AGREEMENT

BETWEEN

GLADSTONE AREA SCHOOLS

AND

GENERAL TEAMSTERS LOCAL UNION NO. 406

EFFECTIVE

JULY 1, 2025

THROUGH

JUNE 30, 2028

BY: TEAMSTERS LOCAL 406 / ESCANABA

GLADSTONE AREA SCHOOLS

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AGREEMENT

THIS AGREEMENT, made and entered into on this 19TH day of January 2026, by and between **GLADSTONE AREA SCHOOLS**, party of the first part and hereinafter termed the "EMPLOYER," and **GENERAL TEAMSTERS LOCAL UNION NO. 406**, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at Escanaba, Michigan, party of the second part, hereinafter called the "UNION."

WITNESSETH

WHEREAS, both parties are desirous of preventing labor disputes and maintaining a uniform wage scale, working conditions and hours of the employees of the Employer, and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

ARTICLE I
RECOGNITION

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

All full-time and part-time non-certified employees of the Gladstone Area Schools whose job classifications appear in Article XXXIII – Classifications and Wage Scale of this Agreement, but specifically excluding certified employees, substitute teachers, professional employees, supervisors, mechanics, maintenance employees, and confidential employees as defined by the Commission.

ARTICLE II
UNION MEMBERSHIP

SECTION 1. Employees covered by this Agreement shall have the right to freely organize, join, and support General Teamsters Local Union No. 406 for the purpose of collective bargaining. The Board agrees it will not discourage, deprive, or coerce any Bargaining Unit Member in the enjoyment of rights provided pursuant to the Michigan Public Employment Act, State of Michigan laws and its Constitution, and the Constitution of the United States of America; that it will not discriminate against any Bargaining Unit Member with respect to hours, wages or any terms and conditions provided for in the Collective Bargaining Agreement by reason of membership in the Union, participation in collective bargaining, processing of grievances or related proceedings with respect to any terms or conditions of employment.

SECTION 2. General Teamsters Local Union No. 406 will assume all responsibility for the collection of dues and fees.

ARTICLE III
RIGHT TO MANAGE

The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing, the right:

A. to manage its affairs efficiently and economically, including the determination of quantity and quality of service to be rendered, the control of materials, tools, and equipment to be used and the discontinuance of any services, material or methods of operation;

B. to introduce new equipment methods, machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased;

C. to determine the size of the work force and increase or decrease its size;

D. to hire, assign and lay off employees, to reduce the work week, or the work day or effect reduction in hours worked by combining layoffs and reductions in work week or work day, to set hours of employment and to set times during the work day of all shifts;

E. to direct the work force, assign work and determine the number of employees assigned to operations; and to assign bus drivers to routes;

F. to establish, change, combine or discontinue job classifications and prescribe and assign new job duties, content and classifications; to establish the number or people needed or used in all classifications;

G. Employer agrees to negotiate with the Union prior to any subcontracting, outsourcing or privatization of work that is the jurisdiction of the bargaining unit;

H. to establish all bus routes and times;

I. to make rules and regulations not inconsistent with the terms hereof;

J. to establish rules, regulations and policies concerning the responsibilities of each classification.

K. Directors will be consulted with, and their respective departments informed, which may allow for Union participation. Bargaining unit members in that department may submit recommendation in writing, to be signed and dated. Management maintains the right of final decision.

In the exercise of these prerogatives, the Employer shall not violate the expressed provisions of this Agreement.

ARTICLE IV
EXTRA CONTRACT AGREEMENTS

SECTION 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement job contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

SECTION 2. For new types of equipment or jobs for which rates of pay are not established by the Agreement, rates governing such operations shall be subject to negotiations between the parties; rates agreed upon or awarded shall be effective as of date work commenced on such new job, or equipment is put into use.

ARTICLE V
SENIORITY

SECTION 1. Strict seniority shall prevail. A listing of employees, arranged in the order of their seniority, shall be posted in a conspicuous place on the job. Seniority shall be on an employee-wide basis. Taking "unpaid time off" will result in a deduction of time earned in seniority and the deduction of daily benefits, unless exceptions are present as identified, below.

A. Unpaid time off that is covered by the Family Medical Leave Act (FMLA) is exempt from incurring disruptions in seniority and benefits for the duration of the FMLA covered absence.

B. Unpaid time off disruptions in seniority and benefits is exempt for food service employees who report ill according to Michigan's Modified Food Code or Title 21 of the Code of Federal Regulations (CFR) if they have any of the following symptoms: vomiting, diarrhea, jaundice, sore throat with fever, or a lesion containing pus such as a boil or infected wound that is open or draining.

C. Any employee who would normally be on unpaid time off because of mumps, scarlet fever, measles, polio, chicken pox, shingles, mononucleosis, influenza, and COVID-19 shall suffer no loss in seniority or benefits up to a limit of seven (7) days per school year when proof of such illness is shown by doctor's statement.

D. Any employee who would normally be on unpaid time off because of Conjunctivitis (pink eye), Pediculosis (lice), or Pharyngitis (strep throat) shall suffer no loss of seniority or benefits up to a limit of two (2) days per occurrence when proof of such illness is supported by a doctor's statement.

E. For other reasons when employee desires time off and has no paid time off available, he/she may apply for an unpaid leave of absence, in-writing, to the Superintendent's Office. If an unpaid leave of absence is granted, the employee will have his/her benefits prorated for the time off without pay. (Example: An employee working forty (40) hours per week has exhausted all banked paid time and must take one day off without pay. The employee will be paid for thirty-two (32) hours worked but will have one day rate of all benefits (insurances, opt-out) deducted from their paycheck.

SECTION 2. New employees will serve a probationary period of sixty (60) working days, then his/her seniority will be established as of:

A. Seniority for twelve (12) month employees will revert to their first day of work after successful completion of their sixty (60) working day probationary period.

B. Seniority for nine (9) and ten (10) month employees will revert to their first day of work in a regular/permanent job classification earning contractual wage after successful completion of their sixty (60) working day probationary period.

SECTION 3. In a case of reduction in the force, the last employee hired shall be the first laid off, and in returning to work, the last employee laid off shall be the first rehired; and in no case shall any new help be hired until all employees are reinstated. Schedule of work shall be in accordance with seniority, as long as employee is qualified to perform the work in case of layoff only.

SECTION 4. Internal Posting: All job openings will be posted bargaining unit wide and will be filled by certification, qualification and seniority. (See Appendix A for certifications and qualifications). If an applicant meets the minimum requirements and is the most senior employee, they will be provided a probationary trial period.

SECTION 5. External Posting: If there is no internal applicant that meets the minimum requirements, the job will then be posted externally.

SECTION 6.

A. Seniority shall be broken only by discharge, voluntary quit, or layoff for more than two (2) years from last day worked. In the event of a layoff, an employee so laid off shall be given a fourteen (14) calendar day notice of recall mailed to his/her last known address. In the event the employee fails to make himself/herself available for work at the end of said fourteen (14) calendar days, he/she shall lose all seniority rights under this Agreement.

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

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

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

E. Any employee whose position is reduced by 30 or more minutes shall have the right to assume a position for which they are qualified, provided they have more seniority and it does not conflict with other bid jobs.

F. Any position that is increased by one or more hours will be posted.

G. All previous action deemed inconsistent or referenced to this section are null and void and no past practice or previous concerns will be addressed as of the signing of this Agreement.

SECTION 7. Student help will not be used to replace or displace any person covered under the terms and conditions of this Agreement.

SECTION 8. Dual positions shall be allowed within the bargaining unit whenever possible to create more full-time positions. A dual position is subject to the following:

A. With a dual Position, you cannot vacate a present portion of your job to add another position unless there is a conflict in time.

B. For bumping purposes, you may bump one (1) portion of someone's job to gain back time lost due to the reason given for exercising bumping rights. Seniority and qualifications must apply.

C. For substitute purposes, your job classification with the most time will determine your building and classification. If your jobs are equal time (i.e. both three (3) hours), the position you held first will determine your building and classification.

