipt of the supervisor's answer, submit to the building Principal a signed written "Grievance Report." The "Grievance Report" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify the date the alleged grievance occurred, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee involved.

The Principal shall give the employee an answer, in writing, no later than fourteen (14) calendar days after receipt of the written grievance.

STEP THREE: If the grievance is not resolved in STEP TWO, it must be submitted within five (5) calendar days after receipt of the Principal's Step Two answer, or its due date, to the Superintendent, or his/her designee. The Superintendent, or his/her designee, and the aggrieved employee (representative of the Union if the employee so desires) shall meet within a reasonable time, not to exceed fourteen (14) calendar days in an attempt to resolve the matter.

STEP FOUR: If a satisfactory disposition of the grievance is not made after receipt of the Superintendent's answer, or it's due date provided in STEP THREE above, either party shall have the right to file said grievance with the Secretary of the Board within five (5) calendar days of the meeting provided in STEP THREE.

The Board will have thirty (30) calendar days to resolve and render its decision, in writing, to the Union and aggrieved employee.

STEP FIVE:

A. In the event the grievance is not settled in STEP FOUR and the Union wishes to carry the matter further, it shall, within forty-five (45) calendar days from the receipt from STEP FOUR, file a demand for arbitration in accordance with the Michigan Employment Relations Commission (MERC) Rules and Procedures.

B. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

ARTICLE VII
DISCHARGE AND SUSPENSION

The Employer shall not discharge or suspend any non-probationary employee without cause. A probationary employee may be discharged with or without cause. The Employer agrees, upon the discharge or suspension of a non-probationary employee, to notify, in writing, the steward of the discharge or suspension.

The discharged or suspended employee will be allowed to discuss his/her discharge with the steward on school premises, only after obtaining permission from his/her immediate supervisor.

Should the non-probationary employee consider the discharge or suspension to be improper, and upon request, the Employer or his/her designated representative, will discuss the discharge or suspension with the employee and the steward. This request shall be made within three (3) regularly scheduled working days after the discharge or suspension is received by the Union representative. The Superintendent, or his designated representative, shall give his/her answer in writing to the Union within fourteen (14) calendar days after the special conference on the respective matter. If said answer is not satisfactory to the Union, the matter may be appealed to the FOURTH STEP of the grievance procedure.

The Local Union office in Escanaba, Michigan, will be provided copies of all disciplinary action issued to its members covered by this Agreement.

Where in this Article the Employer has an in-writing notice requirement, electronic notification via email is acceptable.

ARTICLE VIII
SENIORITY - PROBATIONARY EMPLOYEES

A. New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working shifts of their employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day sixty (60) working shifts prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article I of this Agreement, except discharge and disciplined employees for other than Union activity.

C. Seniority shall be on an employer-wide basis, in accordance with the employee's last date of hire.

D. Employees who are off work for an entire month or months may apply for an Honorable Withdrawal Card Request to suspend dues deductions during their absence. The attached form explains the conditions for requests. Employees must submit completed forms to the Teamsters Escanaba office located at 2013 1st Avenue North, Escanaba, MI. 49829. Employees will notify General Teamsters Local Union No. 406 at (906) 786-2743 upon return to active employment from withdrawal.

ARTICLE IX
SENIORITY LISTS

A. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

B. The seniority list of the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.

C. The Employer will keep the seniority list up-to-date and will provide the chief steward with up-to-date copies at the start of each school year.

ARTICLE X
LOSS OF SENIORITY

An employee will lose his/her seniority and terminate his/her employment with the Board for the following reasons:

1. Employee quits or retires.

2. Employee is discharged and such discharge is not reversed through the procedure set forth in this Agreement.

3. If the employee fails to return to work when recalled from layoff, as set forth in the recall procedure provided herein.

4. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within sixty (60) working shifts transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred.

5. In the event an employee is laid off, he shall maintain seniority rights for two (2) years following the commencement of his/her layoff. Following a two (2) year layoff, all seniority rights and rights to recall under this Agreement shall be terminated.

