AGREEMENT BETWEEN
DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT
SUPPORT PERSONNEL ASSOCIATION

AND

DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

Effective
July 1, 2024
-
June 30, 2027

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DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION STATEMENT OF ASSURANCE
OF COMPLIANCE WITH FEDERAL LAW

The Delta-Schoolcraft Intermediate School District Board of Education complies with all federal laws and regulations prohibiting discrimination and with all requirements and regulations of the United States Department of Education. It is the policy of the Delta-Schoolcraft Intermediate School District Board of Education that no person on the basis of race, color, religion, national origin or ancestry, age, gender, marital status disability shall be discriminated against, excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the United States Department of Education.

Inquiries or complaints may be addressed to the Delta-Schoolcraft Intermediate School District Coordinator of Planning, Monitoring and Data Collection.

Authorized Signature:

Name: _____ Date: _____

Douglas A. Leisenring
Superintendent, Delta-Schoolcraft
Intermediate School District

This Agreement is entered into this **April 11, 2024** between the Delta-Schoolcraft Intermediate School District Support Personnel Association/MEA/NEA, an organization hereinafter called the **Association,** and the **Delta-Schoolcraft Intermediate School District**, hereinafter called the **Board**. Insurance changes resulting from this agreement will go into effect as soon as practical. The signatories shall be the sole parties to this Agreement.

WITNESSETH

WHEREAS, these parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, **IT IS HEREBY AGREED** as follows:

ARTICLE I
RECOGNITION

A. Recognition Provision: The Board hereby recognizes the Association as the exclusive bargaining representative for all Clerical Assistant to Project Coordinators, Custodial/Maintenance, Food Service Instructional Aides, Special Education Instructional Aides, Individual Health/Behavioral Aides, Receptionist, Career Technical Education Clerical/Teacher Aides, but excluding all secretarial and supervisory staff, substitutes, summer help, and all other employees.

B. Negotiations with Association: The Board agrees not to negotiate with any other organization other than the Association for the duration of this Agreement.

ARTICLE II
DEFINITION OF EMPLOYEE

The term employee as used in this Agreement shall include all personnel on the salary/hourly wage schedules as incorporated in this Agreement.

ARTICLE III
ASSOCIATION AND EMPLOYEE RIGHTS

A. Pursuant of the Michigan Public Employment Relations Act, the Board hereby agrees that employees of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection, or to refrain from such activity. The Board and Association undertake and agree that it will not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States such as rates of pay, wages, hours of employment or other conditions, by reason of his/her membership in the Association, his/her participation or lack of participation in any activities of the Association or collective negotiation with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment or non-participation or non-membership.

B. The Association and its representatives shall have the right to use the DSISD facilities when available during non-working hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore.

C. The Association shall have the right, with the prior approval of the department director, to use the office facilities and equipment but are to pay for any materials that are consumed.

D. The duly authorized representatives of the Association shall be permitted to transact official Association business in the DSISD facilities before and after working hours.

E. The Association shall have the right to post notices of Association concern on the official bulletin board in the Intermediate School District office and annexes. The Association may not use the interoffice mail service for communication to employees but may place non-political communications to its members in their mailboxes.

F. The Board agrees to furnish to the Association, in response to reasonable requests, all available information concerning the financial resources of the District.

G. The provisions of this district shall be applied without regard to race, creed, religion, color, national origin, age, gender and marital status.

H. The Board shall provide, at no cost to the Association president or designee, four (4) days of released time for the handling of Association business as deemed appropriate by the Association president. The Association agrees to notify the superintendent no less than one (1) week in advance of taking such leave. The Association will incur the cost for substitutes and the employees retirement when utilized.

ARTICLE IV
BOARD'S RIGHTS

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all rights, powers and authority the Board had prior to this Agreement are retained by the Board.

B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by the way of limitation, the right to:

1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.

2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.

3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees in accordance with the Articles contained in this Agreement.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distribution, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt rules and regulations.

6. Determine the qualifications of employees, including physical conditions as provided by law.

7. 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 or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.

8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

11. Determine the policy affecting the selection, testing or training of employees.

12. To hire all employees, to determine their qualifications and conditions for their continued employment.

13. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc. by employees including special programs.

14. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees and said rules and regulations are not subject to the grievance procedure.

15. To determine and re-determine job content.

C. There is exclusively reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of secretaries and their working conditions, which are not inconsistent with the provisions of this Agreement or violations of law. It is further recognized that the Board, in meeting such responsibilities and exercising its powers and rights, acts through its administrative staff.

D. Subject to the provisions of this agreement and Public Act 379 of the Public Acts of 1965, the school district reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

ARTICLE V
CONTINUITY OF OPERATIONS

A. Both parties recognize the desirability of continuous and uninterrupted operations and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

B. Emergency Closing of Schools: In the event that weather conditions or other acts of God require that the Intermediate School District be closed, the employer shall notify the employees by using electronic communication tools. Regular support personnel members will not be required to report for days/hours as allowed by State Law. All days or hours beyond those allowed will be rescheduled with the administration according to the school calendar and building assignment. Twelve month employees shall report as soon as feasibly possible or use appropriate leave time with agreement of supervisor after the above mentioned days are allowed.

C. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE VI
EXTENT OF AGREEMENT

A. Agreement in Writing: This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendments to this Agreement.

B. Priority of Agreement: This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Copies of the Agreement shall be printed at the expense of the Board and MESPA on alternate contracts and presented to all employees now employed by the Board.

ARTICLE VII
NEGOTIATION PROCEDURES

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. The parties undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. The number of representatives at the bargaining table shall be limited to five (5).

ARTICLE VIII
ASSOCIATION MEMBERSHIP

A. Association: Employees covered under this contract may elect to join the Association (NEA/MEA) or not pay dues or service fees.

ARTICLE IX
GRIEVANCE PROCEDURE

A. A claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

B. Step 1 - Immediate Supervisor: In the event that an employee believes there is a basis for a grievance, the employee shall first discuss the alleged grievance with his/her supervisor either personally or accompanied by his/her Association representative. The grievance must be filed within fifteen (15) working days of the occurrence of the alleged grievance, or within fifteen (15) working days of when such events should reasonably have been discovered. If, as a result of this informal discussion with the supervisor, a grievance still exists, the employee may invoke the formal grievance procedure through the Association on a written form which shall be available from the Association. A copy of the grievance form shall be delivered to the supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him. Such written grievance shall be filed within ten (10) working days of the response by the supervisor. The written grievance shall include facts underlying the grievance, articles allegedly violated and the relief sought. Within ten (10) working days of receipt of the grievance, the supervisor shall meet with the grievant and/or Association representative in an effort to resolve the alleged grievance. The supervisor shall indicate his/her disposition of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy thereof to the Association. A "working day" is defined as a day in which the administrative offices are open.

C. Step 2 - Referral to Superintendent: If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within ten (10) working days of such meeting, the grievance shall be transmitted to the superintendent within ten (10) working days of the written response or prior meeting. Within ten (10) working days, the superintendent or his designee shall meet with the Association on the alleged grievance and shall indicate his/her disposition of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy thereof to the Association. After step 2, either side may request non-binding mediation through MERC.

D. Step 3 - Referral to Board of Education: If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within ten (10) working days of such meeting with the superintendent, the grievance shall be transmitted to the Board of Education within ten (10) working days of written response or prior meeting. Within the ten (10) working days, the Board shall meet with the Association on the grievance and shall indicate its disposition of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy thereof to the Association.

E. Step 4 - Arbitration: If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period provided, the matter may be referred to arbitration. Individual employees may not arbitrate. The matter may be referred to arbitration only by the Association, provided that notice to refer the matter is given to the Board within ten (10) days from the date of the Board's written decision at Step 3. Within ten (10) days after the date of the written request for arbitration, a committee of the Board or its designated representative and the Association or its designated representative shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

   The arbitrator shall hear the grievance in dispute and shall render the decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the employer, the Association, and the employee or employees involved.

   The arbitrator shall have no authority except to pass upon alleged violations of the provisions of this Agreement and to determine disputes involving the application of interpretation of such provisions and shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of Michigan School laws.

F. Fees and Expenses of the Arbitrator: The arbitrator's fees and expenses shall be shared by the employer and the Association equally. The expenses and compensation for attendance of any employee, witness or participant in the arbitration shall be paid by the party calling such employee, witness or requesting such participation.

