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AGREEMENT BETWEEN

BOARD OF EDUCATION

of

SAULT STE. MARIE AREA PUBLIC SCHOOLS

and

SAULT STE. MARIE EDUCATIONAL SUPPORT PROFESSIONALS

July 1, 2026, to June 30, 2029

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SAULT STE. MARIE AREA PUBLIC SCHOOLS SAULT STE. MARIE, MICHIGAN

EDUCATIONAL SUPPORT PROFESSIONALS AGREEMENT

December 12, 2023, to June 30, 2026

THIS AGREEMENT (the "Agreement"), effective December 12, 2023, by and between the Board of Education (the "Board") of Sault Ste. Marie Area Public Schools (the "District"), Sault Ste. Marie, Michigan, (collectively, the "Employer"), party of the first part, represented by the Michigan Education Association (MEA), the Educational Support Professionals unit, (the "Association"). The parties, having reached an agreement for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and promoting harmony and efficiency to the end that the parties may mutually benefit, agree as follows.

ARTICLE I
MANAGEMENT RIGHTS

SECTION 1 - Management Rights - The Board, on its own behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing;

a. the right to the executive management and administrative control of the school system and its properties and facilities, and the work-related activities of its employees;
b. to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
c. the exclusive right to plan the work, direct the work force, determine qualifications as referred to in this Agreement, hire new employees, and discipline employees for just cause; and

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d. to make reasonable provisions for the health, safety, and first aid of its employees during hours of employment.

The Board agrees not to use their management rights for the purpose of discrimination and any grievance arising out of the exercise of this right and responsibility shall be subject to the grievance procedure. This section is not to conflict or disagree with the Agreement between the parties or any state or federal law.

ARTICLE II
RECOGNITION

SECTION 1 - Recognition - The Association and the MEA shall be and is hereby recognized as the sole and exclusive collective bargaining agency for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the employees of the Board, as defined in this paragraph. The term "employees," as used in this Agreement, shall be defined by classifications as cooks, food servers, maintenance, secretaries, and paraprofessionals. Exemptions include administration, directors, supervisors, managers, bus mechanics, and non-association student and non-student support groups (i.e. advisors, CTE paraprofessionals, district administrative assistants, business service staff).

The Board shall not negotiate individually with any employee in the bargaining unit concerning wages, hours, or terms or conditions of employment.

SECTION 2 - Non-Discrimination - The Board recognizes and will not directly or indirectly interfere with the rights of employees to be members of the Association and will not discriminate against employees on account of Association membership or activity. Neither the Association nor any of its members will intimidate or coerce any employee or interfere with his/her right to work because of his/her refusal to participate in Association membership or activity.

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SECTION 3 – Association Meetings - An employee shall be able to attend Association meetings and functions (one per month) provided that prior notice (24 hours) be given to the supervisor. It is understood that the employee must make up said time. It is also understood that said request may be denied in emergency situations.

SECTION 4 - School Facilities - The Association shall have the right to use school facilities, as approved by the administration, for association related meetings. Telephones and inter-school mail will be available for legitimate Association business. Any costs associated with the use of the Employer's telephones will be reimbursed by the Association.

SECTION 5 – Staff Performance Recognition - The Board will recognize employees who have demonstrated outstanding individual and/or team performance. The Board shall establish a Board Policy and Administrative Guideline for such staff recognition.

ARTICLE III
REPRESENTATION AND GRIEVANCE PROCEDURE

SECTION 1 – Definition:

a. A grievance is an oral and/or written complaint upon an event or condition which is allegedly in violation of this Agreement.
b. The "grievant" is the person or persons making this claim.
c. The term "employee" is defined in Article I of this Agreement.
d. The term "days" shall mean school days during the academic year and calendar days when the administrative office is open during the summer months between academic years.

SECTION 2 – Grievance Requirements - Before submitting a grievance, the claimant shall discuss it with his/her immediate supervisor individually or together with his/her Association representative.

A written grievance shall:

a. Be signed by the grievant(s);

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b. Be specific;
c. Contain a synopsis of the facts giving rise to the alleged violation;
d. Cite the Article and section/subsection of the Agreement alleged to have been violated;
e. Contain the date of the alleged violation; and
f. Specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations set forth in this Article.

Employees attending mutually arranged grievance meetings will not lose any regular pay. Employees will not be paid extra for time spent outside of regularly scheduled hours.

SECTION 3 - Grievances - Any step of the grievance procedure may be extended by mutual written agreement between the parties. A matter involving two or more employees and the same issue, may be submitted by the Association as a class action grievance in writing within ten (10) days of the event giving rise to the grievance or not later than ten (10) days after the facts giving rise to the grievance should have reasonably been known to the employees involved. In no instance shall the time period extend thirty (30) days.

SECTION 4 - Grievance Procedure - To be considered in the grievance procedure, a grievance must be filed not later than ten (10) days after the event giving rise to the grievance or not later than ten (10) days after the facts giving rise to the grievance should have reasonably been known to the employee(s) involved.