6. An employee who is off and becomes physically unable to perform the duties of their present assignment shall lose all seniority rights after a period of twelve (12) months except upon mutual agreement of the parties the time may be extended for an additional three (3) months.

ARTICLE XI
LAYOFF DEFINED

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

B. In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least two (2) 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 not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority provided that those remaining have the necessary qualifications and licenses and are presently able to perform the work that is available at the beginning of the assignment, all criteria being equal seniority will be the i.e., the least senior employee on the seniority list being laid off first. No employee shall have a reduction in their hourly pay if they qualify to bump into another classification when on layoff.

The Board and the Union agrees that the definition of Qualified is that the employee will be in compliance with the present State and Federal Laws in regard to Qualifications as specified and that this definition applies to all Articles in this Agreement.

D. Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff.

E. During a layoff existing scheduled overtime may continue as necessary as determined by the Board, there shall be no scheduled overtime in the affected job classification unless the Board or its designee decides that circumstances require it for safety, health or sanitation reasons, unexpected or emergency repairs or unexpected temporary employee absences.

F. During layoff, fringe benefits will cease immediately unless provided for by a specific Article in this Contract.

G. It is understood that during layoff, the school District may utilize an employee from time to time on a temporary basis. The parties agree a temporary employee may work no more than twenty-six (26) work weeks in a calendar year. Employees on layoff status will be first offered any long term substitute positions in the District which the employee is qualified to perform.

ARTICLE XII
RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff who is qualified being recalled first. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit. In proper cases, exceptions may be made.

ARTICLE XIII
JOB POSTINGS, BIDDING PROCEDURES, AND REDUCTIONS

A. A "vacancy" is defined as an open position or newly created position that the District intends to fill. All vacancies and/or newly created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of qualifications and seniority. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum

requirements for the position in a conspicuous place on bulletin boards in each building. If the School and Union mutually agree to a five (5) day posting, the Union Steward will be given time to make eligible employees aware of the position and time limit on posting. Employees interested shall apply, in writing, within the seven (7) working days' posting period. The senior employee applying for the position, who meets the requirements, shall be granted a two (2) week trial period to determine:

1. His/her desire to remain on the job.
2. His/her ability to perform the job.

B. Any employee whose position has been eliminated shall have the right to assume a position for which they are qualified and have seniority.

C. Any position that has been reduced in time will not be posted.

D. Any employee whose position is reduced by thirty (30) or more minutes shall have the right to remain in said position and will be notified by the Employer.

E. Any employee whose position is reduced by thirty (30) or more minutes shall have the right to assume a position for which they are qualified, provided they have more seniority.

F. Any position that is increased by thirty (30) or more minutes will be posted.

G. The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given, in writing, to the employee and his/her steward In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the head steward with a copy of each job posting at the same time the postings are posted on the bulletin boards and at the end of the posting period, the Employer shall furnish the head steward with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Head Steward as to who was awarded the job.

H. During the two (2) week trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, the Employer may return the employee to their former classification. Should the Employer return an employee to their former classification, notice and reasons shall be submitted to the employee and his/her steward, in writing or via email. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

I. Successful bidders shall not be required to start in a new classification at the base rate, unless the base rate for their new classification is higher than their current hourly rate. They shall receive the then current rate of pay for the classification into which they were the successful bidder.

J. Employees required to work in a higher classification shall be paid the rate of the higher classifications.

K. Job postings for positions within the bargaining unit may be posted both internally and externally at the same time with the understanding that bargaining unit employees have the right of first refusal to the posted open or newly created position.

ARTICLE XIV
JOB AND SHIFT PREFERENCE

Employees covered by this Agreement shall be allowed to exercise shift preference within their classification on the basis of seniority in the event of a vacant or open position.

ARTICLE XV
LEAVES OF ABSENCE

A. Leaves of absence for reasonable periods not to exceed one (1) year, upon written request to the Superintendent or his/her designee, shall be granted to employees who are on seniority status without loss or accrual of seniority for the following reasons:

1. Maternity.
2. Illness (physical or mental) with a doctor's certificate.
3. Prolonged illness in immediate family, with a doctor's certificate and subject to School Board approval.