SECTION 9. The seniority for employees working the same classification in multiple buildings will be determined by the building he/she works the most hours or if hours are equal, will be the building he/she works the first part of their shift.

SECTION 10. Employees will not be forced to work out of their assigned job classification. Any work done outside of the employee's job classification will be by mutual agreement of the employee and Employer.

ARTICLE VI
DISCHARGE OR SUSPENSION

The Employer agrees to follow the theory of progressive discipline and shall not discharge nor suspend any employee without just cause; but in respect to discharge or suspension, shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of same to the Union and job steward affected, except that no warning notice need be given to an employee before he/she is discharged if the cause of such discharge is dishonesty, drunkenness, an act that may endanger the safety of a student/students while on duty, consuming alcohol on the job, being under the influence of or using illegal drugs, the unlawful possession, sale, or distribution of controlled substances, assault, intentional or grossly negligent conduct causing property damage, or failure to carry out his responsibilities according to established Board of Education Policies. The warning notice as herein provided, shall not remain in effect for a period of more than one (1) calendar year from date of said warning notice. Discharge must be by proper written notice to the employee and Union affected.

ARTICLE VII
GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within fifteen (15) calendar days of the employee's knowledge of the facts giving rise to the alleged grievance or within fifteen (15) calendar days of the time when the employee reasonably should have had notice of such facts. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

STEP 1. Any employee having a grievance shall present it the Employer as follows:

A. The employee shall discuss the grievance with the steward.

B. The steward may discuss the grievance with the immediate supervisor.

C. If the matter is thereby not disposed of, it will be submitted in written form by the steward to the immediate supervisor. Upon receipt of the grievance the supervisor shall sign and date the steward's copy of the grievance.

D. The immediate supervisor shall give his/her answer to the steward within two (2) working days of receipt of the grievance.

STEP 2. If the grievance remains unsettled, it shall be presented by the steward, in writing, to the Superintendent of Schools within ten (10) calendar days after the response of STEP 2 is due. The Superintendent of Schools shall sign and date the steward's copy. The Superintendent of Schools shall respond, in writing, to the steward within seven (7) calendar days.

STEP 3. If the answer at STEP 2 is not satisfactory, and the Union wishes to carry it further, the Union shall, within fourteen (14) calendar days, refer the grievance to the Labor Relations Committee of the Board of Education for a hearing on said grievance. The hearing will be held no later than thirty (30) calendar days from the date it is filed with the Labor Relations Committee.

STEP 4. In the event the grievance is not settled with the Labor Relations Committee and the Union wishes to carry the matter further, it shall, within forty-five (45) calendar days from the date of the Labor Relations Committee hearing, file a demand for arbitration in accordance with the Michigan Employment Relations Commission's Rules and Procedures.

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

A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is not reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievance involves a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

ARTICLE VIII
STEWARDS

The Employer recognizes the right of the Union to designate job stewards and alternates.

The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

B. The collection of dues when authorized by appropriate Local Union action:

C. The transmission of such messages and information which shall originate with and are authorized by the Local Union, or its officers, provided such messages and information,

1. have been reduced to writing, or

2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns and refusal to handle goods, or any interference with the Employer's business.

Job stewards and alternates have no authority to take strike action or any action interrupting Employer's business, except as authorized by official action by the Union.

The Employer recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts.

The Employer agrees to permit Union stewards to post and maintain Union notices within the business establishment or premises when expressly authorized to do so by the Union.

One steward per department shall be permitted reasonable time to investigate, present and process grievances on the Company property without loss of time or pay during his/her regular working hours. Stewards, not alternate stewards, will also be allowed in one calendar year up to forty (40) hours in a contract expiration year, and up to twenty (20) hours any other year to attend Union meetings when it is mutually agreed to by the Union and Employer. Such agreement will be in writing and approved by the Superintendent and/or his designee. Such time during regular working hours shall be working hours computing daily and/or weekly overtime if within the regular schedule of the employee.

ARTICLE IX
LIMITATIONS OF AUTHORITY AND LIABILITY

The Union and the Employer acknowledge that the orderly and uninterrupted operation of Gladstone Area Schools is essential to the students and community. Accordingly, the Union agrees that it will not encourage or engage in any strike, work stoppage, or other concerted interruption of services during the term of this Agreement as prohibited by law. Nothing in this Article shall be construed to limit the rights of employees or the Union to lawfully express concerns, file grievances, engage in informational communications, or participate in other protected concerted activities consistent with the Michigan Public Employment Relations Act. In the event of any alleged violation of this Article, the Employer shall notify the Union and provide an opportunity to confer and resolve the matter prior to taking disciplinary action against any employee, except in cases of clear and willful misconduct.

ARTICLE X
MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions, shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

This provision shall not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Contract.

ARTICLE XI
PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the services of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time he/she is effectively released from duty. Work will be made available to make up hours that are lost due to half days on the first day of school and two other half days to be designated by the directors, not to include half days paid by outside reimbursement or grants.

ARTICLE XII
PAY PERIOD

All employees shall be paid on a bi-weekly basis. Each employee shall be provided with a username and password of his/her earnings and of all deductions made for any purpose upon request of individual employees or Union representatives.

ARTICLE XIII
UNIFORMS

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his/her continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer. No employee shall be required to wear a uniform that does not bear the Union label. The Union emblem or insignia may be sewn on the uniform.

ARTICLE XIV
MILITARY SERVICE

Any employee who leaves employment to perform duty in the uniformed services of the United States or State of Michigan, including active duty, active duty for training, initial active duty for training, inactive duty training, or full-time National Guard duty, shall be granted a leave of absence for the period of such service in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended. Upon honorable discharge or release from such service, the employee shall be reinstated to his/her former position or to a position of like seniority, status, and pay, provided the employee remains qualified to perform the duties of the position and reports for work within the time limits prescribed by law. The employee's seniority, benefits, and other rights shall accrue during the period of service as required by USERRA.

ARTICLE XV
SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Contract, or of any rider thereto, shall be held invalid by operation of law, or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of such Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provision in this Contract to the contrary.

ARTICLE XVI
INSPECTION PRIVILEGES AND INFORMATION ACCESS

SECTION 1. The duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of administering this Agreement, adjusting disputes, investigating working conditions, or ensuring compliance with the terms hereof. Such visits shall not interfere with the performance of employees' duties or the normal operations of the Employer.

SECTION 2. The Employer shall furnish to the Union, upon written request, such records and information as are necessary for collective bargaining, contract administration, or the enforcement of employee rights under this Agreement, consistent with applicable law regarding employee privacy.

SECTION 3. The Employer agrees to comply with the requirements of MCL 423.211a, such information shall be transmitted in an electronic format mutually agreed upon by the Employer and the Union.

SECTION 4. The Employer shall comply with the Public Employment Relations Act (PERA) by permitting duly authorized representatives of the Union to meet with bargaining unit employees on the Employer's premises at reasonable times and places during employees' non-working hours, or during working hours with the Employer's consent, for the purpose of collective bargaining, grievance handling, and other lawful Union business.

SECTION 5. The Employer shall provide a suitable bulletin board at each building, in a conspicuous location for the posting of official Union notices, communications, and information of interest to bargaining unit members.

ARTICLE XVII
SAFETY

The Employer shall provide and maintain a safe working environment in compliance with all applicable federal, state, and local laws, including the Michigan Occupational Safety and Health Act (MIOSHA). No employee shall be required to perform work that presents an imminent danger to health or safety or that violates any applicable law or regulation. Employees are expected to promptly report unsafe conditions to their supervisor, and the Employer shall investigate and correct such conditions as soon as practicable. Employees shall not be disciplined or retaliated against for reporting safety concerns or refusing work they reasonably believe to be unsafe.

