2026 - 2029

AGREEMENT

NEW BUFFALO AREA SCHOOLS
BOARD OF EDUCATION

and

NEW BUFFALO
EDUCATIONAL PERSONNEL
ASSOCIATION

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This agreement entered into this day of July 1, 2026 and between the New Buffalo Education Personnel Association (MEA/NEA), as hereinafter referred to as the Union, and the Board of Education ("Board") of the New Buffalo Area Schools, hereinafter referred to as the Board or the Employer.

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

ARTICLE I - PURPOSE AND INTENT

1. This agreement is negotiated pursuant to the Public Employment Relations Act (PERA) to establish the wages, hours, terms, and conditions of employment for the members of the bargaining unit herein defined. These terms shall not be altered or modified without mutual written agreement and ratification by both parties.

2. The Agreement shall constitute a binding obligation of both the Employer and 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 the Agreement

3. This Agreement shall supersede and have precedence over any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms.

4. The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interests and benefit of the Employer, Employees, and the Union. The Employer and the Union further recognize the mutual benefits of resolution of disputes which may arise as proper interpretation of this Agreement.

ARTICLE II - RECOGNITION

1. The employer recognizes the New Buffalo Education Personnel Association an affiliate of the Michigan Education Association and the National Education Association, as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended MCL 423.201 et seq., ("PERA"), for all full-time and regular part-time custodial/maintenance, bus drivers, mechanic, food service, administrative assistants, Technology Aide, BASE, Daycare, and paraprofessional employees, excluding supervisors, student employees, substitutes, and all other employees.

2. Unless otherwise indicated, use of the term “employee” when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of employees herein, there shall be the following categories.

    2.1. Full-time: An employee who is regularly scheduled to work 30 hours per week or more.

    2.2. Part-Time: An employee who is regularly scheduled to work less than 30 hours per week.

    2.3. Probationary: An employee who is employed to fill a full-time or part-time position for a trial period of 60 working days in that position.

    2.4. School year assignments: An employee whose employment follows the school calendar.

    2.5. Full-year assignments: An employee who is employed to work on a twelve (12) month basis.

    2.6. Substitute Employees (“Subs”): Individuals employed on an as-needed basis to temporarily fill in for regular staff due to absence, leave, or vacancy. Substitutes have no guaranteed hours and work only as scheduled.

    2.7. Limited-Term Employees are individuals hired for a specific duration or recurring cycle to meet project, seasonal, or operational needs. The employment term is established at the time of hire and shall not exceed the defined period or operational cycle unless extended by mutual written agreement. The engagement of such employees is considered an exception to standard staffing and does not establish a precedent or a guarantee of future or permanent employment.

    2.8. Subs and Limited-Term duties are supplemental to an individual’s primary position and shall not alter their original employment status, extend a partial-year assignment to a full-year term, or establish entitlement to additional benefits or permanent precedent.

    2.9. Preference to present employees.

3. New Employees: Employees who are eligible for benefits under this Agreement shall begin participation in such benefits after completing sixty (60) working days of continuous employment. Benefits do not accrue and are not available during the initial 60-day period.

ARTICLE III - BOARD RIGHTS

1. Reserved exclusively to the Board are all responsibilities, powers, rights, and authority vested in it by the laws and Constitutions of the State of Michigan and of the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.

2. The Board and the Association recognize that the optimum learning environment includes a positive culture of learning and respect with a cooperative, collaborative, and collegial atmosphere shared by students, teachers, administrators, staff, parents, and community. Policies and practices adopted by the Board are intended to ensure a school culture of learning in which employees are promoting a friendly, cooperative environment.

3. It is agreed that the Board hereby retains and reserves unto itself, without limitations, all the powers, rights, and authority which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, or those things covered by applicable law. These rights include, by way of illustration and not by way of limitations, the right to:

    3.1. Establish policies, manage, and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.

    3.2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all personnel.

    3.3. Hire all employees and, subject to the provisions of law, determine their qualifications, and the conditions of their continued employment of their dismissal, discipline, or demotion and to promote, assign transfer, and layoff employees.

    3.4. Determine the services, supplies, and equipment necessary to continue its operations.

    3.5. Determine the numbers and location or relocation of its facilities, workstations and bus routes.

    3.6. Adopt rules and regulations, as long as they are not inconsistent with this Agreement or law and to determine essential job functions and position descriptions for all bargaining unit positions.

3.7. Determine the financial policies, including all accounting procedures.

3.8. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure organization.

3.9. Make reasonable provisions for the health, safety, and first aid of its employees during hours of employment.

4. Contract Interpretation

In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of the Board's rights as delineated in the Article shall be preserved.

5. Limitation of Board Rights:

The exercise of the above powers, rights, and authority by the Employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

ARTICLE IV - SUPPORT STAFF RIGHTS

1. Each staff member shall have the right, upon request in writing, to review the contents of his/her own personnel file, provided that all documents excluded from the definition of "personnel records" under the Bullard-Plawecki Employee Right to Know Act has been removed before it is made available to the employee. A representative of the Association may, if the staff member so desires, be requested to accompany the staff member in such review.

2. A staff member shall be entitled to Weingarten Rights.

3. A written complaint by a parent/guardian of a student, and/or students, directed towards an employee may be called to the employee's attention.

4. In the event the district receives a FOIA request for the personnel record(s) of any staff member(s), or any portion thereof, the district shall, as soon as possible, provide the following to the affected staff member(s) and to the Association.

    4.1. A copy of the FOIA request,

    4.2. The name(s) of the requesting parties and all documents and all communications received by the district related to the FOIA request.

