Charlevoix Public Schools

Learning Success for All

Master Contract

The Charlevoix Board of Education

and

Charlevoix Educational Support Professionals Association,

Northern Michigan Education Association

Michigan Education Association, NEA

September 1, 2025 - August 31, 2028

Table of Contents

MICHIGAN EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION	3
PREAMBLE	3
ARTICLE I---RECOGNITION	3
ARTICLE II---EMPLOYER RIGHTS	4
ARTICLE III---EQUAL EMPLOYMENT OPPORTUNITY	4
ARTICLE IV---MAINTENANCE OF STANDARDS	4
ARTICLE V---PAYROLL DEDUCTION	5
ARTICLE VI---JOINT BOARD AND NMEA MEETINGS	5
ARTICLE VII---GRIEVANCE PROCEDURE	5-7
ARTICLE VII---HOURS OF WORK	7-9
ARTICLE IX---COMPENSATION	9-10
ARTICLE X---WORKLOAD AND ASSIGNMENTS	10-11
ARTICLE XI---SENIORITY	11
ARTICLE XII---VACANCIES, TRANSFER AND PROMOTIONS	11-12
ARTICLE XIII---STAFF REDUCTION	12-13
ARTICLE XIV---PAID LEAVES	14-15
ARTICLE XV---INCLEMENT CONDITIONS	16
ARTICLE XVI---JURY DUTY	16
ARTICLE XVII---LEAVE POLICY	17
ARTICLE XVIII---RETIREMENT	17
ARTICLE XIX---HOLIDAYS	18
ARTICLE XX---VACATION DAYS	18-19
ARTICLE XXI---BARGAINING UNIT MEMBER SELF-IMPROVEMENT	19-20
ARTICLE XXII---PERSONNEL FILES AND EMPLOYEE COMPETENCE	20-21
ARTICLE XXIII---BARGAINING UNIT MEMBER PROTECTION	22-23
ARTICLE XXV---INSURANCE PROTECTION	24-25
ARTICLE XXV--- INFORMATION	25
ARTICLE XXVI---ASSOCIATION ACTIVITIES	25-26
ARTICLE XXVII---GENERAL	26-27
ARTICLE XXVIII---PRINTING OF AGREEMENT	27
ARTICLE XXIX---SPECIAL EDUCATION	27-28
ARTICLE XXX---NEGOTIATIONS PROCEDURES	28
GRIEVANCE REPORT FORM	29-31
WAGE SCHEDULE	32-34
SIGNATURE PAGE	35

MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

PREAMBLE

This Agreement is entered into effective October 20, 2025 by and between the Charlevoix Board of Education, the city of Charlevoix Michigan, hereinafter called the "Board", and the Northern Michigan Education Association, hereinafter called the "Association" through its local affiliate, the Charlevoix ESP. The signatories shall be the sole parties to this Agreement.

WHEREAS, The Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Association as the representative of its Bargaining Unit Members with respect to hours, wages, terms and conditions of employment, and

WHEREAS, The parties have reached certain understandings which they desire to confirm in this agreement:

THEREFORE, In consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE I---RECOGNITION

A. The Board hereby recognized The Northern Michigan Education Association as the sole and exclusive bargaining representative of all employees whose work is designated as custodial, maintenance, culinary, secretarial/clerical and assistants, whether under contract, either verbal or written, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created positions which are not principally supervisory and administrative. It is further agreed that the following positions are excluded; per diem substitutes, bookkeepers, superintendent's secretary and all other employees. The Board agrees not to negotiate with or recognize any organization other than the NMEA for the duration of this Agreement.

B. All personnel represented by the NMEA in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Bargaining Unit Members".

ARTICLE II---EMPLOYER RIGHTS

A. The Employer retains and reserves unto itself all powers, rights, and authority, duties and responsibilities conferred upon and vested by law, including by way of illustration and not by way of limitation, the following:

1. The supervision, direction, and control of the management and administration of the school system, its properties, and facilities.

2. The right to hire all employees, determine their qualifications, evaluate their

performance, to discharge, demote or otherwise discipline employees and to assign and transfer employees.

3. The right to determine the size of the workforce, positions of employment and job descriptions and whether to expand or reduce the work force and/or create, eliminate or modify positions of employment;

4. The right to establish, continue or revise personnel policies and/or rules and regulations regarding the conduct of employees in the workplace and the manner and method of performing work.

5. The right to establish, modify, change or cancel any work, business or school schedules, hours or days;

6. The right to determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation of closing of offices, departments, divisions, or subdivisions, buildings or other facilities.

7. The right to determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

B. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof shall be the exclusive prerogative of the Board, except as otherwise limited by express provision of this agreement.

ARTICLE III---EQUAL EMPLOYMENT OPPORTUNITY

No person or persons shall be discriminated against on the basis of race, sex, creed, color, national origin, marital status, or membership in, or association with the activities of the Association. The parties will continue to work together to assure equal employment opportunities to all.

ARTICLE IV---MAINTENANCE OF STANDARDS

All conditions of employment, including working hours, extra compensation for duties outside regular working hours, relief periods, leaves and general working conditions shall be maintained at no less than the highest minimum standards in effect in the District at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of Bargaining Unit Members as required by express provisions of this Agreement.
This Agreement shall not be interpreted or applied to deprive Bargaining Unit Members of advantages heretofore enjoyed, unless expressly stated herein.

ARTICLE V---PAYROLL DEDUCTION

A. The Board shall deduct from the pay of each Bargaining Unit Member from whom it receives authorization to do so and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Board and the Association.

B. The Board and Association recognize the importance of each Bargaining Unit Member pursuing an active savings program to provide for a safe retirement plan. Therefore, the Board agrees to establish a qualified, tax sheltered annuity or custodial account plan for the exclusive benefit of all bargaining unit employees of Charlevoix Public Schools and their beneficiaries. The plan shall be effective January 1, 2009.

The Board and the Association shall concur on the investment vehicles to be included in the plan. The Board reserves the right to designate a person other than the employer as the administrator. At a minimum, MEA Financial Services shall be offered as an investment vehicle.

ARTICLE VI---JOINT BOARD AND NMEA MEETINGS

Both parties recognize the value of sharing, discussing and providing opportunities for resolving problems. Representatives of the Board and the Association may meet, for the purpose of discussing grievances, Board policies and practices, and problems in regard to this Agreement.

ARTICLE VII---GRIEVANCE PROCEDURE

A. A claim by a Bargaining Unit Member, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order, policy, or regulation of the Board, may be processed as a grievance as hereinafter provided.

B. Informal – Level 1. The grievance must be discussed with the immediate supervisor within ten (10) days of the alleged violation, misinterpretation or misapplication; or within ten (10) days of when the aggrieved had knowledge thereof. Immediate supervisor is: building principal for cooks, assistants, secretaries and custodians and the Superintendent for maintenance and Central Office staff.

C. Formal – Level I. If no resolution is obtained within five (5) days of the discussion the grievance shall be reduced to writing within five (5) days and submitted to the immediate supervisor no later than five (5) days following discussion. If the grievance involves more than one work location it may be filed with the Superintendent at Formal Level II. The immediate supervisor shall meet with the grievant within five (5) days of receiving the grievance in an effort to resolve the grievance. The immediate supervisor will give a written response to the union and the grievant within five (5) days of the meeting.