ARTICLE XVIII
TRANSFERS

Transfers of Employees: If an employee transfers to a position under the Employer not included in the bargaining unit and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

ARTICLE XIX
JOB POSTING AND BIDDING PROCEDURES

SECTION 1. All vacancies and/or newly created positions within the bargaining unit shall be posted within seven (7) calendar days of the date the vacancy occurs. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. (See Appendix A for certifications and qualifications). All vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. In addition, the Employer will transmit, via email, copies of such postings to the Union Stewards, designated by the Union. Employees interested shall apply, in writing, within the seven (7) calendar days posting period. The senior employee applying for the position who meets the minimum requirements shall be granted a twenty (20) working day trial period to determine:

A. His/her desire to remain on the job.
B. His/her ability to perform the job.

SECTION 2. The job shall be awarded or denied within seven (7) calendar days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given, in writing, to the employee and his steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the head steward with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period, the Employer shall furnish any steward with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's head steward as to who was awarded the job.

SECTION 3. During the twenty (20) working day trial period, the employee shall have the opportunity to revert back to his/her former classification. Any employee displaced by the bumping procedure may be awarded the position back if it once again becomes vacant in thirty (30) calendar days or less. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his steward, in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure. At any time within the twenty (20) working day trial period, if the employee and the Employer mutually agree, the trial period may be waived.

SECTION 4. During the trial period, employees will receive the rate of the job they are performing.

SECTION 5. Employees working in a higher classification shall be paid the rate of the higher classification.

ARTICLE XX
LEAVES OF ABSENCE

SECTION 1. Leaves of absence for periods not to exceed one (1) year will be granted, in writing, without loss of seniority, on a non-discriminatory basis for:

A. Maternity leave.

B. Illness leave (physical or mental) with a doctor's certification.

C. Prolonged illness immediate family with doctor's certification.

Such leave may be extended for like cause.

SECTION 2. The Family and Medical Leave Act of 1993, shall become and is hereby made a part of the Labor Agreement currently in effect between the parties.

SECTION 3. An employee shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his/her seniority entitled him/her.

SECTION 4. Members of the Union selected to attend a function of the Union shall be allowed time off without loss of time and pay to attend.

SECTION 5. An employee on leave of absence or layoff status does not accumulate seniority for pay or benefit purposes.

ARTICLE XXI
TEMPORARY ASSIGNMENTS

SECTION 1. Temporary assignments for the purpose of filling vacancies of employees who are absent because of long term illness, or for other valid reasons, will be granted to the senior employee who meets the minimum requirements of such job; however, they must stay within their department* and building. If the Employer cannot fill the position because no one wants the job, the position shall be filled by a substitute. If after a six (6) week period the employee, whose absence created the vacancy, is still absent, the position will be posted and granted to the senior employee District-Wide who meets the minimum requirements of such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

SECTION 2. *Departments Defined (For Purposes of Temporary Assignments):

1. High School Secretary
2. Secretary
3. Class I & II Media Assistant
4. Noon Hour Supervisor / Recess Monitor
5. Custodians –Class I & II
6. Cook, Food Service Aide
7. Teacher Aide / Building Aide – Titled and Special
8. Bus Driver

*NOTE: Employees shall be considered to be a member of a department based on the majority of hours worked in an individual classification.

ARTICLE XXII
JURY DUTY

An employee who serves on jury duty will be paid for the day, but will reimburse the district for any money received for serving, except for any mileage allowance.

If an employee is not chosen for jury duty or the duty has been cancelled or postponed, the employee will report to work and a job assigned, provided there is a significant portion of the work day remaining. For purposes of this Article, a "significant portion of the work day remaining" shall mean three (3) or more hours of the employee's regularly scheduled shift remaining at the time the employee is released from jury duty.

ARTICLE XXIII
WORKERS' COMPENSATION

Each employee will be covered by the applicable Workers' Compensation laws and the Employer further agrees that an employee being eligible for Workers' Compensation will receive, in addition to his/her Workers' Compensation, an amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and his/her regular weekly income not to exceed thirty (30) working days and must be certified by a physician.

ARTICLE XXIV
SICK LEAVE

SECTION 1. In accordance with the Michigan Earned Sick Leave Act, MCL 408.961 et seq (ESTA), all employees covered by this Agreement shall accumulate sick leave according to hours worked, whereby thirty (30) hours worked will equate to one (1) hour of sick time earned, not to exceed seventy-two (72) hours per year.

SECTION 2. Accrual shall begin on the first day of employment. Employees shall be eligible to use accrued sick leave after ninety (90) calendar days of employment. Unused sick leave shall carry over to the next benefit year.

SECTION 3. All unused sick leave hours carried over, up to a maximum of nine hundred sixty (960) hours, will be paid upon retirement or death of employee with the Employer; and upon death of an employee, all unused sick leave will be paid at the prevailing rate to the employee's beneficiary. Bencor National Government Employees

Retirement Plan will be utilized by the Employer to deposit terminal sick leave payments for eligible retiring employees. Employees participating in this plan have the right to move these funds out of this plan to another qualified plan of their choosing, or to receive a lump-sum check for the full or partial amount of their account within a reasonable time after the amount is deposited into the plan.

All employees hired after July 1, 1984, shall be entitled to the same accrual amount and rates EXCEPT upon death or retirement; they shall be eligible to receive a payout of all their accumulated unused sick leave hours up to a maximum of nine hundred sixty (960) hours at the rate of fifty percent (50%) of the employee's daily rate.

SECTION 4. The Employer shall permit an employee to use the accrued earned sick time for any of the following.

A. The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's or the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for the employee or the employee's family member.

B. If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

C. For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.

D. For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, regardless of whether the employee or family member has actually contracted the communicable disease.

SECTION 5. For purposes of this Article, family members are defined as the following.

A. Biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.

B. Biological parent, foster parent, stepparent, adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.

C. Grandparent.

D. Grandchild.

E. Biological, foster, or adopted sibling.

F. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

"Domestic partner" means an adult in a committed relationship with another adult, including both same-sex and different-sex relationships.

"Committed relationship" means one in which the employee and another individual share responsibility for a significant measure of each other's common welfare, such as any relationship between individuals of the same or different sex that is granted legal recognition by a state, political subdivision, or the District of Columbia as a marriage or analogous relationship, including, but not limited to, a civil union.

SECTION 6. After utilization of three (3) consecutive sick days, the Employer may require an employee to provide reasonable documentation that the use of sick leave was for a permitted purpose. The employee shall provide reasonable documentation that use of sick leave was for a permitted purpose within fifteen (15) days of the Employer's request. If the Employer requires an employee to visit a physician of the Employer's choice, the Employer shall pay the costs in such regard.

SECTION 7. The Employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

ARTICLE XXV
FUNERAL LEAVE

An employee shall be allowed for service attendance a maximum of five (5) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. A work day is defined as a scheduled day of work. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, and grandchildren, or a member of the employee's household.

An employee shall be allowed a maximum of three (3) working days with pay as funeral leave days not to be deducted from sick leave for the death of grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The head steward, or his representative, shall be allowed one (1) funeral leave day with pay in the event of a death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

ARTICLE XXVI
TIME AND ONE-HALF

SECTION 1. Overtime Pay: Time and one-half (1-1/2X) will be paid for hours in excess of forty (40) in any one (1) week.

SECTION 2. Compensatory Time: Employees working more than forty (40) hours in a week may earn and accumulate compensatory time in lieu of overtime pay, at the option of the employee. Compensatory time credited to employees in lieu of overtime pay shall be credited to the employee at the rate of one and a half times (1.5x) the number of overtime hours worked. An example would be an employee working two (2) hours of overtime, who elects compensatory time in lieu of overtime pay, would receive three (3) hours of compensatory time off.

Employees working less than forty (40) hours in a week may earn and accumulate compensatory time in lieu of pay for hours worked outside of their regular schedule, at the option of the employee. Compensatory time credited to employees in lieu of straight time pay shall be credited to the employee at a one (1) to one (1) ratio.