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

STEP # 1:

An employee who has a grievance concerning his/her employment should promptly, and in no event later than ten (10) days after occurrence, inform orally his/her immediate supervisor. The Supervisor shall then set a place and time within the next five (5) days for an oral presentation

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of the grievance. If the aggrieved employee wishes, an Association representative may assist the employee in the oral presentation.
If the aggrieved employee does not receive a satisfactory answer within five (5) days after the oral presentation, the grievance may be submitted in written form to the immediate supervisor to be submitted to the Superintendent or his/her designee at Step #2, provided the submission is made within five (5) days following an unsatisfactory answer at Step #1 or lack of answer thereof.

STEP #2:
Upon receipt of the written grievance, the Superintendent will meet with the grievant within ten (10) days from the date the written grievance is submitted. The aggrieved employee may have an Association representative represent them at the hearing.

If the aggrieved employee does not receive a satisfactory answer or no answer within ten (10) days after the written grievance is heard in Step #2 by the Superintendent or his/her designee, the grievant may request that the written grievance be submitted to Step 3.

STEP #3:
Within ten (10) working days from receipt of the Step #2 answer, or lack of answer thereof, the association shall request the Michigan Employment Relations Commission (MERC) to assign a Mediator to assist in resolving the grievance if requested by the grievant. The aggrieved employee may have the assistance of an Association representative at the hearing as well as a representative of the MEA.

If mediation services are unavailable within 20 days from the transmittal date to MERC or unsuccessful, either party may advance the grievance to Step #4 within ten days of the conclusion of mediation or 30 days from the receipt of the Step #2 answer.

STEP #4:
Upon receipt of the grievance from Step 3, the Superintendent or his/her designee shall schedule a Step 4 meeting with the School Board to be held within ten (10) days. The aggrieved

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employee may have the assistance of an Association representative at the hearing as well as a representative of the MEA.

If the aggrieved employee does not receive a satisfactory answer or no answer within ten (10) days after the written grievance is heard in Step 4 by the School Board, the Association may give written notice to the Superintendent of its intention to give to arbitration.

STEP #5:
Within ten (10) working days from receipt of the Step #4 answer, or lack of answer thereof, either party may file for arbitration with the American Arbitration Association with a copy of the notice sent to the other party.

Either party desiring to arbitrate will notify the other party in writing setting forth the matter or matters to be arbitrated. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The selection of an arbitrator and the conducting of the hearing will be in accordance with their procedures and rules, and the Michigan Uniform Arbitration Act, MCL 691.1681 et seq., as amended. The arbitration proceedings shall be held at District offices. Both the Employer and the Association shall have the right to strike no more than three names from the list of arbitrators. The Association shall strike the first name; the Employer shall then strike one name. This process shall be repeated three times.

The decision of the arbitrator will be final and binding on the parties. The arbitrator will have no power to add to, detract from, or modify the Agreement, and the subject of a general wage increase shall not be subject to arbitration. The expense of the arbitrator will be borne equally by the parties hereto. A grievance, to be subject to arbitration, must involve the meaning or application of the Agreement or an alleged violation thereof. Employees attending grievance meetings shall not be paid extra nor lose time while attending such meetings.

Expedited arbitration may be utilized by mutual agreement of both parties.

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ARTICLE IV
DISCHARGE AND SUSPENSION

SECTION 1 - Discharge and Suspension - An employee who is discharged or suspended, who considers such discharge or suspension without just cause, may present a grievance within ten (10) days of such action, as provided in Article III to Section 4 Step 4 of the grievance procedure.

ARTICLE V
SENIORITY, LAYOFF AND PROMOTIONS

SECTION 1 - Seniority - Unit seniority shall mean the amount of seniority accumulated by the employee within the overall bargaining unit. Classification seniority shall mean the amount of seniority accumulated by the employee within each identified group within the bargaining unit.

The parties agree that a lottery system will be used for employees hired on the same date.

SECTION 2 - Loss of Seniority - Seniority shall be broken only by discharge, voluntary quit, retirement, or layoff for more than two (2) years, or not returning from a leave of absence within two (2) years. In the event of recall, a laid off employee shall be given one week's notice of recall by certified mail to the employee's last known address. In the event the employee fails to make him/herself available for work at the end of said one (1) week without an acceptable reason, all seniority rights shall be lost under this Agreement.

If the employee is absent from work for two (2) consecutive working days without notifying the Employer prior to or within such two (2) day period of a justifiable reason for such absence, if it was possible for such notice to be given, the employee shall lose all seniority rights under this Agreement.

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An employee in the bargaining unit who accepts a position with the Employer in another bargaining unit of the MEA, a supervisory position, or excluded position, will have their seniority in the bargaining unit and classification frozen as of the first day they accept the new position. An employee in the bargaining unit who accepts a position with the Employer in another classification within this bargaining unit will have their seniority in the classification frozen as of the first day they accept the new position.

An employee who transfers to a new position with the Employer has two years to indicate in writing to the Employer of their wishes to return to their former position in the bargaining unit and must return within the two-year period.