G. Time Limits: The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. If the grievance is not advanced to the next step within the allotted time limit by the grievant, it shall be deemed abandoned. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits

may result in hardship to any party, the superintendent and the employee or Association shall meet to determine adequate time limits which would expedite the processing of the grievance.

H. Expiration of Contract: Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

I. Exclusion: The termination, layoff, discipline, and evaluation of a probationary employee shall not be subject to the grievance procedure.

J. If an individual employee has a personal complaint which he/she desires to discuss with the superintendent, he/she is free to do so without recourse to the grievance procedure.

ARTICLE X
ILLNESS AND PERSONAL LEAVE

A. Sick Leave: It shall be the policy of the Board to allow 13 days of paid sick leave per year, prorated for the number of actual days worked. One day will be earned for each 14 days worked, but in no case shall the number of days exceed 13 in any one fiscal year (fraction to be defined as the closest to .50 of a day - for example: 10.10 = 10.5 days, 10.52 = 11 days). Sick leave must be taken in minimum fifteen (15) minute increments. These 13 sick days will be credited to an employee's sick leave account on the first day worked of each school year. Sick leave is for a necessary absence from duty due to the employee's own illness, injury, maternity, or medical/dental appointment. Compensation of all unused sick time over 100 days will be paid out at $50 per day at the end of each school year.

Medical procedures with an anticipated absence exceeding three consecutive workdays shall require a physician's verification of illness or disability before the first day of leave and authorization to return to service. DSISD may require a second medical opinion as described under Article X Section F.

In order to receive the first day of sick leave, employee must be present at work. Sick days used, up to yearly amount, will be deducted as they are used during the year, and summer school staff will be able to use their accumulated sick leave during this period. Unused sick days shall accumulate up to 100 days.

Up to 10 days sick leave per year shall be allowed for illness of any employees family member including absences due to maternity or for illness. A family member includes:

1. a biological, adopted or foster child; stepchild or legal ward, or a child to whom the employee stands in loco parentis;
2. a biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or the employee's spouse, or an individual who stood in loco parentis when the employee was a minor child;
3. an individual to whom the employee is legally married under the laws of any state;
4. a grandparent or grandchild; and
5. a biological, foster, or adopted sibling.

Extended leaves will be considered on a case by case basis.

B. Absence for Death: Absence without loss of salary shall be allowed for three (3) working days with pay as funeral leave days, for each member of the immediate family defined to include

1. a biological, adopted, or foster child; stepchild or legal ward, or a child to whom the employee stands in loco parentis;
2. a biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or the employee's spouse, or an individual who stood in loco parentis when the employee was a minor child;
3. an individual to whom the employee is legally married under the laws of any state, live-in/long-term partner, or ex-spouse.
4. a grandparent, spouse's grandparent, or grandchild; and
5. a biological, foster, or adopted sibling or spouse's biological, foster or adopted sibling.

No more than ten (10) sick leave days per year shall be allowed for the death of a member of the employee's immediate family but the Superintendent may grant additional funeral leave. If additional days are granted, those days will be deducted from the employee's accumulated sick leave or will be unpaid if the employee has no remaining accumulated sick leave.

C. Personal Leave: At the beginning of every school year, each bargaining unit member shall be credited with three (3) personal days prorated for the number of actual days worked. Two (2) additional days of personal leave can be used and deducted from sick leave. Personal leave must not be taken on the first or last day of the official school year. Personal leave may be taken before or after a holiday. Prior notification must be given to the appropriate supervisor is subject to administrative approval, and substitute availability. Unused personal leave will be credited to an employee's sick bank at the end of the school year.

Employees who have reached step 20 and beyond with the district will receive a total of 2 additional personal days.

D. Retirement: Upon retirement (receipt of MPSERS benefits) and after 10 years of employment with DSISD**,** an employee shall receive 20% of their regular contracted salary not to exceed $5,500.00. Regular contracted salaries are those quoted in the annual salary and do not include reimbursement for summer work unless the position is a 12-month position. This benefit will be calculated on the highest-earning year in the previous three years. The payment will be made into a tax deferred special pay plan on behalf of the employee. In the event of the death of the eligible employee the payment shall be made to the beneficiary on file. Employee has six months after the date of retirement to enroll and open the special pay plan. Failure to open the special pay plan within six months after the date of retirement will result in loss of this benefit.