B. Employees seniority shall freeze and not accrue while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave was granted, or to a position to which his/her seniority entitled him/her. Employee shall report three (3) days prior to the date he/she plans on returning to work after their leave of absence.

C. Members of the Union selected to attend a function of the Union shall be allowed time off with loss of time and pay to attend, unless replacements for critical Employer functions cannot be secured. However, the Union Steward will be allowed the time off if a two (2) week notice is given to the School.

ARTICLE XVI
WORKING HOURS - SHIFT PREMIUM AND HOURS

A. All employees covered by this Agreement working over six (6) hours shall receive two (2) paid fifteen (15) minute breaks during their shift. All employees covered by this Agreement working six (6) hours or less shall receive one (1) paid fifteen (15) minute break during their shift.

B. An employee reporting for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1-1/2X).

C. Prior to the start of each school year, the Employer agrees to either have a "welcome back" meeting with all employees or provide each employee with a "welcome back letter," which documents their job assignments, job responsibilities, scheduled hours of work, and any other pertinent information the Employer would like employees to be aware of. Employees will be required to complete training on this day. Employees who choose to complete required on-line training at home, will receive three (3) hours of straight time pay.

ARTICLE XVII
JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. If employee is released or finishes early from jury duty, he/she will not be required to return to work that day if more than one half of their regular shift has been missed. If more than one half of an employee's shift is missed, a slip from the courthouse stating the time an employee was released or finished from jury duty will be required.

ARTICLE XVIII
SICK LEAVE

All twelve (12) month employees covered by this Agreement shall accumulate one (1) sick leave day per month, frontloaded, not to exceed twelve (12) days per year, with one hundred fifty (150) days maximum accumulation. All unused sick leave days up to a maximum of eighty (80) days will be paid upon retirement of employee. Upon death of an employee all unused sick leave days, up to a maximum of eighty (80) days, will be paid to the beneficiary at the prevailing rate. Sick leave allotments shall be calculated based on scheduled hours per day in a permanent posted job. An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically. At retirement, this benefit shall be paid directly to the employee.

A school year employee shall accumulate a maximum of ten (10) sick leave days in a school calendar year, frontloaded. All unused sick leave days up to a maximum of eighty (80) days will be paid upon retirement of employee. Sick leave allotments shall be calculated based on scheduled hours per day in a permanent posted job. School year employees shall accumulate an additional sick leave day for each month worked during the summer months.

Employees shall be allowed to use accumulated sick leave for either mental illness or distress.

In those cases where the Employer has reasonable cause to suspect abuse of sick leave, or in cases involving the use of three (3) or more consecutive sick leave days, the Employer may request the employee to provide reasonable documentation qualifying their use of sick leave.

Employees are to call their immediate supervisor in the event they cannot report for work. Such call must be made at least thirty (30) minutes prior to the employee's scheduled starting time. Employees are requested to give one (1) hour advance notice, if possible.

If, at the time of separation, it is determined that an employee has used more sick leave than they had accrued, the employer shall be entitled to recover the overused amount by deducting the monetary value of the excess sick leave from the employee's terminal pay. In the event that the employee's terminal pay is insufficient to cover the total value of the overused sick leave, the employer may pursue reimbursement for the remaining balance through other lawful means. Employees shall be provided with a written statement of their leave balances and any deductions to be made from terminal pay as far an advance as possible, prior to final payment. Disputes regarding such deductions may be addressed through the grievance procedure outlined in this agreement.

ARTICLE XIX
FUNERAL LEAVE

A. For death of a parent, spouse, child, sibling, step-parents, step-children, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or grandchild, employees will be allowed up to a total of five (5) paid days to be taken in connection to attend the wake, funeral service or burial service.

B. Prior to receiving funeral leave, the employee shall receive permission from the Superintendent of Schools.

ARTICLE XX
TIME AND ONE-HALF

Time and one-half (1-1/2X) will be paid as follows:

1. For all hours over forty (40) hours in one week.

2. For all hours worked on Sunday.

3. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.