Employees are allowed to accrue up to forty (40) hours of compensatory time per school year. There shall be no annual rollover of the employee's compensatory time bank. Compensatory time shall be taken off by the employee in the same school year it was earned. Any compensatory time not taken by the employee prior to the start of the last payroll of the school year will be paid to the employee at their prevailing hourly rate of pay. Compensatory time may not be elected by the employee in situations where they are substituting for another employee who is already off on compensatory time.

SECTION 3. Compensatory Time Off: Employees may utilize their compensatory time bank hours to take time off from work. Absent proven emergency or extenuating circumstances, requests to use compensatory time off must be made to the employee's supervisor a minimum twenty-four (24) hours in advance of the requested time off. Each request for compensatory time off will either be granted or denied on a case-by-case basis, in the good faith judgment of the Employer. Compensatory time off requests made with 24-hours' notice to the Employer will be granted on the date and time requested by the employee unless doing so would unduly disrupt the operations of the District.

ARTICLE XXVII
VACATION

Paid vacation is earned after one (1) year of employment. This does not mean "if an employee changes units or time slots they must once again wait a year before they are eligible to use earned vacation." The language states employment, not employed in a particular unit or division. An employee will earn credit toward vacation with pay in accordance with the following schedule:

Nine (9) and Ten (10) Month Employees:

After 8 years of employment	=	12 days vacation
After 16 years of employment	=	16 days vacation

Additional earned vacation days will be awarded on the employee's anniversary date of hire and prorated to the end of the employee's work year.

Nine (9) and ten (10) month employees will be given the option of taking payment for vacation in lieu of vacation. One-half (1/2) of vacation time will be taken when students are not in session. No vacations will be permitted from the first day of school through September 30th and May 1st through the final day of school. Vacations will be granted at times other than listed above after having been reviewed by the immediate supervisor and the Superintendent of Schools. Vacation time may be used for unpaid scheduled breaks in the school calendar. Nine (9) and ten (10) month employees hired after July 1, 2005 shall receive no vacation.

DUAL POSITIONS: For dual positions, paid vacation time is earned, allocated, and used in each separate position. A dual position employee may use vacation time earned in one position, on their other position, with the permission of both supervisors.

Twelve (12) Month Employees:

After 1 year of employment	=	10 days vacation
After 8 years of employment	=	15 days vacation
After 16 years of employment	=	20 days vacation

Additional earned vacation days will be awarded on the employee's anniversary date of hire and prorated to the end of the employee's work year.

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

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

ARTICLE XXVIII
UNEMPLOYMENT COMPENSATION

The Employer agrees to furnish unemployment compensation to all employees laid off in accordance with permissible legislation.

ARTICLE XXIX
HOLIDAYS

All twelve (12) month employees will receive seven (7) paid holidays per year, ten (10) month employees shall receive six (6) paid holidays, and nine (9) month employees shall receive a minimum of five (5) paid holidays.

Nine (9) Month Employees	Ten (10) Month Employees	Twelve (12) Month Employees
1. Labor Day *	1. Labor Day	1. Labor Day
2. Thanksgiving Day	2. Thanksgiving Day	2. Thanksgiving Day
3. Christmas Eve Day	3. Christmas Eve Day	3. Christmas Eve Day
4. Christmas Day	4. Christmas Day	4. Christmas Day
5. New Year's Day	5. New Year's Day	5. New Year's Day
6. Memorial Day	6. Memorial Day	6. Memorial Day
		7. July 4th

* Labor Day for nine (9) month employees shall only be a paid holiday when school is in session prior to the Labor Day Holiday.

Should the employee work less than a full day, holiday pay will be prorated according to time worked.

ARTICLE XXX
PERSONAL LEAVE DAYS

SECTION 1. Each employee hired prior to July 1, 2005, shall be granted personal leave not to exceed three (3) days per school year to use at the individual's discretion. Two (2) of the three (3) personal leave days shall be allowed to "carry over" into the next year, if not used by the employee, or the employee may elect to be paid for unused personal days at their current hourly rate of pay, up to three (3) days per year. An employee may accumulate five (5) personal leave days. Said days are not to be deducted from accumulated sick leave.

Employees hired after July 1, 2005, shall be granted five (5) paid time off days per school year, after successful completion of their sixty (60) work day probationary period. After five (5) years of service, employees will be awarded one additional paid time off day a year for each additional year of service, up to ten (10) paid time off days maximum. Two (2) personal leave days shall be allowed to "carry over" into the next year, if not used by the employee, or the employee may elect to be paid for unused personal days at their current hourly rate of pay, up to three (3) days per year.

SECTION 2. All employees may utilize personal leave or paid time off (PTO) on unpaid days when school is not in session.

ARTICLE XXXI
INSURANCE BENEFITS

SECTION 1. Health Insurance Plans & Annual Premiums: The Employer agrees to furnish to all eligible employees the following insurance protection options:

For the period of July 1, 2025 through June 30, 2028 with a three (3) year commitment to Michigan Conference of Teamsters Welfare Fund the insurance programs will be as follows:

Michigan Conference of Teamsters Welfare Fund Plan 1112				
The rates for these coverages are guaranteed not to exceed the following:				
DATES	**SINGLE**	**EE+CHILD(REN)**	**EE+SPOUSE**	**FAMILY**
7/01/25 – 3/28/26	$212.75	$419.05	$501.55	$625.25
3/29/26 – 4/03/27	$221.75	$437.05	$523.10	$652.25
4/04/27 – 4/01/28	$228.30	$450.05	$538.75	$671.85
4/02/28 – 6/30/28	$240.25	$474.00	$567.45	$707.70

Michigan Conference of Teamsters Welfare Fund Plan 1114				
The rates for these coverages are guaranteed not to exceed the following:				
DATES	**SINGLE**	**EE+CHILD(REN)**	**EE+SPOUSE**	**FAMILY**
7/01/25 – 3/28/26	$193.90	$381.25	$456.20	$568.60
3/29/26 – 4/03/27	$201.90	$397.45	$475.60	$592.85
4/04/27 – 4/01/28	$207.90	$409.25	$489.80	$610.65
4/02/28 – 6/30/28	$219.45	$432.40	$517.65	$645.40

Michigan Conference of Teamsters Welfare Fund Plan 1471				
The rates for these coverages are guaranteed not to exceed the following:				
DATES	**SINGLE**	**EE+CHILD(REN)**	**EE+SPOUSE**	**FAMILY**
7/01/25 – 3/28/26	$156.60	$313.30	$375.95	$469.90
3/29/26 – 4/03/27	$163.30	$326.50	$391.80	$489.75
4/04/27 – 4/01/28	$168.10	$336.20	$403.45	$504.30
4/02/28 – 6/30/28	$178.35	$356.60	$427.90	$534.90

SECTION 2. Health Plan Qualification: Employees hired prior to July 1, 2012 regularly scheduled to work six (6) or more hours per daily shift to be eligible for insurance benefits and may elect Plan 1112, Plan 1114, or Plan 1471.

Employees hired after June 30, 2012 regularly scheduled to work 7.2 hours per daily shift are eligible for insurance benefits and may elect Plan 1112, Plan 1114, or Plan 1471.

Employees eligible to elect Plans will remain in the elected plan for the duration of the contract.

Employees hired after June 30, 2012 regularly scheduled to work six (6) hours per daily shift but less than 7.2 hours per daily shift are eligible for insurance benefits provided in Plan 1114 or Plan 1471, only.

Insurance benefits for new hires will begin when the employee's weekly work schedule meets the hours of work requirement, and the employee has completed the probationary period.

Insurance benefits for employees who become eligible through the posting and bidding procedure and who have completed the probationary period will begin on the Sunday following completion of the twenty (20) day working trial period.

SECTION 3. Employer and Employee Premium Share: The Employer will pay the full premium cost of any Weekly Disability Benefits, Total and Permanent Disability Benefits, Optical Benefits, and Death/AD & D included in the plan elected.