Employees shall be eligible for such benefits only upon the express condition that no less than one (1) year prior to the effective date of termination the employee completes, signs and personally hand delivers to the Office of the Superintendent (on a form supplied by the superintendent's office) a written notice of resignation. If the employee cannot give such notice, the payment may be delayed six (6) months.

The employee may rescind in writing to the superintendent their resignation without loss of benefits. The request to rescind "notice of resignation" must be submitted three (3) months prior to their official date of severance. The request to rescind shall be limited to one time.

In the event the employee dies while in the employ of the district and would otherwise have qualified under the terms of this clause for termination pay if the employee had terminated his/her employment by choice, the district agrees to pay in a lump sum to the employee's designated life insurance beneficiary, the amount of terminal pay the employee would otherwise have received.

E. Jury Duty: Any employee called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter or who shall be asked to testify in any arbitration or fact finding shall, upon reimbursement by the Court, shall reimburse the school district for all money received except any mileage allowance. If the employee is released before the end of the work day, he/she shall contact the supervisor about whether to return to work.

F. Physical Examination: Upon the recommendation of the superintendent, the Board may require an employee to submit to a physical examination by a licensed physician to determine whether involuntary sick leave is warranted. The cost of the requested examination will be paid by the Board.

ARTICLE XI
UNPAID LEAVES OF ABSENCE
FMLA

A. An eligible employee (as defined by the Family and Medical Leave Act FMLA) is unable to work because of personal illness or disability, will be placed on FMLA leave. The employee may use paid leave during this time and, when exhausted, may use the remainder of the twelve (12) week period as unpaid leave. It is understood that paid sick leave and FMLA time will run concurrently.

1. All provisions of FMLA apply to eligible employees.
2. An employee on unpaid leave of absence or receiving disability benefits will not earn vacation days, sick days, seniority or be paid for holidays.
3. An employee will provide written notice to their supervisor requesting leave thirty (30) days in advance or as promptly as possible.
4. Upon return from leave, the employee shall be assigned to either the same position from which leave was taken or to a position for which the employee is certified (or approved, as applicable) and qualified. Compliance with the above standards shall be considered as restoration to an equivalent position. Restoration may be denied in the event of reduction in staff.
5. If the employee on his/her own volition (not due to continuation of the qualifying event) fails to return from FMLA, he/she shall reimburse the district the health insurance premiums paid by the district.

UNPAID LEAVES OF ABSENCE

B. A leave of absence shall be granted to an eligible employee to enable him/her to assist before, during, and after the birth (or adoption or foster care placement) of a child. This leave shall be for a period of up to one (1) year and must be taken within twelve (12) months of the birth, adoption or foster care placement of the child. Leave extensions shall be at the Board's discretion.

1. Employees accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the birth of placement requires leave to begin in less than thirty (30) days, notice shall be given by the employees as promptly as is practicable under the circumstances.

2. Upon return from said leave, the employee shall be reinstated to the former position, or to a position of like nature, seniority and salary schedule position held prior to commencement of the leave. Assignment to a position for which the employee is certified (or approved, as applicable) and qualified shall be considered as restoration to an equivalent position. Restoration may be denied in the event of a reduction in staff.

C. Other Unpaid Leaves of Absence: The district, upon application of the employee may grant an unpaid leave of absence for a period of up to one (1) year.

The approval or non-approval of such leave shall be at the sole discretion of the Board. Such leave, upon written request by the employee, may in the discretion of the Board, be extended for an additional one (1) year period. There shall be no fringe benefits paid during such leave or in the extension. Upon return from leave, an employee shall be assigned to an equivalent position as agreed upon at the time the leave was granted.

D. Military Leave: A military leave of absence shall be granted to any employee who shall be inducted for military duty in any branch of the armed services of the Unity States. Upon return from such leave, the employee shall be placed in employment with the district according to the Soldier's and Sailor's Act.