5. Assaulted or Threatened on Duty: Any employee who is assaulted or threatened with bodily harm by an individual or a group while carrying out his/her assigned duties shall as soon as possible notify his/her building principal or supervisor who shall notify the Superintendent's office as soon as possible.

6. Cooperation with Law Enforcement: If court attendance is required of the employee in connection with the prosecution by the district of any such offense, the employee shall suffer no loss of pay for absence for such court attendance.

7. Personal Property: Employees who provide evidence of loss of personal property that is essential to the employee's performance such as clothes or a personal vehicle, but excluding non-essentials such as radios, works of art, etc., shall not be unreasonably denied reimbursement when the loss arose out of the course of employment. A maximum of $500 reimbursement will only be made if the loss is not covered by or collected from an insurance policy.

8. Rights of Parties: Nothing contained in this Agreement shall be construed to deny or restrict to any party those rights they may have under the Michigan Revised School Code and other statutes.

9. 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, (except where the identity of the complainant is due to conflict with child protection law) 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 member 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.

ARTICLE V - SENIORITY

1. An employee's seniority shall date from such employee's most recent starting date of work in each classification of the bargaining unit described.

   Bus Driver
   Food Service
   Custodian
   Maintenance
   Administrative Assistant
   Mechanic
   Paraprofessional
   Classroom
   B.A.S.E.
   Recreation
   Technology
   Lunch
   Daycare

2. If more than one employee has the same date of hire, position on the seniority list shall be determined by drawing lots.

3. The Employer shall annually (by November 1) provide the Union a list of the employees arranged in order of their classification seniority. The Union shall have thirty (30) calendar days after receipt of said list to make any objection regarding the accuracy of the list. Absent such objection, the Employer's list shall be final and no longer subject to the grievance procedure.

4. A laid off employee shall neither accrue nor lose seniority during any period of layoff.

5. Seniority shall be lost by an Employee upon termination, resignation, retirement, layoff for more than 18 months, fails to return to work after three consecutive days without notifying their supervisor or transfer to a non-bargaining unit position.

ARTICLE VI - GRIEVANCE

1. A grievance is a claim that there has been a violation of any provision of this Agreement. The "grievant" is the person making the claim, that there is an alleged violation of the Agreement as provided in this Article. A grievance is defined strictly as an alleged violation of a specific article and section of this Agreement. Matters governed by Board Policy or statute are not subject to the grievance procedure. Written grievances as required herein shall contain the following:

    1.1. It shall be signed.
    1.2. It shall contain an explanation of the facts giving rise to the alleged violation.
    1.3. It shall cite the section or subsections of this contract alleged to have been violated.
    1.4. It shall contain the date of the alleged violation.
    1.5. It shall specify the relief requested.

    The Employer shall not be obligated to process formal grievances which are not in compliance with the above standards. Should the Employer reject a grievance on this basis, it shall give written notification to the involved employee and Union steward stating what standard is not in compliance. Should a grievant fail to take prescribed action within the time specified, and/or leave the employment of the Board, all further proceedings or previously instituted grievances shall be barred. If economic gain or loss is involved, the Association may represent the grievant within the prescribed time limit.

2. Informal Step: If an employee or Union believes there is a grievance, the matter shall be first discussed with the supervisor within ten (10) business days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this manner.

3. First Step: If the matter is not resolved at the informal step above, the grievant shall submit the grievance, in writing, to the supervisor within five (5) business days after the informal process has been completed. The supervisor will respond in writing within ten (10) days.

4. Second Step: Those grievances which have not been settled in the First Step and are to be appealed to the Second Step shall be submitted in writing to the Superintendent within ten (10) business days after the completion of the First Step, and shall state the facts upon which the grievance is based, when they occurred, and shall be signed by the employee who is filling the grievance or an officer of the Union when the Union is filing the grievance. The Superintendent or designee shall meet with the grievant and/or Union

representative or representatives within five (5) business days after receipt of the grievance to consider the grievance. The Superintendent shall give a written answer to the aggrieved employee and/or the Union representative or representatives within twenty (20) business days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Superintendent.

5. Process to Arbitration: If the Association is not satisfied with the Superintendent's decision, the parties shall pursue mediation through the Michigan Employment Relations Commission. If the grievance has not been settled through three mediation sessions, the Union representative or representatives and not the individual grievant may process grievance arbitration provided such submission is made within twenty (20) business days after the third mediation session is completed.

    5.1. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations then obtaining within the time specified above and such rules shall govern the arbitration hearing. Whenever possible, both parties agree that all arbitration hearings shall be held at District facilities or via a digital platform

6. Arbitration: It shall be the function of the arbitrator, and the employee shall be empowered, except as his/her powers are limited below, after due investigations to make a decision in cases of alleged violation of the specific articles and sections of the Agreement.

    6.1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

    6.2. The arbitrator shall have no power to establish salary scales.

    6.3. The arbitrator shall have no power to rule on any of the following:

        6.3.1. The termination of services of any probationary employee.

        6.3.2. Any claim or complaint for which there is an available remedial procedure in any forum established by law.

    The arbitrator shall have no power to change any practice, policy, or rule of the Employer nor to substitute his/her judgement for that of the Employer as to the reasonableness of any such practice, policy, rule, or any action taken by the Employer. The arbitrator's

power shall be limited to deciding whether the Employer has violated the expressed articles or sections of this Agreement; and the employee shall not imply obligations and conditions binding upon the employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.

The arbitrator shall have no power to decide any questions which, under this Agreement, is within the responsibility of the Employer to decide, except as it may be specifically conditioned by this Agreement.

There shall be no appeal from an arbitrator's decision if made within the scope of his/her authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the Employer, and either party may seek to enforce the decision in a court of competent jurisdiction.

Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Union. Failure of any Employer representative to respond at any level within the timeline specified shall enable the Union to move to the next level at the grievance procedure within the designated time lines.

"Days" shall be defined as days the Administrative Office is open. Processing of all grievances shall take place after school hours.

The fees and expenses of the arbitrator shall be paid by the party adjudicated to be the losing party.

7. Meeting Guidelines: The presentation and discussion of grievances provided for in this Article shall take place outside of the regular work hours, except during the first step of this procedure which will be held during work hours so long as all persons involved could so meet without interference with their assigned duties. This provision does not apply to an arbitration hearing. Such procedures shall remain confidential unless subject to the Freedom of Information Act or applicable law.

8. Disclosure: Neither the Employer nor the Union shall be permitted to assert in arbitration any grounds or to rely on any evidence not previously disclosed to the other party prior to the arbitration process.

ARTICLE VII - UNION RIGHTS

1. Rights: The Union and its representatives shall have the right to use Employer buildings at reasonable hours for meetings in accordance with the Employer's building use policy.

2. Representatives: Duly authorized representatives of the Union shall be permitted to transact official Union business on Employer property at reasonable times provided that this shall not interfere with or interrupt normal operations. Such representatives who are not District employees shall sign-in/sign-out at the Superintendent's office.

3. Notices: The Union shall have the right to post notices of activities and matters of Union concern on a designated bulletin board which are not disruptive and do not interfere with work of the employees. Union representatives may place Union materials in the employee mailboxes or email after hours.

4. Use of Employer Equipment: Abiding by all District policies, the Union may use the Employer's 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. Leave for Union Business: The Union shall be allowed to use up to four (4) days per year for Union business. Up to three (3) employees per day may use Union business leave. Union business shall not include picketing or organizing any school district or other employer. The Union shall reimburse the district for the employee's wages, including employer's MPSERS contributions on those wages, for such leave days.

ARTICLE VIII - DISCIPLINE OF EMPLOYEES

1. Discipline Defined. Probation and Seniority: After completion of the probationary period, no seniority employee shall be disciplined or discharged for a reason that is not without just cause. The term “discipline” as used in this Agreement includes warnings, reprimands, suspensions without pay, or discharges. Written notification of dismissal, suspension, or other disciplinary action shall be provided to the employee within three (3) days of the discipline meeting.

2. Union Representation: An employee is entitled to have a Union representative during any meeting which will lead 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 employee until such Union representative is present, provided a delay of not more than one (1) working day shall result.

ARTICLE IX - VACANCIES, PROMOTIONS, AND TRANSFERS

1. Vacancy: A vacancy shall be defined as a newly-created position open by resignation, transfer, retirement, or termination that the Board intends to fill. The Board shall determine whether or not to fill a vacancy.

2. Posting Vacancies: All vacancies shall be emailed to all employees. The postings shall be for a minimum period of five (5) workdays. Said posting shall contain the following information:

    2.1. Type of work
    2.2. Location of work
    2.3. Starting Date
    2.4. Rate of pay
    2.5. Hours to be worked
    2.6. Classification
    2.7. Position Qualifications

3. Permanent Vacancies: The Employer declares its intent to give consideration to present employees, including the employee's seniority within a classification, attendance and job performance.

4. Temporary Assignments: Any bargaining unit employee who temporarily assumes the duties of another bargaining unit employee for sixty (60) days or less will be paid the regular rate for those duties. An employee's pay rate shall not be reduced as the result of any temporary changes in duties.

5. Involuntary Transfer: Prior to an involuntary transfer, the Superintendent shall have a conference at least 21 calendar days prior to the start date with the employee as to the rationale for such transfer.

6. Involuntary Transfer/Salary Adjustment: An employee shall not be placed on a lower step/wage due to an involuntary transfer for the first sixty (60) calendar days after the transfer. Thereafter, salary adjustments shall be instituted based on the new classification.

7. Promotion or Transfer: In the event of a promotion in or transfer from one classification to another, the employee shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. If the employee is unable to demonstrate ability, as determined by the Employer, to perform the work required during the trial period, or at

the option of the affected employee, the employee shall be returned to his/her previous assignment. The Employer will be able to use a substitute in the former position.

ARTICLE X - WORKING CONDITIONS

1. Job Description: Job descriptions will include, at a minimum:

    1.1. Job title and description
    1.2. Position qualifications
    1.3. A statement of essential job functions

2. Compensation: The basic compensation of each employee shall be set forth in Appendix "B." There shall be no deviation from said compensation rates during the life of this Agreement. When an employee assumes the duties of Head Cook, they shall be compensated the Head Cook rate of pay within their lane.

3. All hourly employees must use the District electronic clocking system.

4. Overtime: The following conditions shall apply to all overtime worked:
   Time and one-half will be paid for all hours worked over forty (40) hours in one (1) week. Custodial overtime shall be offered on a rotating basis according to seniority. Sunday and holidays will be overtime unless it is part of a regular weekly assignment.

5. Work Schedules: The supervisor of each classified area shall set the daily and weekly schedule. Bus routes are assigned by the transportation supervisor, as are field trips, subject to the provisions of Article XVI. No overtime is permitted without the prior approval of the Superintendent.

6. Work Breaks and Lunch: One fifteen (15) minute relief period may be taken for each consecutive four (4) full hours worked subject to supervisor's approval as to the time of such breaks. Employees working over four (4) hours per shift are entitled to an unpaid, duty-free 30 minute lunch break. Employees opting out of a 30 minutes unpaid lunch break shall have a signed district opt out form on file with Human Resources.

7. Emergency Call-Off: The recommended minimum call-off (phone call or text) for emergency situations shall be two (2) hours whenever possible, unless waived in writing by the immediate supervisor to the central office.