4. Whenever there are school dances that extend past 11:00 P.M. or there are other school functions the Superintendent determines important, a custodian(s) will be assigned to the dance or function and will receive the rate of time and one-half (1-1/2X) for the hours worked past 11:00 P.M. Such assignments shall be rotated among all the custodians.

5. Cooks, Cook's Helpers and Aides shall be allowed to fill in for Custodians, but will be paid at the straight-time hourly rate until the total number of hours worked in any week reaches forty (40).

6. All hours worked, including overtime, must be submitted to the employee's immediate supervisor on a timesheet. Failure to follow these requirements may result in denial of overtime pay.

ARTICLE XXI
HOLIDAY PROVISIONS AND PERSONAL LEAVE

A. The paid holidays are designated as: New Years Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve (one-half day), and Christmas Day.

Employees may use a vacation or personal day for the day after Thanksgiving.

Employees will be paid their current rate based on their regular scheduled work day for said holidays.

B. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered the holiday.

C. The school year employees shall receive the following holidays: Thanksgiving Day, Christmas Day, New Years Day, Good Friday, and Memorial Day.

D. When school is in session with students and an employee starts prior to Labor Day, he/she shall be paid for the Labor Day holiday.

E. Personal Leave: All school year employees hired before June 30, 2025, shall receive four (4) personal leave days, which can be used only for those things which ordinarily cannot be scheduled on a regular school day.

All school year employees hired after July 1, 2025, shall receive personal leave days according to the below schedule, which can be used only for those things which ordinarily cannot be scheduled on a regular school day.

After successful completion of probation	-	One (1) personal leave day
Start of Second Year	-	Two (2) personal leave days
Start of Third Year	-	Three (3) personal leave days
Start of Fourth Year	-	Four (4) personal leave days

F. Twelve (12) month employees will receive one (1) personal leave day or one (1) additional vacation day. The personal leave day may be paid out as stated in (G.) of this Article. A vacation day is subject to the conditions of Article XXVI. In the event of a school cancellation day due to an act of God or otherwise, a twelve (12) month employee may use personal leave time to cover that cancelled day, which is paid at the employee's regular hourly rate of pay.

G. If employee does not use their Personal Leave Days, the employee will be paid their regular rate of pay for each unused Personal Leave Day.

ARTICLE XXII
VACATION

All twelve (12) month employees will earn credits toward vacation with pay in accordance with the following schedule:

After successful completion of probation	-	One (1) week of vacation
After 2 through 7 years of employment	-	Two (2) weeks of vacation
After 8 through 17 years of employment	-	Three (3) weeks of vacation
After 18+ years of employment	-	Four (4) weeks of vacation

A vacation may not be postponed from one year to the next, or it will be forfeited. With the exception that a twelve (12) month employee, may, at their discretion, cash-in up to three (3) vacation days on their anniversary hire date. The three (3) days of vacation will be paid to the employee at their regular hourly rate. Vacation may not be taken during the first two (2) weeks of school or the last two (2) weeks of May.

Vacations for twelve (12) month employees will be required to be taken in the months of June, July, and August with the exception of an employee who earns four (4) weeks of vacation time which may be taken outside the summer months (excluding the last two (2) weeks of May or the first two (2) weeks of school) on a seniority rotation basis. Vacation requests for the first two (2) weeks of May must be submitted two (2) weeks in advance of the time requested.

If an employee in the Bus Driver classification is requesting two (2) or more consecutive days off, a substitute Bus Driver must be lined up no less than seven (7) days in advance.

ARTICLE XXIII
VACATION PERIOD

A. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

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

C. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation.

ARTICLE XXIV
PAY ADVANCE

A. If a regular pay day falls during an employee's vacation, he/she will receive that check in advance before going on vacation, as long as the employee gives a two (2) week notice prior to going on vacation.

B. If an employee is laid off or retired, or severs his/her employment, he/she will receive any unused vacation credit, including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year, will have such credit deducted from his/her vacation the following year.

C. Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE XXV
HOSPITALIZATION - MEDICAL COVERAGE

A. The Board will limit its expenditures for employee "Medical Benefit Plans" to be in compliance with Public Act 152 of 2011, the Publicly Funded Health Insurance Act.

B. For each plan year during the term of this Agreement, the Employer's contribution towards the cost of Michigan Conference of Teamsters Welfare Fund Base Medical Benefits and Prescription Drug Benefits will use the annually adjusted hard caps as set forth in PA 152 of 2011. The annual hard cap adjustment based on the change in the medical care component of the C.P.I. will occur on January 1st in each year of the Agreement. All premium costs above those remitted by the Employer will be paid through an IRS 125 Plan by participating employees through weekly payroll deduction.

C. The Board will make premium payments for eligible employees in accordance with the terms and conditions of Michigan Conference of Teamsters Welfare Fund (M.C.T.W.F.) Participation Agreement. Premiums are weekly rates and listed in the following schedule. Newly hired employees will become eligible for coverage following successful completion of the probationary period.

"MEDICAL BENEFIT PLAN" M.C.T.W.F. PLAN 1031 ***(Schedule of Benefits Attached)***			
TIER 1 EMPLOYEE ONLY	**TIER 2** EMPLOYEE PLUS ANY CHILDREN	**TIER 3** EMPLOYEE PLUS SPOUSE	**TIER 4** FAMILY
Effective Date of Coverage: 07/01/2025 – 03/28/2026			
$182.60	$365.10	$438.15	$547.70
Effective Date of Coverage: 03/29/2026 – 04/03/2027			
$190.50	$381.05	$457.25	$571.55
Effective Date of Coverage: 04/04/2027 – 04/01/2028			
$196.25	$392.45	$471.00	$588.70
Effective Date of Coverage: 04/02/2028 – 06/30/2028			
* MOB	* MOB	* MOB	* MOB

* MOB - Maintenance of Benefits

For employees who qualify to receive and elect the Medical Benefit Plan (M.C.T.W.F. Plan 1031): / For employees who qualify for the Medical Benefit Plan (M.C.T.W.F. Plan 1031) and do not elect the Medical Benefit Plan:

For employees who do not qualify for the Medical Benefit Plan and are regularly scheduled to work at least twenty (20) hours per week but less than thirty (30) hours per week.

The Board agrees to provide Non-Medical Benefit Plan – Benefit Options for (PAK-B) as negotiated and listed below and monthly premium payments for the term of this Agreement as described below for twelve (12) months provided the individual is scheduled for twenty (20) hours or more per week on a permanent daily basis.

For employees who work less than the applicable positions work year due to being hired after the contracted year or who resign, retire or are terminated before the end of the contract year or whose census category changes during the contract year will receive prorated Board premium payments accordingly.

Non-Medical Benefit Plan – Benefit Options (PAK-B):

Dental:	
Class I:	75%
Class II:	75%
Class III:	50%
Annual Max:	$1,000.00
Class IV:	75%
Lifetime Max:	$1,200.00
Riders:	2 Cleanings
Vision:	VSP 3 Plus
Life Insurance:	$10,000.00
AD&D Coverage:	$10,000.00

The Board is accordance with the above paragraphs shall provide premium contribution payments as described below toward an employee Non-Medical Benefit Plan – Benefit Options (PAK-B) for the term of this Agreement, at the benefit level of 85% of the total costs of the monthly premium.

The following paragraphs pertain to all "Medical Benefit Plans" (M.C.T.W.F. Plan 1031), and Non-Medical Benefit:

Any portion of the actual applicable plans coverage year's annual premium cost not covered by the Board paid "Medical Benefit Plan" (M.C.T.W.F. Plan 1031), and the Non-Medical Benefit Plans (PAK-B) Plans monthly premiums, shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee's portion of the applicable plans premium contribution vial payroll deductions as a condition to be eligible for the Medical Benefit Plan and the Non-Medical Benefit (PAK-B) Plans:

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be evenly spread over the existing pay periods the employee has selected for their salary payments.