E. All employees on unpaid leave under the provisions of Article XI shall retain their position on the salary/wage schedule, their seniority and their unused sick leave (except under FMLA- the employee may save five (5) paid sick days) while on an unpaid leave of absence.

F. This article will become null and void for any employee who is employed elsewhere during an unpaid leave of absence.

ARTICLE XII
SENIORITY, LAYOFFS AND RECALLS

A. Definition of Seniority: Seniority shall be defined as length of employment in the district. Seniority will be earned on the basis of full days worked. A full day is defined as at least 6.5 hours. Full year seniority is based on 183 full days per school calendar year, not to exceed one year. Seniority for employees working less than 183 full days will be prorated. Sick days and personal days are considered days worked.

B. Layoffs: Should changes in conditions make necessary a general reduction in the number of persons employed, or the number of hours an employee works, the Board will retain

those employees having the most seniority in the district. In no case shall a new employee be hired by the district while there are laid off employees who are qualified for a vacant position or a newly created position. Employees whose positions have been eliminated due to a reduction in the workforce or have been affected by a lay-off shall have the right to assume a position for which they are qualified which is held by a less senior employee.

No employee shall be laid off pursuant to a necessary reduction in the workforce unless said employee shall have been notified of said lay-off at least ten working days in advance of the effective date of the lay-off in writing unless that employee has an assignment as an individual health care and/or behavior aide. In such cases, layoff may be sooner than ten (10) working days, in no case less than five (5) working days, when the student is ill or known to require a long term absence before returning.

C. Trial Period: Employees who apply for another position will be on probation for thirty (30) work days. The Board reserves the right to reassign the employee to their original position if their performance is unsatisfactory without identifying cause. If dismissal is necessary, the employee will have due process and just cause.

D. The employee who was bumped out of their original position will have the first choice to return to this prior position during the 30 day probationary period.

E. In the event of a reduction in the work hours in a classification, an employee may claim seniority over another employee for the purpose of maintaining their normal work schedule provided they have greater seniority and qualifications than the employee they seek to replace. This will be done in a one day bump meeting once staffing positions are known.

F. A laid off employee shall be given preference in substituting when the need for a substitute arises in the district. The employee shall indicate in writing their interest in subbing. After two refusals, the employee may be dropped from the sub list.

G. Laid-off employees shall be recalled in the reverse order of lay-off to any position for which they are qualified. The employee will be determined to be assigned to that position after a probationary period of 30 work days. Following a 30 work day probationary period, the employee's supervisor will evaluate that performance and in consultation with the Superintendent determine competency for the position assigned.

H. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report to work within 10 working days from the date of receiving the notice of recall, he/she shall be considered a quit. In proper cases, exceptions may be made.

I. Staff members issued a layoff notice prior to the end of the school year and rehired at the start of the following school year shall have any unemployment compensation drawn during the regular summer vacation deducted from their gross salary for the following year.

J. Association members placed on layoff shall retain their seniority with the District for a period of up to two (2) years unless they refuse a position by recall, or resign at an earlier date. Employees with unsatisfactory evaluations or disciplinary record may not be subject to recall.

K. Probationary Period: Each new employee shall work an 90 work day probationary period with a monthly employment conference with their immediate supervisor. Prior to the end of the probationary period, the dismissal of the employee shall not be subject to the grievance procedure. Upon the employee's request, reasons for dismissal shall be given to the employee.

ARTICLE XIII
VACANCIES, PROMOTIONS AND TRANSFERS

The Board declares its support of the policy of filling vacancies from its own qualified bargaining unit members whenever possible.

A. Definition of Vacancy: A vacancy shall be defined as an opening of an existing or a newly created position as identified in ARTICLE I - RECOGNITION of this Agreement. Any position increasing 50% or more in time shall be posted. Example: 4 hours to 6 hours requires posting.) In addition, anytime a part-time position increases to the extent that it becomes a full time position, such position shall be posted.

B. Posting of Vacancy: Whenever a vacancy arises or is anticipated for a position the Board shall email and post on the district website and notify the Association president not less than five (5) work days before applications are closed. Such notification shall be considered the official notice to the Association. The filling of vacancies shall be based on qualifications and where qualifications are equal, the most seniored person would be hired (as defined in Article XII, Paragraph A).