8. Discipline of Students: The Employer shall assist employees with respect to the maintenance of control and discipline of students in the employees assigned work area based on Board policy and administrative guidelines.

9. Emergency Closing: Full year employees who cannot report may take a personal or vacation day. All hourly employees will be paid their regular hourly rate and schedule for days the district is closed due to emergencies up to the number of days as required by the Michigan State Aid Act. Full year, hourly employees who work on days which school is closed for emergencies, shall be paid for scheduled hours.

   No employee shall lose compensation as the result of a delayed start of a school day.

   Only the Superintendent shall determine if employees report, or, if they shall be sent home early.

10. In the event of a district-wide closure (including but not limited to inclement weather or facility emergencies) any employee who is already on a pre-approved leave of absence - including preplanned Sick, Personal, or Vacation time - will have their leave processed as originally requested. The closure of the district does not result in the reinstatement of leave hours or “comp time” for employees already scheduled to be off-duty.

ARTICLE XI - VACATIONS AND HOLIDAYS

1. Vacation Credit: A full-time employee must be employed full-time for a full-year (consecutive period) of twelve (12) months to accumulate vacation credit. After one year, an employee is entitled to one week's vacation with pay; after two (2) years, two (2) weeks' vacation with pay; after four (4) years, three (3) weeks' vacation with pay; and after six (6) years, four (4) weeks of vacation. Vacation credit will be established on July 1 each year. For the purposes of implementing this section, the NBEPA and NBAS agree to continue to use the spring vacation selection period, i.e., allowing the most senior employees to select first. In addition, an employee who will receive an anniversary year which grants more vacation credit, vacation can be requested beginning the anniversary date for the first two years. Beginning year three (3), vacation credits will be granted effective July 1- June 30: Vacation time is not cumulative, and persons terminating their employment for any reason shall not be compensated for unused vacation time. This is not paid released time. The employee will be compensated per the above during regularly scheduled non-work time.

   Vacation time must be requested in advance to the supervisor. Final approval for vacation time rests with the supervisor. The Supervisor is not required to grant vacation leave to more than one employee per classification at any given time. In the event an employee is or has been on an unpaid leave of absence, vacations shall be prorated.

   Vacation is to be used on non-instructional days unless approved by the supervisor with the exception of operations.

2. Holiday Pay / Probationary Period: No employee shall receive paid holiday benefits until they complete the probationary requirements in Article II, Section C.

3. Paid Holidays: Employees, other than those in a probationary period, shall be granted paid holidays as indicated below, provided that school is not scheduled for students on that day. Employees regularly scheduled on Sundays will receive holiday pay for Easter Sunday. Employees shall be paid holiday pay based on the district's scheduled hours. An employee qualified to receive holiday pay must be present for work the full shift on the workday preceding the holiday and for their full shift on the workday after the holiday, except when an absence is approved by the superintendent. Holidays that occur during a vacation period for 52-week employees will be paid holidays.

3.1. Full-Year Assignments: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day.

3.2. School-Year Assignments: Presidents' Day, Memorial Day, Labor Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, and New Year's Day.

In the event school is in session on Presidents' Day, either an alternative paid holiday will be determined or bargaining unit members shall receive holiday pay in addition to regular pay for that day.

ARTICLE XII - LEAVES

1. Paid Leaves

For purposes of this contract, a day is considered to be the district's schedule of daily hours.

Sick and Funeral Leave:

1.1. Sick Leave: Sick leave may be used only for personal illness in the immediate family (mother, father, spouse, life partner, children, relatives living in the same household, grandparents, or grandchildren). The employee must notify his/her supervisor when the employee is going to be absent as early as possible before the absence. Employees will be allowed paid sick leave in accordance with law - including Michigan Earned Sick Time Act ("ESTA"). Sick leave may be used for any reason as stated in the ESTA.

1.2. Funeral Leave: Employees will be granted up to five (5) days bereavement absence due to death in the immediate family. Immediate family shall be defined as spouse, life partner, mother, father, children, siblings, and relatives living in the same household. Employees will be granted up to two (2) days bereavement absence (with the option of using 3 additional personal/vacation/sick days) due to death of an extended family member. Other funeral leave shall be granted with permission of the supervisor and Human Resources. These days will come from accumulated sick leave, personal leave, or will be unpaid.

1.3. Sick Leave and Funeral Leave Form: The employee shall submit an electronic request indicating the reason for taking his/her sick days. Sick days and hours will be rounded to the nearest tenth to coincide with computer record keeping.

1.4. Number of Days Available:

1.4.1. New Employee Credit: New employees will earn one (1) day per month, beginning with the first day of the month. New employees could then use an earned day on or after the first of the next month. An employee hired after the beginning of the year who works six or more months in the preceding year, would be given their days on July 1.

1.4.2. Full-Year Assignments: After 12 consecutive months granted on July 1, fourteen (14) days/year accumulative to one hundred fifty (150) days maximum.

1.4.3. All School-Year Assignments: After 10 consecutive months granted on September 1 of each year, twelve (12) days/year, accumulative to one hundred fifty (150) days maximum.

1.4.4. Compensation, Accumulated Sick Leave, Retirement: Employees retiring after ten (10) or more years of service at New Buffalo Area Schools, shall receive $50 per day of accumulated sick leave to a maximum of 150 days accumulated. All support staff assigned for the school year must notify the District at least 30 days prior to their scheduled report date if they intend to retire, in order to qualify for the sick day buyback benefit.