Employees will also pay all deductibles, co-pays and flexible spending accounts associated with the employee "Medical Benefit Plan" (M.C.T.W.F. Plan 1031), and the Non-Medical Benefit (Pak-B) Plans.

For employees who work less than the applicable positions hours, or work less hours per year due to being hired after the contacted year or who resign, retire or are terminated before the end of the contract year or whose census category changes during the contract year will receive prorated Board premium payments accordingly. Newly hired employees will become eligible for coverage following successful completion of the probationary period.

D. The Employer shall provide a $5,000 life insurance policy for each employee.

E. The Employer agrees to pay the premium in accordance with Public Act 152 of 2011; Section 3. for hospitalization medical coverage for the employee and his/her family during an employee's absence as the result of any injury, illness or maternity for a maximum of nine (9) months.

F. The Employer agrees to pay the premium in accordance with Public Act 152 of 2011; Section 3. for hospitalization medical coverage for the employee and his/her family while the employee is laid off for a maximum of three (3) months.

G. The Employer shall pay in accordance with Public Act 152 of 2011; Section 3. the hospital/medical insurance premiums for the employee and his/her family for the term of this Agreement.

H. The Dental Program for the employees covered by this Agreement shall be funded by the Employer at the negotiated rate list above.

I. The Employer shall provide upgrade vision coverage for the employee and their family (VSP 3 PLUS).

J. Employees who have submitted an opt out application with a certificate of credible coverage from their provider to M.C.T.W.F. will upon written approval be provided an "annuity" in lieu of the insurance coverage, in the amount of the "single subscriber rate" for the insurance.

K. Only employees who are in the bargaining unit as of September 3, 2019 are eligible to opt-out at the "single subscriber rate", for the course of their employment with the District. Any employee hired after September 3, 2019 whom chooses to opt-out will not have to pay the PA 152 of 2011 health insurance premium share to the District, they will also not receive any monetary compensation whatsoever from the District for opting out of health insurance.

ARTICLE XXVI
WORKERS' COMPENSATION

Each employee will be covered by the applicable Workers' Compensation laws and the Employer further agrees that an employee being eligible for Workers' Compensation will have the opportunity, but limited to accumulated sick leave, to use on a pro-rated basis as is needed, to make up the difference between Workers' Compensation and their regular daily salary. (EXAMPLE: 2/3 Workers' Compensation and 1/3 of a sick leave day.)

ARTICLE XXVII
COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

ARTICLE XXVIII
COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE XXIX
ENTIRE AGREEMENT CLAUSE

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

ARTICLE XXX
INCLEMENT WEATHER

If during periods of inclement weather an employee reports for work, the employee shall receive a minimum of two (2) hours pay; if school is called off the employee shall then be paid for the amount of time actually spent working (with a guarantee of two (2) hours minimum, to a maximum of four (4) hours).

All employees will have three (3) weather related paid days off per school year. Essential personnel will report to work according to the current practice and will be paid at 1.5 times their hourly rate of pay, upon receiving prior permission to come to work from the Superintendent of schools or designee of the Superintendent. Unused days will not accumulate.

Essential personnel shall be defined as those Employees in the classifications of custodians, maintenance, and mechanics.

After three (3) inclement weather school cancellations, employees may utilize any accrued paid time off to fill-in lost work due to school cancellations.

ARTICLE XXXI
LOSS OF LICENSE AND / OR CERTIFICATION

Loss of license or certification required in an employee's current job will require the employee to lose the job or portion of the job that required the license and/or certification.

ARTICLE XXXII
BUS DRIVERS / TEACHERS AIDES / KITCHEN STAFF

A. The Employer agrees to pay, in full, the expenses related to physicals, Chauffeurs License, and for the State of Michigan Recertification School.

B. The Employer also agrees to pay the full cost, at each renewal for the cost of the employee receiving the new Commercial Drivers License. If the employee fails the test and needs to be retested, all such retest costs shall be the responsibility of the employee.