D. Formal – Level II. Superintendent. If the immediate supervisor's response is unsatisfactory or if no response is given, the grievance shall be appealed to the Superintendent within ten (10) days of the informal meeting held with the immediate supervisor. The Superintendent shall meet with the grievant within five (5) days of receiving the grievance in an effort to resolve the grievance. The Superintendent will give a written response to the union and the grievant within five (5) days of the meeting.

E. Formal – Level III. Board of Education. If the Superintendent's response is unsatisfactory, or if no response is given, the grievance shall be appealed to the Board of Education within ten (10) days of the meeting with the superintendent. The Board of Education will meet with the grievant at their next regularly scheduled board meeting in an effort to resolve the grievance. However, the parties agree that the board shall have a minimum of five (5) working days notice for such hearing. Otherwise, the hearing will be scheduled for the following regularly scheduled board meeting. The Board of Education will give a written response to the union and the grievant within five (5) days of the meeting.

F. If the Association is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration. If the parties cannot agree as to the arbitrator, within five (5) working days from the notification that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the Award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

G. The fees and expenses of the arbitrator shall be shared equally by the parties.

H. If any Bargaining Unit Member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any Bargaining Unit Member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.

I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

J. Notwithstanding the expiration of this Agreement, any claim, or grievance arising hereunder, may be processed through the grievance procedure until resolution.

K. For the purpose of assisting a Bargaining Unit Member, or the Association, in the prosecution or defense of any contractual, administrative or legal proceeding, including, but not limited to grievances, the Board will permit a Bargaining Unit Member and/or the Association representative access to, and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Board which pertain to the Bargaining Unit member, or any issue in the proceeding in question. Confidential letters or reference secured from sources outside the school system shall be excluded from inspection.

L. A Bargaining Unit member, who must be involved in the grievance procedure during the work day, shall be excused with pay for that purpose.

M. If a grievance arises from the action of an authority higher than the immediate supervisor of the Bargaining Unit Member, the Association may present such grievance at the appropriate step of the grievance procedure.

N. For the purpose of Article VII, the term day(s) will refer to a day the school is open or Monday through Friday during summer break. Weekends and holidays are not counted.

ARTICLE VIII---HOURS OF WORK

A. The Custodial normal work day will be eight (8) hours, 7 A.M. to 3 P.M. or 3 P.M. to 11 P.M., Monday through Friday, with a paid twenty (20) minute lunch period. Custodians on the 3:00 P.M. to 11:00 P.M. shift shall be allowed to work the 7:00 A.M. to 3:00 P.M. shift on days when school is not in session. On days when athletic events or other school functions are held in the evening when school is not in session, a custodian may be required to work the 3:00 P.M. to 11:00 P.M. shift instead of the 7:00 A.M. to 3:00 P.M. shift. Such assignment shall be on rotation by seniority and the custodian shall receive an additional $2.00 per hour for the shift.

B. The Maintenance normal work day will be eight (8) hours, per day, 7 A.M. to 3 P.M., Monday through Friday, with a paid twenty (20) minute lunch period.

C. The Culinary normal work day will be eight (8) hours scheduled between 6 A.M. and 5 P.M. because of fluctuation of hours. Part-time Culinary bargaining unit members will work six (6) hours per day.

D. The normal Secretary and Clerical normal work day will be eight (8) hours; between 7:00 A.M. and 5:00 P.M., Monday through Friday with an uninterrupted thirty (30) minute lunch period.

E. The Assistants normal work day will be seven (7) hours per day Monday through Friday with an uninterrupted thirty (30) minute lunch period for those working three (3) consecutive hours or more per day.

F. Fifty-two (52) weeks will constitute the work year for Maintenance and Custodial Bargaining Unit Members. Thirty-six (36) weeks will constitute the normal work year for Culinary employees and Assistants. The normal work year for Secretaries shall be thirty-nine (39) weeks except the High School Secretary.

G. Normally, there shall be no split shifts in these departments and in case of emergency work before a regular shift, Bargaining Unit Members shall have the option of completing his/her regular shift hours. The minimum call-in for emergency situations shall be two (2) hours.

H. The lunch shift will be set according to each building's needs at the beginning of each quarter, starting in September. On days when the shift requires an early call-in, the Bargaining Unit Member will have the choice of completing his/her regular shift. On other days the Bargaining Unit Member will work the same shift as the other members of the crew, except by agreement.

I. EXCEPTION: The normal Summer work day for Maintenance and Custodial Bargaining Unit Members will be 7 A.M. to 3 P.M.

J. For the purposes of computing overtime, the hours designated in A, B, C, and D above, will constitute a day's work. All time worked over eight (8) hours in one day or over forty (40) hours in one week Monday through Friday will be paid at the rate of time and one-half (1-1/2); provided that overtime rates shall not be paid as a result of bargaining unit members trading shifts for their own convenience. Additionally, time and one-half (1-1/2) shall be paid for all work performed on Saturday, and double time (2) shall be paid for all work performed on Sundays or Holidays.

K. All Bargaining Unit Members will be entitled to two (2) fifteen minute relief times except that a Bargaining Unit Member working less than the hours designated in A, B, and C will receive one (1) fifteen (15) minute relief time and those Bargaining Unit Members working less than three (3) consecutive hours will not receive a relief time. Bargaining Unit Members working overtime will be entitled to an additional fifteen (15) minute relief time for every two (2) hours worked.

L. Minimum call in overtime purposes will be two (2) hours pay. Any error in assignment of overtime will be corrected by assigning the next available hours until the error is corrected.

M. Overtime will be divided among Bargaining Unit members of each school building department as equally as possible. Overtime will be offered on the following basis:

1. The overtime shall be offered to the most senior Bargaining Unit Member in the building according to seniority, who is qualified to do the work in that department. The person with the least seniority in the building department may refuse to work overtime once. If all employees within the building department refuse to work overtime a second time, the least senior Bargaining Unit Member must then perform the work.

2. Overtime will be covered by the use of the Overtime Chart and will be offered to each Bargaining Unit member in rotation based on seniority. Overtime that is missed will be charged on the Overtime Chart for the purposes of balancing the overtime in L (1) above.

N. Overtime that is unused by a Bargaining Unit Member who has suffered injury on the job will not be charged against him/her on the Overtime Chart for one (1) calendar year. Upon his/her return, effort will be made to adjust this loss by giving him/her first assignment on the overtime as much as possible.

O. Because it is recognized that certain positions require knowledge and training not ordinarily required of other positions, it is agreed that a Bargaining Unit Member will not be called in to

do the work of a position that is not his/her normal responsibility according to his/her job description.

P. Substitutes will be obtained as required but first an offer will be made for the time to the other Bargaining Unit members in the same classification regularly assigned to the building and possessing the necessary qualifications and certifications. When a substitute is called for a Bargaining Unit Member, it is understood that the substitute shall perform the work in the position that remains after all moves are made. A substitute shall be used only when a Bargaining Unit Member is absent or when an unfilled temporary vacancy exists. All work including peripheral work will be offered to other Bargaining Unit Members, including those on layoff, prior to being offered to a substitute.