The Employer will pay eighty percent (80%) of the premium for Medical Benefits, Riders, and Prescription Drug Benefits included in the Plan elected. All premium cost above those remitted by the Employer will be paid by participating employees through

regular payroll deduction subject to the District IRS 125 Plan. Employee bi-weekly premium cost share amounts generally should not exceed the amounts listed, below. However, the Employer will comply with prevailing State of Michigan law concerning public employer contributions to a health plan. With that, many different factors can impact an employee premium cost share including, but not specifically limited to, annual premiums, plan selection, annual service time to the employer, and when the employee qualifies for benefits. Therefore, prorations in employee contributions may occur on a case-by-case basis, which may exceed the bi-weekly premium cost share amount specified, below, as necessary to maintain compliance with the law.

Michigan Conference of Teamsters Welfare Fund Plan 1112				
2025 - 2026	**SINGLE**	**EE+CHILD(REN)**	**EE+SPOUSE**	**FAMILY**
18 – Pays	$121.16	$242.33	$290.80	$363.47
24 – Pays	$90.87	$181.75	$218.10	$272.60
2026 - 2027				
18 – Pays	$125.65	$251.80	$301.56	$376.94
24 – Pays	$94.24	$188.48	$226.17	$282.71
2027 - 2028				
18 – Pays	$131.00	$261.98	$314.37	$392.96
24 – Pays	$98.25	$196.48	$235.78	$294.72

Michigan Conference of Teamsters Welfare Fund Plan 1114				
2025 - 2026	**SINGLE**	**EE+CHILD(REN)**	**EE+SPOUSE**	**FAMILY**
18 – Pays	$109.98	$219.97	$263.97	$329.94
24 – Pays	$82.49	$164.98	$197.98	$247.46
2026 - 2027				
18 – Pays	$114.02	$228.08	$273.69	$342.10
24 – Pays	$85.52	$171.06	$205.27	$256.59
2027 - 2028				
18 – Pays	$119.09	$238.17	$285.84	$357.28
24 – Pays	$89.32	$178.63	$214.38	$267.96

Michigan Conference of Teamsters Welfare Fund Plan 1471				
2025 - 2026	**SINGLE**	**EE+CHILD(REN)**	**EE+SPOUSE**	**FAMILY**
18 – Pays	$91.81	$183.60	$220.34	$275.40
24 – Pays	$68.86	$137.70	$165.25	$206.55
2026 - 2027				
18 – Pays	$95.13	$190.23	$228.29	$285.35
24 – Pays	$71.35	$142.68	$171.22	$214.01
2027 - 2028				
18 – Pays	$99.48	$198.93	$238.72	$298.39
24 – Pays	$74.61	$149.20	$179.04	$223.80

The Employer will provide and pay the cost of the elected plan coverage for employees on short-term disability that exceeds twelve (12) weeks up to a maximum of twenty-six (26) weeks. For an Employee on short-term disability, the first twelve (12) weeks leave shall be considered leave under the Family Medical Leave Act (FMLA) and the Employee health insurance premium share remains through week twelve (12). The Employer's obligation to contribute, in full, on behalf of the Employee to MCTWF, in accordance with the Participation Agreement, continues after the four (4) week illness obligation is met, up until short-term disability leave week twenty-six (26). There shall be no gap in contributions to MCTWF for the entire twenty-six (26) weeks of short-term disability and is not contingent on FMLA or the Employee's premium share.

SECTION 4. Opt Out For Employees Eligible To Elect Plan Coverage: Employees who are eligible to make an election between all of the available health plans and have submitted an opt out application to M.C.T.W.F. with a Certificate of Credible Coverage shall on written approval receive $4,000.00 per year to be paid over twenty-six (26) pay checks.

For Employees Limited To Elect Plan 1114 & 1471 Coverage: Employees hired after June 30, 2012 regularly scheduled to work at least six (6) hours but less than seven point two (7.2) hours per daily shift and who have submitted an opt out application to M.C.T.W.F. with a Certificate of Credible Coverage shall on written approval receive $3,000.00 per year to be paid over twenty-six (26) pay checks.

SECTION 5. Mandatory Plan Participation: All other eligible employees must participate in the insurance program in accordance with the rules and regulations of Michigan Conference of Teamsters Welfare Fund.

Employees are required to provide the Employer with all information necessary for enrollment in the Michigan Conference of Teamsters Welfare Fund (MCTWF) or for approval of an opt-out due to creditable coverage. Should the employee fail to timely comply with this section, the Employer shall notify the employee and Union in writing of any incomplete or missing enrollment or dependent information prior to taking any adverse action. Further, the employee will be notified that they will be responsible for one hundred percent (100%) of incurred costs. Upon such notice, the employee shall be granted a ten (10) calendar-day cure period to provide the required information or proof of other creditable coverage. If the employee fails to cure within the specified period, that is deemed willful non-compliance with a condition of employment and the Employer may take appropriate corrective action up to and including termination, consistent with the just-cause provisions of the Agreement.

If an employee dies prior to June 30th of any given year, and the insurance policy in effect permits continued coverage, the Employer will continue payments of the applicable premiums through the following September 30th.

SECTION 6. Dental Coverage: The Employer will provide and pay the full premium cost of Delta Dental 80/80/80 - $1,000.00 and ortho / 80.

SECTION 7. Short Term Disability Benefit Under Plans 1112 & 1114: While school is in-session, employees who qualify for MCTWF Weekly Accident & Sickness benefit payments shall have their maximum weekly benefit set to their regular rate of pay. To accomplish this, the employer will offset any banked time-off used by the employee to meet their weekly assigned hours, by the amount of the Weekly Accident &

Sickness benefit payment received by the employee, so that the combination payroll payment and Weekly Accident & Sickness benefit received by the employee equal the employee's regular rate of pay.

Employees who qualify for the Weekly Accident & Sickness benefit while school is not in-session or are on unpaid time off due to injury or illness, receive the entire disability income benefit, with no payroll offset.

SECTION 8. Health Insurance Unpaid Day Off Penalties: Unpaid time off that is not exempt from seniority and benefit deduction penalties as defined under Article V – Seniority, Section 1, shall be subject to daily penalties based on the following mathematical formulas.

Health Insurance Daily Penalty Calculation:
Weekly premium / Number of scheduled workdays = Daily Penalty Amount

Opt-Out Daily Penalty Calculation:
Annual opt-out amount / Number of scheduled workdays = Daily Penalty Amount

Employees who take non-exempt unpaid time off should expect a reduction in their earnings equivalent to the applicable aggregate daily penalty amount.

ARTICLE XXXII
PENSION

SECTION 1. The Pension provisions now in effect for employees covered by this Agreement shall be continued.

SECTION 2. The Employer shall continue to pay in full, for each employee, into the Michigan Public School Employees' Retirement System (MPSERS).

SECTION 3. Early Retirement Compensation: An employee who has accrued a minimum of twenty (20) years of service in the Gladstone Area Schools and who will meet State requirements for retirement in a given School year may at his or her option request early retirement upon at least one (1) year's advance written notice. An employee shall not be eligible for such early retirement until he or she has reached at least the age of forty-six (46). Retirement as used in this clause shall mean severance of active employment with the Gladstone Area Schools and verification to the Board of an application from the employee to the Michigan Public Schools Employees' Retirement System for Retirement Benefits of such system. The affected employee will notify the Superintendent of Schools of his or her early retirement, in writing, no later than one (1) year prior to the school year when such retirement will take effect. If an employee wishes to retire prior to the end of such one-year notification period, his or her request for early retirement incentive must be agreed to by both the Union and the Board at the public meeting. Applicants who do not notify the Board with the one-year prior advance written notice or obtain the mutual consent of the Union and the Board at a public meeting, shall not be eligible for the benefits outlined in this policy. If the employee decides not to retire in the requested school year, they must notify the Superintendent, in writing, prior to April 1st.