C. The district agrees to provide substitutes when temporary vacancies occur in the district. Temporary assignments for the purpose of filling vacancies of employees who are absent for a period of more than 40 working days will first be granted to the most seniored qualified part-time bargaining unit member for the vacant position. After temporary assignment is completed, part-time bargaining unit member shall return to previous assignment.

D. When positions become vacant or are created, bargaining unit members may be allowed to hold more than one position within the district provided seniority requirements are met, the employee is qualified for the position, the District not be required to grant an employee an additional assignment resulting in the employee receiving overtime or working in excess of 40 hours per week, and the schedule of the extra position does not conflict with the regular schedule of the bargaining unit member.

E. Summer Assignments: Summer assignments will be made by seniority in classification and shall be posted no later than May 15th.

F. Certification: In the event the District requires instructional aides to become certified, the current employees will be grandfathered unless certification/additional coursework is required by law. Internal training will be provided as needed.

ARTICLE XIV
EVALUATIONS/DISCIPLINE/SUSPENSION/DISCHARGE

A. Evaluation: All employees will be evaluated in their first year, and at least once every three years. The employee will be evaluated by a member of the administrative staff who is familiar with the employee's job performance. The evaluation will be filed in the employee's personnel file and a copy provided to the employee.

B. Discipline: No employee shall be disciplined (including warnings, reprimands, suspensions or other disciplinary actions) for reasons that are arbitrary or capricious. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds forming the basis for disciplinary action will be available to the employee and the Association in writing.

ARTICLE XV
WORKING HOURS

A. Special Education

1. Individual Health/Behavior Aides, Instructional Aides, and Food Service Instructional Aides will report for work between 8:00 a.m. and 8:30 a.m. The normal working day will conclude between 3:00 p.m. and 3:30 p.m. One-half (1/2) hour per day will be granted for an unpaid duty free lunch in accordance with the schedule provided by the Program Supervisor. The actual hours worked per day will be 6.5. The number of days scheduled may be less than 183 if an increase in daily minutes is needed to match LEA calendars.

   On occasion staff members will be requested to stay for meetings which will extend beyond the normal working day.

2. Any bargaining unit member required to work during their duty free lunch time shall be allowed the equivalent compensation time. This time shall be documented on an employee time card at the end of the day, must be approved by their immediate supervisor, is not to exceed 3-1/2 hour time block and cannot be carried over into the following school year.

B. Career-Technical Education

1. Aides will be scheduled and paid for the actual hours in the classroom. The number of days scheduled may be less than 183 if an increase in daily minutes is needed to match LEA calendars.

2. Career-Technical Education Aides will be scheduled by the Director of Career-Technical Education as needed.

C. Custodians

1. Full-Year Custodian: Eight (8) hours per day at 12 months is considered full time with a one-half hour duty free lunch to be scheduled by the Maintenance Supervisor or Program Supervisor. Starting time will be flexible based on the needs of the building, will be set by the administration, and can change during the school year.

2. Split-Position Custodians: Eight (8) hours per day for more than 183 days is considered full time with a one-half hour duty-free lunch to be scheduled by the Maintenance Supervisor or Program Supervisor. The number of hours split between

the instructional aide position and custodian position will be determined by the administration and can be changed during the school year.

ARTICLE XVI
PAYROLL

A. Bargaining unit members working more than 200 days per year or for 12 months will have 26 paydays.

B. Bargaining unit members working five days a week and 6 ½ hours per day during the school year may elect 20, 20 plus 1, or 26 paydays.

C. Bargaining unit members working less than five days a week or less than 6.5 hours per will be paid by time card and may not elect 20, 20 plus 1 or 26 paydays.

D. Bargaining unit members who advance from a part-time position to a full- time position (6.5 hours per day, 5 days per week) during the school year will continue to be paid by timecard until the following school year.

E. Bargaining unit members moving to part-time from full-time status during the school year will no longer be eligible for 20, 20 plus 1 or 26 pays. Instead will be paid by time card for the rest of that school year.

F. Any changes in payroll deductions, insurance, etc. are the responsibility of the employee and must be clarified with the Business Office.

ARTICLE XVII
FLEX DAYS

Flex days will include those days during the normal school year in which an employee will not work because of the necessity to be employed outside the normal school year.