Q. When substitutes are called for Bargaining Unit members, those Bargaining Unit Members working at a lower rate of pay and possessing the necessary qualifications and certifications than the absent Bargaining Unit Member will have an opportunity to move into a position which offers a greater rate of pay until there is a final position vacant for the substitute. The Bargaining Unit Member shall receive the higher rate of pay of the position they move into.

R. Whenever an event at the school, during the school year, requires the use of the food service department, at least one culinary bargaining unit member shall be allowed to work the event. Such assignment shall be offered on the basis of seniority, by rotation.

S. All school year employees shall be allowed to work at least a one-hundred eighty day year, regardless of any changes to the teacher school year calendar. On any such days when school is not in session, employees may choose not to work such days with the approval of their supervisor.

ARTICLE IX---COMPENSATION

A. Hourly Pay Rates (Wage Schedule *See Appendix B*):

B. Thirty cents ($.30) per hour premium shall be given to the night shift (3:00 p.m. – 11:00 p.m.). Night premium will not be paid to night shift workers for work done on the day shift during the Christmas or Spring Breaks or during the summer. Night shift workers otherwise called in early shall receive the night premium. Lead custodian positions shall be eliminated from this agreement but those employees currently receiving the additional forty cents per hour shall continue to receive that premium until he/she retires or leaves the district.

C. The Bargaining Unit Member employed in the position set forth on the above wage schedule shall be paid the hourly rate set forth therein during the term of this agreement.

D. The increment shall be an increase in wage applicable on the Bargaining Unit Member's anniversary date, which is July 1 in the school district.

E. The Wages shall be paid biweekly on such calendar dates as are established by the Board.

F. An annual expense reimbursement of three hundred dollars ($300.00) shall be granted to each Custodial, Maintenance, and Culinary Bargaining Unit member for shoes and/or uniforms. Said reimbursement shall be included in an accounts payable check on the next payday after receipts have been turned in to the business office.

G. Fifteen cents ($.15) per hour will be added to the hourly wage rate for those Bargaining Unit members certified by American School Food Services Association in the Culinary Department.

H. Administration shall not ask teacher assistants to cover in a classroom as a substitute teacher during the first one (1) year of employment.

ARTICLE X---WORKLOAD AND ASSIGNMENTS

A. The Board has the right to establish new positions and assign the classification and rate of pay for that position.

B. The Association reserves the right to negotiate wages, hours, and other conditions of employment for these positions and will, if deemed necessary, ask for a meeting with the representatives of the Board to discuss the conditions, hours and wages for a new position and in those cases where agreement cannot be reached, the Association will have the right to process the matter through the grievance procedure.

C. In those cases where a bargaining unit position undergoes a substantial change in responsibilities, the Bargaining Unit Member involved or the Association may contest the rate of pay, hours and conditions of employment in the same manner described for new positions and in the event the parties fail to reach agreement, the Association will have the right to process the dispute through the grievance procedure.

D. It is agreed that job descriptions may be the proper subject for the grievance procedure, after the description is written.

E. The employer agrees that supervisors or non-unit personnel shall not be used at any time to displace Bargaining Unit Members regularly employed in the bargaining unit, except in emergencies when Bargaining Unit Members are not available or have refused to do the work as assigned except in cases where unsafe conditions are being charged by a Bargaining Unit Member. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to recur.

F. Custodians are expected to perform repairs and replacement tasks which may be performed without the assistance of the maintenance person or contracted service.

G. No bargaining unit member shall be required except in an emergency or as referenced below, to perform tasks which would normally be associated with qualified medical personnel (e.g. catheterization, stoma bags, injections, suctioning etc.). Should a member accept such

assignment, he/she shall be provided with full training at no cost to the bargaining unit member and safety equipment necessary for the work. Any member performing such duties on a voluntary basis or as referenced here below shall be paid an additional twenty five cents ($.25) per hour. This work shall first be offered to the classroom or building employee who has regular contact with the situation. If such bargaining unit member is not able to accept this assignment, work will be offered to the rest of the employees in that classification and then to the rest of the bargaining unit (if they are able to be made available) on the basis of seniority. If no one volunteers for the work, the Administration may assign the work.

Work areas shall have adequate first aid equipment and members shall receive instruction in their use. Bargaining unit members shall be provided with the proper equipment and training at no cost to the bargaining unit member for dealing with situations involving possible blood-borne pathogens or situations which may require contact with the body fluids of another person.

H. A binder of all current bargaining unit member job descriptions shall be developed by the Association and Administration and a copy given to the Association President. Changes to the job description binder shall be agreed upon by both parties and sent to the Association by November 30th of each school year.

ARTICLE XI---SENIORITY

A. Seniority shall be defined as length of service within the district as of the Bargaining Unit Members first working day in the department. In the circumstance of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list.

B. A Bargaining Unit Member shall lose his/her seniority rights if he/she retires, resigns or is discharged for just cause.

C. The Board shall prepare, maintain and provide a copy of the seniority list to the Association in October of each school year. The Association must correct any errors in the seniority list within ten (10) working days of the receipt of the list. Thereafter the list shall be final and conclusive for that year. In the case of a tie, the affected members shall participate in a drawing to be conducted by the Association to determine the order on the seniority list.

ARTICLE XII---VACANCIES, TRANSFER AND PROMOTIONS

A. A vacancy shall be defined for purposes of this Agreement as a position previously held by a Bargaining Unit Member, or a newly created position within the bargaining unit. No vacancy shall be filled until it has been posted for at least ten (10) working days.

B. Whenever a vacancy occurs, the Business Office shall immediately notify the Association. Notice of such vacancy shall be sent to the Association Secretary. A copy of the vacancy notice shall be mailed to each laid-off Bargaining Unit Member and posted in each building office.

C. The Board declares its support of a policy of filling vacancies from within the bargaining unit except where as may be impacted by the Board's discretion regarding subcontracting or the use of volunteers. Therefore, each vacancy shall have a minimum set of qualifications which will be developed jointly by the Administration and the Association prior to posting. The vacancy shall be filled on the basis of seniority from candidates possessing the above qualifications first on seniority within the department, and then by seniority within the school system.

D. Any Bargaining Unit Member may request a transfer after the satisfactory completion of the probationary period, which shall be for a period of ninety (90 days. The Bargaining Unit Member shall remain in any new assignment for a period of one (1) year before being eligible to apply for another transfer, unless conditions prevail where change would be in the best interests of the Board and the Bargaining Unit Member.

E. Requests for transfer shall be made in writing, one copy of which shall be filed with the Business Office and one copy shall be filed with the Association.

F. Unless a vacancy is filled through subcontracting or a volunteer, Bargaining Unit Members who have requested transfers shall be given preference over new appointments or promotions to available vacancies within their same classification. Bargaining unit members not within the same classification shall be given consideration if proper qualifications and experience within the new classification exists. Involuntary transfers will be made only for reasonable and just cause. Bargaining Unit Members shall not be placed on a lower step of the pay scale due to involuntary transfers or a temporary assignment to another position.