SECTION 3 – Promotion and Transfer - The parties recognize that job opportunity and security should increase in proportion to length of service and ability to perform the work. It is agreed therefore that in all cases of promotion, demotion, transfer, recall, and layoff the following factors shall be considered:

a. classification seniority
b. bargaining unit seniority
c. physical fitness for the work
d. ability (qualifications) to perform available work

The term "qualification," as used in this Article, shall mean the ability to perform the job duties, meet all physical requirements of the job, holding all required certifications and/or licenses, as well as having positive evaluations, attendance, and discipline records.

Where factors (c) and (d) are relatively equal, classification, then bargaining unit seniority shall be the governing factor.

Job announcements may be posted internally and externally for six (6) days. Jobs may be posted for fewer working days upon agreement of the Association and the Employer. When awarded a bid, the employee will be moved within twenty (20) working days.

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If an employee cannot be moved within twenty (20) working days due to staffing shortages and student safety needs, they shall be paid an additional $1.00 per hour until the move occurs. The person would be ineligible to transfer from that position until next school year.

SECTION 4 - Reduction in Force - In the event of a reduction in force that necessitates the layoff of any employee from the system, the employee with the least seniority within the bargaining unit will be the first to be laid off regardless of his position. However, to be retained or recalled the employee or employees must be able to perform available work efficiently.

Employees to be laid off for an indefinite period of time will be given a written notice of layoff at least ten (10) working days prior to the effective date. Notice will be provided to the Association.

When it is necessary to reduce the number of employees in any job classification due to elimination of the job, a reduction in the number of employees in that job or other reason, the employee on the job with the least seniority will be released from that job. Such employee will then be allowed to displace an employee with less unit seniority on another job classification provided the displacing employee is able to satisfactorily perform the duties of the job the employee seeks to displace into. Any employee displaced under this procedure will, in turn, have a like right until, by the process of elimination, the employee with the least unit seniority is laid off or, if no layoff is contemplated, is assigned other work by the Employer.

Employees on layoff shall be placed at the top of the substitute list and given priority status and will be paid the regular Association rate of pay for the job they are performing. Employees who are collecting unemployment compensation benefits agree to forfeit their eligibility for such benefits for the day(s) they are called to work and do not report for work.

If applicable, laid off employees shall have their sick leave frozen during the time of layoff.

Employees shall be removed from the layoff list after a two-year period and shall no longer be subject to recall.

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Any employee who has been accepted into a new position through the displacement procedure will be placed in the new position no later than 30 days after acceptance, when possible.

SECTION 5 - Probation - New employees shall be on probation for a period of ninety (90) working days before they accrue seniority rights and the right to release such probationary employees shall be vested exclusively in the Employer regardless of other provisions of this Agreement. Probationary employees retained more than ninety (90) working days shall have seniority from date of hire. The ninety (90) working day probationary period may be extended by administration by thirty (30) working days.

Within two weeks following the end of the probationary period, the employer will notify the Association secretary of the status of the employee.

If a vacancy is posted within the bargaining unit during an employee's probationary period, the employee will be permitted to bid providing they meet the prescribed qualifications, however, their selection shall be at the sole discretion of the Employer without recourse to the grievance procedure. If the employee is selected for the transfer, a new ninety (90) working-day probationary period will be required.

SECTION 6 - Permanent Vacancies - Within ten working days after the actual occurrence of a permanent vacancy, a notice will be electronically mailed to all employees in the bargaining unit. One paper copy will be sent by school mail to the Lead Association Representative. It is the Association Representative's responsibility to notify bargaining unit members of the position. The notice will contain the position, its location, and hours when less than full time. All positions will be abolished and re-bid that have a permanent minimum change of two hours in assignment or change that would cause a change in benefits or when there is a change in primary duties.
Should the position remain vacant after the bidding process, a new employee will be hired in a reasonable amount of time, if it is deemed that the position is necessary.

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SECTION 7 - Temporary Vacancies - Temporary vacancies shall be defined as any known vacancy expected to last more than 10 days. When temporary vacancies occur, they will be filled based on seniority and qualification without undue interference with the regular work schedule. Vacancies hereunder shall not be subject to the bidding procedure.

SECTION 8 - Performing Supervisory Work - When a supervisor is absent, the person appointed by the administration in writing, to take their place shall receive one dollar ($1.00) per hour above their present rate for the time spent replacing the supervisor.

Upon mutual agreement between the Association and administration, the administration may offer supervisory duties to an employee regardless of seniority. The administration will give initial consideration to employees within the bargaining unit. The supervisory duties are not considered automatically part of a specific work assignment. The employee has the right to refuse the duties, and/or accept a trial period of one year or less. At the end of the trial period, the employee may retain the supervisory duties or return to their formerly held position if possible or as an alternative, may be placed in another position at equal pay.

SECTION 9 – New Positions - The Employer will meet with representatives of the Association to review proposed changes to job descriptions and will provide the Association copies of any such proposed revised job descriptions. The job descriptions will be used for the posting of job vacancies.