C. All Extra Trips over thirty (30) miles, one way, shall entitle the Bus Driver to a twenty dollar ($20.00) meal allowance, receipt required.

D. The Employer also agrees to reimburse employees for the renewal cost for employees taking the PARA Professional Certification test upon successful passing the test and presentation of receipts.

E. When the District invests in an employee's licensing fees and when the employee separates from employment, for whatever reason, within the first two (2) years after accepting District licensing reimbursement, the employee will reimburse the District for those licensing fees on the following prorated basis:

0 - 6 months	100%
7 - 12 months	75%
13 - 18 months	50%
19 - 24 months	25%
After 24 months	0%

F. Kitchen staff will be provided with additional cleaning shifts during the school year. The cleaning shifts shall be broken into three (3) cleaning blocks and be in-line with an employee's regular daily scheduled hours. Generally, these cleaning blocks should occur prior to the start of the school, during Christmas break, and prior to the end of the school year. Scheduling cleaning shall occur with mutual agreement between the Employer and affected employees. At no point should additional cleaning opportunity be conducted by any employee if it would put them into overtime pay.

G. Should the employer require any kitchen staff to possess any food safety certification, the Employer shall reimburse those associated costs upon successful passing of the test and presentation of receipts.

ARTICLE XXXIII
SPORTS EVENTS

Each employee will receive a free "Individual Sports Pass" that will allow the employee access to all sports events held at the school.

ARTICLE XXXIV
AUTOMATIC PAYROLL DEDUCTION

The Employer to agree to an automatic deduction from any employee who so desires, for deposit into a savings and/or checking account.

ARTICLE XXXV
WORKING SUPERVISORS

It is not the intention of the Employer to deprive any employee of work by assigning additional work or duties to the Facilities Manager. However, it is understood by the Employer and Union that the Facilities Manager has been performing some of the regular duties that are currently performed by subordinates. Performance of these duties is necessitated by the size of the Employer and by the nature and extent of the duties required of the Employer. As such, it is agreed that the Facilities Manager may perform bargaining unit work under the following conditions.

1. Between the hours of 8:00 a.m. and 3:30 p.m., the Facilities Manager may perform bargaining unit work so long as no bargaining unit member is being deprived of work.

2. Between the hours of 3:31 p.m. and 7:59 a.m., the Facilities Manager may perform bargaining unit work so long as the bargaining unit seniority list has been exhausted and no bargaining unit member volunteers for the extra work assignment.

ARTICLE XXXVI
EMERGENCY MANAGER

An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531 shall have the rights provided under said Act; may reject, modify or terminate the Collective Bargaining Agreement as provided within said Act.

ARTICLE XXXVII
SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or any Supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of the Agreement and Supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. The parties agree that prohibited subjects of bargaining are not to be a subject of negotiations.

APPENDIX A
PENSIONS

The pension provisions now in effect for employees covered by this Agreement shall be continued. The Employer will pay, in full, only the District's legally required contribution amounts into the Michigan Public School Employees Retirement Fund.

APPENDIX B
JOB CLASSIFICATIONS AND BASE RATE

ALL CLASSIFICATIONS

	POSITION	BASE RATES		
		2025-2026	2026-2027	2027-2028
1	Head Cook	$19.00	$19.75	$20.50
2.	Cook's Helper	$17.50	$18.25	$19.00
3.	Lead Custodian/Maintenance	$19.50	$20.25	$21.00
4.	Custodian/Maintenance	$19.00	$19.75	$20.50
5.	Mechanic/Maintenance	$21.00	$21.75	$22.50
6.	Bus Driver	$21.00	$21.75	$22.50
7.	Teacher Aide	$17.50	$18.25	$19.00
8.	Special Ed One-to-One Aide	$17.50	$18.25	$19.00
9.	Library Aide	$17.50	$18.25	$19.00

The Head Cook at the Baraga Schools will receive a five hundred dollar ($500.00) stipend per year for extra duties associated with the head cook position.