1.4.5. Employees who have accumulated one hundred (100) days of sick leave may submit a written request to the Superintendent between May 15 and May 30 to sell back any surplus over one hundred days (100) at the rate of fifty dollars ($50) per day, a maximum of twelve (12) days. After HR validation, the District will payout by the last pay period in June. Employees may opt to have the funds deposited into a retirement account.

1.4.6. Employees who are on an approved leave of absence shall have their sick day accruals updated and reflected in their sick day bank upon their return to active work.

1.5. Personal Illness (Incapacity to Work): Doctor verification of illness shall be required by the Board for any illness lasting five (5) consecutive working days or more, or whenever misuse/abuse is suspected.

1.6. Workers Compensation: If an employee is released from work by a physician due to a work-related injury or health condition, he or she shall immediately, in writing, choose one of the following:

1.6.1. The employee may agree to terminate sick pay pending a determination of their eligibility for workers' compensation benefits. If the employee is determined to <u>not</u> be eligible, he or she may use accrued sick leave benefits and will be compensated accordingly in the next scheduled pay period.

1.6.2. The employee may choose to use accrued sick days pending a determination of the employee's eligibility for workers compensation benefits. If the employee is eligible for worker's compensation, he or she will have to repay the district all compensation received and the sick days would be restored.

2. Personal Days: Employees may use three (3) sick days for personal business days per year from sick leave benefits.

2.1. Use of Personal Business Day: A personal business day may be used at the discretion of the employee except that personal business days shall not be used the day prior to or the day following a vacation period or holiday, except with permission of the superintendent or the superintendent's designee. In addition, no more than two (2) people in a department will be granted personal leave on the same day, if school is in session. Written notification of a business leave request shall be submitted to the supervisor using the form prepared by the district five (5) days in advance of the intended absence.

2.2. Written Notification: Notification of a business leave request shall be submitted to the supervisor using the form prepared by the school in advance of the intended absence, except in an emergency.

2.3. Approval: All leaves granted for personal business shall be subject to approval for approval by the supervisor and superintendent prior to being granted.

3. Jury Duty: The Board will release employees who are called to jury duty during regularly assigned work times without loss of compensation. An employee is expected to report for regular school duty when temporarily or permanently excused from attendance at court. Jury fees will be turned over to the District except mileage reimbursement paid by the Court for such service without loss of business, professional, or sick leave days. The court letter requesting jury duty will be submitted to Human Resources for the employee's file.

4. Unpaid Leaves:

4.1. Written Authorization: A leave of absence is a written authorized absence from work for not more than one (1) year at a time and without pay. A leave shall be granted, denied, or extended at the sole discretion of the Superintendent upon written request for such leave by the employee who shall state the reason for the leave upon the application.

4.2. Extensions: Any request for extensions shall be submitted in writing to the Superintendent prior to the expiration of the time requested.

4.3. Due to Illness: Leaves requested due to illness must be accompanied by a physician's certificate that the employee is unable to perform the essential functions of his/her position and the reason(s) therefore. Physicians' statements shall be by a medical doctor (M.D.), nurse practitioner (N.P.), or a doctor of osteopathy (D.O.). The Employer shall have the right to independent medical verification (at the Employer's expense) before the employee is permitted to return to work or may allow verification from the employee's physician. Renewal of leave shall be at the discretion of the Employer.

4.4. Security: An employee on an unpaid leave shall neither gain nor lose seniority.

4.5. Returning to Work: An employee returning from leave of absence shall be placed at the experience (pay) level appropriate to their seniority.

4.6. Military Leave: Military and National Guard leave shall be granted in accordance with state and federal law.

4.7. Filling the Position on a Temporary Basis: Positions held by an employee on an unpaid leave shall be filled on a temporary basis at the Employer's discretion.

4.8. Reinstatement: Employees returning from an unpaid leave shall be reinstated to the same position and classification held when the leave began subject to the layoff and recall provisions.

5. Family and Medical Leave Act: Pursuant to the Family and Medical Leave Act of 1993 as amended, the Employer shall abide by the provisions of the Act and shall provide leave for situations stated in NBAS Board Policies. Paid leave shall run concurrent with FMLA. To the extent allowable by law, FMLA leave shall be calculated on an annual basis.

6. Postings: The job of an employee will be posted for bidding when the employee has been on a paid or unpaid leave for twelve (12) consecutive weeks. An employee returning from leave after twelve (12) weeks will be returned to his/her prior job, if it remains in existence, and the employee who is displaced shall be allowed to bump a less senior employee within the classification.

ARTICLE XIII - EMPLOYEE EVALUATION

1. Each classified position has a job description, and each employee is given a copy upon beginning employment. Employees shall be evaluated not less than annually during the first two (2) years of employment. If an employee received an overall rating of Effective for three consecutive years, the employer at its discretion may skip one year and that employee shall be considered Effective for purposes of the Performance Bonus. As long as the employee remains Effective, the employee may be evaluated biennially.

2. Performance Bonus is a discretionary payment awarded to an employee in recognition of exceptional job performance, achievement of specific goals, or contribution to the success of the organization.

    2.1. Eligibility: Only employees classified as regular scheduled, full-time and part-time staff are eligible for a performance bonus, unless otherwise specified. Temporary, substitute, and seasonal employees are not eligible for performance bonuses.

    2.2. Discretion of Criteria: The amount and timing of any performance bonus shall be determined at the sole discretion of the superintendent.

    2.3. Non-Guarantee: Performance bonuses are not guaranteed and do not constitute part of base salary, benefits, or compensation for any purpose. They may be granted in addition to, or in lieu of, other incentives at the Employer's discretion.

3. Written Final Evaluation: All evaluations shall be reduced to writing and a copy given to the employee within ten (10) days of the completion of the final evaluation. If the employee disagrees with the evaluation, employee may submit a written response which shall be attached to the file copy of the evaluation in question within ten (10) days of being provided a copy of the evaluation. If the supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms. A "Plan of Improvement" shall be provided.