G. All promotional positions shall be announced in all work locations. Any Bargaining Unit Member who assumes a position of higher rank in any of the classifications outlined in schedule B of this contract shall be placed on that step of the pay schedule which would be more, but not less than, his/her current rate of pay as of the effective date of his/her assignment.

H. All promotions shall be made in accordance with the levels and criteria established in the job descriptions on file in the Business Office. Bargaining Unit Members who are considered for promotion must be willing to accept an assignment anywhere within the school system.

ARTICLE XIII---STAFF REDUCTION

A. When a reduction in the working force is necessary, Bargaining Unit Members shall be laid off in accordance with departmental seniority; that is, the employee with the least job classification seniority shall be laid off first, etc. In the selection of employees for layoff, the School District shall retain those Bargaining Unit Members with the greatest seniority provided they are properly qualified to perform the available work.

B. Departmental is defined as Maintenance/Custodial, Culinary, Secretarial/Clerical and

Assistants.

C. Seniority shall be pro-rated for those Bargaining Unit Members working regularly less than half of the regular number of hours.

D. When moving from one Bargaining Unit Department to another, the seniority shall be frozen in the Department left and a new seniority date started in the Department moved to for purposes of placement on the seniority list used for determining lay- off position only. Benefits shall continue to accumulate based on district seniority. Placement on the salary schedule shall be according to district seniority as has been the practice.

E. Whenever a Bargaining Unit member is to be laid-off, the School District will notify the Bargaining Unit member and the Association President at least twenty-four (24) calendar days in advance of such layoff, unless such notice is impossible.

F. Laid off Bargaining Unit Members shall be rehired in accordance with Department seniority; that is, the Bargaining Unit Member with the greatest seniority shall be rehired first; provided they have the ability and are physically able to perform the duties of the job that is open. Laid off Bargaining Unit Members shall remain on the recall list for a period of five (5) years.

When rehiring laid off Bargaining Unit Members, the School District will notify them by certified mail at their last known address, as provided by the employee. If such Bargaining Unit member does not notify the School District within ten (10) days from the mailing date of such notice that he/she will report for work on the date specified, or give reasons for delay beyond such time, he/she shall be considered as having quit and all seniority shall be terminated. If the person called is not readily available, the School District may call the next Bargaining Unit Member in line and he/she shall be given a minimum of five (5) days work, after which the proper person could come in to work. If the employee is not readily available the second time, he/she shall be considered as having quit and all seniority shall be terminated.

G. In the event of a reduction in the work hours in a department, Bargaining Unit Members with the greater seniority may use same to maintain his/her normal work schedule by displacing Bargaining Unit Members with less seniority on the work schedule. Should the work hours of any Bargaining Unit member be reduced, the reduction shall not take effect until ten (10) work days after written notice to the affected Bargaining Unit Member(s) is given by the employer, except in case of emergency.

ARTICLE XIV---PAID LEAVES

A. Sick days shall accumulate in a sick bank at the rate of twelve (12) days per year for Bargaining Unit Members, who are employed on a fifty-two (52) week basis (prorated for less than fifty-two (52) weeks) with a limit of 250 days. Bargaining Unit Members may use sick days for illness in the immediate family as defined herein.

B. A Bargaining Unit Member, who has exhausted his/her bank in case of an extended illness, may borrow up to ten (10) days with a promissory note. Such days shall be deducted at the beginning of the following year.

C. An Association sick bank is hereby established consisting of two (2) days per member per year. Sick days will be contributed by each Association member. Days will stop accumulating when at the beginning of a school year the bank totals more than 180 days. Accumulation will begin again only at the request of the Association.

1. The local Association will have absolute control in administering this bank. Local Association members wishing to utilize the bank will make application in writing to the local Association.

2. The Board will furnish an annual report to the Association on the status of this bank.

D. Bargaining Unit Members shall be granted up to five (5) working days, non- chargeable, for the death of a member of the immediate family (mother, father, brother, sister, husband, wife, daughter, son, grandchild or grandparent, Son-in-Law/Daughter-in-Law and the same members of the spouse's family). Up to four (4) additional days may be granted upon application to the Superintendent. These four additional days will be subtracted from sick leave.

E. All Bargaining Unit Members shall be granted up to five (5) non-chargeable days per year for specified, non-illness emergency absence.

1. Absence to attend funerals other than member of the immediate family – one (1) Day. Another funeral may be attended and the additional one (1) day subtracted from sick leave

2. Absence to provide necessary care for a member of the immediate family where no other arrangements are possible.

3. Absence because of required court appearance.

4. Absence due to catastrophes which make it impossible for the Bargaining Unit Member to report for duty.

5. Absence because of required observance of a recognized religious denomination.

6. Absence for personal business which does not fall into the above categories but which cannot be conducted at any time not in conflict with the work day. An explanation of the use of this day shall not be required. This day shall not be used to extend a vacation – Limit Four (4**)** days per year. Employee may utilize two (2) Personal Days, sick days or a combination of both to cover unpaid snow days.

7. All leave time requests will only be granted in full one hour increments.

F. Absences involving compensation, under the State of Michigan Compensation Law, charges to the sick bank shall only be made to the extent necessary to maintain the Bargaining Unit Member's regular biweekly gross earnings.

G. After five (5) consecutive working days of absence due to illness, a Bargaining Unit Member shall furnish a statement from his/her personal physician and shall have a medical examination by the Board Medical Examiner, if requested by the Administration.

H. The Association shall have ten (10) days credited to the Association to be used for Association purposes, at the discretion of the Executive Board of the Association. The Association will notify the Superintendent of intent to use such leave at least twenty- four (24) hours in advance of taking said leave.

I. Staff members may use no more than 2 unpaid leaves of absence during each calendar year. Exceptions may be made with special circumstances and approval of the Superintendent.

J. Employees may use one (1) Personal Day to extend Christmas Break OR Spring Break. One (1) day may be added to the beginning or the end of one of the above mentioned Breaks. The number of employees allowed to take this extension will be limited to two (2) per building. Requests will be granted on a first come, first served status. Members will request the extension from the Supervisor who grants their vacation time.

K. Part-time bargaining unit members shall have their paid leave prorated based on the percentage of a full-time assignment. A half (½) time bargaining unit member will receive fifty (50) percent of sick days, personal days, and other paid leave days outlined in Article XIV. K shall only apply to those hired after September 1, 2021.

L. Unused Personal days shall be converted over to sick days.

ARTICLE XV---INCLEMENT CONDITIONS

A. Whenever the school is closed due to inclement weather conditions, all Bargaining Unit Members will be notified by the most expedient means and will have up to two (2) hours with pay to report in. This will include those Bargaining Unit Members on the 3 P.M. to 11 P.M. shift who will be allowed to work the day shift. Whenever Bargaining Unit Members are sent home due to inclement conditions, they shall be paid as if they had finished their shift.

B. The Board has the right to announce that all Bargaining Unit Members are not to report for duty when severe weather conditions exist.

C. Bargaining Unit Members may choose to use paid sick leave days when school is closed due to inclement weather, by requesting sick leave approval from their supervisor. However, before such deduction shall be made, each Bargaining Unit Member shall be paid the number of Act of God hours provided by the State of Michigan for use during each school year. A custodian may be required to work on such days and receive equivalent compensatory time to be taken during the summertime or other time when school is not in session, with the approval of their supervisor. These days shall not be accumulative. Bargaining Unit Members may choose to work on inclement weather days.