Whenever the Employer establishes a new position, different and distinct from those now in existence, or makes a substantive change in an existing position, the Employer will immediately notify the Association, giving all pertinent information relative to the new or changed position. If the parties agree on a new rate of pay, it shall become effective with the institution of the new job.

If the parties are unable to agree on a new rate, or if they are unable to agree on whether or not a job change is substantive enough to warrant a rate change, the Employer may institute the rate proposed by the Employer, and the Association shall have ten (10) working days in which to

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file a grievance protesting the equity of such rate and the matter will be processed through the grievance procedure, including arbitration. In the event a grievance is filed hereunder, the Employer shall not be liable for back pay beyond the date the grievance was filed.

Any rate adjustments made hereunder shall be kept equitable with already existing rates.

ARTICLE VI
WAGES, HOURS, AND WORKING CONDITIONS

SECTION 1 – Schedules and Wages – The schedules for all positions are covered in a position's job description. Wage rates for all job classifications covered hereunder are shown in Appendix A - Wage Scales.

All employees shall receive a 15-minute break for every 4 hours worked and a 30-minute unpaid lunch. Lunch time shall be set in the position's job description. Cooks will receive a (30) minute paid working lunch period.

All employees will receive his/her payroll compensation by direct deposit. The administration will continue to place leave balances on electronic paycheck stubs.

SECTION 2 - Overtime - Time and one-half (1.5) shall be paid for all hours worked in excess of forty (40) hours per week. No employee will be required to take time off to offset overtime worked. All overtime must be preapproved by the employee's immediate supervisor. All hours working, including overtime, must be submitted to the employee's supervisor on a timesheet. Failure to follow these requirements will result in a denial of overtime pay.

Employees scheduled for an overtime assignment in any building will be given as much advance notice as possible and will be scheduled to allow adequate time prior to the commencement of the activity to prepare properly and adequate time afterward to close the building properly. In the event the employee is not given adequate notice and cannot fulfill the assignment, he shall notify a Supervisor of his inability to work the requested time.

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SECTION 3 - Temporary Transfer - An employee temporarily transferred to a higher rated position for a temporary period in an emergency or for vacation relief, sickness, etc., shall receive the higher rate. An employee may transfer within their classification to a position with longer hours before an outside substitute is called in. An employee temporarily transferred to a lower rated position for the convenience of the Employer shall receive their regular rate.

SECTION 4 – Emergency Conditions or Inclement Weather - Employees reporting for duty at the Employer's request for work which is outside of and not continuous with their scheduled work period, shall be guaranteed two (2) hours pay at the rate of time and one-half their regular rate.

If due to inclement weather or other emergency conditions, the school district is closed by order of the Superintendent, employees will not lose time or pay providing they are in pay status and are scheduled to work. If the District is closed due to an emergency, the employee may be required to perform other tasks for the Employer. Employees who report for work because of essential services requirements, shall be compensated at one and one-half times their regular rate of pay. At the beginning of the school year, the Employer shall inform employees who are assigned to "essential service positions."

When a delay is called for inclement weather, first shift cooks who are present and working will receive overtime pay for the actual hours they work during the delay. A two (2) hour delay during an eight (8) hour shift would result in six (6) regular hours and two (2) overtime hours.

SECTION 5 – Longevity Pay

Longevity Pay - Employees Hired before July 1, 20214

Longevity pay amounts are based on the length of total service to the Sault Area Public Schools and a percentage of the employee’s annual rate of base pay on the date of eligibility. The employee shall request Longevity pay by contacting the Personnel Office in writing. Longevity pay shall be for a period of consecutive years not to exceed 3 years and shall not be renewable.

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Longevity pay amounts are computed by multiplying the employee's base pay rate by the appropriate percentage from the following table based on years of service completed:

Years of Total Sault District Service	Longevity Pay Rate
14 but less than 20 years	2.75 percent
20 but less than 25 years	3.25 percent
25 or more years	3.75 percent

Dedication Pay – Full Time Employees Hired after July 1, 2014
Employees who have completed ten (10) consecutive years of service with the Employer and who have not received longevity pay with the district, and who are eligible for Michigan Public Schools Retirement benefits, will receive a $600 payment per contract year. This payment will be made into a District approved 403(b)/457(b) plan.

ARTICLE VII
LEAVES

SECTION 1 – Holidays - The employees will be entitled to the following holidays off with pay for regularly scheduled hours at regular rates for the following days only if normally scheduled to work the week of the holiday: New Year's Day, Good Friday (in lieu of Good Friday, Easter Monday or March Professional Development Day), Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Day after Thanksgiving, December 24, Christmas Day or day celebrated therefore, and New Year's Eve. Holidays occurring during Christmas and spring break are not subject to the above limitation. An employee required to work on a holiday will receive time and one-half for all hours worked in addition to the holiday allowance.

Should any of the above holidays fall on Saturday or Sunday, the employees will be granted a compensatory day off when school is not in session.