Qualified retirees shall receive benefits from the following schedule:

30 hours or more per week	-	$2,520.00 annually
25 hours or more per week	-	$1,680.00 annually
20 hours or more per week	-	$1,260.00 annually
16 hours or more per week	-	$ 840.00 annually
15 hours or less per week	-	NO BENEFIT*

*HIREES AFTER JULY 1, 1990 - ALL CURRENT EMPLOYEES WILL BE GRANDFATHERED.

Beginning with the first January following the employee's retirement, the employee shall receive an annual payment each January thereafter for a period of five (5) consecutive years. The first payment shall be issued on or about January 1 of the calendar year immediately following retirement. If issuance of the initial payment would jeopardize retirement benefits, the payment shall be delayed thirty (30) calendar days.

In the event of death of the retiree prior to the five (5) year period provided herein, whichever occurs first, benefits will be paid to the retiree's spouse, if any, or dependent, if any, as defined by the IRS for the same amount of time as if the employee had lived through the applicable payment period.

If a Michigan Court, following exhaustion of all available State appeals, rules that early retirement incentive plans are in violation of law, then this early retirement incentive program described shall be null and void. In such cases, the retiree shall have no cause of action against the Board whatsoever.

Persons retiring due to a medical disability which qualifies them for retirement benefits from Worker's Compensation or any Board provided disability insurance, are not eligible to qualify for benefits under this policy. Once a person is receiving benefits through this policy, however, no subsequent disability will adversely affect those benefits.

The rights of any retiree and the benefits to be paid to the retiree shall be only those specifically set forth herein. Such rights or benefits shall not be altered if this early retirement incentive plan and section, or any amendment or replacement thereof or thereto, should be changed in any way in the future. The retiree shall pause eligibility for the rights and benefits set forth herein, if the employee returns to a regular position for compensation at any level or location. The immediate resumption of monthly benefit payments shall occur once the retiree again separates employment from the employer, until any remaining benefit balance has been realized by the retiree. Any currently active bargaining unit employee who lost this monthly benefit in a "return-to-work" scenario under prior Agreements, shall have it restored and upon terminating employment from the employer, shall collect upon the remaining balance of the benefit.

The Board, by payment of the monthly amounts required hereunder, shall be relieved from all liability with respect to any payments provided in the policy. The retiree's benefits and rights shall be specifically limited to the payment of the monthly amount provided for herein.

ARTICLE XXXIII
CLASSIFICATIONS AND WAGE SCALE

Secretarial positions of Secretary to the Principal of a building only will work an eight (8) hour day. The day will be eight and one half (8-1/2) hours long with an unpaid lunch hour and two fifteen (15) minutes breaks. The starting and ending time for daily work periods will be consistent.

YEARS	7/1/2024	7/1/2025 + $0.65	7/1/2026 + $0.80	7/1/2027 + $0.90
HIGH SCHOOL SECRETARY				
0	16.64	17.29	18.09	18.99
1	16.99	17.64	18.44	19.34
2	17.36	18.01	18.81	19.71
3	17.71	18.36	19.16	20.06
4	18.06	18.71	19.51	20.41
7	18.64	19.29	20.09	20.99
10	19.27	19.92	20.72	21.62
15	20.77	21.42	22.22	23.12
20	21.27	21.92	22.72	23.62
25	21.77	22.42	23.22	24.12
30	22.27	22.92	23.72	24.62

YEARS	7/1/2024	7/1/2025 + $0.65	7/1/2026 + $0.80	7/1/2027 + $0.90
SECRETARY / ATTENDANCE				
0	16.33	16.98	17.78	18.68
1	16.70	17.35	18.15	19.05
2	17.05	17.70	18.50	19.40
3	17.40	18.05	18.85	19.75
4	17.75	18.40	19.20	20.10
7	18.33	18.98	19.78	20.68
10	18.92	19.57	20.37	21.27
15	20.42	21.07	21.87	22.77
20	20.92	21.57	22.37	23.27
25	21.42	22.07	22.87	23.77
30	21.92	22.57	23.37	24.27

YEARS	7/1/2024	7/1/2025 + $0.65	7/1/2026 + $0.80	7/1/2027 + $0.90
CLASS I MEDIA ASSISTANTS				
0	15.98	16.63	17.43	18.33
1	16.35	17.00	17.80	18.70
2	16.70	17.35	18.15	19.05
3	17.05	17.70	18.50	19.40
4	17.40	18.05	18.85	19.75
7	17.98	18.63	19.43	20.33
10	18.55	19.20	20.00	20.90
15	20.05	20.70	21.50	22.40
20	20.55	21.20	22.00	22.90
25	21.05	21.70	22.50	23.40
30	21.55	22.20	23.00	23.90

YEARS	7/1/2024	7/1/2025 + $0.65	7/1/2026 + $0.80	7/1/2027 + $0.90
CLASS II MEDIA ASSISTANTS / COOK				
0	15.76	16.41	17.21	18.11
1	16.11	16.76	17.56	18.46
2	16.46	17.11	17.91	18.81
3	16.83	17.48	18.28	19.18
4	17.18	17.83	18.63	19.53
7	17.76	18.41	19.21	20.11
10	18.29	18.94	19.74	20.64
15	19.79	20.44	21.24	22.14
20	20.29	20.94	21.74	22.64
25	20.79	21.44	22.24	23.14
30	21.29	21.94	22.74	23.64

YEARS	7/1/2024	7/1/2025 Adjustment	7/1/2026 + $0.80	7/1/2027 + $0.90
TITLE I PARAPROFESSIONAL / TEACHERS AIDE / BUS AIDE				
0	15.62	16.87	17.67	18.57
1	15.99	17.22	18.02	18.92
2	16.34	17.57	18.37	19.27
3	16.69	17.94	18.74	19.64
4	17.04	18.29	19.09	19.99
7	17.62	18.87	19.67	20.57
10	18.17	19.45	20.25	21.15
15	19.67	20.95	21.75	22.65
20	20.17	21.45	22.25	23.15
25	20.67	21.95	22.75	23.65
30	21.17	22.45	23.25	24.15

YEARS	7/1/2024	7/1/2025 + $0.65	7/1/2026 + $0.80	7/1/2027 + $0.90
CLASS II CUSTODIAN				
0	16.22	16.87	17.67	18.57
1	16.57	17.22	18.02	18.92
2	16.92	17.57	18.37	19.27
3	17.29	17.94	18.74	19.64
4	17.64	18.29	19.09	19.99
7	18.22	18.87	19.67	20.57
10	18.80	19.45	20.25	21.15
15	20.30	20.95	21.75	22.65
20	20.80	21.45	22.25	23.15
25	21.30	21.95	22.75	23.65
30	21.80	22.45	23.25	24.15

YEARS	7/1/2024	7/1/2025 + $0.65	7/1/2026 + $0.80	7/1/2027 + $0.90
FOOD SERVICE AIDE / NOON HOUR SUPERVISOR / RECESS MONITOR				
0	15.19	15.84	16.64	17.54
1	15.44	16.09	16.89	17.79
2	15.79	16.44	17.24	18.14
3	16.16	16.81	17.61	18.51
4	16.51	17.16	17.96	18.86
7	17.09	17.74	18.54	19.44
10	17.58	18.23	19.03	19.93
15	19.08	19.73	20.53	21.43
20	19.58	20.23	21.03	21.93
25	20.08	20.73	21.53	22.43
30	20.58	21.23	22.03	22.93

YEARS	7/1/2024	7/1/2025 + $0.65	7/1/2026 + $0.80	7/1/2027 + $0.90
BUS DRIVER				
0	17.89	18.54	19.34	20.24
1	18.24	18.89	19.69	20.59
2	18.59	19.24	20.04	20.94
3	18.96	19.61	20.41	21.31
4	19.31	19.96	20.76	21.66
7	19.89	20.54	21.34	22.24
10	20.65	21.30	22.10	23.00
15	22.15	22.80	23.60	24.50
20	22.65	23.30	24.10	25.00
25	23.15	23.80	24.60	25.50
30	23.65	24.30	25.10	26.00

Funding Reopener – Section 27L (State School Aid Act): In the event the District receives funding under Section 27L of the State School Aid Act, or any successor provision providing similar educator compensation or retention funds, the parties agree to reopen this Agreement for the limited purpose of negotiating the distribution of such funds among bargaining unit members. Negotiations shall commence within thirty (30) calendar days of the District's confirmation of receipt or eligibility for such funds. The parties shall meet in good faith to reach agreement on an equitable allocation consistent with the intent of Section 27L and applicable state guidance.