D. When school is placed on a delay, the member shall be paid for up to the first two (2) hours without penalty. Time delayed past two (2) hours may be worked by the member at the conclusion of the normal shift at the member's discretion. Should a Bargaining Unit Member be required to report at the beginning of their shift under such delay, he/she shall be given credit for compensatory time equal to the delay time up to two (2) hours.

E. Time worked on inclement weather days will be paid at the rate of time and one-half for non-school related (i.e. not school sponsored) activities after 3 P.M.

F. When inclement conditions are such that the night leads by consensus consider it necessary to send night staff home early, they shall have the authority to make such decision. It is understood that on evenings when other events are being held in the school building(s), all night staff in all buildings shall remain and not leave as provided above until the event is concluded.

ARTICLE XVI---JURY DUTY

A Bargaining Unit Member who serves on jury duty shall be reimbursed, on a biweekly basis, for the differences between the jury day stipend and his/her regular Board salary for the days served. Bargaining Unit Members, when summoned to jury duty, should not be charged for the days served.

ARTICLE XVII-LEAVE POLICY

A. The Board, upon written request, shall grant a leave of absence without pay for a period not to exceed one (1) year, subject to renewal at the will of the Board. A leave of absence for physical or mental disability, without request, may be granted for a period not to exceed one (1) year.

The Board may deny a request for a leave of absence based upon good and just cause of the District's need at the time of the request.

The Board requests the Employee notify the district thirty (30) calendar days prior to the start of the next year if they intend to return to duty for a renewal of leave, if at all possible

B. Types of leaves of absence are: illness, military, study, personal business, government and/or professional service.

C. A leave of absence for study, personal business, or government and/or professional service shall not be granted during the first year following the Bargaining Unit Members date of employment with the District.

D. The maximum allowance for all purposes (except professional service and personal business) may be three (3) consecutive years. Personal business leaves may be granted for one (1) year only.

E. Bargaining Unit Members returning from leave shall be expected to remain in the Board's employment for at least one (1) year.

F. Upon request of the employee, a leave for purpose of childbirth or child care shall be granted without pay. The employee may be required to present approval from the attending physician that she is able to continue work or to return to work in the instance of pregnancy and postnatal convalescence.

G. Elected or appointed officers of the Association shall, upon request, be granted a professional service leave of absence, without pay, for a period of one (1) year. Such leave may be extended upon request, from year to year.

ARTICLE XVIII---RETIREMENT

Upon retirement, resignation, or other termination of employment, (other than termination for cause), the Bargaining Unit Member shall be paid, at his/her current salary level for fifty percent (50%) of unused days in his/her sick bank. For any employee hired after September 1, 2011 the benefit shall be $50 per day for 50% of unused sick days.

ARTICLE XIX---HOLIDAYS

A. All twelve (12) month employees shall be paid for the following holidays: Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, ½ day Good Friday*, one day during Spring Break, Memorial Day and Independence Day.

B. Ten month Secretaries shall be paid for the following holidays: Labor Day, Thanksgiving Day, The day following Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, ½ day Good Friday and Memorial Day.

C. The Assistants and Culinary Bargaining Unit members shall be paid for Thanksgiving Day, The day following Thanksgiving Day, Christmas Day, and New Year's Day. In addition, those Bargaining Unit Members working twenty-five (25) hours or more each week shall also be paid for Christmas Eve Day and New Year's Eve Day, ½ day Good Friday and Memorial Day.

D. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday; if the holiday should fall on Sunday, the following Monday shall be observed as the holiday.

E. The afternoon shift employees may be allowed to adjust work hours on the eve of a holiday if the work is completed and the supervisor approves.

*If school is not in session on Good Friday, employees listed above shall receive a full day of Holiday Pay.

ARTICLE XX---VACATION DAYS

A. A new bargaining Unit Member shall be prorated to July 1. The pro-rated vacation shall count as one (1) year for future vacation purposes. Persons classified as substitutes shall not be entitled to vacation benefits.

B. All twelve (12) month employees shall be granted vacation with pay computed as of June 30 each year as follows:

Up to 12 months of service	8 days
2-5 years	14 days
6-9 years	17 days
10 years and over	18 days
15 years and over	20 days

*If days are carried over from the 2017-2018 school year, those days will be honored.

Should an employee retire, or terminate employment for any reason prior to June 30, the vacation days allotted to them on the previous July 1 shall be prorated to the portion of the

year they are employed.

Any employee currently receiving more vacation time than the above schedule shall maintain his/her current allotment of vacation days (8 hours per day) until such time as this schedule shall provide an equal or greater amount of days.

C. All school term Bargaining Unit Members shall be granted five (5) days vacation with pay during Spring Break except for school term Secretaries who will be allowed up to an additional five (5) days vacation with pay during Christmas Break.

D. All time lost except for unpaid leaves shall count in the computation of the hours for vacation eligibility.

E. Up to five (5) days unused vacation may be carried into the next year, provided the Bargaining Unit Member is not a first year employee.Twelve (12) month custodial employees shall be paid out their daily rate on last pay in June for any unused up to five (5) vacation days annually that are not carried over into the next year.

F. Bargaining Unit Members have the right to choose the time of their vacations with the approval of their supervisor.

G. Up to two (2) employees in any building may take up to five (5) days vacation for the same dates. When more than two (2) requests are received for the same days, seniority shall prevail.

ARTICLE XXI---BARGAINING UNIT MEMBER SELF-IMPROVEMENT

A. The parties support the principle of continuing education for Bargaining Unit Members and participation by Bargaining Unit Members in their professional organizations.

B. Any Bargaining Unit Member who enrolls in, and successfully completes a course related to his/her responsibilities at an accredited college or university or supported by the Board shall receive full reimbursement from the Board for tuition, books, supplies, meals, lodging and transportation expenses. This section is subject to Board approval based upon the course's applicability to the Bargaining Member's responsibility in the District.

C. The Board shall provide funds to permit a minimum of six (6) Bargaining Unit Members to attend three (3) professional conferences with full expenses paid by the Board. It shall be necessary for the Bargaining Unit Member to be a member of the organization conducting said conference.

The Board upon its own discretion may choose to send more than six (6) persons to more than three (3) conferences.

D. Any Bargaining Unit Member Teaching Assistant who takes the appropriate testing to become "Highly Qualified" as provided for under the Elementary and Secondary Education Act (ESEA), shall have his/her cost of tests reimbursed as follows:

Test charges to be reimbursed are defined as the first such test taken, and the next such test that assistant passes, if not passed the first time. Further, such assistants shall be granted paid release time to take such tests upon request.

E. The District and the Association shall agree upon and/or develop the Charlevoix Academic Assessment for Title 1 Paraprofessionals. The local assessment will fulfill the requirements of the Elementary and Secondary Education Assessment Act (ESEA) (20USC 6319(c)).

F. If a Paraprofessional has been determined by another school district or by the Michigan Department of Education as meeting the requirements of the ESEA, then s/he shall be considered by the district as meeting the requirements.