APPENDIX C
LONGEVITY

Employees shall be paid longevity according to their years of service, to be paid on their anniversary date of hire. The employees shall receive longevity pay on the first full pay period following their date of hire. Longevity will be based on the following years of employment:

Five (5) years and over	-	$ 500.00
Ten (10) years and over	-	$1,000.00
Fifteen (15) years and over	-	$1,500.00
Twenty (20) years and over	-	$2,000.00
Twenty-five (25) years and over	-	$2,500.00
Thirty (30) years and over	-	$3,000.00

TERMINATION

THIS AGREEMENT shall continue in full force and effect until June 30, 2028.

A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.

C. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

D. Notice of Termination - Notice shall be in writing and shall be sufficient if sent by Certified Mail, addressed, if to the Union to: 2013 1st Avenue North, Escanaba, Michigan 49829 and if the Employer to: Baraga Area Schools, 210 Lyons Street, Baraga, Michigan 49908, or to any such address as the Union or the Employer may make available to each other.

EXECUTION OF INSTRUMENT

The terms of this Collective Bargaining Agreement between the parties are incorporated herein and by accepting and signing this "Master Agreement-"Execution of Instrument"-Signature Enactment Clause" in this contract below, the parties agree to be bound by all such terms for the duration of this Agreement.

This Successor Agreement will become enacted and implemented in full effect on the first date after the expiration date of the former Agreement by the last signature as dated, of either of the parties officials listed below, who are empowered to enter into this Contract, is entered on the "Master Agreement-Execution of Instrument-Signature Enactment Clause" below.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their signatures on the day and year below written.

The date of the last party below to sign the "Master Agreement Signature Enactment Clause" below will be entered in the Agreement provision of this successor Master Agreement.

MASTER AGREEMENT-EXECUTION OF INSTRUMENT-SIGNATURE ENACTMENT CLAUSE

BARAGA AREA SCHOOLS

BY: _____
Tim Marczak
Superintendent

DATE: 6-23-25

BY: _____
Megan Haataja
Board of Education, President

DATE: 6/23/2025

GENERAL TEAMSTERS LOCAL UNION NO. 406

BY: _____
Ellis P. Wood
Secretary-Treasurer
Principal Officer

DATE: 7-2-2025

BY: _____
Anthony LaPlant
Business Agent

DATE: 6/27/2025

LETTER OF AGREEMENT
Between
BARAGA AREA SCHOOLS
And
GENERAL TEAMSTERS LOCAL UNION NO. 406

REGARDING: BARGAINING UNIT RECOGNITION CHANGES

WHEREAS, Baraga Area Schools (hereinafter, "Employer") and General Teamsters Local Union No. 406 (hereinafter, "Union") are parties to a Collective Bargaining Agreement (hereinafter, "Agreement") for various support staff positions. The term of the current Agreement is July 1, 2025 through June 30, 2028; and,

WHEREAS, during contract negotiations for this Agreement, the parties collectively bargained changes to Article I, Recognition – Employees Covered, whereby, *"employees hired after August 1, 1992, who are employed under a "grant program"* was added to the Bargaining Unit exclusion list contained within the Bargaining Unit Recognition Clause; and,

WHEREAS, the parties wish to structure a mechanism so that this change does not adversely impact Linda Moffett, an existing employee who would be impacted by this change.

THEREFORE, the parties agree to the following.

1. Linda Moffett's current grant Student Tutor-Aide position will be recognized as a Teamsters Bargaining Unit position covered by the Agreement. Should Linda Moffett vacate this position for any reason, the position will then be excluded from inclusion in the Teamsters Bargaining Unit, and the position will revert to a non-union position.

This Agreement will not set precedent for any future agreements.

WHEREBY, this agreement shall expire on June 30, 2028. All other terms and conditions of the current Agreement remain unchanged and in effect. The parties signify agreement to the above by representative signatures appearing hereon.

BARAGA AREA SCHOOLS

BY: _____
Tim Marczak
Superintendent

DATE: 6-23-25

GENERAL TEAMSTERS LOCAL UNION NO. 406

BY: _____
Anthony LaPlant
Business Agent

DATE: 6/27/2025