CONTRACT RATIFICATION BONUS: The District agrees to a one-time off-schedule contract ratification bonus in the amount of the stated raise for 2025-2026, equivalent to all hours worked and classification step increases since July 1, 2025 to the effective date of this Agreement, should the Tentative Agreement be mutually ratified by November 13, 2025. The Employer reserves the absolute and unequivocal right to withdraw this benefit should the Tentative Agreement not be mutually ratified by November 13, 2025.

BUS DRIVERS:

SECTION 1. All school-related bus trips that are less than two hundred twenty (220) road miles one way shall be assigned to and driven by district transportation personnel. Trips exceeding two hundred twenty (220) road miles one way may, at the discretion of the Employer, be subcontracted to an outside carrier when such subcontracting is determined to be in the best interest of the District. Nothing in this provision shall preclude district drivers from being offered trips exceeding two hundred twenty (220) road miles one way.

For purposes of this provision, "school-related" shall mean any trip that involves the transportation of district students, employees, or school-sponsored groups to or from an event, activity, competition, or function that is authorized, arranged, or approved by the District or its designee. Trips independently arranged and paid for by non-school entities, athletic booster clubs, or other outside organizations shall not be considered school-related. However, the District shall not encourage or authorize such independent arrangements when district transportation is available and capable of providing the service.

Extra runs will be on an alternating basis between Bargaining Unit employees in the Transportation Department. Senior employees will be awarded the first extra runs of the fiscal year. Employees who have signed the Bus Driver sub list will be offered extra runs prior to the use of non-bargaining unit substitute drivers.

SECTION 2. For "extra trips," bus drivers will be paid minimum wage at time and one half (1-1/2x). For overnight trips the driver will be paid for twenty-four (24) hours and an additional fourteen (14) hours for each additional night. Overnight trips are defined as an extra trip that involves an overnight stay in a hotel/motel. If, after the initial overnight stay, the trip does not amount to an additional overnight stay, but returns home after midnight, then the bus driver will receive an additional six (6) hours payment.

SECTION 3. Each driver will be allowed twenty-five (25) minutes for up to two (2) runs per day (maximum). This time is to be used for gassing of bus, the cleaning inside and outside of bus. Additionally, those drivers with Noon bus runs shall receive ten (10) minutes of paid "sweeping time" per day.

SECTION 4. Radios will be manned until the last driver returns to the building.

SECTION 5. The School District will implement direct billing for bus driver physicals. Allowed amount will be eighty-five dollars ($85.00) bi-annually or sixty dollars ($60.00) annually. Physicals must be done prior to the start of the school year.

SECTION 6. Any school bus driver who reports for and performs their assigned a.m. and/or p.m. route shall receive a minimum of two (2) hours of pay for each completed run, regardless of whether the actual driving time is less than two (2) hours. This minimum shall apply whenever the employee is required to report for duty, including days when runs or extra trips are shortened, adjusted, outright canceled, or dismissed early for reasons beyond the employee's control.

SECTION 7. Employees who have their initial CDL training paid for by the Employer, agree to reimburse the Employer according to the following table, if they terminate employment.

TIMEFRAME	PERCENTAGE
< 12 Months	75%
> 12 Months but < 24 Months	50%
> 24 Months but < 36 Months	25%

If the employee is terminated at any time by the Employer, they will not have to reimburse the Employer for the CDL training cost.

LONGEVITY: The hourly pay scale incorporates longevity into the employee's hourly wage listed Article XXXIII, at the following seniority markers and rates per hour.

Years of Employment:	10	15	20	25	30
Increase Per Hour:	$.50	$1.50	$.50	$.50	$.50

ARTICLE XXXIV
MISCELLANEOUS

SECTION 1. There shall be no split shifts generally, except in the case of an emergency, illness, Bus Driver schedules, or employee schedule in two (2) or more separate classifications.

SECTION 2. The Employer agrees to respect the defined bargaining unit and shall not direct nor permit their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.

The Transportation Director, Maintenance Director, and Food Service Director, in their department, may do any bargaining unit work performed under extenuating circumstances as long as it does not result in loss hours for bargaining unit members.

SECTION 3. The Employer will continue its present policy on snow days allowed by the State: If employees are working when school is closed, the employees will complete their shift, unless the Employer releases them. Otherwise, the employees will not be required to report to work unless called in, and will be paid for the shift. If called in, an employee will work as directed and will be given an equivalent amount of time off at a later, mutually agreed upon time.

Snow days, in addition to those allowed by the State, must be worked at the designated time built into the school calendar. There will be no additional pay for snow-makeup days. Depending on the number of snow days, the school calendar may have to be extended to conform to state law.

SECTION 4. School Calendar: The Union will have the same number of representatives on the School Calendar Committee as the other unionized employees of the school district.

SECTION 5. Every effort will be made to accommodate breaks for individualized aides.

SECTION 6. A flat rate of sixteen dollars ($16.00) per hour will be paid for summer cleaning. Summer cleaning assignments will be awarded on a seniority basis.

SECTION 7. Employees covered by the Agreement will be reimbursed the cost of mandated fingerprinting, after successful completion of the sixty (60) working day probationary period, as described in Article V, Section 2.

SECTION 8. Personal property belonging to an employee that is destroyed or rendered inoperable or unusable due to poor student behavior and conduct will be considered for reimbursement by the employer on a case-by-case basis.

SECTION 9. All drug and alcohol testing for bus drivers shall be conducted in accordance with the standards and procedures established by the Federal Motor Carrier Safety Administration (FMCSA), including but not limited to the requirements set forth in 49 CFR Part 382 and related federal regulations. When called upon to test, bus drivers shall be paid their hourly rate for all time spent testing.

SECTION 10. In recognition of the medical monitoring responsibilities assigned to Building Aides who are required to utilize smartphone applications or other electronic platforms to track or respond to a student's blood sugar levels, insulin pump alerts, or other medically necessary data, the Employer shall provide a district-issued cell phone (or comparable electronic device) for use during working hours. The device shall include the necessary application access, data plan, and security features required for proper monitoring and compliance with student care plans.

Employees shall not be required to use their personal cell phones or personal data plans for such monitoring or communication.

Employees shall not be held personally liable for any technical malfunction, data transmission error, connectivity issue, or other failure of the Employer-provided device or monitoring application, provided the employee has acted in good faith and in accordance with established protocols.

SECTION 11. An optional unpaid break period of up to five (5) days in a pay period may be approved at the Employer's discretion for twelve (12) month employees during winter break, spring break, and summer break. This period is not considered a leave of absence, but rather a scheduled non-work period. Eligible employees may request up to one (1) full work week of unpaid time during the any of the breaks enumerated above, provided they submit a written request for a scheduled non-work period at least thirty (30) days in advance. Approval will not be unreasonably denied so long as operational needs are maintained. During an approved period, the Employer will continue its health-insurance contribution at the same level as if the employee were in paid status, consistent with PA 152 and carrier requirements, and the employee will remain responsible for their normal premium share, collected from the paycheck immediately before or after the unpaid time.

An employee using an approved unpaid break period will continue to be treated as active for purposes of seniority, benefits, and accruals, and the unpaid time will not be considered a disciplinary or voluntary leave. Employees may take no more than three (3) such scheduled non-work periods per fiscal year or a total of fifteen (15) regular workdays. The Employer may deny a request based on staffing or operational needs, and this provision does not apply to employees on medical, FMLA, or other statutory leave. Approval or denial of any request under this section does not establish precedent and may not be cited outside the enforcement of this specific language.