G. For current paraprofessionals electing to meet the requirements of the ESEA through an academic assessment, training as approved by the Superintendent shall be provided and paid by the district at the employee's regular hourly rate.

H. An employee who is subject to the requirements of the ESEA who is unable to meet the requirements by the deadline established by the law shall be laid off by the district with recall rights as established under Article XIV hereunder.

I. The Board may grant increments to those staff who while on unpaid leaves of absence are engaged in activities which have contributed to professional growth.

ARTICLE XXII---PERSONNEL FILES AND EMPLOYEE COMPETENCE

A. A Bargaining Unit Member shall have the right to review the contents of all records, excluding initial references, of the Board pertaining to said individual, originating after the initial employment, and to have an Association representative present at such review.

B. No material originating after the initial employment shall be placed in a Bargaining Unit Member's personnel record unless he/she has had an opportunity to review said material. The Bargaining Unit Member may submit a written notation regarding any material and the same shall be attached to the material in question. If the Bargaining Unit Member believes the material placed, or to be placed, in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material shall be corrected or expunged from the file. If a Bargaining Unit Member is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the material's content.

C. If the contents of a bargaining unit member's personnel file are requested through a Freedom Of Information Act (FOIA) request, the bargaining unit member will be notified. The district will limit the documents released to only those documents required by the FOIA law.

D. Before a Bargaining Unit Member is rated unsatisfactory in his/her job performance, the Administrator shall meet with the individual at least one (1) month prior to such a rating being submitted in order to put the Bargaining Unit Member on notice that his/her job performance

is not satisfactory and to discuss means of improvement. Written summaries of such a conference shall be prepared by both the Bargaining Unit Member and the Administrator; copies of the summaries shall be exchanged.

E. If the efforts of the Bargaining Unit Member and the Administrator fail to raise the individual's job performance to a satisfactory level, an Unsatisfactory Rating form shall be filed with the Business Office in accordance with procedures for the filing of such forms. The rating shall be processed in accordance with stated procedures for the disposition of such ratings.

F. An unsatisfactory Bargaining Unit Member shall have the opportunity to be transferred to a comparable assignment and given an opportunity for six (6) months to bring his/her job performance up to a satisfactory condition, providing this is the first such rating. If his/her services are rated satisfactory at the end of the six (6) month period, the Bargaining Unit Member shall be retained in the current assignment. If the Bargaining Unit Member's services are rated unsatisfactory, a hearing shall be scheduled by the Business Office and the result of such hearing shall be binding.

G. A Bargaining Unit Member shall be notified, in advance, in writing, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have an Association Representative present.

H. No employee shall be discharged or disciplined without just cause, or deprived of advantages.

I. The board and the Association believe in the principle of progressive discipline to correct behavior and workplace problems when necessary. Accordingly, the following procedure is established:

1. Verbal warning
2. Written warning
3. Written reprimand
4. Suspension with pay
5. Suspension without pay
6. Dismissal

In an unusual situation requiring discipline at a step beyond the normal progression, the Board in its discretion may select an appropriate level of discipline subject to just cause.

ARTICLE XXIII---BARGAINING UNIT MEMBER PROTECTION

A. No Bargaining Unit Member shall be left in a building alone between the hours of 9 P.M. and 6 A.M. except under the following conditions: During the 3:00 P.M. to 11:00 P.M. shift for custodians, a custodian left alone in the building between the hours of 9:00 P.M. and 11:00 P.M. shall call his/her immediate supervisor or a designated contact person according to the following list in this order: Building Principal, Superintendent, other Administrators. The Administrator shall arrange to call the custodian before the end of his/her shift to verify the safety of the employee. The custodian will again contact the Administrator at the end of the shift. Should the Administrator be unable to reach the custodian, he/she shall visit the work site to verify the safety of the employee. Alternatively, a custodian left alone in a building between the hours of 9:00 p.m. and 6:00 a.m. shall be allowed to work in a building where there are other custodians to assist them in their work.

When the work in that building has been completed, the crew, including the custodian from the original building shall work in the original building until the conclusion of the shift. Custodians who take this option shall not leave their building during a period when an event is being held in the building until the event is over and the people involved have left the building and until other employees have left the building. The employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employees assigned work area. The employer or its designated representative shall take reasonable steps to relieve the employees of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.

B. Any case of assault upon a Bargaining Unit Member in conjunction with his/her responsibilities to the School District shall be promptly reported to the Board. The Board will reimburse the Bargaining Unit Member of the cost of legal counsel, as designated by the board, to advise the individual of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the Bargaining Unit Member in connection with handling of the incident by law enforcement and judicial authorities.

C. Time lost by a Bargaining Unit Member in connection with any incident mentioned in this Article shall not be charged against the Bargaining Unit Member's sick bank even though the regular gross earnings shall be maintained.

D. The Board shall reimburse Bargaining Unit Members for any loss, damage or destruction of clothing or personal property while on duty. This reimbursement will be after the employee has exhausted his/her insurance benefits.

E. In the event a complaint or charge is made by any person or group not employed by the Board, against any Bargaining Unit Member the individual shall be given full information with respect thereto and with respect to any investigation conducted by the Board.

F. Bargaining Unit Members whose absence results from the following childhood diseases: chickenpox, measles, mumps, diphtheria, whooping cough, impetigo, shall not have their sick banks charged for such absence even though the regular gross earnings shall be maintained. It shall be necessary for the above childhood diseases to have infected at

least*** children in the District in order for said diseases to be considered contacted during the work time.

*** 10 diphtheria and whooping cough
60 chickenpox, measles and mumps
100 impetigo

G. Joint Committee on Health and Safety

In order to further the mutual interest in creating and maintaining the high standards of health and safety in the workplace, a Joint Committee on health and safety is herein established.

Operation of the committee will be governed by the following:

1. The Committee shall be comprised of two (2) members chosen by the Association and two (2) by the employer.

2. The committee shall be charged with:

   a. Reviewing and promoting a health and safety program which will include proper training for affected employees.

   b. Reviewing federal, state and local regulations and making recommendations for health and safety procedures in the workplace.

   c. Reviewing problems affecting the health and safety of employees and make necessary or desirable recommendations for correction.

ARTICLE XXIV---INSURANCE PROTECTION

A. The Board will contribute an amount equal to the state mandated hard cap each year for employee's medical costs.

B. Persons hired after September 1, 2009 who work four (4) hours or less per day, will receive dental, vision, LTD, and life insurance benefits only and no health insurance. Persons hired after September 1, 2011 working five (5) hours or less a day shall not be eligible for insurance benefits. Those working five (5) hours or more shall initially only be eligible for single subscriber level of insurance. The Lead Secretary in each building shall be offered insurance coverage including and up to full family health insurance benefits

C. Employees not electing health insurance coverage will receive cash in lieu of insurance. The employer shall provide a cash option in lieu of health benefits up to the amount of the single subscriber mandated hard cap amount with annual increases per PA 152.