4. Signatures: Following each formal evaluation, which shall include a conference conducted in a private space with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that the employee necessarily agrees with the contents of the evaluation. All written evaluations are to be placed in the employee's personnel file. At the completion of the probationary period, an evaluation of the employee's work shall be completed following the procedures of this provision.

5. Non-Renewal: In the event a non-probationary employee is not continued in employment, the Employer shall advise the employee of the specific reasons for therefor in writing.

ARTICLE XIV - LAYOFF AND RECALL

1. Layoff: Layoff shall be defined as reduction in the hours, and/or positions of bargaining unit members.

2. Compensation and Benefits: If the Employer determines to lay off employees, it shall have the right to eliminate positions and/or reduce working hours. Compensation and fringe benefits shall be suspended during any period of layoff. Employees shall be provided a twenty-one (21) calendar day notification of the intent to layoff absent extenuating circumstances.

3. Order of Layoff: Employees shall be laid off within a classification in the following order provided there are more senior qualified employees in the classification.

    3.1. Probationary employees.

    3.2. Employees shall be laid off and recalled according to their seniority in classification. An employee on scheduled layoff shall have the right to displace a lessor seniority in person in the same classification or use their accrued seniority in another classification to displace a less senior employee in that classification.

4. Recall from Layoff, Seniority: The most senior employee in the classification shall be recalled first, provided that the employee is qualified to perform the duties of the posted position to be filled. If the employee shall fail to report for work within five (5) days from the date of receipt of the notice of recall sent via registered mail or personal service, unless an extension is granted in writing by the Employer, the employee shall be considered a voluntary quit and shall automatically terminate his employment relationship with the Employer. The obligation of the Employer to recall a laid off employee shall terminate one (1) year following layoff. New employees in the classification group shall not be hired while there are laid off employees for vacancy or a newly created position.

5. Seniority, COBRA: Employer paid insurance benefits shall continue until the end of the month during which layoff occurred. Employees on layoff may continue insurance benefits consistent with COBRA.

6. Change of Address: It shall be the responsibility of each employee to notify the Employer of any change of address, email, or phone number. The address, as it appears on the Employer's record, shall be conclusive.

7. Substitute Priority Status: A laid off employee shall, upon application and at his/her option, be granted priority status to substitute according to his/her seniority.

8. Declining Recall: An employee who declines recall to an equivalent position as to pay, hours and benefits previously worked shall forfeit seniority rights. If an employee is recalled to a position with a lower rate of pay or fewer hours, the employee may accept the position without loss of recall rights to their former classification provided it still exists.

ARTICLE XV - MISCELLANEOUS

1. Invalid Provisions: If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. If any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions to the extent that such negotiations are permitted by law or state regulations.

2. Agreement Supersedes Prior Agreement and Past Practices: There are not understandings, agreements, or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. It is understood that any amendments to this Agreement must be in writing and mutually acceptable to each party.

3. Sole Source of Rights and Claims: It is the intent of the parties that the provisions of this Agreement will supersede all prior arrangements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted. This Agreement shall supersede rules or regulations of the Board, Union or employees which are inconsistent with our contrary to its specific terms.

4. Negotiating Teams: Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with necessary power and authority to make proposals and consider proposals. Digital copies of this Agreement shall be available at the expense of the employer within thirty (30) days after the execution of this Agreement and presented to employees.

5. Alcohol and Drug Policy: In an effort to improve safety and health, including elimination of the presence and influence of illegal substances and alcohol from the workplace, the parties hereto agree to the drug and alcohol testing program as set forth in Appendix “C” of this Agreement.

6. Maintain Current Address: All employees are expected to maintain a current address, email, and phone number (if available) with the Business Office.

7. Reimbursement: The district shall reimburse the cost of fingerprinting, required training, and certification annually for an employee. This includes any employee who is not classified as an EMT but is qualified as an EMT and performs EMT duties for the district.

8. Professional Development: Food Service - Training and professional development are essential for employees and required by law. These annual training requirements are called Professional Standards. Throughout the year, all employees may be required to attend mandatory training. Employees will be given advance notice and paid for the training.

   In August, all food service employees are required to attend the Back-to-School Workshop.

Manager:	10 hours
Employees 20 or more hours per week:	6 hours
Employees less than 20 hours per week:	4 hours

ARTICLE XVI - STRIKES AND LOCKOUTS

1. Principal of Appropriate and Peaceful Means: The Employer and the Union subscribe to the principle that differences should be resolved by appropriate and peaceful means, in keeping with the highest standards of the profession, without interruption of the school program.

2. Union Commitment: Accordingly, the Union and/or its members agree that, during the term of this Agreement, it or they shall not direct, instigate, participate in, encourage or support any strike against the employer by any member or group of members.

3. Employer Commitment: Also, the employer agrees that, during the terms of this Agreement, it shall not direct, instigate, participate in or support any lockout against the Union by the Employer.

ARTICLE XVII - BUS DRIVERS

1. Annual Bid Meeting: A bid meeting shall be scheduled at least one (1) week prior to the start of any scheduled route, including school routes, off-campus routes, and sports routes. During the week before the bid meeting, drivers will be notified of the bus/van routes, included in each assignment and the established time for each. At the meeting, all known bus/van routes shall be posted, including the length and estimated time - those routes will be up for bid on a rotating basis starting off with seniority. Bus Drivers shall choose one bus route (Route is defined as pick up and drop off round trips). Routes will only be split for bid, as a last resort.

    1.1. Attendance at the bid meeting shall be mandatory unless emergency absence is approved by the Transportation Director.