ARTICLE XXXV
SUBSTITUTE WORK

The Employer shall allow employees to do substitute work for other co-workers under the following conditions:

A. Sub lists will be provided for all school supervisors/directors and Union stewards at the completion of fourteen (14) calendar days from the start of the school year. Lists will be compiled from employees who specify which positions they wish to sub for, in writing, at the start of the school year. The Union stewards will help to compile the lists if so desired by the Employer. Lists will be allowed to be updated during the year only if a position has changed as far as building location or job due to bumping, job change, or a new hire.

B. Strict seniority shall be observed according to department and the building (Jones/Middle School are one complex) the employee is presently stationed at. If no one is available from that building or department, subbing will be at the discretion of the supervisor or director.

C. Any extra work will only be allowed if it does not have an impact on the employee's present position, or if an overlap of time does occur, it is mutually agreed upon by the building supervisor/director and employee. Positions assigned to specific students or groups of students will be excluded from "bumping up" to substitute in other positions (TEACHER AIDE, BUILDING AIDE, BUS AIDE, BUS DRIVER). Overnight trips are exempt from the provisions of this Section.

D. Pay for substitute work will be equivalent to the employee's current hourly rate of pay plus $0.50/hour. However, driver's subbing in a building will receive their current rate of pay. Extra hours of work within an employee's regular department will not be considered substitute work and will be paid at the employee's regular rate.

APPENDIX A

CLASSIFICATION AND MINIMUM REQUIREMENTS
As of 2002-2003

1. Class I Media Assistant
2. Class II Media Assistant
3. High School Secretary
4. Building Secretary
5. Bus Driver
6. Food Service Aide
7. Noon Hour Supervisor/Recess Monitor
8. Cook
9. Title I Para-Professional / Teacher Aide / Building Aide / Bus Aide
10. Custodian II

Classifications and Minimum Requirements may change at any time during the duration of this contract providing a mutual agreement is reached between the Employer (Gladstone Area Schools) and Teamsters Local 406 and Stewards.

Note: TESTING

All candidates will be tested prior to receiving a twenty (20) working day trial period. The candidate will receive training during the trial period. After the trial period, there will be post-test. Any new testing material will be mutually agreed upon by the Union and school district.

CLASSIFICATION AND MINIMUM REQUIREMENTS

CLASS I MEDIA ASSISTANT

Certification:

1. High School Graduate
2. Valid Driver's License
3. State of Michigan Library Certification
4. Experience

Qualifications:

1. Technology proficient (all aspects)
2. Excellent writing and communication skills
3. Typing and filing skills
4. Understanding of basic library functions
5. Essential function test for Media Assistant (90% passing requirement)
6. Experience in working with children

CLASS II MEDIA ASSISTANT

Certification:

1. High School Graduate
2. Valid Driver's License
3. Library experience preferred

Qualifications:

1. Excellent writing and communication skills
2. Typing and filing skills
3. Understanding of basic library functions
4. Experience in working with children
5. Knowledgeable in Media Technology
6. Basic function test (70% passing requirement)

CLASSIFICATION AND MINIMUM REQUIREMENTS

HIGH SCHOOL SECRETARY

Minimum Requirements:

1. High School Graduate. Associate Degree in Business/Accounting preferred or equivalent experience
2. Extensive knowledge in computers
3. Valid Driver's license
4. Excellent writing and communication skills
5. Three to five years experience in responsible position
6. First aid training
7. Proficiency Test designed by Immediate Supervisor and reviewed by Union Steward (70% passing requirement)

Qualifications:

1. High degree of proficiency in office procedures, typing and office machines
2. Performs duties of receptionist
3. Good organizational skills
4. Maintains respect at all times for confidential information
5. Prepares charts, schedules, newsletters, reports, student records, etc., using various software programs
6. Acts as a bookkeeper and maintains ledgers and necessary record books for the school activity accounts

BUILDING SECRETARY

Minimum Requirements:

1. High School Graduate
2. Valid Driver's license
3. Secretarial experience required
4. Extensive knowledge in computers
5. Knowledge of bookkeeping procedures
6. First aid training
7. Proficiency Test designed by Immediate Supervisor and reviewed by Union Steward (70% passing requirement)

Qualifications:

1. High degree of proficiency in office procedures, typing and office machines
2. Performs duties of receptionist
3. Maintains respect at all times for confidential information
4. Prepare charts, schedules, newsletters, reports, student records, etc., using various software programs
5. Good organizational skills

CLASSIFICATION AND MINIMUM REQUIREMENTS

BUS DRIVER

Certification:

1. Class B CDL with airbrake and school bus endorsement
2. Good driving record (background check)
3. Physical required per CDL requirement
4. High School Diploma (GED)

Qualifications:

1. CPR training and first aid (during probationary period)
2. Random DOT drug and alcohol testing as mandated by Federal Laws
3. Required to lift and maneuver students with physical needs

FOOD SERVICE AIDE

Minimum Requirements:

1. High School Graduate (GED)
2. Valid Driver's license

Qualifications:

1. Knowledge of basic math skills
2. Basic communication skills

NOON HOUR SUPERVISOR / RECESS MONITOR

Minimum Requirements:

1. High School Graduate (GED)
2. Valid Driver's license

Qualifications:

1. Knowledge of basic math skills
2. Basic communication skills

CLASSIFICATION AND MINIMUM REQUIREMENTS

COOK

Minimum Requirements:

1. High School Graduate (GED)
2. Valid Driver's license

Qualifications:

1. Knowledge of basic math skills
2. Basic communication skills
3. Experience in quantity food production
4. Ability to prepare inventory

TITLE 1 PARAPROFESSIONAL / TEACHER AIDE / BUILDING AIDE / BUS AIDE

Minimum Requirements / Certification:

1. Associate Degree or any 4-year degree or have taken and passed the Michigan No Child Left Behind ACT WORKKEYS (PCTA) formal assessment test approved by the Michigan State Board of Education by June 30, 2006
2. Extensive knowledge with computers and various software programs
3. Previous classroom experience
4. Valid Driver's license

Qualifications:

1. Knowledge in core subjects: math, science, reading, and social studies
2. Work with parents under the supervision of the teacher
3. Work cooperatively in a team teaching model
4. Ability to assist in the instruction as directed by the teacher
5. Ability to control disruptive behavior as trained by the teacher
6. Ability to lift and maneuver students with physical disabilities
7. Required attendance at in-service workshops as directed

Summer school aide positions will be open to all highly qualified current Bargaining Unit employees who have tested out on Work Keys prior to opening the position to other District employees or hiring outside of the District. If a Title I position requires a posting during the school year and no employee meeting the required qualifications signs the posting, the School District will consider the qualifications of current employees prior to hiring outside the District.

CLASSIFICATION AND MINIMUM REQUIREMENTS

CUSTODIAN II

Minimum Requirements:

1. High School Graduate (GED)
2. Valid Driver's license
3. Experience in maintaining and cleaning a large building

Qualifications:

1. Operation of power equipment (scrubber, lawn mower, weed eater, drill, snow blower, etc.)
2. Make minor maintenance repairs (desk, windows, lights, etc.)
3. Maintain school grounds (lawn, snow, litter, etc.)
4. Ability to work at various heights
5. Required to lift a minimum of 60 pounds

ARTICLE XXXVI
TERMINATION OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from July 1, 2025, to and including June 30, 2028, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

SECTION 2. It is provided further that where no such cancellation or termination notice is served, and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to June 30, 2028, or June 30th of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful recourse to support their request for revision if the parties fail to agree thereon.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

BOARD OF EDUCATION
GLADSTONE AREA SCHOOLS

BY: _____
Dr. Jay Kulbertis
Superintendent

DATE: 4/15/26

GENERAL TEAMSTERS
LOCAL UNION NO. 406

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

DATE: 3-26-2026

BY: _____
Anthony LaPlant
Business Agent

DATE: 3/27/2026