To be eligible, the employee shall have worked the last scheduled workday prior to and the next scheduled workday following the holiday unless the employee is on an approved absence. If the

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employee is on an approved absence that is unpaid either the day before or after, or both, they will not receive holiday pay.

SECTION 2 – Extended Leave of Absence - The Superintendent or Designee may consider a leave of absence without pay for one (1) year with the possibility of one extension for a second year. An employee desiring a leave of absence shall file a written request for such leave with the Superintendent, or designee, outlining the reason for such request and the duration of the leave requested and a copy of said request shall be sent to the recording secretary of the Local Association.

Leave of Absence will only be granted for appropriate reasons and no leave will be granted for the purpose of working elsewhere. Any employee working elsewhere during a leave of absence granted hereunder will be terminated immediately.

Leaves of absence will be for a predetermined time period and the employee will either:

a. return to work at the expiration of a leave
b. request and receive an extension of such leave
c. terminate his employment on the date the leave expires.

An employee on extended leave of absence will forfeit any right to bid on vacancies that may occur during such leave and will have no inherent right to any promotions that occur during such leave upon return to work.

Upon return to work after a leave of two (2) months or less, the employee will be returned to the job last held before such leave. An employee returning from a leave of two (2) months or longer will be placed in the job formerly held if possible or as an alternative, may be placed in another position at equal pay. Seniority will accrue during such authorized leave of absence.

SECTION 3 - Medical Leave of Absence - The Superintendent or Designee may consider a medical leave of absence without pay for one (1) year with the possibility of one extension for a

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second year for an employee who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick leave and vacation leave.

An employee desiring a medical leave of absence shall file a written request for such leave with the Superintendent or designee including evidence of disability satisfactory to the Employer. Any employee working elsewhere during a leave of absence granted hereunder will be terminated immediately.

Leaves of absence will be for the period of continuing disability, but not to exceed one (1) year, and the employee will either:

a. return to work at the expiration of a leave
b. request and receive an extension of such leave
c. Terminate his/her employment on the date the leave expires.

An employee on leave of absence may bid on vacancies, which occur during such leave; however, they must be able to assume the position within ninety (90) calendar days of the award date.

During any medical leave of absence granted, the employee shall continue to accumulate seniority.

Upon return to work after a leave of four (4) months or less, the employee will be returned to the job last held before such leave. An employee returning from a leave of four (4) months or longer will be placed in the job formerly held if possible or as an alternative, may be placed in another position at equal pay.

SECTION 4 - Child Care Leave - Childcare leave without pay will be granted at a time requested in writing by the employee for a period of not more than one (1) year after the birth/adoption of said child. Childcare leave may be requested in writing to the Superintendent for an extension of one (1) additional year.

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SECTION 5 - Funeral Leave - Each employee will be allowed up to three (3) days with pay, non-accumulative and not deducted from sick leave, for each death in the immediate family. Immediate family is interpreted to mean parent, parent of spouse, stepfather, stepmother, spouse, child or spouse of a child, brother, sister, stepchild, grandparents of employee or spouse, grandchildren, dependent relative living in the employee's household, brother-in-law, sister-in-law, and aunt and uncle of employee or spouse. An employee may be allowed to use accumulated vacation/PTO days, with approval of the Employer, if additional days are needed.

SECTION 6- Jury Duty or Witness - An employee who serves on jury duty or witness will be paid the difference between the pay for jury duty and their regular pay. Employees shall furnish a written statement from the court showing the day and time of jury or witness duty and the amount of jury or witness fees they were eligible to receive for each day.

SECTION 7- Leave Without Pay - Employees must use all applicable paid leave prior to requesting leave without pay. Employees taking Leave without Pay will cover the prorated premium cost of insurance. During any unauthorized leave of absence without pay of more than fifteen (15) consecutive calendar days, an employee will not be eligible for any fringe benefits paid by the Board including but not limited to hospitalization until a new school year begins in September.

SECTION 8 - Family Illness - Each employee shall be allowed five (5) days for illness in the immediate family, three (3) days are non-accumulative, and two (2) days may be deducted from sick leave or if applicable deducted from Paid Time Off (PTO). Immediate family shall be interpreted as husband, wife, mother, father, stepmother, stepfather, sister, brother, children, grandchildren, father and mother-in-law, and grandparents of employee or spouse, this also includes a dependent living in the immediate household. The term household is interpreted as those who dwell under the same roof and comprise a family or domestic establishment.

Employees may be permitted to use sick leave for a catastrophic illness of a family member subject to approval of the Superintendent or his/her designee. Decisions of the Superintendent or his/her designee are not subject to the grievance procedure.

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SECTION 9 - Sick Leave - For employees hired prior to July 2014 and Food Servers (Paraprofessionals and Cooks prior to July 2017) sick leave shall be earned as indicated below with the established maximum number of days per school year.

Cooks:	1.22 days per month up to a maximum of 11 days per school year.
Food Servers:	1.5 days per semester up to a maximum of 3 days per school year.
Maintenance:	1.35 days per month up to a maximum of 16.2 days per school year.
Paraprofessionals:	1.22 days per month up to a maximum of 11 days per school year.