2. Physical Examination: All drivers must pass required physical examinations. Physical examinations shall be given by a school-designated physician and the employee shall be reimbursed for the cost of the physical after 90 days of employment. As per the Board Policy, all drivers under this section are subject to random drug testing.

3. Certification and Training: Drivers must satisfy all certification and training requirements adopted by the State of Michigan and the Employer. The Employer shall reimburse a bus driver for his/her initial CDL license after the satisfactory completion of the probationary period and for subsequent renewals. However, if a driver is separated from employment within the lifetime of the license, vehicle group designation, or vehicle endorsement, for any reason except retirement or layoff, the driver shall have deducted from his/her final paycheck a pro rata share of the cost of the license, group designation, and/or endorsement based upon the number of years on said license, group designation, or endorsement.

4. Exclusion from Fleet Insurance, Dismissal: Exclusion from coverage on the Employer's fleet insurance policy shall be grounds for immediate dismissal.

5. Canceled Route, Shuttle, or Trip: If a driver reports to drive a trip and it is canceled without giving the driver prior notice (prior to arrival on campus), the driver shall receive two (2) hours pay at his/her driving time rate, provided the driver was not previously notified of the cancellation.

    On school days, if a driver loses their regular run because of reporting to drive a trip that is canceled without prior notice, the driver will be compensated their regular pay lost on

the regular run that the employee would have driven and will not receive pay for the canceled trip.

If a driver reports to drive a regularly scheduled route and it is canceled without giving at least one-half hour (30 minutes) notification (before pre-trip begins), the driver shall receive the regular pay of the route the employee would have driven.

6. Compensation, Bus Breakdown: The Employer shall pay the driver his/her driving time rate if the driver has to stay with the bus when it breaks down.

7. Extra Trips: Extra trips shall be offered to the most senior driver on a rotating basis. However, drivers may "trade" trips if both drivers and their supervisor agree. Drivers may be temporarily disqualified from extra trip eligibility for disciplinary reasons.

    7.1. Once drivers accept trips, they cannot put it back without three (3) school days' notice of the trip unless an emergency exists, provided they had at least four (4) days' notice of the trip.

8. Pre and Post Inspections: Drivers are required to perform routine vehicle inspections as directed by the Supervisor. Failure to perform these inspections will be considered a serious safety violation and can result in disciplinary action. Compensation for these inspections is included in the driver's route rate.

9. Bus/Van Cleaning: Drivers are required to clean their vehicle. Drivers shall be compensated up to one (1) hour each week at their regular hourly rate for cleaning the interior and exterior of their bus/van. The supervisor may request additional compensated cleaning of vehicles at their discretion.

10. December 15 - March 1: Route time may also be adjusted due to road construction, weather, or other factors affecting route time.

11. Posting of Routes: Regular routes will be posted (when vacated after the bid meeting) and offered to the most senior driver making application.

12. Compensation, Meeting: Bus drivers shall be paid at the regular driving rate per Appendix B for all in-services and meetings. Bus drivers shall be paid at least one hour for required meetings including the annual bid meeting and fall, winter, and spring sports assignment meetings. Bus drivers will be paid actual time at the driving time rate for required drug or alcohol testing activities, if they extend beyond normal work time.

13. Employees who operate district vehicles shall be paid based on the type of vehicle they drive: they will be paid the van rate if driving a van and the bus rate if driving a bus.

ARTICLE XVIII - DURATION

This agreement shall become effective as of this 1st day of July, 2026, and the terms and provisions thereof shall remain in full force and effective through the 30th of June, 2029. It is understood and agreed that the parties shall begin negotiations not less than sixty (60) days prior to the end of this Agreement or at a mutually agreed upon time.

Upon expiration of this Agreement, there shall be no wage increase or longevity increase until a successor agreement is ratified.

Board of Education New Buffalo Area Schools President: Denise Churchill	New Buffalo Education Personnel Association President: Darla Bowen
Vice President: Stephen Donnelly	Superintendent of Schools: Adam Bowen

Approved by the New Buffalo Area Schools Board of Education: May 11, 2026.

APPENDIX "A" - INSURANCE

1. Consortium Insurance Participation: The District and the Association acknowledge that the District has elected to participate in the Berrien County Insurance Consortium ("Consortium"), established by the initial participating districts of Brandywine Community Schools, Bridgman Public Schools, Buchanan Community Schools, Eau Claire Public Schools, New Buffalo Area Schools, River Valley School District, and Watervliet Public Schools. The Consortium is organized for the purpose of providing high-quality, cost-effective health care products and services to employees through the health insurance carrier MESSA.

2. Provision of Insurance Benefits Through the Consortium:
   2.1. The District and the Association acknowledge that all employee insurance benefits - including medical, dental, vision, life, and long-term disability - shall be made available to eligible bargaining unit members exclusively through the District's participation in the Consortium.

   2.2. Benefit plans, insurance products, policy specifications, and coverage levels made available through the Consortium.

   2.3. The parties recognize that alternative or modified plan options may subsequently be offered by the same carrier selected by the Consortium. Such options may be made available to bargaining unit members consistent with Consortium offerings.

3. Bargaining Acknowledgements:
   3.1. The parties acknowledge that insurance benefits, plan specifications, and coverage provisions are mandatory subjects of bargaining under the Michigan Public Employment Relations Act (PERA), and that premium allocation is subject to the Publicly Funded Health Insurance Contribution Act (PA 152).

   3.2. For the period January 1, 2026 through December 31, 2028, the District and the Association voluntarily waive their respective bargaining rights under PERA related to the duration, procurement, and maintenance of medical and ancillary insurance plans accessed through the Consortium.