Such days will be approved in advance by the Director of Special Education, Career-Technical Education or the Superintendent.

ARTICLE XVIII
SALARY

A. Career-Technical Education Aides: Career-Technical Education Clerical/Teacher Aide, will be scheduled by the Career-Technical Education Director. The number of days per year will be determined and paid according to the salary schedule which is a part of this Agreement.

B. Special Education Instructional Aides, Individual Health/Behavioral Aides and, Food Service Aides will be scheduled by the Director of Special Education and paid according to the salary schedule which is a part of this Agreement.

C. Bargaining unit members who sign up for and work summer employment shall receive their hourly rate of pay. Bargaining unit members who do not sign up but are later called and agree to substitute during the school year or the summer on an on call basis shall receive their hourly rate of pay.

D. Aide as Substitute Teacher: In the event that a substitute teacher is not available, aides who are certified to be substitute teachers will be assigned as a classroom substitute teacher for the day. The ability to be a classroom substitute teacher will be offered on a rotating basis to all aides certified to be a substitute teacher, except in cases where the administration feels a specific aide is needed based on the needs of students in that room. If no aides volunteer, the administration will decide who is going to be a substitute teacher. If an aide fills in anything less than a half day, the receive $25.00, and anything over a half day, they receive $50.00.

ARTICLE XIX
FRINGE BENEFITS

A. Medical Insurance: The employer will pay the annual allowable hard cap amounts beginning January 1 of each year towards the total cost of medical insurance premiums for employees working at least 1098 hours up to the full family rate or employees may apply the employer paid single employee health insurance cap, to monthly salary, prorated for the number of actual days worked. In the event the state hard cap has been eliminated, the final state hard cap amount is in effect until a new medical insurance contribution is negotiated.

The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UP APA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation on the following January 1. Should the district no longer participate in the UP APA, or if the UP APA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life, and long term disability benefits are still subject to this collective bargaining and are listed elsewhere in this contract.

District agrees to prefund the MESSA ABC Plan 1 HSA deductible at the beginning of the enrollment period. Employee will reimburse the district the remaining portion of the unpaid deductible if they terminate their employment before the end of the 12 months of coverage. The unpaid deductible can be deducted from the remaining paychecks.

An open enrollment for insurance will occur in May for July 1st and in October for January 1st.

Rates will adjust annually beginning on January 1 of each plan year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. Except in the final year, when no increase in rate (after June 30) will occur until after a successor Agreement has been reached.

B. Dental Insurance: Employees working at least 1098 hours will receive Delta Dental 100/100/80 (Class I-III) with a $3000 annual maximum, Class IV at $3000 lifetime max, with 2 cleanings/year. Employees working at least 915 hours will receive 75% premium coverage.

C. Vision: VSP III Plus P 250CL - Employees working at least 1098 hours will receive 100% premium coverage. Employees working at least 915 hours will receive 75% premium coverage.

D. Employees will receive $50,000 term life insurance. Employees can purchase their own life insurance per procedures from the Business Office. An employee working less than 915

hours will receive only term life insurance. Retirees are eligible to receive a $10,000 term life insurance policy through age 65.

E. Long Term Disability: Long Term Disability Insurance with a 30 day calendar waiting period will be provided for bargaining unit members. Coverage will be based on MESSA Quote ID #354625.

   AD & D Insurance: Accidental Death and Disability Insurance will be provided in the amount of $50,000.

F. Any bargaining unit member that does not qualify for health insurance may purchase the health insurance through payroll deduction with pre-tax dollars.

G. The district will maintain a plan year January 1 to December 31 insurance coverage and eligible non-retiring staff will be provided insurance for the months of July and August. Retiring personnel with district paid insurance coverage will have coverage in effect until the last day of the month in which they retire. Terminating employees with district paid insurance will maintain coverage until the earlier of: the date new coverage begins or the last day of the month in which they terminate employment. In the event of layoff, eligible persons will have their coverage continued until the last day of the month of layoff.

ARTICLE XX
MILEAGE AND TRAVEL

All mileage and travel reimbursement must be approved by your immediate supervisor prior to incurring the expense. Reimbursement for mileage will be at the IRS rate. Per diem rates will be set annually by the administration.