D. The Board shall provide:

1. MESSA Delta Dental Plan
   a. 100/90/90/90, 2 cleanings
   b. Annual Max $2,000
   c. Lifetime Max $1,500
2. MESSA /Vision Service Plan
   a. VSP 3 G
3. MESSA Life Insurance
   a. $30,000
4. MESSA AD&D Coverage
   a. $30,000
5. MESSA LTD Benefit
   a. 66 ⅔% Max $3,000
   b. Max Monthly Salary $3,000
   c. Waiting Period 90 CDMF
   d. Alcohol/Drug same as any other illness
   e. Mental/Nervous same as any other illness
   f. Social Security Offset Family
   g. Own-Occupation 2 Years
   h. Pre-Existing Condition Waived
   i. COLA - Yes
   j. SS Freeze - Yes

The changes to ancillary benefits will take place on December 1, 2023

E. In the event that a Bargaining Unit Member has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the contract year as defined elsewhere.

F. The Board shall make payment of insurance premiums for all persons who complete their

contractual obligation to assure insurance coverage for the full twelve month period commencing September 1 and ending August 31, even though the Bargaining Unit Member may not be returning the next school year. The open enrollment period shall be jointly established by the Board, the Association and insurance company representative, including opportunities for summer pre-enrollment and fall open enrollment.

G. When necessary, premiums on behalf of the Bargaining Unit Members shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceeds amount of subsidy, the School Board shall make provision for the excess to be payroll deductible. The School Board will be responsible for providing insurance information including applications, claim materials, and enrollment meetings for the above mentioned programs.

H. Payroll deduction shall be available for all current MESSA, MEFSA and MES programs.

ARTICLE XXV---INFORMATION

A. The Board agrees to furnish to the Association in response to written requests, all information concerning the financial resources of the Board, including, but not limited to, annual reports and audits, register of personnel, tentative budgetary requirements and allocations (including County Allocation Board budgets), agenda and minutes of all Board meetings, treasurer's reports, census and Membership data, names and addresses of all Bargaining Unit Members, salaries paid thereto, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the Association together with information which may be necessary for the Association to process any grievance or complaint.

B. The Board shall consult with the Association on any new or modified fiscal, budgetary, or tax program construction programs, or major revision of policy which will affect Association members and the Association shall be given opportunity to advise the Board within a reasonable amount of time prior to their adoption and/or general publications.

C. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

D. Public Act 236 of 2023 requires employers to share information. The district will remain compliant with the law.

ARTICLE XXVI---ASSOCIATION ACTIVITIES

A. The Association and its representatives shall have the right to use Board buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program. No charge shall be made for use of the buildings prior to the beginning of the work day nor until 10:00 P.M. The Association shall be responsible for any damages

caused by its use of such buildings or additional custodial costs necessitated by such use.

B. The Association shall be permitted to transact official Association business on Board property at all reasonable times, provided that it shall not interfere with, or interrupt, normal operations.

C. Bulletin boards and other established media of communication shall be made available to the Association and its members.

D. Association members shall have the right to distribute Association material to other Bargaining Unit Members so long as such distribution does not interfere in the normal operation of the work area or his/her job performance.

E. The Association members shall be permitted to use Board equipment including typewriters, mimeograph machines, duplicating machines, copying machines, calculating machines, and audio-visual items when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies and any damage to such equipment incident to such use.

F. Whenever the President of the local affiliate of the Association or his/her designee is mutually scheduled, during working hours, to participate in conferences, meetings, or negotiations, or Association activities that cannot be conducted after normal work hours, he/she shall suffer no loss of pay and, when necessary, substitute service shall be provided.

G. The rights granted herein to the Association shall not be granted or extended to any other competing labor organization.

H. Bargaining Unit Members who work the night shift may attend evening meetings of the Association with no loss of pay. This provision shall cover a maximum of six (6) such meetings per year unless extended by mutual consent.

I. Bargaining unit members shall be provided staff restroom(s) and staff lunchroom(s) to use.

J. Bargaining unit members shall be provided a staff parking area to part their vehicles.

ARTICLE XXVII---GENERAL

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

conditions of employment.

B. Nothing contained within this Agreement shall be construed to deny or restrict to any Bargaining Unit Member rights he/she may have under the Michigan General School Laws, or the applicable laws and regulations.

C. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all operations and activities of the school district to the full extent authorized by laws and the Constitutions of Michigan and the United States of America, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

D. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or degree an appeal has been taken with the time provided for doing so, such provision shall be void and inoperative, however, all provisions of this agreement shall continue in effect.

E. The parties recognize that support staff can make a significant contribution to the improvement of the educational program of the District through participation in the processes of school improvement. It is recognized that such participation promotes support staff improvement and should be considered part of responsibilities of each support staff member. The parties hereby express their mutual desire that support staff will participate in such activities as specified:

1. Committee participation by the employee is voluntary;

2. Non-participation shall not be used as a criterion for evaluation or discharge or discipline;

3. In the event that any provision(s) of a SIP or application thereof violates, contradicts or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

ARTICLE XXVIII---PRINTING OF AGREEMENT

Copies of this Agreement shall be emailed to all bargaining unit members within thirty (30) days after it is signed. Hard copies will be available to any bargaining unit member who requests a copy at no charge. Requests should be made to the Superintendent's office.

ARTICLE XXIX---SPECIAL EDUCATION

Both the District and Association recognize the unique challenges students with disabilities entail. In order to best educate students with disabilities, the District shall:

1. In consultation with the classroom teacher, any duties for a Para Educator will be clearly

defined when that Para Educator is working with students with disabilities.

2. When a bargaining unit member lacks the proper training required to meet the Individual Education Plan requirements, the bargaining unit member shall make a training request to their direct supervisor. If a training request is received, the district shall work with the ISD to provide the training necessary to enable the bargaining unit member to assist with meeting the student's IEP goals.

ARTICLE XXX---NEGOTIATIONS PROCEDURES

A. All items within this contract shall remain unchanged during the term of this Agreement unless both parties shall, by mutual consent, agree to reopen discussions. Amendments to this Agreement are open to discussion only by mutual consent of both parties.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives from within or outside the school district. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

C. Both parties agree to start negotiations sixty (60) days prior to the expiration of the current agreement.

Grievance Report Form

Grievance No._____Distribution of Form
School District

1. Superintendent
2. Immediate Supervisor
3. Association
4. Member

Grievance Report Submit to Immediate Supervisor in duplicate

_____Building
Assignment Name of Grievant Date Filed

STEP I

A. Date Cause of Grievance Occurred_____

B. 1. Statement of Grievance_____

_____

_____

2. Relief Sought_____

_____

_____

_____
Signature Date

C. Disposition of Immediate Supervisor_____

_____

_____

_____
Signature Date

D. Position of Grievant and/or Association_____

_____

_____

_____
Signature Date

STEP II

A. Date Received by Superintendent or Designee_____

If additional space is needed in reporting Sections B 1 & 2 of Step 1, attach an additional sheet. (Note: Continue on next page).