Sick leave is subject to unlimited accumulation. Employees will be permitted to take time off for dental or doctor appointments if these appointments cannot be made during non-working hours and a substitute would not be needed, such time off shall be charged to the nearest hour from accumulated sick leave. These arrangements must be approved by the immediate supervisor. The employer may request a doctor's certificate covering any illness of three (3) consecutive days or more.

*Earned Sick Time Act: The district will follow the ESTA as per regulations.

SECTION 10 - Personal Business - For employees eligible for sick leave, Personal Business may be taken with advanced notice submitted in the absent management system at least five (5) days in advance. It is further understood that such leave shall not be granted for the first or last days of school nor on the first working days preceding or following a vacation period or holiday, except in cases of extreme emergency approved by the superintendent.

Allowances are as follows:

Cooks	2 days per school year non-accumulative with a third day deducted from sick leave. Up to 2 of the days shall be paid out if not used by the end of the year.
Food Servers	1 day per school year non-accumulative with a second day deducted from sick leave.
Maintenance	2 days per school year deducted from sick leave.
Paraprofessionals	3 days per school year non accumulative deducted from sick leave.

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SECTION 11 - Professional Development Leave - Upon request and with Superintendent approval and coverage, attendance at certain conferences, workshops and institutes for the upgrading of the employees' skills without loss of pay and with expenses paid by the Board will be permitted.

SECTION 12 – Vacation - Vacation must be taken for break periods and may be taken for hours/days that the employee is scheduled to work with advanced notice submitted in the absent management system at least five (5) days in advance. It is further understood that such leave shall not be granted for the first or last days of school nor on the first working days preceding or following a vacation period or holiday, except in cases of extreme emergency approved by the superintendent. Vacation schedules shall be established by the Employer and shall take into consideration requests of the employees according to seniority and a minimum of interference with the work.

Vacation Allowances are as follows:

Group Hire Date	Years/Days
Cooks Before July 2017	5-9 years / 13 days 10-14 years / 16 days 15 years + / 17 days Unused days will be paid out on June 30.
Maintenance* Before July 2017	20 years+ / 26 days Employees will be permitted to bank up to ten (10) days of vacation in any year and carry them over to the following year to be used in that year.
Paraprofessionals I Before July 2014	20 years+ / 26 days Unused days will be paid out on June 30.
Paraprofessionals II July 2014 - July 2017	3-6 years / 9 days 7-9 years / 11 days 10-14 years / 13 days

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	15-19 years / 18 days 20 years+ / 21 days Unused days will be paid out on June 30.

SECTION 13 - Paid Time Off - Paid Time Off (PTO) schedule for employees who do not qualify for Section 12 - Vacation.

PTO days will be granted to Cooks, Paraprofessionals and Secretaries for the number of school break days that are not already paid under Article VII Section 1 (Holidays) in accordance with the following:

Group	PTO
Cooks	5 days
Paraprofessionals	6 days
Secretaries	6 days

PTO days will be granted to Maintenance employees that are not already paid under Article VII Section 1 (Holidays) in accordance with the following:

Maintenance	21 days 5+ / 25 days

All employees may choose to bank any unused days up to a maximum of 5. All unused or unbanked PTO days accumulated through June 30th will be paid out. **Earned (PTO) may be used for Earned Sick Time Act (ESTA) purposes.**

Employees shall accrue these paid leave benefits in proportion to the number of days actually worked during the contract year. Any period of leave without pay shall result in a **corresponding reduction (proration)** of paid leave entitlements. The proration shall be

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calculated based on the ratio of days worked to the total number of scheduled workdays in the contract year.

ARTICLE VIII
INSURANCE

SECTION 1 - Insurance – The Board reserves the right to modify the insurance coverage or change carriers subject to the hard caps. Medical and other insurance will start at the beginning of the month after the first day of work.

SECTION 2 - Life Insurance Coverage - The Board will provide Life Insurance coverage, including double indemnity for accidental death and dismemberment, in the amount of $20,000.00. The Board shall pay the cost of this coverage.

The insurance outlined above shall be available to all employees who indicate a desire for such coverage immediately without a physical examination. Any employee who does not indicate a desire for such coverage immediately may be required to take a physical exam if he/she later requests such coverage, in accordance with insurance carrier rules.

SECTION 3 – Insurance Coverage – Part-time employees who elect coverage, are eligible for coverage based on the following participation rate:

Employees scheduled to work 6.00 hours to 6.69 hours per day may elect to receive single subscriber coverage for health, dental and vision insurance up to 100% of the single insurance cap. Those employees electing a two person or full family coverage will receive 70% of the insurance caps toward such coverage.

Employees scheduled to work 6.70 hours to 7.79 hours per day could elect to receive single subscriber coverage for health, dental and vision insurance up to 100% of the single insurance cap. Those employees electing a two person or full family coverage will receive 80% of the insurance caps toward such coverage.