   This waiver is strictly limited to the negotiation of:

   3.3. medical insurance plans,

   3.4. dental insurance,

3.5. vision insurance,

3.6. life insurance, and

3.7. long-term disability insurance

3.8. The parties agree that their designation of specific insurance products and plans through the Consortium satisfies their mutual obligation to bargain over those products, specifications, and coverages for the duration of the commitment. Neither party shall be required to bargain over those matters during this period.

4. Premium Contributions: Nothing in this Article shall waive or diminish the right or obligation of the District and the Association to negotiate allocation of premium responsibility for plans in which employees are dependents are enrolled, subject to PA 152 and all other applicable state and federal laws regulating employer medical benefit contributions.

5. Eligibility: Only full-time employees, defined as employees working 30 or more hours per week, are eligible for District-provided insurance benefits. Part-time employees working fewer than 30 hours per week are not eligible for District-provided insurance benefits or cash-in-lieu stipends.

6. Open Enrollment: Open Enrollment for Consortium insurance plans should occur annually between November 1 and November 20, with plan changes taking effect on January 1.

7. Dissolution or Withdrawal: Should the Consortium dissolve, cease to operate, or should the District exit Consortium participation, the most recently available medical and ancillary benefit options offered through the Consortium shall remain in effect until renegotiated between the District and the Association.

8. Dispute Resolution: Disputes regarding interpretation, application, or implementation of this Article shall be subject to the grievance procedure of the collective bargaining agreement in effect at the time of the dispute.

9. Duration: The provisions of this Article shall remain in force through December 31, 2028, notwithstanding the expiration of this or any successor collective bargaining agreement, except where renegotiated by mutual agreement.

10. PAK or Insurance Opt-Out Cash in Lieu:

10.1. PAK B: Employees working 30 or more hours per week are eligible for PAK B insurance, which includes dental and vision coverage, Long-Term Disability (LTD), and Life Insurance. Employees electing PAK B shall receive a PAK B Cash in Lieu Stipend, provided the PAK B Open Enrollment form, the Opt-Out form and proof of outside health insurance are completed and on file in the Business office by the Open Enrollment deadline.

10.2. OPT-OUT: Employees working 30 or more hours per week who choose to opt out of all insurance shall receive an Opt-Out Cash in Lieu Stipend, provided the District-provided Opt-Out form is completed and proof of outside health insurance are on file in the Business Office by the Open Enrollment deadline. Employees covered under any NBAS insurance plan are not eligible for Opt-Out Cash in Lieu Stipend option.

10.3. Payment for either the PAK B Cash in Lieu Stipend or the Opt-Out Cash in Lieu Stipend will be distributed through the employee's payroll schedule beginning in January of each calendar year.

10.4. Employees who are hired after the start of the calendar year and are otherwise eligible for the PAK B Cash in Lieu Stipend or the Opt-Out Cash in Lieu Stipend shall receive the stipend on a prorated basis, calculated from the employee's effective date of eligibility through the remainder of the calendar year. Prorated payments shall be distributed through the regular payroll schedule following the employee's eligibility date.

10.5. In the event an employee's employment ends for any reason, including resignation, retirement, or termination, eligibility for and payment of the PAK B Cash in Lieu Stipend and/or the Opt-Out Cash in Lieu Stipend shall cease as of the employee's last day of employment. No further cash in lieu payments shall be made after the effective date of separation, and no additional or prorated payments shall be owed unless otherwise required by law.

Appendix "B" Wages

New Buffalo Schools
Support Staff Wage Scale

Support Pay Schedule 26-29

	Year 1	Year 2	Year 3	FOUR YR +		
				26-27	27-28	28-29
Admin Assitant/Custodian/Tech Aide/Daycare Specialist	22.00	22.65	23.35	25.85	27.40	29.05
Title Par/Restorative Para/Daycare Lead	19.00	19.55	20.10	21.00	22.20	23.45
Special Ed Aid/Inst Aid/Base Lead	18.00	18.55	19.10	20.00	21.20	22.45
Noon Hour Aide/Rec Aide/Base Aid/Daycare Assistant	17.00	17.50	18.00	18.80	19.95	21.15
Mechanic/Maintenance	28.00	28.85	29.70	33.40	35.40	37.50
Head Cook	20.00	20.60	21.20	23.25	24.65	26.15
Kitchen Worker	18.00	18.55	19.10	20.00	21.20	22.45

Transportation:

	26-27	27-28	28-29
Bus Assignment per Run	47.15	48.55	50.00
Van Assignment per Run	34.35	35.40	36.45

	Year 1	Year 2	Year 3	FOUR YR +		
				26-27	27-28	28-29
Extra Trips, Meetings & Vehicle Cleaning	21.25	21.90	22.55	25.15	25.90	26.70

Longevity Payment:

Each bargaining unit employee will receive a longevity payment the first payroll in September as provided below if the employee has worked at least five (5) years as of 7/01/26 and provided that the employee reports for work on his/her first scheduled work day of each school year.

5 through 9 years:	$ 750
10 through 14 years:	$ 1,500
15 through 19 years:	$ 2,000
20+ years:	$ 2,500

Cash In Lieu

Cash in Lieu will be paid bimonthly, on the same pay schedule as the bargaining unit assignment regular wages are paid. Bargaining unit employee, in order to qualify for the "**No Insurance**" Cash In Lieu, shall submit Opt-Out Form by the open enrollment deadline and Proof of health insurance coverage which can include a member health insurance ID card, a Certificate of Coverage (COC) , Evidence of Coverage (EOC) document. There will be no exceptions to the proof of insurance.

PakB	No Insurance
$ 2,000.00	$ 3,000.00