B. Disposition of Superintendent or Designee_____

_____

_____
Signature Date

C. Position of Grievant and/or Association_____

_____

_____
Signature Date

STEP III

A. Date Received by Board of Education or Designee_____

B. Disposition by Board_____

C. Position of Grievant and/or Association_____

_____

_____

Signature Date

STEP IV

A. Date Submitted to Arbitration_____

B. Disposition & Award of Arbitrator_____

_____

_____

Signature Date

Support Staff Schedule

2025/2026 $2.50 Increase

Category	Step							
	1	2	3	5	7	10	15	20
Maintenance	$ 23.54	$ 24.50	$ 25.44	$ 27.25	$ 27.78	$ 28.29	$ 29.19	$ 30.04
Maint/Grounds/Cust	$ 21.91	$ 22.98	$ 23.97	$ 25.42	$ 25.99	$ 26.50	$ 27.39	$ 28.28
Custodian	$ 19.28	$ 20.34	$ 21.35	$ 22.80	$ 23.37	$ 23.89	$ 24.76	$ 25.65
Cook	$ 20.23	$ 20.59	$ 21.21	$ 22.66	$ 23.20	$ 23.73	$ 24.64	$ 25.54
Unit Leader	$ 18.94	$ 19.38	$ 20.01	$ 21.36	$ 21.87	$ 22.45	$ 23.28	$ 24.15
Cooks Helper	$ 17.76	$ 18.18	$ 18.81	$ 20.06	$ 20.59	$ 21.13	$ 22.03	$ 22.93
Secretary HS/ES/MS/Bus	$ 19.71	$ 20.63	$ 21.35	$ 22.77	$ 23.29	$ 23.87	$ 24.75	$ 25.63
Secretary Manager	$ 19.20	$ 20.22	$ 20.85	$ 22.19	$ 22.76	$ 23.29	$ 24.19	$ 24.65
Secretary	$ 18.55	$ 19.53	$ 20.22	$ 21.51	$ 22.07	$ 22.62	$ 23.57	$ 24.45
Teacher Assistant	$ 17.71	$ 18.35	$ 19.32	$ 20.57	$ 21.10	$ 21.67	$ 22.55	$ 23.43

Support Staff Schedule

2026/2027 $1.00 Increase

Category	Step							
	1	2	3	5	7	10	15	20
Maintenance	$ 24.54	$ 25.50	$ 26.44	$ 28.25	$ 28.78	$ 29.29	$ 30.19	$ 31.04
Maint/Grounds/Cust	$ 22.91	$ 23.98	$ 24.97	$ 26.42	$ 26.99	$ 27.50	$ 28.39	$ 29.28
Custodian	$ 20.28	$ 21.34	$ 22.35	$ 23.80	$ 24.37	$ 24.89	$ 25.76	$ 26.65
Cook	$ 21.23	$ 21.59	$ 22.21	$ 23.66	$ 24.20	$ 24.73	$ 25.64	$ 26.54
Unit Leader	$ 19.94	$ 20.38	$ 21.01	$ 22.36	$ 22.87	$ 23.45	$ 24.28	$ 25.15
Cooks Helper	$ 18.76	$ 19.18	$ 19.81	$ 21.06	$ 21.59	$ 22.13	$ 23.03	$ 23.93
Secretary HS/ES/MS/Bus	$ 20.71	$ 21.63	$ 22.35	$ 23.77	$ 24.29	$ 24.87	$ 25.75	$ 26.63
Secretary Manager	$ 20.20	$ 21.22	$ 21.85	$ 23.19	$ 23.76	$ 24.29	$ 25.19	$ 25.65
Secretary	$ 19.55	$ 20.53	$ 21.22	$ 22.51	$ 23.07	$ 23.62	$ 24.57	$ 25.45
Teacher Assistant	$ 18.71	$ 19.35	$ 20.32	$ 21.57	$ 22.10	$ 22.67	$ 23.55	$ 24.43

Support Staff Schedule

2027/2028 $1.50 Increase

Category	Step							
	1	2	3	5	7	10	15	20
Maintenance	$ 26.04	$ 27.00	$ 27.94	$ 29.75	$ 30.28	$ 30.79	$ 31.69	$ 32.54
Maint/Grounds/Cust	$ 24.41	$ 25.48	$ 26.47	$ 27.92	$ 28.49	$ 29.00	$ 29.89	$ 30.78
Custodian	$ 21.78	$ 22.84	$ 23.85	$ 25.30	$ 25.87	$ 26.39	$ 27.26	$ 28.15
Cook	$ 22.73	$ 23.09	$ 23.71	$ 25.16	$ 25.70	$ 26.23	$ 27.14	$ 28.04
Unit Leader	$ 21.44	$ 21.88	$ 22.51	$ 23.86	$ 24.37	$ 24.95	$ 25.78	$ 26.65
Cooks Helper	$ 20.26	$ 20.68	$ 21.31	$ 22.56	$ 23.09	$ 23.63	$ 24.53	$ 25.43
Secretary HS/ES/MS/Bus	$ 22.21	$ 23.13	$ 23.85	$ 25.27	$ 25.79	$ 26.37	$ 27.25	$ 28.13
Secretary Manager	$ 21.70	$ 22.72	$ 23.35	$ 24.69	$ 25.26	$ 25.79	$ 26.69	$ 27.15
Secretary	$ 21.05	$ 22.03	$ 22.72	$ 24.01	$ 24.57	$ 25.12	$ 26.07	$ 26.95
Teacher Assistant	$ 20.21	$ 20.85	$ 21.82	$ 23.07	$ 23.60	$ 24.17	$ 25.05	$ 25.93

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Contractual Agreement Between
Charlevoix Public Schools Board of Education
and
Charlevoix Educational Support Professionals Association/NMEA/MEA/NEA

This Contractual Agreement is entered into between the Charlevoix Board of Education (the "District") and the Charlevoix Educational Support Professionals Association (the "Association") and shall be in effect until August 31, 2028.

The parties have negotiated in good faith over a number of issues that were necessary to the best interests of both the Board and the Association. The contract complies with all current, applicable state laws.

It is the agreement of the Board and the Association that:

1) The following 3-year agreement will be in effect from October 20, 2025 to August 31, 2028

2) Compensation:

2025-2026

- Full advancement on steps
- $2.50 increase, retroactive to September 1, 2025
- All bargaining unit members that were on the "Before 2011 salary schedule will receive the following additions to their wages, based on the new single tier schedule: Step 15 - $3.24 and Step 20 - $3.38

2026-2027

- Full advancement on steps
- $1.00 increase
- All bargaining unit members that were on the "Before 2011" salary schedule will receive a $1.00 increase based on their 2025-2026 wages

2027-2028

- Full advancement on steps
- $1.50 increase
- All bargaining unit members that were on the "Before 2011" salary schedule will receive a $1.50 increase based on their 2026-2027 wages

3) Amendments and additions to Article VIII (C), XII (F), XIV (E), XIX (C), XX (E), XXV (D), XXXIV (B)

FOR THE DISTRICT:

Signed by:
Jennifer Cunningham, Board President

Signed by:
Ben Muladore, Board Secretary

DocuSigned by:
Mike Ritter, Superintendent

October 20, 2025
Date

FOR THE ASSOCIATION:

DocuSigned by:
Bill Herriman, ESP President

DocuSigned by:
Troy Beasley, MEA UniServ Representative

DocuSigned by:
Nathan Fleshman, NMEA President

DocuSigned by:
Deb Larson, NMEA Liaison

October 20, 2025
Date