ARTICLE XXI
SCHOOL CALENDAR

Bargaining unit members shall work all student contact, professional development and work days not to exceed 183 days, except for custodian and receptionist. The custodians will work the schedule described under Article XV Section C. The receptionist will be considered a 10-month full-time employee at 183 days working 8 hours per day. The administration can add days to the receptionist calendar as needed. The receptionist will be considered a full-time 12-month employee at 230 days. Calendars for the remaining school years covered under this contract will be distributed to staff members upon finalization.

ARTICLE XXII
VACATIONS

A. Vacation days will only be provided for 12 month full year employees and will be earned as follows:

All Years of Contract	
1-7 years	12 days
8-15 years	16 days
16+ years	19 days

Vacation days will be earned on a prorated basis if scheduled less than eight hours per day. A full year is considered to be 261 days. Vacation days may accumulate up to 25 days. Unused days over 25, will be converted to sick time. Under special circumstances, with a two-week notice, extensions may be granted by the Superintendent.

B. Vacation days may be used as earned, but are subject to approval by the administration.

ARTICLE XXIII
HOLIDAYS

Employees will receive their regular rate of pay for the holidays listed below under their respective group during the course of their employment.

10 Month Employees	**Holidays**	**12 Month Employees**- employees listed under ARTICLE XXII A
1	**Labor Day**	1
2 Thursday & Friday	**Thanksgiving** (Employees will work the Wednesday before Thanksgiving if students are in session)	3 Wednesday, Thursday & Friday
0*	**Christmas Eve**	1
1	**Christmas Day**	1
0	**Winter Break** (Days between Christmas & New Year's)	3
1	**New Year's Eve**	1
1	**New Year's Day**	1
1	**Good Friday**	1
1	**Memorial Day**	1
0	**Fourth of July**	1
8 Days*	**Total Holidays**	**14 Days**

***Ten month employees on step 20 and higher**, will earn one additional holiday (Christmas Eve), for a **total of 9 Days**.

ARTICLE XXIV
MISCELLANEOUS

A. In-service shall be provided on record keeping days unless the parties mutually agree there are no issues.

B. The Union President shall be notified of any change of employee's position (such as reduction/increase of hours, job description change, new jobs, layoffs, or hiring of new employee, etc.). This shall include jobs created with grant monies.

C. Student Assistant- The student will work 3 hours per day during the school year, and 8 hours a day seasonally during the summer to clean and prepare the Learning Center, and the Career-Tech Center. The student may remain employed through their sophomore year in college not to exceed 3 years beyond high school.

D. Bidding on Assignments- Before bidding occurs, positions will be identified by classification of student, level, and Teacher. This process will not preclude the Administration from changing an employee's assignment on a day-to-day basis due to short staffing or other immediate needs. If an Instructional Aide position is created or an opening occurs during the school year, it will be filled with a new hire until the following year when the annual bidding occurs. If a 12-month position becomes open, it will be posted and filled.

ARTICLE XXV
Emergency Financial Manager

If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

ARTICLE XXVI
DURATION OF AGREEMENT

Immediate effect upon Ratification with expiration being June 30, 2027.

Support Staff Salary Schedule
2024/2025, 2025/2026 and 2026/2027

Steps	Hourly Wage
1	$16.10
2	$16.50
3	$16.90
4	$17.30
5	$17.70
6	$18.20
7	$18.70
8	$19.20
9	$19.70
10	$20.20
11	$20.70
12	$21.20
13	$21.70
14	$22.20
15	$22.70
16	$23.90
17	$24.10
18	$24.30
19	$24.55
20	$24.80

*Longevity - $300 added each year after step 20

The district will provide all existing staff a $500 stipend at the end of the 23-24 school year.

This is a three-year schedule implemented on July 1, 2024. The scale will not change for the next three years, but SPA members will move to the next step annually on July 1.

The district agrees to implement the new hard cap number for insurance annually in January.

DSISD School Board
Agreement with the
DSISD Support Professional Association

June 3, 2024

MESPA ASSOCIATION

By: _____
Co-President

By: _____
Co-President

By: _____
M.E.A. Representative

BOARD OF EDUCATION

By: _____
Superintendent