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Employees scheduled to work 7.80 hours to 7.99 hours per day could elect to receive single subscriber coverage for health, dental and vision insurance up to 100% of the single insurance cap. Those employees electing a two person or full family coverage will receive 90% of the insurance caps toward such coverage.

SECTION 4 – Health Insurance – The Board will provide a partial premium towards medical insurance coverage, subject to the provisions of PA 152. This coverage shall be available for twelve (12) months to all eligible employees.

SECTION 5 - Dental Insurance - The Board will provide full family coverage for an incentive dental insurance plan for all employees in the bargaining unit, subject to the provisions of PA 152.

SECTION 6 - Prescription Drug Plan - The Board will provide prescription drug program insurance coverage subject to the provisions of PA 152.

SECTION 7 – Vision Insurance - The Board will provide full family vision insurance subscriber coverage for employees in the bargaining unit, subject to the provisions of PA 152.

SECTION 8 – Long Term Disability – The Board agrees to provide a Long-Term Disability insurance plan for all employees in the bargaining unit, such coverage starting after 180 calendar days of disability, at the rate of sixty percent (60%) of the employee's monthly salary at the date of disability, up to a maximum monthly benefit of $2,500.00 with a modified fill. Monthly benefits shall continue until death, age 65, or recovery, and for a maximum of two (2) years for alcoholism/drug addiction or mental/nervous reasons. All claims are subject to the provisions of the insurance underwriter. Any and all disputes are expressly barred from the scope of the Grievance Procedure and therefore from the jurisdiction of an arbitrator.

SECTION 9 - Short Term Disability – The Board agrees to provide a Short-Term Disability insurance plan for Secretaries with PTO. The coverage will begin after fulfilling the eight (8) day disability requirement. The weekly benefit shall be based on carrier benefit rates. The

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benefit will continue until the employee satisfies the requirements for Long Term Disability coverage as noted in this agreement.

All claims are subject to the provisions of the insurance underwriter. All disputes are expressly barred from the scope of the Grievance Procedure and therefore from the jurisdiction of an arbitrator.

SECTION 10 - Insurance Caps

Beginning January 1, 2027, hard caps will be funded to the state maximum as allowable per PA 152. Rates will be emailed to employees within thirty (30) days of publication.

Cap figures are applied to the total cost of premium, taxes, and fees as per PA 152. Co-pays shall be calculated for insurance costs from January 1 – December 31, and be spread over the January – December pays.

The Board reserves the right to modify the insurance coverage or change carriers subject to the insurance caps listed above.

The employee co-pay will be equal to any costs over the above rates and will be deducted from the employee's pay by payroll deduction. The Board agrees to maintain a qualified IRS Section 125 *Cafeteria* Plan that employees in the bargaining unit may enter into; employee portions will be deducted by a salary reduction agreement. In the event the said options become taxable, the Board shall not be liable for said taxes, subject to the provisions of PA 152.

ARTICLE IX
MISCELLANEOUS

SECTION 1 - Safety - The Board agrees to furnish all necessary services to provide for the health and safety of the employees while at work.

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The Board agrees to furnish rubber gloves and hair nets and other necessary devices for the Food Service Department while at work.

The Board agrees to purchase one pair of work boots annually for Maintenance.

SECTION 2 - Cellular Phone Reimbursement/Stipend - Any maintenance employee or maintenance secretary that carries a personal cellular phone and agrees to utilize their personal cellular phone for school business will be eligible for a $40.00 per month tax-free reimbursement or taxable stipend.

To receive a reimbursement, the employee will need to submit an expense reimbursement form and attach their cellular phone invoice to the reimbursement form. An invoice copy is required for each month reimbursement is requested. Reimbursements are done throughout each fiscal year. July through June forms must be submitted by July 30 of the new fiscal year to be reimbursed.

To receive a stipend, the employee will need to sign the District Cellular Phone Stipend form. Employees may elect to be paid monthly on the second pay of each month ($40.00) or annually ($480.00) on the last pay of the fiscal year.

SECTION 3 - Armed Services - Employees who enter the Armed Services, the parties agree to abide by applicable state and federal laws.

SECTION 4 - Employee Physical Ability - If a question arises as to the physical ability of an employee to perform work within the classification or on a classification for which the employee makes application, the Employer may require a physician's examination by a physician of its choice at the Board's expense. Should a medical question arise resulting from a different opinion given by the employee's personal physician, the parties hereto will choose a third physician, who, after consultation with the other two physicians, shall render an opinion. Such opinion shall be final and binding on the parties hereto. The expense of a third physician shall be divided equally between the parties.

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SECTION 5 - Validity - If any portion of this Agreement shall become invalid by reason of a change in any applicable statute, enactment of a new statute or a decision of any court of competent jurisdiction, that portion of the Agreement shall become invalid but other portions of the Agreement shall remain in full force and effect. The parties agree to meet and confer for the purpose of replacing the invalid provision keeping in mind the original intent of the parties.

SECTION 6 – Emergency Manager – An Emergency Manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq, may reject, modify, or terminate the Agreement as provided in the Act.

ARTICLE X
DURATION

THIS AGREEMENT shall be in full force and effect from July 1, 2026, until June 30, 2029. Either party shall notify the other of a desire to modify or terminate the agreement.

Such notice shall be given no less than ninety (90) days prior to any anniversary date or expiration date by Registered or Certified Mail and if by the Association be addressed to Board of Education, 876 Marquette Avenue, Sault Ste. Marie, Michigan 49783, and by the Board, to the MEA Petoskey Office at 1301 South US 131 Highway, Suite 1, Petoskey, MI 49770. Either Party, by like written notice, may change the address to which notice is sent.

The parties agree to meet for the purpose of negotiations as soon as a mutually acceptable date can be arranged and no later than May 15th.

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices between the parties. This includes any letters of agreement not attached hereto. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

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IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.

Sault Ste. Marie Board of Education

By: DocuSigned by: Amy Kronemeyer 663889536A5A4CA...

Superintendent of Schools

Dated: 8/3/2026

By: Signed by: Michelle Bennin CD929C3ACBBD479...

Chief Financial Officer

Dated: 8/3/2026

Sault Ste. Marie Educational Support Professionals

By: Signed by: 9F1106389BD14DD...

Bargaining Team Member

Dated: 8/4/2026

By: Signed by: 3C818C3229BC447...

Bargaining Team Member

Dated: 8/6/2026

By: _____

Bargaining Team Member

Dated: _____

By: _____

Bargaining Team Member

Dated: _____

By: Signed by: Scott Kelley E6D60CEFD9C54DA...

MEA 14C/16A UniServ Director (T)

Dated: 8/7/2026

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APPENDIX A

WAGE SCALES AND HOURS

	2023-2024	2024-2025	2025-2026
Cook - 32.5 hours Hired after 7/2014	18.00	18.90	19.66
Cook - 40 hours Shift Differential: 40c per hour before 9:30 am.	20.67	21.70	22.57
Lead Cook - 40 hours Shift Differential: 40c per hour before 9:30 am.	23.88	25.07	26.07
Food Server *	16.43	17.25	17.94
Paraprofessionals *	20.02	21.02	22.02
Secretaries * Hired after 7/1/2015	22.00	23.10	24.02
Maintenance * hired after 7/1/2011 Shift Differential: 2nd Shift 30 cents, starts on or after 12:00 p.m. but before 8:00 p.m. 3rd Shift .40 cents, Starts on or after 8:00 p.m. but before 5:00 a.m.	23.80	24.99	25.99
Maintenance*	25.00	26.25	27.30

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Shift Differential: 2nd Shift 30 cents, Starts on or after 12:00 p.m. but before 8:00 p.m. 3rd Shift .40 cents, Starts on or after 8:00 p.m. but before 5:00 a.m.			

*Hours for these positions will be included on the job description.

Hours for Cooks above are representative of hours and may change during the duration of this agreement as needed for District operations.

Extra Duty Assignments:

Assignments for extra duties that require additional hours will be based on seniority but will not cause overtime. If overtime must occur, the overtime hours will be offered based on seniority. No changes in regularly scheduled hours will be made to prevent overtime from occurring for these activities.

Bus Driving

1. All pay for maintenance who drive a bus when a substitute has not been called in to cover for the employee will be paid $30.08. Maintenance workers who drive a bus after working 40 hours in a week will be paid overtime according to current state laws.
2. For all field trips confined to a single day, the rate will be applied to actual driving time from departure until returning to base. Time shall be computed from the time the employee is ordered to report to work and registers in, and until the time the employee is effectively released from duty.
3. The Board of Education will pay the fee for the required CDL license as required in specific job descriptions.

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APPENDIX B
RETIREMENT, RESIGNATION, OR TRANSFER

SECTION 1 – Retirement - Those employees who have accumulated unused sick days in excess of 100 days will receive upon retirement, a one-time payment for the number of unused sick days accumulated during their last six (6) years of employment payable into the deferred compensation plan offered by the Board according to the following procedure:

	Eligibility	Rate
Cooks	5 hours or more per day 4 hours per day 3 hours per day 2 hours per day 1 hour per day	$40 per day $25 per day $20 per day $15 per day $10 per day
Maintenance Subject to Sick Day provisions above.	5 hours or more per day 4 hours per day 3 hours per day 2 hours per day 1 hour per day	$60 per day $25 per day $20 per day $15 per day $10 per day
Maintenance Benefit to any maintenance employee meeting eligibility.	Hired prior to July 1, 2008, with 15 years of consecutive service.	One month's pay at their established rate, upon the actual retirement plan payable into a deferred compensation plan offered by the Board.
Paraprofessionals	5 hours or more per day 4 hours per day 3 hours per day	$40 per day $30 per day $25 per day

SECTION 2 - Vacation/PTO Proration - Upon retirement, resignation, termination of services, or transfer to a position requiring fewer working hours or weeks of employment, employees shall receive any unused vacation allowance at the rate of pay received by them at the time the allowance was earned.